

**COLLECTIVE AGREEMENT ENTERED INTO** at the City of Toronto, in the Province of Ontario, as of April 25, 2018.

- between -

**THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO**  
(hereinafter called "the Employer")

- and -

**UNIFOR CANADA AND ITS LOCAL 2003**  
(hereinafter called "the Union")

#### **ARTICLE 1: RECOGNITION AND COVERAGE**

1:01 The Employer recognizes the Union as the exclusive collective bargaining agent with respect to all matters properly arising under the terms of this Agreement for all of the Employer's licensed operating engineers, building management systems technicians, and trainee operating engineers, engaged in the operation and maintenance of air conditioning and heating equipment, save and except chief operating engineers, supervisors and persons above the rank of lead hand. The term "employee" or "employees" wherever used in this Agreement shall mean any or all of the employees in the bargaining unit as herein defined unless the contract otherwise provides.

#### **ARTICLE 2: MANAGEMENT RIGHTS**

2:01 The Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency;
- b) hire, discharge, direct, classify, transfer, promote, demote, lay-off, and suspend or otherwise discipline employees subject to the provisions of this Agreement;
- c) establish and enforce reasonable rules and regulations, not inconsistent with the provisions of this Agreement, governing the conduct of employees; and
- d) generally to manage and operate the University of Toronto.

#### **ARTICLE 3: NO DISCRIMINATION**

3:01 The Employer shall not discriminate against an employee because of membership or activity in the Union or the exercise their lawful rights or with respect to terms or conditions of employment on the grounds of race, creed, colour, age,

sex, marital status, religion, nationality, ancestry or place of origin, political affiliation, physical handicap or sexual orientation, and any person covered by this Agreement who feels that they have suffered discrimination shall have the right to seek redress in accordance with the Grievance Procedure.

### Employment Equity

3:02 The University and the Union are committed to employment equity in employment for women, aboriginal people, persons with disabilities and persons who are because of race or colour, in a visible minority in Canada.

### Sexual Violence and Sexual Harassment

3:03 Sexual harassment shall be considered discrimination under Article 3:01 of this Agreement.

3:04 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 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.”

- 3:05 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.
- 3:06 The time limit for making a report under the University’s Policy on Sexual Violence and Sexual Harassment or filing a grievance alleging sexual harassment 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 2. 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 10 of this Collective Agreement.

- 3:07 No information relating to the grievor’s personal background or lifestyle shall be admissible during the grievance or arbitration process.
- 3:08 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 suffering any penalty. The University and the Union agree to treat requests to discontinue contact as confidential to those directly involved.
- 3:09 Witnesses who give information and/or evidence in a complaint of sexual violence or harassment shall suffer no penalty or reprisal.
- 3:10 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 Unifor, Local 2003 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.

## Workplace Harassment

3:11 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. For clarity, the current *Occupational Health and Safety Act* defines "workplace harassment" as "engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be welcome". 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. Such grievance will be filed at Step 2 of the grievance procedure. If not resolved at Step 2, 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.

### Training

A training program for all Unifor Canada, Local 2003 represented employees will be implemented. This training will be provided to every member of the bargaining unit and managers during the life of the collective agreement.

## ARTICLE 4: UNION SECURITY AND CHECK-OFF

4:01 The Employer will deduct from the first pay due such employee in each calendar month, during the term of this Agreement, such monthly dues and assessments as are uniformly levied upon all members of the Union in accordance with its Constitution and By-laws. The amount of such dues and assessments shall be certified to the Employer by the Financial Secretary of the Union.

- 4:02 It is further agreed the Employer will deduct from the first pay of such employee due in each subsequent calendar month, during the remainder of the term of this Agreement, an amount equivalent to such monthly Union dues and assessments as are uniformly levied upon all members of the Union in accordance with its Constitution and By-laws. The amount of such dues and assessments shall be certified to the Employer by the Financial Secretary of the Union.
- 4:03 The amounts deducted in accordance with paragraphs 4:01 and 4:02 are to be remitted by direct deposit to the Union prior to the end of the month in which the deduction is being made.
- 4:04 The Employer will, at the time of making each remittance hereunder to the Union, furnish it with a statement showing the names of those employees from whose pay such deduction has been made.
- 4:05 The Employer agrees that the Union Steward and Health and Safety Representative on each campus shall be given the opportunity of interviewing each new employee once, during the probationary period of the new employee. The duration of such interview shall be reasonable, but not more than thirty (30) minutes in length.
- 4:06 The Union executive will be allowed a maximum of twenty-four (24) hours per month release time paid by the employer to allow for Union business. One (1) Union executive member or a combination of Union executive members can use this allocation. The Union will provide the University with five (5) days written notice of when the release time will be required.
- 4:07 All dues or assessments so deducted shall be remitted to the union not later than the fifteenth (15<sup>th</sup>) day of the month following the month in which such deductions are made together with a list of the names of all employees from who pay dues or assessments were so deducted. The list will also include the employee's earnings, hours worked, and dues deducted, if any, for the employee's position within the bargaining unit.
- 4:08 The University will submit, quarterly, a detailed bill to the union for reimbursement of lost wages due to Union releases.

#### ARTICLE 5: NO STRIKES OR LOCKOUTS

- 5:01 The Employer undertakes that there will not be a lockout as defined in *the Labour Relations Act* during the term of this Agreement. The Union undertakes that there will be no strike as defined in the *Labour Relations Act* during the term of this Agreement.

**ARTICLE 6: UNION REPRESENTATION**

- 6:01 The Employer agrees that there shall be a Union Steward to represent bargaining unit employees at each work area. For the purpose of this article, work areas are defined as: Central Steam Plant, Central, North, Southeast, Southwest areas of the University of Toronto at St. George; University of Toronto at Mississauga; University of Toronto at Scarborough. It is understood that employees working at the Central Control and Monitoring System shall be included in the Southeast work area of the St. George Campus. The Union commits to elect a steward in each work area and where no one is elected, the Union Executive will appoint a steward for that work area.
- 6:02 The Union acknowledges that Union Stewards have duties to perform on behalf of the Employer, and stewards 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 them for the time spent in handling grievances of employees and attending to Union business. Such compensation shall not extend beyond normal working hours. They will be required to request leave from the Chief Engineer and/or Area Manager before leaving their work place and will report back to the Chief Engineer and/or Area Manager on returning to same.
- 6:03 The Employer agrees to pay not more than six (6) members, including the Union President, of the bargaining committee for any time lost from their regular employment for the purpose of conducting negotiations for contract renewal. In addition, the Employer agrees to pay those identified above up to twelve (12) hours pay for any time lost from their regular employment for the purpose of preparation for negotiations for contract renewal.
- 6:04 The Employer agrees that the National Representative or their duly authorized representative shall have the right to enter the plant and speak with the members of the Union during their working hours.

**ARTICLE 7: DISCIPLINARY INTERVIEW**

- 7:01 When an employee is summoned to the supervisor's office for an interview concerning discipline, the supervisor will inform the employee of the right to have a Union Steward or Union designate present prior to discussing the matter with the employee. The employee may, if they so desire, request the presence of a Union Steward or Union designate to represent them during the interview. If the employee requests representation by a Union Steward or Union designate, the supervisor will send for the Union Steward or Union designate without undue delay and without further discussion of the matter with the employee concerned. The Union will make available a representative within one (1) working day in time to attend such a meeting before discipline is imposed. Shall the Union fail in this regard; the discipline shall proceed.

- 7:02 Any record of a disciplinary action taken by the Employer will not remain on an employee's record beyond two (2) years from the date of such disciplinary action being taken, provided there has been no recurrence of a similar infraction.

## ARTICLE 8: SUSPENSION OR DISCHARGE

- 8:01 An employee who has been suspended or discharged shall be advised in writing of the reason therefor. Whether called or not, the Steward or Union designate and Union Executive will be advised in writing or via electronic mail within two (2) working days ( 48 hours) of the fact of suspension or discharge and the reason therefore.

## ARTICLE 9: GRIEVANCE PROCEDURE

### Informal Step

- 9:01 The purpose of this article is to establish a procedure for settlement of grievances. It is the intent of this agreement to adjust as quickly as possible any complaints or differences between the parties arising from the interpretation, application, administration, or alleged violation of this agreement. An employee having a potential grievance arising out of the interpretation, application, administration, or alleged violation of the collective agreement, will first take up the matter with their supervisor who will attempt to adjust it. The supervisor or designate will respond within four (4) working days of the alleged violation.

### Step One

- 9:02 Failing satisfactory settlement under Article 9:01, an employee may request their supervisor to call the Union Steward to handle a specified grievance. The word "specified" as used in this paragraph is interpreted by the parties hereto to mean an employee is required to "state the nature of the grievance". The supervisor will arrange to send for the Union Steward without undue delay and without further discussion of the grievance. The grievor shall submit the grievance in writing within fifteen (15) working days of the occurrence of the matter. Within five (5) working days of the submission of the grievance, the designated authority\*, the grievor and the Union Steward shall meet.

The designated authority shall give their answer in writing within four (4) working days after the grievance meeting.

\*Designated Authority (see Schedule II)

### Step Two

- 9:03 If the grievance is not settled at Step One, a written grievance may be referred to the Executive Director, Labour Relations or a designated representative of

Labour Relations by the National Representative of the Union or their designated representative within five (5) working days of receiving an answer in writing from Step One. A meeting shall be arranged by the Executive Director, Labour Relations or a designated representative of Labour Relations with the National Representative of the Union or their designated representative within five (5) working days of the receipt of the grievance in order to resolve the dispute. Included in the meeting, in addition to the above, shall be the grievor and the Union Steward. The Executive Director, Labour Relations or a designated representative of Labour Relations shall reply in writing within five (5) working days if the grievance is not settled at this meeting.

### **Group Grievance**

- 9:04 Where it appears that two (2) or more employees have the same grievance, the Union shall process the grievances as one (1) grievance subject to all applicable provisions under the grievance procedure, provided that such grievance shall commence at Step 1.

### **Policy Grievance**

- 9:05 Should any difference arise between the Employer and the Union as to the interpretation or alleged violation of the provisions of this Agreement affecting the Union as such, or the employees as a whole, both the Union and the employer shall have the right to file a grievance as outlined in Article 9:03 at Step 2. This procedure shall not be utilized to circumvent a grievance which should properly be brought as an individual or group grievance.

A grievance of the Employer or a policy grievance of the Union must be sent by registered mail or be personally delivered to the Executive Director, Labour Relations or designated representative of the Employer or to the National Representative of the Union, 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 of receipt of the grievance. The Executive Director, Labour Relations or their designated representative shall reply in writing within ten (10) working days. If the matter is not resolved then either party may notify the other in writing within a further period of fifteen (15) working days that it intends to proceed to arbitration as hereafter set out. The notice of intention to proceed to arbitration shall contain details of the grievance, a statement of the exact matter in dispute and a settlement of the relief sought from an arbitrator.

### **Suspension/Discharge Grievance**

- 9:06 In the case of an employee being suspended or discharged, they may submit a grievance in writing to the Executive Director, Labour Relations, or their designated representative, within ten (10) working days after the employee's suspension or discharge. The Executive Director, Labour Relations or a designated representative of Labour Relations shall meet with the National

Representative of the Union or their designated representative within a further period of fifteen (15) working days after presentation of the grievance. Included in the meeting, in addition to the above, shall be the grievor and the Union Steward. If the grievance is not settled at this meeting, then either party may notify the other in writing within a further period of fifteen (15) working days after the date of the meeting that it intends to proceed to arbitration as hereafter set out.

