

COLLECTIVE AGREEMENT ENTERED INTO at the City of Toronto, in the Province of Ontario, as of December 18, 2018.

- between -

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

- and -

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 353  
Locksmiths Unit

(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 Locksmiths and Locksmith Apprentices in the employ of the University of Toronto working in and out of the Facilities and Services and Physical Plant Departments of the University of Toronto, save and except persons above the rank of Working Foreperson. 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 context otherwise provides.

#### ARTICLE 2: UNION SECURITY

2:01 It is agreed that the employees who are now, or hereafter become, members of the Union shall maintain their membership in the Union during the term of this Agreement.

##### Check Off

2:02 The Employer shall deduct from each pay in the amount equivalent to such monthly Union dues from the wages of every employee in the bargaining unit from the first week of employment. The amount of such dues shall be based upon the current dues amount as certified to the Employer by the Financial Secretary of the Union.

2:03 The amount deducted in accordance with Article 4:02 is to be remitted by cheque to the Union prior to the following month in which the deduction is made.

2:04 The Employer will at the time of making such remittance, hereunder to the Union, furnish it with a statement showing the names of those employees from whose pay such deductions has been made.

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### **ARTICLE 3: DISCRIMINATION**

- 3:01 The Employer shall not discriminate against an employee because of membership or activity in the Union or the exercise of their lawful rights, or with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex, sexual orientation, gender identity, gender expression, family status, ethnic origin, marital status, religion, nationality, ancestry or place of origin, political affiliation, place of residence, , physical handicap or disability provided that such handicap or disability does not clearly prevent the carrying out of the required duties. Any person covered by this Agreement who feels that they have suffered discrimination shall have the right to seek redress in accordance with the Grievance Procedure.

#### **Sexual Harassment**

- 3:02 Sexual harassment shall be considered discrimination.

- 3:03 For the purpose of this Collective Agreement, "sexual harassment" means:

An unsolicited sexual advance or solicitation if (a) submission is, expressly or by implication, made a term or condition of a person's right to or continuation or advancement of employment, or (b) submission or rejection is used as a basis for employment decisions affecting the person.

and/or

Unwelcome verbal or physical conduct, occurring during the employment relationship, that emphasizes another person's sex or sexual orientation that creates for the employee an intimidating, hostile or offensive working environment.

- 3:04 In the event that a grievance alleging sexual harassment is filed, where the alleged harasser is the person who would normally deal with a step of such grievances, the grievance shall automatically be sent forward to the next step.

#### **Workplace Harassment and Workplace Violence**

- 3:05 The University has created the Policy with Respect to Workplace Harassment and the Policy with Respect to Workplace Violence. A copy of each Policy has been provided to the Union. The Policies can also be accessed on the University's Governing Council website.

The University has also developed programs to implement each policy. The Human Resources Guideline on Civil Conduct (the "Civility Guideline") and the Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory Harassment constitute the University's

program that implements the Policy with respect to Workplace Harassment. The University of Toronto Workplace Violence Program implements the Policy with respect to Workplace Violence. A copy of the Civility Guideline, the Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory Harassment and the Workplace Violence Program has been provided to the Union. These documents can also be accessed through the University's Human Resources and Equity website.

The University recognizes the right of the Union to file a grievance on behalf of an employee alleging a violation of either Policy if all internal steps have been exhausted and the employee is unsatisfied with the outcome. Such grievance will be filed at Step 3 of the grievance procedure. If not resolved at Step 3, mediation or facilitation before an agreed-upon mediator or facilitator must occur 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.

#### **ARTICLE 4: MANAGEMENT FUNCTIONS**

4:01 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, layoff, and suspend or otherwise discipline employees subject to the provisions of this Agreement;
- c) establish and enforce rules and regulations, not inconsistent with the provisions of this Agreement, governing the conduct of the employees; and
- d) generally to manage and operate the University of Toronto.

#### **ARTICLE 5: NO STRIKES OR LOCKOUTS**

5:01 The Union agrees that there will be no strike, sit-down, slow-down, picketing or other interference with work, and in the event of any such action taking place, it will instruct the employees involved to return to work and perform their usual duties as well as to resort to the grievance procedure established herein. The Employer agrees that there will be no lockout of the employees during the term of this Agreement.

#### **ARTICLE 6: EMPLOYMENT EQUITY**

6:01 The University and the Union are committed to employment equity in employment of qualified persons of the following designated groups: women, aboriginal people, persons with disabilities and persons who are because of race or colour, a visible minority in Canada.

## **ARTICLE 7: UNION REPRESENTATION**

- 7:01 The Employer agrees that there shall be one (1) Union Steward to represent the employees in the bargaining unit. The Union will notify the Employer in writing of the appointment of the Union Steward.
- 7:02 The Union acknowledges that the Union Steward has a duty to perform on behalf of the Employer, and the Steward will not absent the employee from such duty unreasonably in order to attend to the grievances of the employees. In consideration of this acknowledgement and undertaking, the Employer will compensate the Steward for the time spent in handling grievances of employees and attending to Union business. Such compensation shall not extend beyond normal working hours. The Steward will be required to request leave from their foreman before leaving their work place and will report back to the employee on returning to same.
- 7:03 The Employer agrees to pay not more than one (1) member of the bargaining committee for any time lost from their regular employment for the purpose of conducting negotiations for contract renewal.
- 7:04 The Employer agrees that the Business Manager or Business Representative or the employees duly authorized representative shall have the right to enter the plant and speak with members of the Union during their working hours. The Union Representative or the employee's designate shall inform the Manager upon their arrival on site to speak with members of the bargaining unit.

## **ARTICLE 8: UNION/MANAGEMENT COMMITTEE**

- 8:01 The Employer and the Union agree to the formation of a Union/Management Committee to discuss matters of mutual interest. The Committee shall be comprised of two (2) elected or appointed representatives of the Union who are employed in the bargaining unit and two (2) representatives of Management; either party may invite additional representatives as required. The parties will meet quarterly or sooner as required, and the meeting shall be convened at a date mutually agreed upon between the parties with an agenda to be circulated at least one (1) week prior to each meeting. New business may be put forward at the time of the meeting. The purpose of the Committee shall be to promote harmony between the Employer and the employees, to make recommendations to improve the efficiency of the workforce, and any such other matters related to working conditions. The Committee shall not have the power to modify, alter, or interpret the Collective Agreement or deal with grievances.

## **ARTICLE 9: DISCIPLINARY INTERVIEW**

- 9:01 When an employee is summoned to the supervisor's office for an interview concerning discipline, the supervisor will inform the employee of their right to have a Union Steward present prior to discussing the matter with the employee. The employee may, if they so desire, request the presence of their Union Steward to represent them during the interview. If the employee

requests representation by their Union Steward, the supervisor will send for the Union Steward without undue delay and without further discussion of the matter with the employee concerned. The Union will make available a representative in a timely manner to attend such a meeting before discipline is imposed. Shall the Union fail in this regard, the discipline shall proceed. Whether or not the Steward is present, a contact form will be made and given to the employee and a copy supplied to the Steward within one (1) working day of the meeting. If requested, the employee will be given time to confer with the Union Steward to prepare for the meeting.

- 9:02 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 issued, provided there has been no recurrence of a similar infraction.

#### **ARTICLE 10: SUSPENSION OR DISCHARGE**

- 10:01 An employee who has been suspended or discharged shall be advised in writing of the reasons therefor. Whether called or not, the Steward will be advised in writing within one (1) working day (24 hours) of the fact of suspension or discharge and the reason therefor.

#### **ARTICLE 11: GRIEVANCE PROCEDURE**

- 11:01 An employee having a grievance or one (1) designated member of a group having a grievance will first take up the grievance within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance with their supervisor who will attempt to adjust it.

##### **Step One**

- 11:02 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.
- 11:03 The Union Steward, with or without the employee present, will attempt to adjust the grievance with the supervisor before it is given to the supervisor in writing.
- 11:04 If the grievance is not adjusted by the supervisor, it shall be reduced in writing on an employee grievance form provided by the University and signed by the employee involved. The supervisor shall give their answer in writing to the Union Steward without undue delay, but not later than five (5) working days after the grievance has been presented in writing.

##### **Step Two**

11:05 If the grievance is not settled at Step One, the written grievance may be referred to the Designated Authority\* of the campus by the Union Steward within five (5) working days after receiving the answer in writing. A meeting shall be arranged by the Designated Authority within five (5) working days of receiving the grievance.

\*Designated Authority (See Schedule II).

### Step Three

11:06 If the grievance is not settled at Step Two, a written grievance may be referred to the Executive Director of Labour Relations by the Business Manager of the Union within five (5) working days of receiving an answer in writing from the Designated Authority. A meeting shall be arranged by the Executive Director of Labour Relations or designated representative with the Business Manager of the Union within five (5) working days of receipt of the grievance in order to resolve the dispute. If the grievance is not settled at this meeting, the Executive Director of Labour Relations or designated representative shall notify the Union in writing within five (5) working days of the meeting.

### Policy or Group Grievance

11:07 A grievance of the Employer, or a policy or group grievance of the Union which is distinguished from the individual employee grievance, must be sent by registered mail, or be personally delivered to the Executive Director of Labour Relations of the Employer or the Business Manager 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, then either party may notify the other party in writing within a further period of five (5) working days that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall contain the details of the grievance, a statement of the matter in dispute and a statement of the relief sought from an arbitration board or arbitrator under Article 12:05.

### Discharge Grievance

11:08 In the case of an employee being discharged, the employee may submit a grievance in writing, signed by them, on a grievance form supplied by the University of Toronto to the Executive Director of Labour Relations within five (5) working days of their discharge. If the matter then is not immediately settled, the Executive Director of Labour Relations or designated representative shall meet with the Business Manager of the Union within a further period of five (5) working days after the presentation of the grievance. If the grievance is not settled at this meeting, then either party may notify the other in writing within a further period of five (5) working days after the date of the meeting that it intends to proceed to arbitration as herein set out.

11:09 Saturdays, Sundays and paid holidays will not be counted in determining the time within which any action is to be taken or completed under the grievance or arbitration procedure.

## **ARTICLE 12: MEDIATION / ARBITRATION**

12:01 Prior to referring a matter to arbitration, the parties will discuss the possibility of mediation, in the interests of resolving disputes as early as possible.

12:02 If the grievance is not settled at Step Three, 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 statement of the matter in dispute, a statement of the actual remedy sought by the party from the arbitration board, and the name and address of the party's nominee as arbitrator.

12:03 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 of the nominees shall then have the right to request the Minister of Labour for Ontario to appoint an arbitrator.

12:04 Each party shall jointly and equally bear the fees and expenses of the arbitrator.

12:05 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 the 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. 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 party shall then have the right to request the Minister of Labour for Ontario to appoint a chairperson for the board.

12:06 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.

### **Discharge or Disciplinary Grievance**

12:07 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 the employee may deem just in the event there has been a violation of this Agreement by the Employer.

### **Jurisdiction of Arbitration**

12:08 No arbitrator shall 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.

12:09 The decision of the arbitrator shall be final and binding upon the parties. Where a grievance is referred to a Board of Arbitration in accordance with article 12:05, the decision shall be unanimous or one reached by a majority of the members of the board; provided, however, that if there is no majority decision of the members of the board, then the decision of the Chairperson shall constitute the final and binding decision of the board. In addition, a board of arbitration shall be bound by articles 12:06-12:09 in the same manner as a sole arbitrator.

12:10 Time limits set forth in the grievance or arbitration procedures may be extended by mutual agreement in writing between the parties hereto.

### **ARTICLE 13: JOB POSTING**

13:01

- a) Where the Employer decides to fill a vacancy in the bargaining unit it will post a notice in a designated place within the work area for a minimum of five (5) working days. The notice will specify that the posting is restricted to employees in the bargaining unit and will include the qualifications, title, classification, pay rate, posting closing date and person to whom an application should be submitted. Applicants must provide the University with an up-to-date resume or application within the time period indicated on the posting. Throughout the selection process the Employer will use all available information to determine which employee is best qualified to fill the position. The Employer will consider the applicant's qualifications, which shall include knowledge, skill, previous relevant experience, ability to perform the job. Where it is determined that two or more applicants are equal, seniority shall be the governing factor. If the Employer determines there are no qualified internal applicants the Employer may arrange to hire outside of the bargaining unit.
- b) The successful internal applicant shall be placed on a trial period for thirty (30) working days from the assumption of new duties. Conditional on satisfactory performance the employee shall be confirmed after completion of the thirty (30) working days. In the event the successful candidate proves unsatisfactory in the position during the thirty (30) working day trial period, the employee shall be returned to their former position without loss of seniority and at the former wage rate. Any other employee promoted because of the



rearrangement of positions shall also be returned to their former position without loss of seniority and be compensated at their former wage rate.

#### **ARTICLE 14: PROBATIONARY EMPLOYEES**

14:01 New continuing employees will be considered as probationary employees until after they have worked for a period of ninety (90) 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 the Collective Agreement.

In the event an employee is discharged the employee shall be entitled to submit a grievance under section 11:08 of the Collective Agreement.

14:02 The Employer agrees that in the event that Temporary Locksmiths are employed, they shall be employed in accordance with Schedule X.

#### **ARTICLE 15: SENIORITY**

15:01 An employee will be considered on probation and will not acquire seniority until the employee has worked for a total of ninety (90) working days for the Employer, when their seniority shall commence from the date of last hiring.

15:02 The Employer agrees to observe the seniority of employees in connection with promotions, demotions, transfers, layoffs, and recalls, insofar as it is practicable to do so, providing their other qualifications are relatively equal. Promotions to supervisory positions shall not be subject to the provisions of this Agreement.

15:03 When an employee is laid off, they shall have the option of displacing an employee in a lower classification providing the employee has more seniority in terms of service within the bargaining unit than the employee in the lower classification except for apprentices. It is understood that when an employee exercises this option, they shall be paid the rate for the lower classification.

15:04 In the event of a tie in seniority between two or more employees, the Employer will interpret seniority standing for layoff purposes by ranking such employees by date of commencing work as a Temporary Journeyman Locksmith immediately prior to the date of last hiring. In the event that this ranking also produces a tie in seniority between two or more employees, the Employer will then interpret seniority standing for layoff purposes by ranking such employees in alphabetical order.

- 15:05 A seniority list by classification will be prepared and forwarded to the Union office on or about the 30th day of November during the term of this Agreement.
- 15:06 An apprentice shall not acquire seniority until the employee has successfully completed the apprenticeship programme and has continued employment with the Employer, at which time they shall be credited with seniority retroactive to the date on which the employee was initially employed as an apprentice. All other rights and privileges under the Collective Agreement with the exception of Articles 14:01, 15:01 15:02, 15:03, 32:01, and 35:01 shall apply to apprentice Electricians.
- 15:07 Employees who continue to be employed by the Employer in an acting position outside the bargaining unit shall, subject to the approval of the Union, continue to acquire seniority for the duration of the acting appointment. The employee may return to their normal duties at any time upon request.

In the event of a layoff of an employee with greater seniority than that of the seniority held by the employee in the acting position, the employee in the acting position shall be considered to be laid off in the bargaining unit.