### **Time Limits**

9:07 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, arbitration or job posting procedures. Time limits may be extended by mutual agreement in writing between the parties hereto.

### **ARTICLE 10: ARBITRATION**

10:01 If the grievance is not settled at Step Two, either party may notify the other within a further period of five (5) working days after receiving the written reply that it intends to proceed to arbitration. The notice to proceed to arbitration shall contain the details of the grievance, a precise statement of the matter in dispute, a statement of the actual remedy sought by the party from an arbitrator and the name and address of the party's nominee as arbitrator.

10:02 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 selection of an arbitrator within fifteen (15) working days after receiving the notice. If the parties are unable to agree upon the selection of an arbitrator within a period of fifteen (15) working days, either party shall then have the right to request the Minister of Labour for Ontario to appoint an arbitrator.

10:03 Each party shall jointly and equally bear the fees and expenses of the arbitrator. No grievance may be submitted to an arbitrator unless it has been properly carried through all of the required steps of the grievance and arbitration procedures.

10:04 Alternatively, the parties may by mutual agreement agree that the grievance be referred to a board of arbitration. The party who gives notice that the grievance be referred to a board of arbitration shall notify the other party of the name and address of the party's nominee to the proposed arbitration board. The party who receives the notice of intention to proceed to a board of arbitration shall then notify the other party of the name and address of their party's nominee to the proposed arbitration board within ten (10) working days after receiving the notice. The two (2) nominees shall attempt to select a chairperson for the board. If they are unable to agree upon the selection within a further period of ten (10) working days after the appointment of the second nominee, either of the parties

shall then have the right to request the Minister of Labour to appoint a chairperson for the board.

- 10:05 In the event an arbitrator properly deals with a matter relating to discharge or other disciplinary action, the arbitrator has the authority to reinstate an employee with or without compensation for wages lost or to make any other award it may deem just in the event there has been a violation of this Agreement by the Employer.
- 10:06 An arbitrator shall not have any authority to make any decision which is inconsistent with the terms of this Agreement nor to add to or amend any of the terms of this Agreement. The jurisdiction of the arbitrator shall be strictly confined to dealing with the issue in dispute between the parties and the type of relief sought as outlined in the notice of intention to proceed to arbitration. The decision of the arbitrator shall be final and binding upon the parties.

## **ARTICLE 11: HIRING**

- 11:01 In the event of the Employer wishing to employ operating engineers, the Employer shall first apply to the Union. If the Union cannot supply applicants satisfactory to the Employer, the Employer may then arrange to hire elsewhere. The Employer will advise the Union of such unsuccessful applicants. The Union shall be notified in the event the Employer hires elsewhere.

### **Temporary Employees**

- 11:02 The Employer may employ temporary employees up to a period not to exceed twelve (12) calendar months in order to replace regular employees who are absent due to prolonged illness, injury, or leave of absence. Upon commencement of employment, the Employer will notify the Union of the name, date of hire, classification, and location of employment. Temporary employees shall be covered by the collective agreement, except the following provisions which shall not apply: Suspension or Discharge, Article 8:01; Seniority, Articles 13:01 to 13:09 inclusive; Vacation With Pay, Articles 17:01 to 17:05 inclusive; Sick Leave, Articles 18:01 to 18:06 inclusive; Bereavement Leave, Article 19:01; Paid Personal Leave of Absence, Article 21:01; Jury Duty or Crown Witness Service, Article 22:01; Technological Change, Article 26:01; Job Security, Article 27:01; Benefits, Articles 28:01 to 28:09 inclusive; Clothing, Article 30:01; and Safety Shoes or Boots , Article 30:02.
- 11:03 Where the term of employment exceeds twelve (12) calendar months, the employee shall acquire seniority from the original date of hire and shall be entitled to all the provisions of the Collective Agreement thereafter.

## ARTICLE 12: PROBATIONARY EMPLOYEES

12:01 New employees will be considered as probationary employees until after they have worked for a period 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.

At the conclusion of thirty (30) working days of service the employee shall be enrolled in the applicable University of Toronto benefit programs in accordance with this agreement.

In the event an employee is discharged they shall be entitled to submit a grievance under Article 9:06 of the Collective Agreement.

## ARTICLE 13: SENIORITY

13:01 An employee shall be considered on probation and will not acquire seniority until after they have worked for a total of sixty (60) working days for the Employer, when their seniority shall commence from the last date of entering the bargaining unit.

13:02 In the event of a reduction of work, the least senior employee in each classification shall be the first laid off. Employees shall be recalled in the reverse order to that in which they were laid off.

13:03 When an employee is laid off, they shall have the option of displacing an employee in a lateral or lower classification, providing they have more seniority in terms of service within the bargaining unit than the employee in the lateral or lower classification. It is understood that when an employee exercises the option to displace an employee at a lower classification, they shall be paid the rate for the lower classification.

13:04 In the event a sale of a building results in a loss of work, affected members shall have the right to exercise their rights under Article 13.

### Loss of Seniority

13:05 An employee shall lose all seniority and deemed to be terminated if the employee:

- a) voluntarily quits or resigns from the employ of the University;
- b) is justifiably discharged;
- c) is absent from work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a bona

vide explanation, in which case they shall be deemed to have resigned their employment with the Employer;

- d) fails to return to work upon the expiration of a leave of absence, or utilizes a leave of absence for a purpose other than that for which it was granted unless excused by the Employer in writing;
- e) has been laid off for more than twelve (12) consecutive months;
- f) following a lay-off, fails to advise the Employer within five (5) days of receipt of notice to return to work, of their intention to return, or fails to report for work on the date and at the time specified in the said notice.

### Temporary Lay-off Notice

13:06 The Employer shall notify the employees who are to be laid off five (5) working days before the lay-off 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 lay-off, they shall be paid in lieu of that part of five (5) days during which work was not available.

### Termination Lay-off Notice

13:07 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 -3 weeks  
 2 years of service, less than 4 years - 4 weeks  
 4 years of service or more - 1 week for each year of service to a maximum of 30 weeks

If an employee to be laid off has not been given the opportunity to work the amount of time specified in the above schedule, they 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 their regular non-overtime work week.

### Change of Address

13:08 It shall be the duty of the employee to notify the Employer promptly of any change of address and/or telephone number. If any employee should fail to do so, the Employer will not be responsible for failure of such notice to reach the employee.

## Seniority List

13:09 A seniority list will be prepared and forwarded to the Union office on a semi-annual basis commencing January of each year.

## ARTICLE 14: WAGE RATES

14:01 The following regular hourly rates shall be payable under this Agreement as outlined in Wage Schedule I.

### Saturday Premium

14:02 Employees shall be paid at the rate of time and one-half (1½) for all hours worked from 00:00 hours Saturday until 24:00 hours Saturday.

### Sunday Premium

14:03 Employees shall be paid at the rate of time and one-half (1½) for all hours worked from 00:00 hours Sunday until 24:00 hours Sunday.

### Shift Premiums

14:04

(a) Effective May 1, 2018, all employees should be paid a shift premium of eighty-five (85) cents per hour for all hours worked on the afternoon shift where the majority of hours worked fall between 16:00 hours and 24:00 hours.

(b) Effective May 1, 2018, all employees should be paid a shift premium of ninety-five (95) cents per hour for all hours worked on the night shift where the majority of hours worked fall between 00:00 hours and 08:00 hours.

### Designated as Supervisor or Acting Chief Supervisor

14:05 Employees assigned to the position of acting supervisor or acting chief engineer, shall receive a wage premium of three dollars and fifty cents (\$3.50) per hour in addition to their regular wage rate for each hour designated.

## ARTICLE 15: HOURS OF WORK AND OVERTIME

15:01 The hours of work shall be eight (8) hours per day, forty (40) hours per week, in accordance with the regular shift schedule, provided that this shall not constitute a guarantee of hours of work per day or of days of work per week. Where alternative shifts are implemented the hours of work shall be eighty (80) hours per pay period, in accordance with the regular shift schedule, provided that this shall not constitute a guarantee of hours of work per day or of days of work per week.

15:02 Authorized overtime work performed in excess of the standard work week or the standard work day will be paid at the rate of time and one-half (1½) times the regular hourly rate. In the case of employees working alternative shifts, authorized overtime is work performed in excess of their standard work day or eighty (80) hours per pay period and will be paid at time and one-half (1 ½) times the regular rate of pay.

### **Overtime Distribution**

15:03 Overtime work shall be distributed as equitably as practicable amongst employees performing work in the same classification at the same location. For overtime distribution same location means UTM and UTSC autonomously. At the St. George campus, same location means: Southwest area, Southeast area, North area, Central area and Steam Plant autonomously.

Employees who are requested to work any overtime and decline shall be considered to have worked for the purpose of establishing records on overtime distribution.

Employees who are unavailable to work any overtime because they are on supervisor approved vacation, supervisor approved bereavement, supervisor approved Health & Safety business, supervisor approved University business, or Union release for Union business shall not be considered to have worked for the purpose of establishing records on overtime distribution.

An overtime list will be updated and posted weekly in each area.

### **Short Shift Change**

15:04 All engineers who work on a regularly scheduled short shift change with less than two (2) shifts of rest in a twenty-four (24) hour period between a change in shift shall be paid at regular overtime rates for all hours worked from the commencement of the second shift. This clause shall not apply where an employee has received payment for said hours under clauses 15:02, 15:05, or 15:07. Where alternative shifts are implemented this will not apply.

### **Lunch Period**

15:05 All employees shall be allowed thirty (30) minutes without pay at a time designated by the Employer for a lunch period. Employees will be available for emergency work during their lunch period.

### **Recall**

15:06 Any employee who has completed their regular shift and is recalled to work shall receive a minimum of four (4) hours' pay at the overtime rate or the number of hours worked, whichever is greater. A recall is defined as a return to work, which begins outside the regularly scheduled shift.

15:07 Work schedules will be provided with consecutive days off unless circumstances arise which are beyond the Employer's control.

#### **Phone Calls**

15:08 An employee who has completed their regular shift and is contacted outside of the workplace by an authorized person about business matters concerning the plant shall be paid one and one-half (1½) hours pay for each such matter, provided they are not required to report for duty on a recall or provided they are not required to report on the job site.

#### **Mutual Relief**

15:09 With the consent of the Supervisor or Chief Engineer, an employee may have another employee relieve them on their regular shift. In such cases, however, overtime will not be paid to the relieving employee.

#### **Assignment of Relief Scheduling Where Employees Fail to Report for Regular Shift**

15:10 Where an employee fails to report for regular shift, the employee last seized with the shift where there is a "no show" of their relief (afternoons and nights) will continue to work that shift until such time as an alternate relief may be arranged to replace the employee.

#### **No Pyramiding**

15:11 Premium payments shall not be duplicated where overtime is worked under any of the terms of this Agreement. If premium payments are provided under two (2) or more provisions of this Agreement, then payment shall be made under the single provision which provides the highest rate of pay.

#### **Meal Allowance**

15:12 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 fifteen (15) dollars per meal or the equivalent amount via direct deposit, in addition to overtime rates paid. If an employee is required to work overtime a complete half shift immediately following the employee's regular shift, the employee will be supplied with one (1) free meal, the value to be not more than fifteen (15) dollars per meal or the equivalent amount via direct deposit, in addition to overtime rates paid.

In the event twenty-four (24) hours' notice is given to the employee where overtime work is scheduled, meal allowance will not be paid.