An acting position shall be defined as a period not to exceed one year. This period may be extended by mutual agreement to a maximum of one (1) additional year.

### **Loss of Seniority**

- 15:08 An employee shall lose all seniority and be deemed terminated if the employee:
- a) voluntarily quits, resigns or retires the employ of the University;
  - b) is justifiably discharged;
  - c) has been laid off for more than twenty-four (24) consecutive months;
  - d) following a layoff, fails to advise the Employer within five (5) working days of receipt of notice to return to work of their intention to return, or fails to report for work on the date and at the time specified in the said notice; or
  - e) in absent from work for five (5) consecutive working days without notifying the Employer, and providing a reasonable explanation for such absence, in which case the employee shall be deemed to have resigned their employment with the Employer.

### **Temporary Layoff Notice**

- 15:09 The Employer shall notify employees who are to be laid off five (5) working days before the layoff is to be effective. If the employee to be laid off has not

had the opportunity to work five (5) full working days after notice of layoff, the employee shall be paid in lieu of that part of five (5) days during which work was not available.

### **Termination Layoff Notice**

15:10 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 one (1) year - one (1) week

One (1) year of service, less than two (2) years - three (3) weeks

Two (2) years of service, less than four (4) years - four (4) weeks

Four (4) years of service or more - One (1) week for each year of service to a maximum of thirty (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, the employee shall be paid in lieu of that part of the notice required in the schedule during which work was not available.

One (1) week's pay is equal to the amount an employee would have received at their regular non-overtime work week.

### **ARTICLE 16: CHANGE OF ADDRESS**

16:01 It shall be the duty of the employee to notify the Employer promptly of any change of address or telephone number. If any employee should fail to do so, the Employer will not be responsible for failure of any notice to reach the employee.

### **ARTICLE 17: LEAVES OF ABSENCE**

#### **General**

17:01 Subject to the written approval of the Designated Authority only, any employee may be granted leave of absence without pay because of personal illness or for valid personal reasons. When an employee requests a leave of absence in writing, the employee shall be given an answer within a reasonable time period of making the request. All applications for a leave of absence must be in writing and submitted to the Designated Authority. Any extension of a leave of absence must be applied for and granted in writing.

#### **Conventions and Seminars**

17:02 Subject to the approval of the Designated Authority and upon written request at least fourteen (14) days in advance, leave of absence without pay or loss of seniority shall be granted to not more than two (2) employees at any one time who may be elected or appointed by the Union to attend any authorized labour

convention or educational seminar. Such leave of absence is to be confined to the actual duration of the convention or educational seminar and the necessary travelling time. Such leave shall not exceed ten (10) working days for each convention or seminar for each employee to whom such leave is granted.

### **Full-Time Officer of the Union**

17:03 Where an employee is elected or appointed to a full-time office within the Union, they may request a leave of absence at least two (2) weeks in advance, in writing from the Designated Authority, for a period not to exceed one (1) year. Subject to approval of the Designated Authority, they shall be granted a leave of absence. On the expiration of this term of office and upon written request to the Designated Authority, which must be submitted at least two (2) weeks prior to said termination, the member shall return to their former position. The above described leave of absence shall be limited to one (1) employee at any one time during the term of this Agreement.

### **Employer Discontinues Contributions to Welfare Benefits**

17:04 Where an employee has been granted leave of absence without pay in accordance with and pursuant to Articles:

- 17:01 Leave of Absence - General
- 17:03 Full-Time Officer of the Union

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

- The Pension Plan for Members of the Academic and Administrative Staff of the University of Toronto
- University of Toronto Group Life and Survivor Income Plan for Members of the the Academic and Administrative Staff
- University of Toronto Long Term Disability Plan for Members of the Academic and Administrative Staff
- University of Toronto Dental Care Plan
- University of Toronto Extended Health Care Plan
- University of Toronto Semi-Private Hospital Accommodation Plan
- University of Toronto Joint Membership Plan

### **Employee May Continue Contributions**

17:05 The employee can make provisions for continuance of coverage of whatever welfare benefit programs in which the employee was enrolled prior to said leave of absence being granted by making direct payment to the supervisor of the fortnightly payroll. All premiums must be paid in advance and in accordance with rules established by the Human Resources Department.

## Seniority During Leave of Absence

17:06 Employees who have been granted leave of absence shall retain their seniority acquired until said leave of absence is commenced. The employee shall not continue to acquire seniority during that time while on leave of absence where an employee has been granted sixty (60) working days or more leave of absence for valid personal reasons in accordance with and pursuant to Article 17:01 of the Agreement.

## ARTICLE 18: HOURS OF WORK

18:01 The standard work week shall be thirty-seven and one-half ( $37\frac{1}{2}$ ) hours and the regular working day of seven and one-half ( $7\frac{1}{2}$ ) hours between the hours of 8:00 a.m. and 4:00 p.m., Monday to Friday inclusive, provided this shall not constitute a guarantee of hours of work per day or days of work per week. Subject to operational requirements, the University will endeavour to ensure the standard lunch period shall be one-half ( $\frac{1}{2}$ ) hour from 12 noon to 12:30 pm without pay during each full shift.

### Shift Premium

18:02 For work that is of such a nature that it cannot be performed between the hours of 8:00 a.m. and 4:00 p.m., the following shift premiums shall apply to work performed during the following hours:

**Between 4:00 p.m. and 11:59 p.m. (midnight):** Where an employee is scheduled to work during this period the employee shall be paid time and one-seventh ( $\frac{1}{7}$ ) the regular hourly rate; six and one-half ( $6\frac{1}{2}$ ) hours' work for seven and one-half ( $7\frac{1}{2}$ ) hours' pay.

**Between 12:00 a.m. (midnight) and 8:00 a.m.:** Where an employee is scheduled to work during this period the employee shall be paid time and one-third ( $\frac{1}{3}$ ) the regular hourly rate; five and one-half ( $5\frac{1}{2}$ ) hours' work for seven and one-half ( $7\frac{1}{2}$ ) hours' pay.

In the event of a shift change employees will be given five (5) working days notice.

### Recall

18:03 Any employee who has completed their regular shift and is recalled to work shall receive a minimum of four (4) hours' pay at the applicable overtime rate or the number of hours worked, whichever is greater. A "recall" is defined as a return to work which begins outside of the regularly pre-scheduled shift. This clause shall not be applicable when an employee is instructed to report early for a regular shift where such early start commences 2 hours or less prior to the scheduled shift.

### **Contact Outside of the Workplace**

18:04 An employee who has completed their regular shift and is contacted outside of the workplace by an authorized person about business matters shall be paid one and one-half (1½) hours' pay for each such matter, provided the employee is not required to report for duty on a recall or provided the employee is not required to report to the job site.

### **Standby Pay**

18:05 When employees are requested to be on standby they will be paid two (2) hours' pay for each day of standby. It is understood that standby will be voluntary and a standby list will be compiled of all employees who wish to participate. All overtime worked as a result of standby will not be included in the overtime distribution list.

### **No Pyramiding**

18:06 Premium payments shall not be duplicated under any of the terms of this Agreement. If premium payments are provided under two or more provisions of this Agreement, then payments shall be made under the single provision which provides the highest rate of pay.

### **Rest Period**

18:07 All employees will be permitted a fifteen (15) minute rest period both in the first half and in the second half of the shift.

### **Regular Hours**

18.08 Start times in clauses 18:01 and 18:02 may be adjusted up to one (1) hour earlier upon one (1) month written notice to the employees with a copy to the Union. The University will first ask for volunteers from among those employees who normally perform the required work. If insufficient volunteers are identified the University will assign employees in reverse order of seniority.

## **ARTICLE 19: WAGES**

19:01 The Employer agrees to pay the schedule of wage rates attached hereto as Schedule I.

## **ARTICLE 20: OVERTIME**

20:01 Authorized work performed in excess of seven and one-half (7½) hours per day or in excess of thirty-seven and one-half (37½) hours per week shall be paid at the rate of two (2) times the basic hourly rate.

20:02 All hours worked on Saturdays and Sundays will be paid for at the rate of two (2) times the basic hourly rate.

**Overtime Distribution**

20:03 The Employer agrees to distribute overtime work as equitably as possible amongst employees performing work in the same classification at the same location. Employees who are requested to work overtime and decline, are unavailable or fail to report to the assignment will be considered to have worked for the purpose of establishing records. An overtime distribution list will be posted monthly.

**ARTICLE 21: PAID HOLIDAYS**

21:01 All employees covered by this Agreement shall be granted the following paid holidays with pay at the employee's regular rate of pay for 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

The foregoing provision concerning payment for paid holidays shall not apply if the paid holiday involved occurs or is observed by the Employer during a period when the employee concerned is absent from work by reason of sickness, authorized leave of absence, or by reason of being laid off.

All employees required to work on any of the above paid holidays will receive pay for time worked on such holidays at two (2) times the regular rate in addition to the regular paid holiday pay.

21:02 The Employer shall designate the day of observance of paid holidays in the aforementioned clause 21:01. 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.

**ARTICLE 22: VACATION WITH PAY**

22:01 Employees who have earned vacation credits after July 1 shall be entitled to vacation pay as follows:

Length of Continuous Service as of July 1st	Vacation Entitlement (Length of Vacation with Pay at Regular Hourly Rate)	Vacation Adjustment Based on a Percentage of Overtime and Shift Premium Earnings
1 month	1 day	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 prorated 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 prorated in the event an employee has been granted an unpaid leave of absence in accordance with Article 17:01.

22:02 An employee with the prior approval of their manager shall be permitted to carry forward into the next vacation year up to five (5) unused vacation days. Approval to carry forward vacation must be obtained by the employee not later than March 30<sup>th</sup> of each year. Approval shall not be unreasonable withheld.

22:03 The Employer shall post vacation schedules by April 15 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 in their classification. Employees wishing to split vacation in prime time (July 1 to September 15) may do so, but can only exercise their seniority for one (1) period. Requests for vacation period shall not be unreasonably withheld. However, the Employer reserves the authority to designate vacation periods in a manner consistent with efficient operations of the plant.

22:04 If a paid holiday falls during an employee's vacation, an extra day with pay will be allowed off in lieu of the holiday.

22:05 Effective November 1, 2015 the University will reduce the payment that is provided to employees who, when they cease employment, have accumulated (that is, earned but not taken) approved vacation. The reduction will be as follows:

- for those with at least 15 days annual vacation entitlement, a reduction in the payment upon cessation of employment of 4 days;



- for those with at least 20 days annual vacation entitlement, a reduction of 5 days; and,
- for those with at least 25 days annual vacation entitlement, a reduction of 6 days.

This does not preclude employees taking their outstanding vacation, as time off work before they leave the University. This provision shall only apply to vacation payouts to employees leaving the University.

## ARTICLE 23: SICK LEAVE

### Definition

23:01 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 Plan is to provide against loss of earnings for University employees who are prevented by sickness or accident from performing their regular duties.

### Basis of Leave

23:02 All full-time employees upon completion of sixty (60) working days shall be eligible to be granted sick leave with pay for periods of up to fifteen (15) weeks during unavoidable absence due to illness or injury not compensable under the provisions of the *Workplace Safety and Insurance Act*.

In the event of a recurrence of an illness or injury within three (3) months of a return to work following the most recent absence, such recurrence shall be deemed to be a continuation of the original illness or injury for the purpose of sick leave pay. In the event of a recurrence of an illness or injury beyond three (3) months of a return to work following the most recent absence such recurrence shall be deemed to be a new illness or injury.

23:03 In each calendar year commencing May 1st, sick leave with pay will be granted in accordance with the following provisions: After the third (3rd) period of absence due to illness, no pay will be granted for the first one (1) day of sick leave absence. After the fourth (4th) period of absence due to illness, no pay will be granted for the first two (2) days of sick leave absence. After the fifth (5th) or any subsequent period of absence due to illness, no pay will be granted for the first three (3) days of sick leave absence.

23:04 Article 23:03 shall not apply in the first (1st) occurrence in the event an employee is absent due to an accident or an injury requiring the attention of a physician or in the instance of an employee who is hospitalized, nor shall such absences be counted in determining the number of periods or absences referred to in Article 23:03.

### **Required to Call In**

23:05 When an employee is unable to report to work due to sickness or injury, the supervisor must be notified promptly and informed by the employee (except where exceptional circumstances prevent the employee from making personal contact in a timely manner) as early as possible but not later than one (1) hour prior to the scheduled shift of the probable date when that employee is able to return to work. The employee shall also provide a contact number at which the employee may be reached.

### **Physician's Certificate**

23:06 An employee who is absent due to illness for more than five (5) consecutive working days shall furnish within ten (10) consecutive working days from the commencement of such absence a certificate from the employee's physician covering the nature of the illness, the date examined by the physician and the probable date of return to duty of the employee.

An employee, with prior written notification, may be required by the employee's manager or designate to provide a doctor's certificate certifying that the employee is unable to carry out the employee's normal duties due to illness. The employer will, upon proof of payment, reimburse the employee for the cost of the certificate.

### **Medical Examination**

23:07 Following a prolonged or serious illness, the Employer may require the employee to be certified medically fit, either by the employee's physician or a physician appointed by the Employer, before the employee returns to their regular duties.

### **Misuse of Sick Leave**

23:08 Where it has been established that an employee has misused the sick leave provisions, such misuse will be cause for termination of services by the Employer.

### **Medical Examination Required During Employment**

23:09 Where the Employer has reason to believe that the employee may not be able to safely or satisfactorily perform their duties, as a result of injury, accident, illness or for other reasons, the employee may be required to be certified by a legally qualified Medical Practitioner employed by the Employer.

It is understood that the specific results of any examination will not be made available to the Employer and that the medical report shall consist of either fit, or unfit for duty, or fit for modified duty as specified.

### **Dispute Over Medical Examination**

23:10 Should a dispute arise between an employee and the Employer's Medical Practitioner as to the employee's fitness, the employee shall be referred to an independent medical consultant mutually agreed upon by the Union and the Employer. The consultant's opinion shall be considered the final decision as to the employee's fitness to continue to work at their regular occupation.

### **Workplace Safety and Insurance Benefits**

23:11 An employee who is prevented from performing their regular work with the Employer as a result of an occupational accident that is recognized by 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 by Workplace Safety and Insurance Board and the employee's regular salary from the first day of the said accident. Payment from the Employer shall not exceed a term of fifteen (15) consecutive weeks for each accident compensable by the Workplace Safety and Insurance Board.

### **Hospitalized During Vacation**

23:12 An employee who is hospitalized or confined by order of a doctor during their vacation period will be allowed to draw sick leave with pay for the period of time for which they are hospitalized or confined providing that the employee furnishes proof of such hospitalization to their supervisor. The employee will be allowed to reschedule that portion of vacation during which they were was hospitalized at a later date mutually agreeable to the employee and their supervisor.

If the employee's spouse or immediate family member becomes hospitalized or comes under a doctor's care during the employee's vacation, the employee may request an interruption of vacation and return to work.

### **Exceptions**

23:13 Sick leave shall not be paid to an employee on authorized leave of absence or upon termination, discharge or retirement. During a period of vacation, payment will not be made for sick leave except as provided for in Article 23:12.