**ARTICLE 16: PAID HOLIDAYS**

16:01 The following paid holidays will be granted with pay at the employee's regular rate of pay for normal number of working hours:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Day Before Christmas Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Day Before New Year's Day

16:02 Any employee who works on one of the above paid holidays shall be paid for the first eight (8) hours at one and one-half (1½) times the regular hourly rate in addition to the regular paid holiday pay. For clarity, where an employee is scheduled to work on one of the above paid holidays and calls in sick, the employee may only receive sick leave payment for that day, if eligible, and not regular paid holiday pay.

16:03 The Employer shall designate the day of observance of paid holidays in the aforementioned clause 16:01. 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.

16:04 Entitlement to paid holiday is subject to the following conditions:

- a) the employee reports for work on such holiday as requested; and
- 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 illness or injury. Where an employee is absent from work by reason of illness or injury, the provisions of Sick Leave (Article 18:01) shall apply at the regular hourly rate for all such hours scheduled.

**Presidential Holidays**

16:05 The Employer shall continue the practice of granting equivalent time off in lieu to employees at a mutually convenient date in the event a Presidential holiday falls on a day when an employee is on a regularly scheduled day off.

**Three Days Off With Pay**

16:06 For each twelve (12) month period during the life of the collective agreement, the University will designate three (3) days on which employees do not have to work and in respect of which employees will suffer no loss of regular straight-time pay.

Employees required to work by the University on one (1) or more of these days will be paid at straight time for the day and will be given another day off with no loss of regular straight-time pay at a time mutually agreed to by the employee and his or her supervisor.

The University, in its sole discretion, shall designate the three (3) days in a given twelve (12) month period. Notice will be sent to the Union by the University within a reasonable time period prior to the designated dates of these days.

These days are not "Holidays" for any purpose under the collective agreement, including Article 16:01 Paid Holidays.

## ARTICLE 17: VACATION WITH PAY

17:01 Employees who have earned vacation credits after July 1 shall be entitled to vacation pay as follows:

<i>Length of Continuous Service as of July 1st</i>	<i>Vacation Entitlement (Length of Vacation with Pay at Regular Hourly Rate)</i>	<i>Vacation Adjustment Based on a Percentage of Overtime and Shift Premiums Earnings</i>
1 month	1 day	4.0%
2 months	3 days	4.0%
3 months	4 days	4.0%
4 months	5 days	4.0%
5 months	6 days	4.0%
6 months	8 days	4.0%
7 months	9 days	4.0%
8 months	10 days	4.0%
9 months	11 days	4.2%
10 months	13 days	5.0%
11 months	14 days	5.4%
1 year	15 days	6.0%
6 years	16 days	6.4%
7 years	17 days	6.8%
8 years	18 days	7.2%
9 years	19 days	7.6%
10 years	20 days	8.0%
11 years	21 days	8.4%
12 years	22 days	8.8%
13 years	23 days	9.2%
14 years	24 days	9.6%
15 years	25 days	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 pro-rated in the event an employee has received payment under Long Term Disability or in the event Workplace Safety and Insurance claims exceed fifteen (15) consecutive weeks. Vacation payments will also be pro-rated in the event an employee has been granted an unpaid leave of absence in accordance with Article 20:01.

Effective May 1, 2016, the maximum amount of unused vacation credits that will be paid out to an employee upon resignation/retirement/termination of employment will be five (5) days in excess of the employee's annual vacation entitlement.

- 17:02 The Employer shall post vacation schedules by April 30 of each year, and thereafter such schedules shall not be changed unless mutually agreed to by the employee and the Employer.

The choice of vacation period will be given to employees according to seniority. Employees having more than two (2) weeks' vacation may have such vacation continuous if taken previous to May 1st, or after September, unless some mutually satisfactory arrangements can be worked out between the Employer and the employees. Employees wishing to split vacation in prime time may do so, but can only exercise their seniority for one (1) period. Vacation periods of less than one (1) week shall be permitted by mutual agreement between the supervisor and the employee. The supervisor reserves the right to limit in any classification the number of employees permitted on vacation at any one time. The granting of requests for vacation period shall not be unreasonably withheld.

- 17:03 If a paid holiday falls during an employee's vacation, an extra day with pay will be allowed off in lieu of the holiday.
- 17:04 Vacation credits shall be used within twelve (12) calendar months from July 1st of the date on which they were granted, except under exceptional circumstances and where mutual agreement is reached between the employee and the Designated Authority to extend vacation to the following year.

#### **Scheduling of All Vacation Credits**

- 17:05 The University agrees, when an employee is scheduled to retire on their normal retirement date or has given one year's notice of their intention to retire on a date other than the normal date of retirement, the employee may use all vacation credits earned prior to the date of retirement or may carry forward up to the annual entitlement to be paid upon retirement. This annual entitlement will not exceed twenty-five (25) days.

## ARTICLE 18: SICK LEAVE

18:01 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 is to provide against loss of earnings for employees who are prevented by sickness or accident from performing their regular duties.

18:02 Upon completion of their probationary period, employees are eligible for sick leave with pay for periods of up to fifteen (15) weeks during unavoidable absence due to illness or injury.

18:03 When an employee is unable to report to work due to sickness or injury, the employee will endeavour to notify the supervisor at least two (2) hours before the employee was scheduled to commence work, but in any event must notify the supervisor not later than one (1) hour before they are scheduled to commence work. The employee must inform the supervisor as early as possible of the probable date when that employee is able to return to work.

18:04 An employee may, with prior warning, be required by the University to provide a doctor's certificate certifying that the employee is unable to carry out their normal duties due to illness. This request will be made in advance, in writing. For absences of more than three (3) days, the employee will provide a doctor's certificate.

The Employer will, upon proof of payment, reimburse the employee for the cost of the certificate.

18:05 An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the *Workplace Safety and Insurance 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, and the amount so paid shall be deducted from the employee's sick leave. Payment from the Employer shall not continue further when sick leave accumulated has been exhausted.

18:06 When an employee on a scheduled period of vacation is, by order of a physician, admitted to hospital as an in-patient and/or confined as a result of illness or accident, such employee shall be entitled:

- a) to receive sick pay in accordance with Article 18, hereof in lieu of vacation, for the days of such vacation lost by reason of such hospitalization and/or confinement if under certified physician's orders, provided that a medical certification is given to the employee's immediate supervisor within ten (10) calendar days of the commencement of such hospitalization and/or confinement, unless there are extenuating circumstances making it

impossible to produce the physician's certificate within the above time frame.

- b) to the period of vacation lost by reason of such hospitalization and/or confinement, which shall be rescheduled and which shall not be considered as an automatic extension of the originally approved vacation schedule.

#### **ARTICLE 19: BEREAVEMENT LEAVE**

19:01 The University will grant up to five (5) days of paid leave in the event of the death of an employee's spouse or same sex partner, children (including step-children), grandchildren, parents, parents-in-law, sibling (including step-mother, step-sister), brother-in-law, sister-in-law, and grandparents or for the death of a person whose relationship is not defined above, the impact of which is comparable to that of the immediate family (e.g. a close friend).

#### **ARTICLE 20: LEAVES OF ABSENCE**

20:01 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. An employee who is on leave for a period greater than six (6) months shall not accrue service seniority for the period of leave in excess of six (6) months.

#### **Pregnancy Leave**

20:02

- (a) Pregnancy leave of absence must be applied for and granted in writing. An employee who will have completed thirteen (13) weeks of service with the University prior to the probable date of delivery, and who presents to the Department or Division Head a doctor's certificate or certificate from a midwife stating that the employee is pregnant and the probable date of delivery, is entitled to a pregnancy leave of absence of seventeen (17) weeks.
- (b) For employees with one (1) year of service or more the University will pay ninety-five (95) percent of weekly salary during the one (1) week waiting period for Employment Insurance pregnancy benefits, and, for the next fifteen (15) weeks, will pay the difference between the weekly Employment Insurance benefits and ninety-five (95) percent of weekly salary, provided that the employee provides proof that the employee has applied for and is receiving Employment Insurance benefits and the amount of those benefits.

The weekly top-up payments 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 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*.

- (c) 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) weeks' notice being given to the University. If pregnancy-related complications force the employee to stop work before the employee has arranged their pregnancy leave, the employee has two (2) weeks from that date to give the University written notice of the date the pregnancy leave began (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. In such case the employee will be entitled to utilize sick leave in accordance with Article 18 until the actual birth of the baby, the expected date of delivery or the date the employee intended to start pregnancy leave as stated in their written notice, whichever comes first. An employee must give two (2) weeks' notice of any change of the commencement of the pregnancy leave.
- (d) If the employee has been on 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. If an employee on pregnancy 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 they intend 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), the employee must give the University four (4) weeks' written notice before the date the leave was to end.
- (e) In the case of an employee on a sessional appointment, or whose employment is limited to a defined term, any pregnancy leave will be limited to and not extend beyond the period of time remaining in the session or defined term.
- (f) Seniority, vacation, benefits, and pensionable service continue during the period of an employee's pregnancy leave.
- (g) At the end of the leave period provided in this policy, an employee will continue in the same position or a comparable one in terms of work setting, level of responsibility and remuneration, and without prejudice to promotion and without loss of any other rights and privileges.

## Non-Birth Parent Leave

20:03 Upon the birth or adoption of a child, a non-birth parent 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 two (2) days in advance. Such leave must be taken within the first month of the birth or an adoption.

## Parental Leave

20:04

(a) An employee who is a parent of a child and who has been employed with the University for thirteen (13) weeks is entitled to an unpaid 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 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 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 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) 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.

(c) 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 20:04 (a) (i) or (ii), as applicable.

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 giving two (2) weeks' notice before the leave was to begin.

(d) 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 their intent to take the parental leave.

- (e) 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 they intend to return.
- (f) If an employee wishes to change the date of return to work to a later date (of not later than the maximum length of leave), the employee must give the University four (4) weeks' written notice before the date the leave was to end.
- (g) Seniority, vacation, benefits, and pensionable service continue during an employee's parental leave, provided the employee fulfills any requirements for said continuation.

At the end of the leave period provided in this policy, an employee will continue in the same position or a comparable one in terms of work setting, level of responsibility and remuneration, and without prejudice to promotion and without loss of any other rights and privileges.

#### **Paid Educational Leave**

20:05 Subject to the approval of the Designated Authority and upon written request at least fourteen (14) days in advance, leave of absence with pay or no loss of seniority shall be granted to not more than two (2) employees at any one time who may be elected or appointed by the Union to attend any authorized labour convention, educational or labour seminar. The Union shall reimburse the Employer for such leaves of absence. Such leave of absence is to be confined to the actual duration of the convention, educational or labour seminar and the necessary traveling time. Such leave shall not exceed ten (10) working days for each convention or seminar for each employee to whom such leave is granted. The University agrees to deduct from each employee's pay union dues of \$0.01 per hour worked for union educational purposes. This union deduction will be implemented as soon as practicable after date of ratification. The University will also provide \$2000 to the Union each year by May 1 for this purpose.

#### **Compassionate Care Leave**

20:06 The University will grant compassionate care leave to employees who take a leave of absence under the Family Medical Leave provisions of the *Employment Standards Act*. For employees with one (1) year of service or more the University will pay the equivalent of the maximum possible weekly Employment Insurance benefit during the one (1) week waiting period provided that the employee applies for and receives Employment Insurance compassionate care benefits.

#### **ARTICLE 21: PAID PERSONAL LEAVE OF ABSENCE**

21:01 Commencing July 1<sup>st</sup>, of each year, each member of the bargaining unit shall be allowed for good reason up to four (4) days' or up to eight (8) half days' paid

leave of absence annually. Subject to operational requirements and approval of the supervisor, employees shall be permitted to take such leave of absence in increments of one (1) hour. 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, except in cases of emergency. The supervisor will provide the employee with an answer 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.

## **ARTICLE 22: JURY DUTY OR CROWN WITNESS SERVICE**

22:01 The Employer shall compensate any employee who is required for jury duty or crown witness service the difference between their normal earnings and the payment they received for jury duty or crown witness service. The employee shall notify the Employer as soon as possible after being selected for jury duty or crown witness service, and shall provide proof of the time served as a juror or subpoenaed witness.

## **ARTICLE 23: VACANCIES AND TRANSFERS**

23:01 Where the University decides to fill a vacancy in the bargaining unit, a notice will be posted to that effect in all plants and areas employing members of the bargaining unit for a period of seven (7) working days. Applications must be submitted electronically by the closing date on the posting. The Employer will endeavour to fill the vacancy in a timely manner.

23:02

(a) When selecting an employee within the bargaining unit for a lateral, downward, or Engineer C to Engineer B transfer at any University of Toronto campus, the transfer will be awarded on the basis of seniority.

(b) When selecting an employee for a promotion within the bargaining unit, the Employer agrees to use all available information to determine which employee is best qualified to fill the position. Written testing will be administered to all minimally qualified applicants and deemed part of the overall selection process. All applicants who successfully complete the qualifying testing shall be granted an interview, for the purpose of determining the most qualified applicant. Where the Employer determines that the qualifications are relatively equal between applicants, seniority shall be the governing factor.

23:03 The successful applicant shall be placed on trial for a period of two (2) months from assumption of new duties. Conditional on satisfactory service such trial

promotion or transfer shall be confirmed after two (2) months. In the event the successful candidate proves unsatisfactory in the position during the aforementioned trial period, or if the successful candidate chooses to return to their position during the aforementioned trial period, they shall be returned to their former position without loss of seniority and at their former salary rate. Any other employee promoted or transferred because of the rearrangement of positions shall be returned to their former position without loss of seniority and at their former salary rate.

23:04 When a position has been filled arising out of Article 23, all union applicants and the union president will be advised of the results of the job posting. An unsuccessful applicant can ask for and will be provided with the reason why they were unsuccessful if they so desire.

23:05 Where an employee within the bargaining unit is offered and accepts a promotion, they will receive the applicable rate of pay on the start date or within one (1) month of acceptance, whichever is sooner.

23:06 An employee who has been newly-hired, promoted, transferred, demoted or has displaced another employee must serve at least six (6) months in that position before they are eligible to apply to another position at the same or lower rate of pay.

#### **ARTICLE 24: WORK DONE BY SUPERVISORS**

24:01 Employees who are not in the bargaining unit will not perform duties normally done by those employees who are covered by this Agreement, except for the purposes of instruction, experimenting or in emergencies when regular employees are not available, or to the extent that bargaining unit employees are deprived of working normal hours or deprived of overtime work assignments.

#### **ARTICLE 25: RELIEVING HIGHER CLASSIFICATION**

25:01 When an employee has been assigned to work in a job that requires a higher class of certificate or in a higher classification, they shall be paid at the appropriate rate for all hours worked on that assignment in excess of two (2) hours, including the initial two (2) hours.

#### **ARTICLE 26: TECHNOLOGICAL CHANGE**

26:01 The Employer will make every effort to notify and discuss with the Union at least six (6) months in advance before the introduction of any technological changes that may affect the employment of the employees in the bargaining unit covered by the Unifor, Local 2003. The Employer will discuss the proposed changes with

the Union with the view to retraining, relocating and assisting any employee who may be displaced as a result of the said technological change.

## **ARTICLE 27: JOB SECURITY**

27:01 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 University of Toronto, in order that it may satisfactorily discharge its public responsibilities. It is agreed that any employee who was employed by the Employer with one year of service or more shall not be laid off by reason of the Employer contracting out 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. All employees who have less than one (1) year of seniority must attain one (1) year seniority prior to being entitled to the terms of this job security clause.

## **ARTICLE 28: BENEFITS**

### **Pension Plan**

28:01 The Employer agrees to provide a Pension Plan, the details of which are set out in Schedule III.

### **Long-Term Disability Plan**

28:02 The Employer agrees to provide a Long-Term Disability Plan, the details of which are set out in Schedule V.

### **Group Life and Survivor Income Plan**

28:03 The Employer agrees to provide a Group Life and Survivor Income Plan, the details of which are set out in Schedule VI.

### **Dental Care Plan**

28:04 The Employer agrees to provide a Dental Care Plan, the details of which are set out in Schedule VII.

### **Extended Health Care Plan**

28:05 The Employer agrees to provide an Extended Health Care Plan, the details of which are set out in Schedule VIII.

### **Joint Membership Plan**

28:06 The Employer agrees that employees covered by this Agreement will be eligible for this plan as set out in Schedule IX.

### **Vision Care Plan**

28:07 The Employer agrees to provide a Vision Care Plan, the details of which are set out in Schedule X.

### **Tuition Waiver for Dependents**

28:08 The University agrees that dependents of employees in the bargaining unit shall be entitled to the benefits of the Tuition Waiver for Dependents Policy, the details of which are set out in Schedule XI. It is agreed that the University may amend the aforesaid Policy from time to time.

### **Educational Assistance**

28:09 The Employer agrees that employees in the bargaining unit shall be entitled to the benefits of the Educational Assistance Policy, the details of which are set out in Schedule XII.

## **ARTICLE 29: UNION/MANAGEMENT COMMITTEE**

29:01 The Employer and the Union agree to the establishment of a Union/Management Committee. The Executive Director, Labour Relations, or their designate, shall act as Chair of the meetings. Minutes will be forwarded to each member of the Committee following the meetings.

Meetings shall be convened at the call of the Chair or by mutual agreement of the parties.

The Union President and the elected Bargaining Committee in addition to the National Representative will represent the Union on the Union/Management Committee. Management shall appoint an equivalent number of representatives, which shall be in addition to the Chair.

Occasionally, with advance notice, other Union members will attend for clarification of specific issues.

An agenda will be circulated at least five (5) days in advance of each meeting.

The Committee shall not have the power to modify, alter or interpret the Collective Agreement or to deal with grievances.

## ARTICLE 30: GENERAL

### Clothing

30:01 The Employer agrees to supply six (6) pieces of uniform or three (3) coveralls annually on or about July 1st of each year. Employees who have completed the probationary period will be supplied with one (1) parka and one (1) spring/fall jacket. Thereafter, parkas and jackets will be replaced as deemed necessary by the employer.

### Safety Shoes or Boots

30:02 The Employer requires safety shoes or boots to be worn as a condition of employment. The Employer will reimburse employees annually beginning on May 1, for safety shoes or boots upon production of original receipts as follows:

- Effective May 1, 2018 up to one hundred and eighty-five (185) dollars;
- Effective May 1, 2019 up to one hundred and ninety-five (195) dollars;
- Effective May 1, 2020 up to two hundred (200) dollars;

The University will endeavour to reimburse members in a timely fashion.

Safety shoes or boots must be Canadian Standards Association approved, and be in serviceable condition as determined by the employee's supervisor.

### Personnel Files

30:03 An employee shall have the right to examine all documents pertaining to that individual in any file kept by the employing department, and to have such files corrected or supplemented in cases of inaccuracy or inadequacy. Such comments shall become part of the file.

Examination of such files may be made at a time convenient to the Employer following a written request from the employee.

### Replacement and Security of Tools

30:04 An employee's tools of the trade which are broken or have been worn out in the course of the performance of normal duties will be replaced upon presentation to the supervisor. Once per year, each employee must supply a complete list of their personal hand tools to their supervisor.

Should an employee's tools be lost as a result of theft, the Employer shall compensate the employee for the value of such tools as last filed on the employee's tool inventory list with the Employer.

## ARTICLE 31: MODIFICATION OR TERMINATION

31:01 This Agreement shall continue in force and effect until April 30, 2021, and thereafter shall automatically renew itself for periods of one (1) year each unless either party notifies the other in writing within the period of ninety (90) days prior to any expiry date that it desires to amend or terminate this Agreement.

31:02 In the event of notice being given requesting negotiations to amend the Agreement, the negotiations shall commence within fifteen (15) days following receipt of such notification. If, pursuant to such negotiations, an agreement on the amendment to this Agreement is not reached 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.

## ARTICLE 32: HEALTH AND SAFETY

### National Day of Mourning

32:01 Each year on April 28<sup>th</sup> at 11:00 am, one minute of silence will be observed by the bargaining unit employees, in memory of workers killed or injured on the job.

### Whistleblower Protection

32:02 The University is responsible to notify the appropriate authorities if there is a release of hazardous substance to the air, earth or water systems in accordance with the appropriate federal, provincial and municipal environmental legislation.

Employees first have a duty to report such releases to the immediate supervisor or designate in accordance with the *Occupational Health and Safety Act*. In response, the supervisor has a responsibility to ensure the appropriate investigation, reporting and remedial actions are taken without delay, in conjunction with the Joint Health and Safety Committee.

No Employee shall be discharged, penalized or disciplined in the event of seeking enforcement of the appropriate legislative authority as a result of the above disclosures.

All provisions within the *Occupational Health and Safety Act* must be first exhausted.

ARTICLE 33: COACHING LETTERS

33:01 The University and the Union recognize that coaching letters are a non-disciplinary method of addressing concerns with an employee. For clarity, coaching letters shall not form a step in the progressive discipline process and shall not be relied upon to increase the severity of discipline imposed.

Coaching letters shall be removed from the employee's file when twelve (12) months of active employment (i.e., days actually at work at the University) have elapsed since the date of issue. For clarity, a new coaching letter may be issued at any time.

All coaching letters shall be clearly identified as such in the subject line of the letter.

IN WITNESS WHEREOF each of the parties hereto have caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on this April 20, 2018.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:

\_\_\_\_\_  
*Vice-President, Human Resources & Equity*

\_\_\_\_\_  
*Secretary of Governing Council*

AND

Unifor CANADA AND ITS LOCAL 2003 BY:

\_\_\_\_\_  
*National Representative*

**SCHEDULE I: WAGES**

**UNIFOR - F/T L2003**

Last revised: May 1, 2018

Personnel Area **0001**  
 Personnel Subarea **1300**  
 Pay Scale Type: **18**  
 Pay Scale Area: **01**

	Job #	Pay Scale group	PS level	01.05.2018 Amount	01.05.2019 Amount	01.05.2020 Amount
<b>Lead Hand Build Mgt Syst TchI</b>	<b>196</b>	<b>10U</b>		40.94	41.76	42.60
	<b>194</b>	<b>09U</b>		40.94	41.76	42.60
<b>Build Mgt Syst TchII Engineer A</b>	<b>193</b>	<b>08U</b>		37.91	38.67	39.44
	<b>203</b>	<b>07U</b>		37.91	38.67	39.44
<b>Build Mgt Syst TchIII Engineer B</b>	<b>195</b>	<b>06U</b>		35.00	35.70	36.41
	<b>197</b>	<b>04U</b>		35.00	35.70	36.41
<b>Engineer C</b>	<b>199</b>	<b>03U</b>		32.82	33.48	34.15
<b>Op Eng Trainee I</b>	<b>91</b>	<b>02U</b>		23.99	24.47	24.96
<b>Op Eng Trainee II</b>	<b>93</b>	<b>01U</b>		20.38	20.79	21.21



**UNIFOR - Temp L2003**

Personnel Area **0002**  
 Personnel Subarea **4350**  
 Pay Scale Type: **64**  
 Pay Scale Area: **01**

**Jobs, Rates and Dates: same as F/T**  
 positions must have 'Temp' in the position title



**Class Specification**

- Lead Hand**
- leads and assigns work to a group of Engineers;
  - ability to lead, train, and communicate effectively;
  - would have obtained either a 2<sup>nd</sup> or 3<sup>rd</sup> class operating engineer's certificate; and
  - One (1) year experience as a 2<sup>nd</sup> or 3<sup>rd</sup> class licensed operating engineer with a minimum of one (1) year of experience at the University of Toronto.