### **ARTICLE 24: JURY DUTY OR CROWN WITNESS SERVICE**

24:01 The Employer shall compensate any employee who is required for jury duty or crown witness service the difference between the employee's normal earnings and the payment they receive for jury duty or crown witness service.

## ARTICLE 25: BEREAVEMENT LEAVE

25:01 In the event of the death of a member of the immediate family or a member of the employee's household or a person whose relationship is not defined below, the impact of which is comparable to that of the immediate family (e.g., same-sex partner), an employee will be granted, upon request, up to a maximum of five (5) working days without loss of regular pay for attendance at or to make the necessary arrangements for the funeral or memorial service.

"Immediate family" shall mean: spouse, parent, child (including stepchild), sibling (including stepbrother, stepsister), parent-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, grandparent-in-law, guardian, or ward.

## ARTICLE 26: PAID PERSONAL LEAVE OF ABSENCE

26:01 Commencing May 1st of each year, each member of the bargaining unit shall be allowed for good reason up to four (4) days' paid leave of absence annually. Such leave of absence shall not accrue from one (1) year to another if not used in that year. Each application for leave of absence must be made in writing to the working Foreperson or working supervisor, and shall indicate the reason for application therefore. Written requests for leave of absence must be submitted to the working Foreperson or working supervisor at least five (5) working days in advance. The working Foreperson or working 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 leaves of absence for purposes of extending vacations or the day prior to or following a paid holiday.

26:02 Where an employee cannot schedule a health care appointment outside of the employee's regular working hours, the employee will give as much notice as possible, and will be given time off with pay necessary to attend the appointment. In such cases, the employee will attempt to schedule the appointment so as to minimize disruption to the employee's workday. Employees must first exhaust paid personal days or lieu time for such appointments. Where an employee has exhausted all other leaves the employee will be given time off with pay provided the appointments are not recurring medical appointments.

## ARTICLE 27: PREGNANCY LEAVE

27:01

- 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, provides proof that the employee has applied for and is receiving Employment Insurance benefits and the amounts of those benefits.

The weekly top-up payment will be calculated using the weekly EI benefit that would be payable to the employee (i.e. 55%) without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*. In no event will the top-up payment exceed the difference 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.

## ARTICLE 28: PRIMARY CAREGIVER LEAVE

### 28:01

- a) Primary Caregiver Leave is available to a parent, other than a birth parent, who has the primary responsibility for the care of a child during the thirty-seven (37) weeks immediately following: (i) the birth of a child or; (ii) the coming of a child into the custody, care and control of a parent for the first time or (iii) such shorter or longer period as required under the *Employment Standards Act, 2000* as amended from time to time. Primary Caregiver Leave must be applied for and granted in writing with a minimum of two (2) weeks' notice and is available to an employee who will have completed thirteen (13) weeks of service prior to the date of application.
- b) An employee making such an application must confirm in writing that the employee will in fact have the primary responsibility for the care of the child during the period of the leave applied for (e.g. for birth parent's partner, because the birth parent is unavailable or has returned to work; for an adoptive parent, because the parent will be the primary caregiver for some period of time after the child comes into the custody, care, and control of an adoptive parent for the first time).
- c) In the case of an adoption, the Primary Caregiver Leave may be split between two parents.
- d) For employees with one (1) year of service or more the University will pay ninety-five (95) percent of salary during the one (1) week waiting period for Employment Insurance parental benefits, and, for the next ten (10) weeks, will pay the difference between 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 parental benefits and the amount of those benefits. In the case of an adoption, the Primary Caregiver Leave shall not apply to adoptions which arise through the blending of families.
- e) In the case of an employee on a sessional appointment, or whose employment is limited to a defined term, any Primary Caregiver 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 an employee's Primary Caregiver Leave, provided the employee fulfills any requirements for said continuation.

- g) The weekly top-up payment under paragraph (d) 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*.

## ARTICLE 29: PARENTAL LEAVE

### 29:01

- 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 a parental leave as follows:
- i. up to thirty-five (35) weeks of parental leave for employees who take pregnancy leave;
  - ii. up to thirty-seven (37) weeks of parental leave for all other new parents;  
or.
  - iii. Such shorter or longer period of time as might be required under the *Employment Standards Act, 2000* as amended from time to time.
- b) For employees who take pregnancy leave, parental leave commences when the employee's pregnancy leave ends or when the baby first comes into custody, care, and control of the birth parent. For all other new parents, parental leave must commence within fifty-two (52) 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* as amended 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 29:01 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.
- h) 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.

#### **ARTICLE 30: NON-BIRTH PARENT LEAVE**

30:01 Upon the birth or adoption of a child a non-birth parent shall be granted up to three (3) days' paid leave of absence.

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

#### **ARTICLE 31: MEAL ALLOWANCE**

31:01 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 in cash, in addition to overtime rates paid. If an employee is required to work overtime a complete half (1/2) shift immediately following the employee's regular shift, they will be supplied with one (1) free meal, the value to be not more than fifteen (15) dollars per meal or the equivalent amount in cash, 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 32: CLOTHING**

32:01 The Employer agrees to provide six (6) shirts and five (5) pairs of pants to all full-time employees initially when hired. The Employer will also supply a winter jacket or parka, spring jacket to full-time employees when required, and will replace worn out clothing as required. The Employer will supply appropriate



seasonal clothing, as determined by the Employer, to temporary employees who have been hired for a minimum period of three (3) consecutive months or more.

### **ARTICLE 33: SAFETY SHOES**

33:01 Where 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 as set out below, upon submission of original receipts.

Safety shoes or boots must be Canadian Standards Association approved (including green triangle and white rectangle with orange Greek letter ( $\Omega$ ) Omega), and be in serviceable condition as determined by the employee's supervisor.

Effective date of ratification of the 2018 - 2021 Collective Agreement up to one hundred eighty-five (185) dollars;

Effective May 1, 2019 up to one hundred ninety-five (195) dollars;

Effective May 1, 2020 up to two hundred (200) dollars.

### **ARTICLE 34: RELIEVING HIGHER CLASSIFICATION IN THE BARGAINING UNIT**

34:01 When an employee has been assigned to work in a job of a higher classification in the bargaining unit, the employee shall be paid at the appropriate rate for all hours worked on that assignment after having worked at least one (1) hour, including the first hour.

34:02 When the Foreman has been assigned to work as Acting Manager of Trades Services, they shall be paid an additional five (5) percent above their current wage rate for all hours worked on that assignment. In such event, a Lead Hand shall be assigned to the position of Acting Foreman, and shall be paid at the Foreman's wage rate.

34:03 Neither the Union Steward nor the Health and Safety Representative, while holding such office, shall be assigned to the position of Lead Hand or Foreman or Working Supervisor.

### **ARTICLE 35: PROMOTIONS**

#### **Trial Period**

35:01 The successful applicant shall be placed on trial for a period of sixty (60) working days from the assumption of new duties. Conditional on satisfactory service, such trial promotions shall be confirmed after the period of sixty (60) working days. In the event the successful candidate proves unsatisfactory in the position during the aforementioned trial period, the employee shall be

returned to their former position without loss of seniority and at their former wage rate. Any other employee promoted because of the rearrangement of positions shall also be returned to their former position without loss of seniority and at their former wage rate.

#### **Employee Returned to Previous Job**

35:02 Any such employee shall be given the opportunity to revert to their former position and conditions, if they so requests, within sixty (60) working days from the assumption of new duties, and the provisions of the immediately preceding paragraph shall apply to such reversion.

#### **ARTICLE 36: WORK DONE BY SUPERVISORS**

36:01 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 purpose 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 37: JOB SECURITY**

37:01 It is the declared intention of the Employer to provide for the 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 the most efficient and economical manner possible in order that it may satisfactorily discharge its public responsibilities. It is agreed that any employees, with the exception of apprentices, who are employed by the Employer with two (2) years of service or more shall not be laid off by reason of the Employer contracting out work being performed by such employees.

#### **ARTICLE 38: BENEFITS**

##### **Pension Plan**

38:01 The Employer agrees to provide a Pension Plan, the details of which are set out in Schedule III.

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

38:02 The Employer agrees to provide a Long-Term Disability Plan, the details of which are set out in Schedule IV.

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

38:03 The Employer agrees to provide a Group Life and Survivor Income Plan, the details of which are set out in Schedule V.

### **Dental Care Plan**

38:04 The Employer agrees to provide a Dental Care Plan, the details of which are set out in Schedule VI.

### **Extended Health Care Plan**

38:05 The Employer agrees to provide an Extended Health Care Plan, the details of which are set out in Schedule VII.

### **Vision Care Plan**

38:06 The Employer agrees to provide a Health Service Plan, the details of which are set out in Schedule VIII.

### **Joint Membership Plan**

38:07 The Employer agrees that employees covered by this Agreement be eligible for this plan as set out in Schedule IX.

### **Educational Assistance**

38:08 The Employer agrees that employees in the bargaining unit shall be entitled to the benefits of Assistance Policy, the details of which are set out in Schedule XI.

### **Tuition Waiver for Development of Staff**

38:09 The University agrees that dependants of employees in the bargaining unit shall be entitled to the benefits of the Tuition Waiver for Dependants policy, the details of which are set out in Schedule XII. It is agreed that the University may amend the aforesaid Policy from time to time.

## **ARTICLE 39: CORRESPONDENCE**

39:01 All correspondence between the parties arising out of this Agreement or incidental hereto shall pass to and from the Executive Director of Labour Relations of the University of Toronto, 215 Huron Street, 8<sup>th</sup> Floor, Toronto, Ontario M5S 1A2, and the Business Manager, International Brotherhood of Electrical Workers, Local 353, 1377 Lawrence Avenue East, North York, Ontario M3A 3P8.

## **ARTICLE 40: GENERAL**

40:01 The Collective Agreement will be posted on the University's Human Resources and Equity website and the link to said website will be provided to all employees in the bargaining unit.

#### ARTICLE 41: MODIFICATION OR TERMINATION

41:01 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 three (3) months prior to the expiry date of this Agreement that it desires to amend or terminate it.

41:02 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings prescribed under the *Ontario Labour Relations Act* have been completed, whichever date should first occur.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on December 17, 2018.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:

  
Vice-President, Human Resources & Equity

  
Secretary of Governing Council

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 353 BY:

(Locksmiths Unit)

  
Business Manager

**SCHEDULE I: WAGE SCHEDULE**

**Locksmiths - F/T**

**Updated: Jan 7, 2019**

Personnel Area: **0001**  
 Personnel Subarea: **1200**  
 Pay Scale type: **16**  
 Pay Scale area: **01**

	Job	PS group	PS level	%	01.05.2017 Amount	01.05.2018 Amount	01.05.2019 Amount	01.05.20120 Amount
Locksmith Trainee	177	01U	01	50%	18.13	18.58	18.95	19.33
			02	70%	25.38	26.01	26.53	27.06
			03	85%	30.82	31.59	32.22	32.86
Locksmith	176	02U			36.26	37.17	37.91	38.67
Locksmith Lead Hand	903	03U			39.90	40.90	41.72	42.55
Project Coordinator	105	03U			39.90	40.90	41.72	42.55
Locksmith Working Foreperson	184	04U			41.61	42.65	43.50	44.37



**Locksmiths - Temp**

Personnel Area: **0002**  
 Personnel Subarea: **4250**  
 Pay Scale type: **63**  
 Pay Scale area: **01**

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

	Job	PS group	PS level	%	01.05.2017 Amount	01.05.2018 Amount	01.05.2019 Amount	01.05.20120 Amount
Locksmith Trainee	177	01U	01	50%	18.13	18.58	18.95	19.33
			02	70%	25.38	26.01	26.53	27.06
			03	85%	30.82	31.59	32.22	32.86
Locksmith	176	02U			36.26	37.17	37.91	38.67
Locksmith Lead Hand	903	03U			39.90	40.90	41.72	42.55
Project Coordinator	105	03U			39.90	40.90	41.72	42.55
Locksmith Working Foreperson	184	04U			41.61	42.65	43.50	44.37

**SCHEDULE II: DESIGNATED AUTHORITY**

The University will supply the Union and Union Steward with an updated list of Designated Authorities as amended from time to time.

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**SCHEDULE III: PENSION PLAN**

The Employer and the employees shall continue to make contributions to the Pension Plan for 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: 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 Staffs, in accordance with the provisions and regulations of the said plan during the term of this Agreement.

The Employer shall have the right to amend or change the said Long-Term Disability 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 this plan. New employees will be required to enroll in the said plan within one (1) month of the first day of employment.

\*\*\*\*\*

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

The Employer shall provide basic coverage in accordance with the provisions and regulations of the Group Life and Survivor Income Plan during the term of this Agreement. Employees may elect to take additional coverage in accordance with the provisions and regulations governing Optional Coverage as specified in the Group Life and Survivor Income Plan.

The Employer shall have the right to amend or change the said Group Life and Survivor Income Plan during the term of this Agreement.

\*\*\*\*\*

## **SCHEDULE VI: DENTAL CARE PLAN**

The Employer agrees to contribute not less than eighty (80) percent of the premium 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 the Agreement. The Employer shall have the right to amend or change the Dental Care Plan during the term of this Agreement.

Participation in the Dental Care Plan is a condition of employment. Only employees who have dental insurance coverage through their spouse will be exempted from participation. The Employer will not be required to make any payment in lieu of premiums to any employee who is thus exempt from participation in the Dental Care Plan.

\*\*\*\*\*

## **SCHEDULE VII: EXTENDED HEALTH CARE PLAN**

The Employer shall contribute seventy-five (75) percent of the cost of the University of Toronto Extended Health Care Plan for all participating employees.

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

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

\*\*\*\*\*

## **SCHEDULE VIII: VISION CARE PLAN**

A Vision Care Plan is to be provided to employees in the bargaining unit employed by the University of Toronto with the following benefits:

- Coverage up to three hundred and fifty (350) dollars every two (2) years per family member with no deductible.

Effective 1 July 2016, the vision care plan maximum will increase from \$350 to \$400 per person.

- The University subsidy will be fifty (50) percent of the cost of the premiums.
- Coverage includes contact lenses, and prescription glasses and eye exams.



- o Effective February 1, 2019, add coverage for eye exams to a maximum of \$90 per person every twenty-four months to the vision plan.
- Membership will be mandatory for all staff except those who have exempted themselves because they have coverage in a spousal plan. Members who exempt themselves may only join at any opening date once a year.

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

\*\*\*\*\*

#### SCHEDULE IX: JOINT MEMBERSHIP PLAN

Employees who are members of the International Brotherhood of Electrical Workers, Local 353 bargaining 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: TEMPORARY LOCKSMITHS

The Employer and the Union agree that when the Employer employs Temporary Locksmiths the following conditions shall govern such employment:

1. Temporary Locksmiths shall be employed for a period not to exceed twelve (12) continuous calendar months;
  2. Temporary Locksmiths shall be entitled only to the following terms and conditions of the current Collective Agreement between the parties;
    - a) Union security and check-off
    - b) Suspension or discharge
    - c) Grievance procedure  
(except in cases of layoff)
    - d) Arbitration
    - e) Wages
    - f) Hours of work and overtime
    - g) Clothing
- Articles 4:01 to 4:05 inclusive
  - Article 8:01
  - Articles 11:01 to 11:09 inclusive
  - Articles 10:01 to 10:06 inclusive
  - Article 18:01 to 18:02 inclusive
  - Articles 19:01 to 20:04 inclusive
  - Articles 32:01

All other terms and conditions of the Collective Agreement shall not be applicable to Temporary Locksmiths.