- Engineer A - employed as a 2<sup>nd</sup> class operating engineer and has acquired a 2<sup>nd</sup> class operating engineer's certificate with a minimum of one (1) year of operating engineer's experience.
- Engineer B - employed as a 3<sup>rd</sup> class operating engineer and has acquired a 3<sup>rd</sup> class operating engineer's certificate with a minimum of (1) year of operating engineer's experience.
- Engineer C - employed as a 4<sup>th</sup> class operating engineer and has acquired a 4<sup>th</sup> class operating engineer's certificate with a minimum of one (1) year operating engineer's experience.
- Trainee I - Completed one (1) year in the University's operating engineer trainee program.
- Trainee II - starting level in the University of Toronto trainee program.
- BMS Technician I - employed as a 3<sup>rd</sup> class Operating Engineer, and has a minimum of three (3) years experience as a BMS Technician II.
- BMS Technician II - employed as a 3<sup>rd</sup> class Operating Engineer, and has a minimum of two (2) years experience as a BMS Technician III.
- BMS Technician III - employed as a 3<sup>rd</sup> class Operating Engineer, and has a minimum of three (3) years Operating Engineer experience.

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**SCHEDULE II: DESIGNATED AUTHORITIES**

The University will supply the Union with an updated list of Designated Authorities as required.

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**SCHEDULE III: PENSION PLAN**

The Employer and the employees shall continue to make contributions to the Pension Plan for Members of the Academic and Administrative Staff of the University of Toronto in accordance with the provisions and regulations of the said plan during the term of this Agreement.

Employees who become eligible shall be enrolled in the said Pension Plan on the date of eligibility. Notwithstanding, the Employer shall have the right to amend or change the said Pension Plan during the term of this Agreement.

\*\*\*\*\*

**SCHEDULE IV: P2614 PENSION PLAN**

Consistent with the University's policy requiring employees to retire at age 65, those employees 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 V: LONG-TERM DISABILITY PLAN**

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

New employees will be required to enroll in the said plan within one (1) month of the first day of employment.

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

\*\*\*\*\*

**SCHEDULE VI: GROUP LIFE AND SURVIVOR INCOME PLAN**

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.

The Employer shall have the right to amend or change the Group Life and Survivor Income Plan for Members of the Academic and Administrative Staff during the term of this Agreement.

\*\*\*\*\*

**SCHEDULE VII: DENTAL CARE PLAN**

The Employer agrees to contribute not less than eighty (80) percent 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.

As a condition of continued employment, an employee covered by the terms of this Agreement shall be enrolled in the Dental Care Plan. Employees who are covered by a dental plan through their spouse’s enrollment elsewhere may request exemption from the University of Toronto Dental Care Plan.

\*\*\*\*\*

**SCHEDULE VIII: EXTENDED HEALTH CARE PLAN**

The Employer shall subsidize the cost to the employee of the University of Toronto Extended Health Care Plan at seventy-five (75) percent of the monthly premium, for all participating employees.

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

Employees will be covered for hearing aids at \$500/1 ear; \$1000/2 ears every 3 years effective July 1, 2009.

Employees will be covered for Paramedical Services (combined) up to eight hundred (800) dollars effective July 1, 2018 per year.

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

\*\*\*\*\*

**SCHEDULE IX: JOINT MEMBERSHIP PLAN**

Employees who are members of the Unifor Canada, Local 2003 unit are eligible for membership in the Joint Membership Plan for staff of the University of Toronto, subject to the provisions established with respect to such membership.

The Employer shall have the right to amend or change the said Joint Membership Plan during the term of this Agreement. Should it become necessary to amend or change the said Plan, the Employer will discuss such amendments or changes with the Union.

\*\*\*\*\*

**SCHEDULE X: VISION CARE PLAN**

A Vision Care Plan will be provided to members of the Unifor Canada Local 2003, employed by the University of Toronto with the following benefits:

- Coverage up four hundred (400) dollars every two (2) years per family member with no deductible.
- The University subsidy will be fifty (50) percent of the cost of the premiums.
- Coverage includes contact lenses and prescription sunglasses.
- Effective July 1, 2018, add coverage for eye exams to a maximum of \$90 per person every twenty-four months.
- Membership will be mandatory for all staff except those who have exempted themselves because they have coverage in a spousal plan.

The Employer shall have the right to amend or change the said Vision Care Plan during the term of this agreement.

\*\*\*\*\*

**SCHEDULE XI: TUITION WAIVER FOR DEPENDANTS**

**INTRODUCTION**

In order to assist staff members who have dependants or a spouse or partner who wishes to pursue university studies, towards their first undergraduate degree or certificate, the University will extend a waiver of the academic tuition fee for specific University of Toronto programs.

## TERMS OF REFERENCE

An eligible spouse or dependant must have met the admission requirements for the qualifying programs and followed the normal procedures regarding application for admission and registration before application is made for tuition waiver.

For the purposes of this policy:

- ♦ Dependants shall include the natural, legally adopted, step or foster child of the employee or spouse, who is not engaged in active employment and is dependent on the employee or spouse for financial support, and is under the age of 25;
- ♦ Spouse shall mean spouse as defined in the *Ontario Human Rights Code* as amended by the *Spousal Relationship Statute Law Amendment Act, 2005*;
- ♦ Academic tuition fee by definition excludes application, registration service, examination and other incidental fees.

## ELIGIBILITY

This benefit is available to:

- ♦ Staff members of the University, full-time or part-time of 25% or more, or sessionals. In the case of part-time staff members, the benefit will be pro-rated in accordance with the part-time appointment.
- ♦ Dependant, spouse or partner proceeding towards a degree or first certificate in a qualifying programme (not special students). Qualifying programs are described under PROVISIONS (below).
- ♦ Staff members on approved leave of absence who have a commitment to return to their job, who are maintaining enrolment in all benefit programs.

## PROVISIONS

Eligible dependants will have their academic tuition fee waived for each academic year of the programme until the degree or certificate is awarded.

The academic tuition fee waiver is applicable to programs, which led to a first undergraduate degree or certificate, and which do not require prior undergraduate preparation since admission is normally gained directly from high school to the program of study. In cases where the program requires undergraduate preparation, only the undergraduate courses taken as part of the preparation are eligible.

For clarity, the fee waiver is applicable to the Transitional Year Programme and the Academic Bridging Programme.

Programmes in the following areas are also not eligible:

Royal Conservatory of Music  
 School of Continuing Studies  
 Woodsworth College diplomas

Where a student receives a scholarship, which provides for the payment of fees, the terms of the scholarship will apply prior to any waiver of tuition under this policy.

Questions concerning this policy should be directed to the appropriate local Human Resources Department. The value of the tuition waiver under this provision is a taxable benefit to the employee.

\*\*\*\*\*

## **SCHEDULE XII: EDUCATIONAL ASSISTANCE**

### **INTRODUCTION**

In keeping with its policy objective to provide staff members with opportunities for personal development and establish a working environment that will encourage them to develop their abilities, the University has designed this practice on Educational Assistance. Its provisions define the extent to which the University will financially assist staff to further their formal education.

### **TERMS OF REFERENCE**

Qualifying staff members referred to below are those staff who are eligible in terms of University service (described under ELIGIBILITY) and have academic acceptability by the Faculty, School, Centre, etc., from whom the course is to be taken and the approval of the Department Head before beginning the course as described under PROCEDURES.

### **ELIGIBILITY**

Bargaining unit employees whether full-time, part-time of twenty-five (25) percent or more, or sessional are eligible. In the case of part-time staff members for the first three years' continuous service, the funding is pro-rated in accordance with the part-time appointment.

### **PROVISIONS**

#### **1. One Hundred (100) Percent Tuition Waived**

Tuition fees are waived for a qualifying staff member taking:

- 1) A University of Toronto course, up to and including the Master's level. For undergraduate courses, the maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and one (1) full course during

the Summer session and reimbursement will be limited to the equivalent general Arts and Science course tuition fee. For Master's level programmes the tuition waiver shall be limited to the part-time programme fee or two thousand five hundred (\$2,500) dollars per academic year, whichever is less. The University will also waive the balance of degree fee, to the lesser of the equivalent remaining programme fee or two thousand five hundred (\$2,500) per year, so long as the employee has already received a tuition waiver under this policy; or

- 2) a University of Toronto course taken as part of the "academic bridging" programme, or
- 3) a University of Toronto course taken as a "special student" or
- 4) a diploma or certificate programme offered through Woodsworth College or other University of Toronto academic divisions, for which student are registered as University of Toronto students and receive a diploma at Convocation in accordance with the University Policy on Diploma and Certificate Programmes. The maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and one (1) full course during the summer session and reimbursement will be limited to the equivalent general Arts & Science course tuition fee.
- 5) courses offered by the School of Continuing Studies that are work or job related, up to a maximum of five hundred (\$500) dollars per course, and personal interest courses for which a taxable benefit is assessed up to a maximum of two hundred and fifty (\$250) dollars per course, with a combined maximum four (4) courses per academic year.

Courses should be taken outside of normal working hours. However, if the course is not otherwise available, one such course at a time may be taken during normal working hours provided the approval of the Department Head is obtained and alternative work arrangements are made.

## 2. Fifty (50) Percent Tuition Reimbursed

50 Percent of tuition fees will be reimbursed to a qualifying staff member who shows successful completion of a job-related course given at a recognized educational institution (other than those in 1. above). Such courses should be taken on the staff member's own time, after normal working hours and must be either:

- (a) Individual skill improvement courses which are related to the staff member's present job or to jobs in the same field to which the staff member might logically aspire, or
- (b) Courses of study leading to undergraduate certificates, diplomas or degrees offered at recognized educational institutions. Such courses must either be an asset to the staff member in the performance of their present job or directly

related to their potential career. Individual courses, even though unrelated, will qualify provided they are part of an eligible certificate, diploma or degree program.