The Employer may at its sole discretion layoff a temporary employee at any time during their employment due to a lack of work.

The Employer shall pay to the employee 10 percent of the employee's gross earnings as vacation and paid holiday allowance. Such payment shall be made to the employee upon termination of the employee's temporary employment as set out in this document.

A Temporary Locksmith who exceeds twelve (12) continuous calendar months of service shall acquire seniority in accordance with Articles 14:01 to 14:05 inclusive.

A Temporary Locksmith I, II or III, who exceeds twelve (12) continuous calendar months of service shall be placed in the Locksmith Training Program at the appropriate level at the discretion of the Manager of Trades Services and the Working Foreperson.

With the agreement of the Union temporary employment can be extended up to a further six (6) continuous calendar months. Such permission shall not be unreasonably denied.

\*\*\*\*\*

## SCHEDULE XI: EDUCATIONAL ASSISTANCE POLICY

### 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. It is agreed that the University may amend the aforesaid policy from time to time

### 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 holding staff appointments 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 (3) years' continuous service, the funding is prorated 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 programme 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 six (6) 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

Fifty (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:

- 1) 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
- 2) 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 the employee's 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 programmes.

\*\*\*\*\*

## SCHEDULE XII: TUITION WAIVER FOR DEPENDANTS OF STAFF

### INTRODUCTION

In order to assist staff members who have dependants or a spouse or partner who wish 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. It is agreed that the University may amend the aforesaid policy from time to time.

### TERMS OF REFERENCE

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

For the purposes of this policy:

- Dependant 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 twenty five (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 twenty-five percent (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 programs (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 lead 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 local Human Resources Department

The value of the tuition waiver under this provision is a taxable benefit to the employee.

\*\*\*\*\*

**MEMORANDUM OF UNDERSTANDING: ELECTRONIC TRANSFER OF WAGES**

All full-time employees will receive their pay every two (2) weeks by electronic transfer of funds into their respective financial institution account. All new employees will be required to complete a Payroll Bank Deposit Authorization Card and provide a sample voided cheque on commencement of employment. In the event an employee changes financial institutions or accounts within their current financial institution, it is the employee's responsibility to notify the Employer by completing another Payroll Bank Deposit Authorization Card.

\*\*\*\*\*

## MEMORANDUM OF AGREEMENT: APPRENTICE LOCKSMITH TRAINING PROGRAM

The Employer and the Union recognize the desirability of a broad training program for Apprentice locksmiths requiring experience in more than one area. With this in mind, the parties have reached the following understanding:

1. A training program will be established at the University of Toronto for the purpose of training applicants selected by the Employer as Apprentice locksmiths.
2. The Employer shall have the sole authority to determine the number of employees in the training program, assign and assess work, and administer discipline.
3. In order to enter this program under this agreement, persons must meet the following criteria:
  - (a) demonstrate an interest and aptitude towards learning the trade as demonstrated on a relevant aptitude test as administered by the Employer;
  - (b) meet the University pre-employment standards, including medical standards; and
  - (c) be legally able to work in Canada.
4. An employee shall progress through the program as set out below. Progress of the employee will be reviewed by the Working Foreperson and the Manager of Trades Services or their designates. Should such a review reveal unsatisfactory progress, either in practical or related classroom instruction on the part of the employee, the Employer may cancel this training program with the employee for just and reasonable cause. The Union will be kept informed of the progress of the employee.

### 5. Progression

#### ***Apprentice Locksmith I***

Entry level position, incumbent having less than one (1) year of locksmith experience.

#### ***Apprentice Locksmith II***

Incumbent has minimum one (1) year of locksmith experience or equivalent in the judgment of the Employer and has successfully completed the University of Toronto training modules.

#### ***Apprentice Locksmith III***

Incumbent has minimum two (2) years of locksmith experience or equivalent in the judgment of the Employer and has successfully completed the University of Toronto training modules.



6. To be promoted to the position of Locksmith the incumbent must serve a minimum of one year in the position of Locksmith III and have successfully completed the University's training modules and successfully completed the "Schedule of Training" and/or any other standards for Locksmiths identified by the Ministry of Labour.
7. An employee in this training program shall be entitled to all the terms and conditions of employment as set out in the Collective Agreement, except for Article 14:01 - Probationary Employees and Articles 15:01 and 15:02 - Seniority.
8. An Employee who successfully completes the training program, and if they have been appointed on full time staff as a Locksmith, shall be entitled to seniority retroactive to the date they were initially employed.

**LETTER OF INTENT: ACCIDENT REPORTS**

December 18, 2018

Mr. Steven Martin  
Business Manager  
IBEW Local 353  
1377 Lawrence Avenue East  
North York, Ontario  
M3A 3P8

Dear Mr. Martin,

It was agreed during our negotiations that a copy of each lost time accident report will be given to the shop Steward by the Foreman.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: LOST TIME ACCIDENTS**

December 18, 2018

Mr. Steven Martin  
Business Manager  
IBEW Local 353  
1377 Lawrence Avenue East  
North York, Ontario  
M3A 3P8

Dear Mr. Martin,

It is agreed that the University will notify the health and safety representative of the Union of each lost time accident involving a member of its bargaining unit.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

LETTER OF INTENT: HOLIDAYS DECLARED BY THE PRESIDENT OF THE UNIVERSITY

December 18, 2018

Mr. Steven Martin  
Business Manager  
IBEW Local 353  
1377 Lawrence Avenue East  
North York, Ontario  
M3A 3P8

Dear Mr. Martin,

It is the intention of the Employer to extend to members of the bargaining unit any additional "Presidential Holidays" declared by the Employer in addition to the Paid Holidays as specified in the Collective Agreement.

Where it is not possible to release the employees from service on that day, an equivalent amount of time off with pay will be granted at a later date, wherever possible, at a time mutually convenient to the employee and the Employer.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: UNION/MANAGEMENT COMMITTEE**

December 18, 2018

Mr. Steven Martin  
Business Manager  
IBEW Local 353  
1377 Lawrence Avenue East  
North York, Ontario  
M3A 3P8

Dear Mr. Martin,

This letter is to confirm the discussion we had in negotiations regarding outstanding grievances. We have agreed to hold a Union/Management Committee meeting within 90 days of ratification of this Collective Agreement in order to discuss outstanding grievances. In the event that the parties are unable to resolve them at this meeting, the grievances will proceed to the next step in the grievance and arbitration procedures.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: NOTICE OF END OF TERM - TEMPORARY EMPLOYEES**

December 18, 2018

Mr. Steven Martin  
Business Manager  
IBEW Local 353  
1377 Lawrence Avenue East  
North York, Ontario  
M3A 3P8

Dear Mr. Martin,

The University agrees to give a minimum of twenty-four (24) hours' notice to temporary employees and the Union Steward that their term of employment has expired.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: NON DISCRIMINATION**

December 18, 2018

Mr. Steven Martin  
Business Manager  
IBEW Local 353  
1377 Lawrence Avenue East  
North York, Ontario  
M3A 3P8

Dear Mr. Martin,

The University acknowledges that in exercising its rights and in conducting its employment relations, the Employer shall act fairly, reasonably, equitably, without unfair discrimination, in good faith and in a manner, which is consistent with the provisions of this agreement.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

## LETTER OF INTENT: DISCUSSION OF LAYOFF

December 18, 2018

Mr. Steven Martin  
Business Manager  
IBEW Local 353  
1377 Lawrence Avenue East  
North York, Ontario  
M3A 3P8

Dear Mr. Martin,

In the event that University anticipates a reduction in staff resulting in termination layoff(s) affecting employees within the scope of this Agreement, the University will, in advance of implementation, call a meeting of the Union/Management Committee to discuss its intentions with the Union. In such discussions, the University will explain its reasons for the layoff, and provide the Union with information concerning the anticipated number of employees who would be affected. The Union will have an opportunity to suggest ways in which the reduction might otherwise be achieved. This process of discussion will not limit the Employer's right to determine to proceed with implementation of a termination layoff in accordance with the terms of the Collective Agreement.