#### **APPENDIX A: TRAINING OF OPERATING ENGINEER (TRAINEES)**

The Employer and the Union recognize the desirability of a broad training programme for operating engineers requiring experience in more than one unit. With this in mind, the parties have reached the following understanding:

1. The twenty-four (24) month programme is established at the University of Toronto for the purpose of training applicants selected by the Employer as operating engineers. This period may be shortened if the Trainee successfully completes the requirements of the programme earlier than the twenty-four (24) months and is hired by the Employer as an operating engineer.
2. The employee will be classified as a "Trainee" and will be entitled to all conditions, rights and privileges under the Agreement except Articles 12:01 and 13:01. However, at the conclusion of thirty (30) working days of service the Trainee shall be enrolled in the applicable University of Toronto benefit programs in accordance with this Agreement.
3. A Trainee who has successfully completed the training programme and received an operating engineer's certificate, and has been the successful applicant as an operating engineer, shall be entitled to seniority retroactive to the date on which they were initially employed as a Trainee.
4. The training period will be terminated, unless otherwise mutually agreed to by the Employer and the Union, after a period of twenty-four (24) months. The Employer may discharge a Trainee at any time during the training period, without cause and at the sole discretion of the Employer. Should it be necessary to terminate the employment of a Trainee prior to the completion of the training programme for unsatisfactory performance, the Employer will notify the Union accordingly.
5. The Employer agrees that Trainees will not be used to replace members of the bargaining unit for purposes of reduction of regular hours of work or overtime.
6. Trainees will have successfully completed the 4<sup>th</sup> Class Operating Engineers Modular Training Programme as recommended by the Technical Standards and Safety Authority (T.S.S.A.).
7. When a Trainee who has been qualified as a 4<sup>th</sup> class operating engineer is assigned temporarily to do the work of a member of the bargaining unit, they shall receive the appropriate rate while performing the work.

8. It is the Employer's intention to discuss with the Union the Training Programme for the purposes of improving the programme.
9. Should employment not be available to the Trainee upon successful completion of the training programme, for a twelve (12) month period the Trainee will receive preferential consideration as a 4<sup>th</sup> Class Engineer, should a position remain available after the job posting process has been exhausted.

## APPENDIX B: POOLED EMPLOYEE CHILD-CARE BENEFIT PLAN

Members with a dependent eligible child under the age of seven will be eligible for reimbursement of child-care expenses as follows:

### PART 1

- 1) The maximum half-day reimbursement will be \$10.00 per day. A half-day is defined as a minimum of four (4) hours to a maximum of six (6) hours of care, or where the parent is being charged a half-day rate by the child care provider.
- 2) The maximum full-day reimbursement will be \$20.00 per day. A full-day rate is defined as six (6) or more hours of care, or where the parent is being charged a full-day rate.
- 3) Reimbursement is limited to fifty percent (50%) of the lesser of (i) the amount actually paid; and (ii) the usual and customary amount charged by the service provider for the same child care services. Between January 1 and February 1, 2010, and between January 1 and February 1 of subsequent calendar years, members must provide to the University, in a single package, detailed receipts substantiating the child care expenses in respect of which reimbursement is sought for the previous calendar year along with proof of payment (e.g., credit card receipt, front and back of cancelled cheque, or a validated receipt). Reimbursement in respect of a calendar year shall be made in one lump sum cash payment, less applicable withholdings, if any.
- 4) Reimbursement will be made only for child care expenses (as defined in the *ITA-Income Tax Act*) incurred by the Member. The University makes no representations as to whether a deduction from income is available under the *Income Tax Act* in respect of any amounts paid or payable under this plan.
- 5) If both parents are eligible for reimbursement under a child-care benefit plan at the University only one shall be entitled to claim reimbursement under any such plan in a calendar year.
- 6) The plan maximum of \$2,000 per child will be provided annually, based on a calendar year. The amount will be prorated for less than full-time equivalent employment. A Member who has been appointed for less than the full calendar year

shall be entitled to a pro rata amount for that year. There are no carryover provisions if the full \$2,000 is not used in any given year.

- 7) The terms "child care expense" and "eligible child" in this plan shall have the meanings given to them in subsection 63(3) of the ITA. The term "child" shall have the extended meaning given to that term in subsection 252(1) of the ITA such that, where used in this plan, the term "child" shall include a natural, step, common-law or adopted child or ward under the age of seven.

## PART 2

- 1) Payments to be made by the University under this plan shall be paid solely out of the general operating monies of the University. The University shall not be required to contribute or set aside any amounts to a separate fund or account to satisfy its obligations under this plan, or otherwise secure its obligations under this plan.
- 2) The value of the annual eligible claims under this plan shall not exceed the total amount available in the plan pool. The amount in this plan pool shall be based on the total of the amounts apportioned to each of bargaining units participating in the pool. If pool membership changes during the life of this collective agreement, and the plan pool amount accordingly changes, the Union will be so notified.
- 3) The value of the annual eligible claims under this plan shall not exceed this annual plan pool. If, in a given year, the value of the eligible claims under this plan is greater than that amount, all claims will be reimbursed on a pro-rated basis.
- 4) All Unions participating in this plan pool will be notified of the amount in the pool at the beginning of each benefit year.

**LETTER OF INTENT: SCHEDULING**

April 25, 2018

Mr. Bruce Teran  
National Representative  
Unifor Canada National Office  
205 Placer Court  
Toronto, ON M2H 3H9

Dear Mr. Teran,

The Employer intends to continue the present system of establishing and maintaining shift schedules. The present system of establishing and stop times will remain unchanged.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: ALTERNATIVE SCHEDULING**

April 25, 2018

Mr. Bruce Teran  
National Representative  
Unifor Canada National Office  
205 Placer Court  
Toronto, ON M2H 3H9

Dear Mr. Teran,

Within thirty (30) days of ratification of the renewal collective agreement, the parties agree to meet to discuss a possibility of alternative schedules for all campuses. Topics for discussion shall include summer hours and shift rotation (MAD/DAM).

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: TIME OFF IN LIEU OF OVERTIME PAYMENT/PAID HOLIDAY**

April 25, 2018

Mr. Bruce Teran  
National Representative  
Unifor Canada National Office  
205 Placer Court  
Toronto, ON M2H 3H9

Dear Mr. Teran,

It is agreed that for the duration of the present Collective Agreement an employee shall have the option of requesting equivalent time off for time earned between May 1<sup>st</sup> and April 30<sup>th</sup> in lieu of overtime payment or for working on a paid holiday. Such lieu time off, if approved, shall be granted at a date mutually agreeable to the employee and their supervisor. Time off in lieu will not be granted in the event that overtime would be incurred by this arrangement.

The maximum amount of lieu time that may be accumulated by an employee at any time during the year is eighty (80) hours. Beginning April 30, 2007 the maximum amount of lieu time that may be carried forward to the next fiscal year will be forty (40) hours. Employees wanting to carry lieu time to the next fiscal year (up to forty hours (40) hours) must make this request to their supervisor, in writing, prior to April 1<sup>st</sup>. Any additional accumulated time in excess of forty (40) hours will be paid out at that time.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: TEMPORARY TRANSFERS**

April 25, 2018

Mr. Bruce Teran  
National Representative  
Unifor Canada National Office  
205 Placer Court  
Toronto, ON M2H 3H9

Dear Mr. Teran,

The Employer will endeavour to transfer those Operating Engineers who request to be transferred on a temporary basis when opportunities arise.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: JOB CLASSIFICATION DOWNGRADING**

April 25, 2018

Mr. Bruce Teran  
National Representative  
Unifor Canada National Office 205 Placer Court  
Toronto, ON M2H 3H9

Dear Mr. Teran,

The University agrees that the job classification of any employee will not be downgraded as a result of the reclassification of any building, plant, or CCMS in which the employee is employed at the time of such reclassification during the term of this agreement.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: HEALTH AND SAFETY CERTIFICATION TRAINING**

April 25, 2018

Mr. Bruce Teran  
National Representative  
Unifor Canada National Office 205 Placer Court  
Toronto, ON M2H 3H9

Dear Mr. Teran,

The University agrees to provide to three (3) members of the bargaining unit training to certify those members as Health & Safety representatives for the life of this agreement.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: HEALTH AND SAFETY**

April 25, 2018

Mr. Bruce Teran  
National Representative  
Unifor Canada National Office  
205 Placer Court  
Toronto, ON M2H 3H9

Dear Mr. Teran,

**Contact With Retirees Who May Have Been Exposed to Hazardous Substances:**

The University of Toronto agrees to work in a cooperative manner with the Union with respect to hazardous workplace substances.

The University agrees to contact retirees and inform them of the Union's intention to gather data with respect to potential health effects relating to exposure to hazardous materials in the workplace. Subject to the written informed consent from the retiree, a recognized, independent third party may collect this information.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

LETTER OF INTENT: NEW TECHNOLOGY AND/OR NEW EQUIPMENT

April 25, 2018

Mr. Bruce Teran  
National Representative  
Unifor Canada National Office 205 Placer Court  
Toronto, ON M2H 3H9

Dear Mr. Teran,

The University is committed to fostering a culture of career development and addressing training and development needs. Where the employer introduces, implements, or upgrades equipment or technology, the University will attempt to provide information session with vendors and/or arrange for training that may be required for members of the bargaining unit to effectively and efficiently maintain and operate any new such technology and/or equipment.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: FULL UTILIZATION OF THE BARGAINING UNIT**

April 25, 2018

Mr. Bruce Teran  
National Representative  
Unifor Canada National Office  
205 Placer Court  
Toronto, ON M2H 3H9

Dear Mr. Teran,

During our recent negotiations, the Union suggested that certain work currently contracted out could be performed more cost effectively by members of the bargaining unit. To explore this possibility, the parties agree to discuss at a tri-campus Union-Management committee meeting for the purpose of considering and implementing a pilot project. The parties will study the feasibility of allowing bargaining unit employees to perform work within the scope of Article 1:01 that is currently performed by external contractors. It is agreed this letter in no way restricts the Employer's rights under Article 27:01.

The Union will submit a list of items to the tri-campus Union / Management committee for review. The Committee will conduct a review of the list submitted and suggest ways to improve work processes and /or workforce utilization to affect keeping the work in-house or where it is prudent, contracting out the work. Where it can be determined and substantiated with objective data this will result in cost savings to the employer, work may be assigned and scheduled on an overtime basis at the applicable wage rate as a pilot project, initially at the St. George campus. Work will first be distributed in an equitable manner to qualified employees within the immediate geographical areas, on the basis of seniority. In the event overtime assignments are not filled, the overtime will be made available, to remaining qualified employees of the bargaining unit by seniority.

The employer will periodically evaluate the project for the purposes of assessing cost savings, operational effectiveness, productivity and quality of work. The viability of the project will be a standard agenda for joint discussion at each Union-Management meeting. Either party may terminate this project with two (2) weeks written notice or no later than the term of this agreement.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: PENSION PLAN**

April 25, 2018

Mr. Bruce Teran  
National Representative  
Unifor Canada National Office 205 Placer Court  
Toronto, ON M2H 3H9

Dear Mr. Teran,

During the term of the collective agreement, and unless otherwise required by law, any changes to the required participant contributions provisions or benefit provisions of the University of Toronto Pension Plan in respect of employees who are members of the bargaining unit will be subject to negotiation between the University and the Union. If the parties do not reach agreement, then they will jointly select and appoint a single arbitrator who will hear the matter and issue an award binding on the parties. The parties may agree to engage in mediation with a jointly selected and appointed mediator prior to commencing binding arbitration.

In the event of any amendments to the said plan during the life of the Collective Agreement, the employer will discuss with the Union any such amendments.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: UNION MEETINGS**

April 25, 2018

Mr. Bruce Teran  
National Representative  
Unifor Canada National Office  
205 Placer Court  
Toronto, ON M2H 3H9

Dear Mr. Teran,

The University of Toronto agrees, subject to operational and safety considerations, to allow employees at the Mississauga and Scarborough locations to adjust their workday by thirty (30) minutes in order to attend General Union Membership meetings at the St. George location, provided notice is given five (5) working days prior to the meeting.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

## LETTER OF INTENT: ST. GEORGE CAMPUS SHIFT OPERATIONS TO ADDRESS SINGLE PLANT AND SAFETY ISSUES

April 25, 2018

Mr. Bruce Teran  
National Representative  
Unifor Canada National Office  
205 Placer Court  
Toronto, Ontario M2H 3H9

Dear Mr. Teran,

It is agreed that the following changes were made in order to fully comply with the Operating Engineers Regulations and TSSA requirements for single plant registration of all St. George campus equipment and to address safety issues. The Chief Engineer is responsible for compliance with the Operating Engineers Regulations at the St George campus. In the Chief Engineer's absence, unless otherwise designated by the Chief Engineer, Engineer A at the Central Steam Plant assumes this responsibility. All Engineer B Building Shift Workers in the off hours will check in at the CSP at the start of their shift and will check in by mike phone/phone with the Shift Engineer (Engineer A)/Assistant Shift Engineer (Engineer B) every two (2) hours thereafter. When Building Engineers come on site on afternoons, midnights or weekends, they are required to check in by phone to the Shift Engineer/Assistant Shift Engineer in CSP at the beginning and end of time on site. These employees will continue their duties of the off-hour/daily shift routine.

If an Engineer B Building Shift Worker needs assistance, the Shift Engineer will be notified, and using their best judgment to prioritize the situation, they will have the authority to deploy the Assistant Shift Engineer and/or Engineer B Shift Worker(s) to attend the situation. (The Building Engineer Off-hour Call-in List can be used to augment available staff to respond to the outside emergencies.)

Teams may attend to routine maintenance assignments or respond to off-hours emergencies wherever safety procedures require two (2) persons, such as but not limited to: Erecting extension and step ladders to access equipment to contain an emergency situation; (Ceiling leaks, pipe breaks of HVAC equipment access etc.); Erecting asbestos "tents" to respond to emergencies in Designated Buildings; Attending to "Strange Odour Calls" as per Utilities Department procedure; and Upcoming confined space regulation issues.

These changes are implemented to resolve problems with our traditional reporting structure and to improve our operations in the following ways:

- The University complies with the *Technical Standard and Safety Act - 2000*, Ontario Regulation 219101.

- The safety issues relating to Engineers working alone during emergencies are addressed more defined communication process and duties.
- Emergency response to faculty, staff and student needs is expedited by providing access to a motor vehicle parked in the Trades Shop parking lot in the after hours operation. An emergency response kit/box will be assembled and placed on this vehicle at the time of use, to facilitate quicker corrective action and reduced property damage.

Yours truly,

Gurmel Multani  
Chief Operating Engineer & Manager, CSP

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: LEAD HAND RATE AT ST. GEORGE CENTRAL STEAM PLANT**

April 25, 2018

Mr. Bruce Teran  
National Representative  
Unifor Canada National Office  
205 Placer Court  
Toronto, Ontario M2H 3H9

Dear Mr. Teran,

Shift Engineers (Engineer A) at the St. George Central Steam Plant will be paid at the Lead Hand rate during the term of the 2018-2021 Collective Agreement.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: CHILD CARE BENEFIT POOL**

April 25, 2018

Mr. Bruce Teran  
National Representative  
Unifor Canada National Office  
205 Placer Court  
Toronto, ON M2H 3H9

Dear Mr. Teran,

It is agreed for the duration of the present collective agreement the University will contribute a total of twenty thousand dollars (\$20,000) per year to the Child Care Benefit Pool detailed in Appendix B.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF AGREEMENT: IMPACT OF EMPLOYMENT INSURANCE LEGISLATIVE CHANGES**

April 25, 2018

Mr. Bruce Teran  
National Representative  
Unifor Canada National Office  
205 Placer Court  
Toronto, ON M2H 3H9

Dear Mr. Teran,

The parties agree that an employee who is entitled to and provided with salary during the one-week waiting period and top up pursuant to Article 20:02(b) will receive one paid week of leave ("Parental Transition Week") immediately following the end of their EI pregnancy or parental leave (the end of their combined leaves for employees who take both pregnancy and parental leave). This Parental Transition Week will be in addition to the leave entitlement set out in Article 20:02(a).

During the Parental Transition Week, employees will be paid 100 per cent of their weekly salary.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: CCMS**

April 25, 2018

Mr. Bruce Teran  
National Representative  
Unifor Canada National Office  
205 Placer Court  
Toronto, ON M2H 3H9

Dear Mr. Teran,

During the 2018 round of collective bargaining, the Union expressed concerns about the future of the Central Control and Monitoring System ('CCMS') function. To help alleviate these concerns, the University explained its current plans in respect of CCMS, including the evolving role of Building Management Systems Technicians. This role will be significant for operational advances in building management, as well as energy, greenhouse gas reduction, and overall synchronistic operations. These operational advances will be facilitated through site operational monitoring, i.e. central steam plant to individual buildings, at a holistic/overall systems level (as opposed to the level of individual equipment) through understanding of energy flows, building mechanical and electrical controls, and automation integrity. This evolution is intended to increase the overall significance of the CCMS function and strengthen the capability of bargaining unit staff who will be trained to help ensure ongoing stability and future success.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: SUSTAINABILITY COMMITTEE**

April 25, 2018

Mr. Bruce Teran  
National Representative  
Unifor Canada National Office 205 Placer Court  
Toronto, ON M2H 3H9

Dear Mr. Teran,

The University and the Union recognize the importance of protecting the environment and promoting environmentally sustainable practices in the workplace. To that end, during the life of this Collective Agreement, the parties agree to meet and discuss establishing a sustainability committee with the aim of exploring initiatives and practical measures that address issues related to sustainability, climate change, the University's carbon footprint, and minimizing the unnecessary consumption of resources.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

LETTER OF INTENT: CENTRAL HEALTH & SAFETY COMMITTEE

April 25, 2018

Mr. Bruce Teran  
National Representative  
Unifor Canada National Office  
205 Placer Court  
Toronto, ON M2H 3H9

Dear Mr. Teran,

During the current round of collective bargaining, the University and the Union agreed to establish a Central Health & Safety Committee made up of eight (8) members, four (4) appointed by the Union and four (4) appointed by the University, as follows: two (2) Union and two (2) University members from the St. George campus, and one (1) Union and one (1) University member from each of UTM and UTSC. The Central Health & Safety Committee shall meet three (3) times per year, once at each campus.

The University and the Union further agreed that the first meeting of the Central Health & Safety Committee will be held at the St. George campus within ninety (90) days of ratification of the renewal collective agreement. The purpose of the first meeting shall be to commence discussions establishing the terms of reference for the Central Health & Safety Committee. For clarity, the Central Health & Safety Committee shall not be considered or deemed to be a Joint Health & Safety Committee (JHSC) in accordance with the *Occupational Health & Safety Act* or any other applicable legislation.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

LETTER OF INTENT: OVERTIME OPPORTUNITIES - ST.GEORGE CAMPUS

April 25, 2018

Mr. Bruce Teran  
National Representative  
Unifor Canada National Office  
205 Placer Court  
Toronto, ON M2H 3H9

Dear Mr. Teran,

During the current round of collective bargaining, the University and the Union discussed the availability of employees at the St. George campus to work overtime. It is agreed that for the duration of the present Collective Agreement, once the Overtime Distribution process set out in Article 15:03 has been satisfied the University may fill any remaining overtime requirements from a list of volunteers. The list of volunteers will contain the names of those employees on the St. George campus who wish to be contacted for supplemental overtime opportunities as they occur from time to time. The list of volunteers will be reviewed and updated every six (6) months. For clarity, there shall be no requirement for the University to utilize this list and the University may continue to engage contractors and/or external workers as it deems appropriate.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

## JOINT LETTER OF INTENT: JOINT TRAINING WORKING GROUP

April 25, 2018

Mr. Bruce Teran  
National Representative  
Unifor Canada National Office  
205 Placer Court  
Toronto, Ontario M2H 3H9

Dear Mr. Teran,

The parties agree to establish a Joint Training Working Group composed of four (4) members, two (2) representing the University of Toronto and two (2) employees representing the Union, one of who will be designated a Training Coordinator. The purpose of the committee is to enhance employees' current skill sets at the University, to provide employees with the skills to facilitate progression and to ensure the success of the current Trainee Program.

The Joint Training Working Group (JTWG) shall report and make recommendations to the Union/ Management committee. The JTWG shall meet once monthly unless otherwise agreed. The purpose of the JTWG is the following:

- To develop a training plan outlining timelines and skill sets to be developed;
- To advise on appropriate training standards;
- To identify resources and/or equipment to facilitate training;
- To identify roles and responsibilities of training;
- To identify other training needs identified by the parties.
- To offer constructive suggestions to the improvement of training on the job;
- To develop training reports and to monitor the overall progress of each training initiative.

Areas of training shall include but are not limited to;

Calibration of Controls  
CCMS - hardware and software  
Computer training - e.g. - Excel, Word, Administrative systems  
Contractor Courses  
Operation of Controls  
Opportunities for obtaining qualifying time

The parties recognize that in order for the training programs to succeed, there must be flexibility to temporarily relocate workers to ensure that there is adequate coverage of the operation while such training is conducted.

Employees will be paid their regular hourly rate for time spent in such training.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

## INDEX

- Alternative Scheduling, 44
- ARBITRATION, 9
- Assignment of Relief Scheduling Where Employees Fail to Report for Regular Shift, 15
- BENEFITS, 26
- BEREAVEMENT LEAVE, 20
- CCMS, 59
- CENTRAL HEALTH & SAFETY COMMITTEE, 61
- Change of Address, 12
- Child Care Benefit Pool, 57
- Clothing, 28
- COACHING LETTERS, 30
- Compassionate Care Leave, 23
- Dental Care Plan, 26, 35
- Designated as Supervisor or Acting Chief Supervisor, 13
- DESIGNATED AUTHORITIES, 33
- DISCIPLINARY INTERVIEW, 6
  - educational assistance, 38
  - Educational Assistance, 27
  - Employment Equity, 2
  - Extended Health Care Plan, 26, 35
  - full utilization of the bargaining unit, 51
- GENERAL, 28
- GRIEVANCE PROCEDURE, 7
  - Group Grievance, 8
  - Policy Grievance, 8
  - Step One, 7
  - Step Two, 7
- Group Life and Survivor Income Plan, 26, 34
- Health and safety, 29
- HEALTH AND SAFETY, 49
- HEALTH AND SAFETY CERTIFICATION TRAINING, 48
- HIRING, 10
- HOURS OF WORK AND OVERTIME, 13
- IMPACT OF EMPLOYMENT INSURANCE LEGISLATIVE CHANGES, 58
- Job Classification Downgrading, 47
- JOB SECURITY, 26
- Joint Membership Plan, 27, 36
- JOINT TRAINING WORKING GROUP, 63
- JURY DUTY OR CROWN WITNESS SERVICE, 24
- LEAVES OF ABSENCE, 20
- LETTER OF INTENT: LEAD HAND RATE AT ST. GEORGE CENTRAL STEAM PLANT, 56
- Long-Term Disability Plan, 26, 34
- Loss of Seniority, 11
- Lunch Period, 14
- MANAGEMENT RIGHTS, 1
- Meal Allowance, 15
- MODIFICATION OR TERMINATION, 29
- Mutual Relief, 15
- National Day of Mourning, 29
- new technology and/or new equipment, 50
- NO DISCRIMINATION, 1
- No Pyramiding, 15
- NO STRIKES OR LOCKOUTS, 5
- Non-Birth Parent Leave, 22
- Overtime Distribution, 14
- OVERTIME OPPORTUNITIES - ST. GEORGE CaMPUS, 62
- P2614 Pension Plan, 34
- Paid Educational Leave, 23
- PAID HOLIDAYS, 16
- PAID PERSONAL LEAVE OF ABSENCE, 23
- Parental Leave, 22
  - pension plan, 52
- Pension Plan, 26, 33
- Personnel Files, 28
- Phone Calls, 15
- Pooled Employee Child-Care Benefit Plan, 41
- Pregnancy Leave, 20
- Presidential Holidays, 16
- PROBATIONARY EMPLOYEES, 11
- Recall, 14
- RECOGNITION AND COVERAGE, 1
- RELIEVING HIGHER CLASSIFICATION, 25
- Replacement and Security of Tools, 28
- Safety Shoes or Boots, 28
- Saturday Premium, 13
- SCHEDULING, 43
- Scheduling of All Vacation Credits, 18
- SENIORITY, 11