Yours truly,

Alex Brat  
Executive Director, Labour Relations



**LETTER OF INTENT: LAYOFF OR RESIGNATION**

December 18, 2018

Mr. Steven Martin  
Business Manager  
IBEW Local 353  
1377 Lawrence Avenue East  
North York, Ontario  
M3A 3P8

Dear Mr. Martin,

The Employer will notify the Union Steward of any layoff or resignation.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

## LETTER OF INTENT: BULLETIN BOARDS

December 18, 2018

Mr. Steven Martin  
Business Manager  
IBEW Local 353  
1377 Lawrence Avenue East  
North York, Ontario  
M3A 3P8

Dear Mr. Martin,

The Employer will provide space on bulletin boards for official Union notices on the understanding that such notices will be in keeping with the general spirit and intent of this Collective Agreement.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: PERSONNEL FILES**

December 18, 2018

Mr. Steven Martin  
Business Manager  
IBEW Local 353  
1377 Lawrence Avenue East  
North York, Ontario  
M3A 3P8

Dear Mr. Martin,

An employee shall have the right to examine all documents pertaining to that individual in any file kept by the Employer at a date and time mutually-agreed to between the employee and their supervisor.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

## LETTER OF INTENT: PAID PERSONAL LEAVE OF ABSENCE

December 18, 2018

Mr. Steven Martin  
Business Manager  
IBEW Local 353  
1377 Lawrence Avenue East  
North York, Ontario  
M3A 3P8

Dear Mr. Martin,

Set out below is a list of reasons to be used as a guideline for the granting of paid personal leave of absence in accordance with the terms of the Collective Agreement.

- Care of family member
- Parent-teacher interviews
- School trips or concerts
- Stepping in when regular caregiver is away
- Observance of religious holidays
- Professional appointments
- Court appearances
- Moving
- Supplementing a bereavement leave
- Writing examinations
- Attending emergency situations

Yours truly,

Alex Brat  
Executive Director, Labour Relations

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

December 18, 2018

Mr. Steven Martin  
Business Manager  
IBEW Local 353  
1377 Lawrence Avenue East  
North York, Ontario  
M3A 3P8

Dear Mr. Martin,

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, to a fixed annual (May 1 - April 30) maximum of one hundred and twelve and a half (112.5) hours total. If accumulated lieu time is not taken prior to April 30<sup>th</sup> this time shall be paid out at the rate earned. Employees may request in writing by April 1<sup>st</sup> carry forward of lieu time to a maximum of 37.5 hours.

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.

It will be the responsibility of the employee to indicate their desire for lieu time, otherwise the employee will be paid the overtime or working on a paid holiday premium.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: THREE DAYS OFF WITH PAY**

December 18, 2018

Mr. Steven Martin  
Business Manager  
IBEW Local 353  
1377 Lawrence Avenue East  
North York, Ontario  
M3A 3P8

Dear Mr. Martin,

For each twelve (12) month period (July 1 to June 30 of any year) 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 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 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. The University will send notice to the Union 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 21: Holidays or Letter of Intent: Holidays Declared by the President of the University.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

## LETTER OF INTENT: EMPLOYEE TRAINING FOR JOB RELATED SKILLS

December 18, 2018

Mr. Steven Martin  
Business Manager  
IBEW Local 353  
1377 Lawrence Avenue East  
North York, Ontario  
M3A 3P8

Dear Mr. Martin,

The parties agree that technological change shall be defined as a significant change in work methods, machinery or equipment.

In the event the Employer introduces technological change in the workplace, the Employer shall, wherever possible, discuss the planning, implementation, related training and/or impact on classification(s) or rate change(s) with the Union in advance.

In order to lessen the impact of technological change, wherever practicable, the Employer will provide relevant training to bargaining unit employees on changes to equipment, machinery or methodology, in order to effect a smooth introduction of the new technology.

Training provided as a result of technological change shall be brought to the attention of the Union business representative and/or the Union Steward.

To further foster the University's culture of career development and continuous learning, staff appointed bargaining unit employees are encouraged to make application for Staff Development courses that are job related. Such requests will be approved subject to operational requirements.

Employees will be paid to attend such training during regular working hours.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: SAFETY GLASSES EYE EXAM**

December 18, 2018

Mr. Steven Martin  
Business Manager  
IBEW Local 353  
1377 Lawrence Avenue East  
North York, Ontario  
M3A 3P8

Dear Mr. Martin,

In the event that an employee requires corrective eyewear and it is a workplace requirement to wear safety glasses, it is agreed that the Employer will compensate employees in the bargaining unit up to a maximum of sixty dollars (\$60) every two (2) years for an eye exam, to ensure that the employee's prescription safety glasses are appropriate. Employees will be reimbursed monies upon the Employer's receipt of an original copy of proof of payment.

Yours truly,

Alex Brat  
Executive Director, Labour Relations



## LETTER OF INTENT: HEALTH AND SAFETY CERTIFICATION TRAINING

December 18, 2018

Mr. Steven Martin  
Business Manager  
IBEW Local 353  
1377 Lawrence Avenue East  
North York, Ontario  
M3A 3P8

Dear Mr. Martin,

The University agrees to provide one member of the bargaining unit with training at an Occupational Health and Safety Workers' Centre to certify the employee as a Health and Safety representative. The parties agree that the employee selected must be committed to serving a minimum one (1) year term on the University's Health and Safety committee.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

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

December 18, 2018

Mr. Steven Martin  
Business Manager  
IBEW Local 353  
1377 Lawrence Avenue East  
North York, Ontario  
M3A 3P8

Dear Mr. Martin,

It is agreed for the duration of the present Collective Agreement the University will contribute a total of two thousand dollars (\$2,000) per year to the Child Care Benefit Pool detailed in Appendix A.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

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

December 18, 2018

Mr. Steve Martin  
Business Representative  
International Brotherhood of Electrical Workers  
1377 Lawrence Avenue East  
Toronto, ON M3A 3P8

Dear Mr. Martin,

During the 2018 round of collective bargaining, the parties discussed amendments to the *Employment Insurance (EI) Act* reducing the waiting period to receive benefits under the *EI Act* from two weeks to one week for pregnancy and parental leaves, as well as the impact of that reduction on the payments made by the University to employees taking pregnancy and primary caregiver leaves under the Collective Agreement.

Under the terms of the Collective Agreement in place up to the current round of negotiations, the University compensated employees taking pregnancy leave and primary caregiver leave at 95 per cent of their weekly salary for the two week waiting period for pregnancy or parental leave benefits. Therefore, the legislative changes result in the elimination of one week of leave with 95 per cent of salary for such employees.

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 Articles 27:01(b) and 28:01 (d), 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 entitlements set out in Articles 27:01(b) and 28:01(d).

During the Parental Transition Week, employees will be paid 100 per cent of their weekly salary, whereas the eliminated week during the EI waiting period had been compensated at 95 per cent.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

## APPENDIX A: 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.

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UNIVERSITY OF  
**TORONTO**

**COLLECTIVE AGREEMENT**

- BETWEEN -

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

- AND -

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 353  
**(Locksmiths Unit)**

**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).



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