Seniority List, 13  
 Sexual Harassment, 2  
 Shift Premiums, 13  
 Short Shift Change, 14  
 SICK LEAVE, 19  
 ST. GEORGE CAMPUS SHIFT  
   OPERATIONS TO ADDRESS SINGLE  
   PLANT AND SAFETY ISSUES, 54  
 Sunday Premium, 13  
 SUSPENSION OR DISCHARGE, 7  
 Suspension/Discharge Grievance, 8  
 Sustainability Committee, 60  
 TECHNOLOGICAL CHANGE, 25  
 Temporary Employees, 10  
 Temporary Lay-off Notice, 12  
 Temporary Transfers, 46  
 Termination Lay-off Notice, 12  
 Three Days Off With Pay, 16  
 Time Limits, 9  
 TIME OFF IN LIEU OF OVERTIME  
   PAYMENT/PAID HOLIDAY, 45  
 Training, 4  
 Training of operating engineer  
   (Trainees), 40  
 TUITION WAIVER FOR DEPENDANTS, 36  
 Tuition Waiver for Dependents, 27  
 UNION MEETINGS, 53  
 UNION REPRESENTATION, 6  
 UNION SECURITY AND CHECK-OFF, 4  
 UNION/MANAGEMENT COMMITTEE, 27  
 VACANCIES AND TRANSFERS, 24  
 VACATION WITH PAY, 17  
 Vision Care Plan, 27, 36  
 WAGE RATES, 13  
 wages, 32  
 WAGES, 32  
 Whistleblower Protection, 29  
 WORK DONE BY SUPERVISORS, 25  
 Workplace Harassment, 4



UNIVERSITY OF  
**TORONTO**

## COLLECTIVE AGREEMENT

-BETWEEN-

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

-AND-

Unifor – Canada and Its Local, 2003



Term of Agreement: May 1, 2018 to April 30, 2021

Accessible formats of this Collective Agreement are available upon request.  
Please contact us at [labour.relations@utoronto.ca](mailto:labour.relations@utoronto.ca).

## TABLE OF CONTENTS

<b>ARTICLE 1: RECOGNITION AND COVERAGE .....</b>	<b>1</b>
<b>ARTICLE 2: MANAGEMENT RIGHTS .....</b>	<b>1</b>
<b>ARTICLE 3: NO DISCRIMINATION .....</b>	<b>1</b>
Employment Equity.....	2
Sexual Violence and Sexual Harassment .....	2
Workplace Harassment .....	4
<b>ARTICLE 4: UNION SECURITY AND CHECK-OFF.....</b>	<b>4</b>
<b>ARTICLE 5: NO STRIKES OR LOCKOUTS.....</b>	<b>5</b>
<b>ARTICLE 6: UNION REPRESENTATION .....</b>	<b>6</b>
<b>ARTICLE 7: DISCIPLINARY INTERVIEW .....</b>	<b>6</b>
<b>ARTICLE 8: SUSPENSION OR DISCHARGE .....</b>	<b>7</b>
<b>ARTICLE 9: GRIEVANCE PROCEDURE .....</b>	<b>7</b>
Informal Step.....	7
Step One .....	7
Step Two.....	7
Group Grievance.....	8
Policy Grievance .....	8
Suspension/Discharge Grievance.....	8
Time Limits.....	9
<b>ARTICLE 10: ARBITRATION .....</b>	<b>9</b>
<b>ARTICLE 11: HIRING.....</b>	<b>10</b>
Temporary Employees .....	10
<b>ARTICLE 12: PROBATIONARY EMPLOYEES .....</b>	<b>11</b>
<b>ARTICLE 13: SENIORITY .....</b>	<b>11</b>
Loss of Seniority .....	11
Temporary Lay-off Notice.....	12
Termination Lay-off Notice .....	12
Change of Address.....	12
Seniority List .....	13
<b>ARTICLE 14: WAGE RATES .....</b>	<b>13</b>
Saturday Premium.....	13
Sunday Premium .....	13
Shift Premiums.....	13
Designated as Supervisor or Acting Chief Supervisor.....	13
<b>ARTICLE 15: HOURS OF WORK AND OVERTIME .....</b>	<b>13</b>
Overtime Distribution.....	14
Short Shift Change.....	14
Lunch Period .....	14

Recall.....	14
Phone Calls .....	15
Mutual Relief .....	15
Assignment of Relief Scheduling Where Employees Fail to Report for Regular Shift	15
No Pyramiding.....	15
Meal Allowance .....	15
<b>ARTICLE 16: PAID HOLIDAYS .....</b>	<b>16</b>
Presidential Holidays.....	16
Three Days Off With Pay.....	16
<b>ARTICLE 17: VACATION WITH PAY .....</b>	<b>17</b>
Scheduling of All Vacation Credits .....	18
<b>ARTICLE 18: SICK LEAVE .....</b>	<b>19</b>
<b>ARTICLE 19: BEREAVEMENT LEAVE .....</b>	<b>20</b>
<b>ARTICLE 20: LEAVES OF ABSENCE.....</b>	<b>20</b>
Pregnancy Leave .....	20
Non-Birth Parent Leave .....	22
Parental Leave .....	22
Paid Educational Leave .....	23
Compassionate Care Leave .....	23
<b>ARTICLE 21: PAID PERSONAL LEAVE OF ABSENCE .....</b>	<b>23</b>
<b>ARTICLE 22: JURY DUTY OR CROWN WITNESS SERVICE.....</b>	<b>24</b>
<b>ARTICLE 23: VACANCIES AND TRANSFERS .....</b>	<b>24</b>
<b>ARTICLE 24: WORK DONE BY SUPERVISORS .....</b>	<b>25</b>
<b>ARTICLE 25: RELIEVING HIGHER CLASSIFICATION .....</b>	<b>25</b>
<b>ARTICLE 26: TECHNOLOGICAL CHANGE .....</b>	<b>25</b>
<b>ARTICLE 27: JOB SECURITY .....</b>	<b>26</b>
<b>ARTICLE 28: BENEFITS .....</b>	<b>26</b>
Pension Plan.....	26
Long-Term Disability Plan .....	26
Group Life and Survivor Income Plan .....	26
Dental Care Plan.....	26
Extended Health Care Plan.....	26
Joint Membership Plan.....	27
Vision Care Plan.....	27
Tuition Waiver for Dependents .....	27
Educational Assistance.....	27
<b>ARTICLE 29: UNION/MANAGEMENT COMMITTEE .....</b>	<b>27</b>
<b>ARTICLE 30: GENERAL.....</b>	<b>28</b>
Clothing .....	28

Safety Shoes or Boots .....	28
Personnel Files .....	28
Replacement and Security of Tools .....	28
<b>ARTICLE 31: MODIFICATION OR TERMINATION .....</b>	<b>29</b>
<b>ARTICLE 32: HEALTH AND SAFETY .....</b>	<b>29</b>
National Day of Mourning.....	29
Whistleblower Protection .....	29
<b>SCHEDULE I: WAGES .....</b>	<b>32</b>
<b>SCHEDULE II: DESIGNATED AUTHORITIES .....</b>	<b>33</b>
<b>SCHEDULE III: PENSION PLAN .....</b>	<b>33</b>
<b>SCHEDULE IV: P2614 PENSION PLAN .....</b>	<b>34</b>
<b>SCHEDULE V: LONG-TERM DISABILITY PLAN.....</b>	<b>34</b>
<b>SCHEDULE VI: GROUP LIFE AND SURVIVOR INCOME PLAN .....</b>	<b>34</b>
<b>SCHEDULE VII: DENTAL CARE PLAN .....</b>	<b>35</b>
<b>SCHEDULE VIII: EXTENDED HEALTH CARE PLAN .....</b>	<b>35</b>
<b>SCHEDULE IX: JOINT MEMBERSHIP PLAN.....</b>	<b>36</b>
<b>SCHEDULE X: VISION CARE PLAN .....</b>	<b>36</b>
<b>SCHEDULE XI: TUITION WAIVER FOR DEPENDANTS .....</b>	<b>36</b>
<b>SCHEDULE XII: EDUCATIONAL ASSISTANCE .....</b>	<b>38</b>
<b>APPENDIX A: TRAINING OF OPERATING ENGINEER (TRAINEES) .....</b>	<b>40</b>
<b>APPENDIX B: POOLED EMPLOYEE CHILD-CARE BENEFIT PLAN .....</b>	<b>41</b>
<b>LETTER OF INTENT: SCHEDULING .....</b>	<b>43</b>
<b>LETTER OF INTENT: ALTERNATIVE SCHEDULING .....</b>	<b>44</b>
<b>LETTER OF INTENT: TIME OFF IN LIEU OF OVERTIME PAYMENT/PAID HOLIDAY ....</b>	<b>45</b>
<b>LETTER OF INTENT: TEMPORARY TRANSFERS .....</b>	<b>46</b>
<b>LETTER OF INTENT: JOB CLASSIFICATION DOWNGRADING .....</b>	<b>47</b>
<b>LETTER OF INTENT: HEALTH AND SAFETY CERTIFICATION TRAINING.....</b>	<b>48</b>
<b>LETTER OF INTENT: HEALTH AND SAFETY .....</b>	<b>49</b>
<b>LETTER OF INTENT: NEW TECHNOLOGY AND/OR NEW EQUIPMENT .....</b>	<b>50</b>
<b>LETTER OF INTENT: FULL UTILIZATION OF THE BARGAINING UNIT.....</b>	<b>51</b>
<b>LETTER OF INTENT: PENSION PLAN.....</b>	<b>52</b>
<b>LETTER OF INTENT: UNION MEETINGS .....</b>	<b>53</b>
<b>LETTER OF INTENT: ST. GEORGE CAMPUS SHIFT OPERATIONS TO ADDRESS SINGLE PLANT AND SAFETY ISSUES.....</b>	<b>54</b>
<b>LETTER OF INTENT: LEAD HAND RATE AT ST. GEORGE CENTRAL STEAM PLANT ..</b>	<b>56</b>

LETTER OF INTENT: CHILD CARE BENEFIT POOL .....	57
LETTER OF AGREEMENT: IMPACT OF EMPLOYMENT INSURANCE LEGISLATIVE CHANGES.....	58
LETTER OF INTENT: CCMS .....	59
LETTER OF INTENT: SUSTAINABILITY COMMITTEE .....	60
LETTER OF INTENT: CENTRAL HEALTH & SAFETY COMMITTEE.....	61
LETTER OF INTENT: OVERTIME OPPORTUNITIES - ST.GEORGE CAMPUS .....	62
JOINT LETTER OF INTENT: JOINT TRAINING WORKING GROUP.....	63
INDEX .....	65