

**COLLECTIVE AGREEMENT ENTERED INTO** at the City of Toronto, in the Province of Ontario, as of May 23, 2014.

- between -

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

- and -

**CARPENTERS' District Council of Ontario ON BEHALF OF  
CARPENTERS AND ALLIED WORKERS, LOCAL 27**  
**United Brotherhood of Carpenters and Joiners of America**  
(hereinafter called "the Union")

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

1:01 The Employer recognizes the Union as the exclusive collective bargaining agent with respect to all matters properly arising under the terms of this Agreement for all of the Employer's Working Foremen, Lead Hands, Carpenters and Carpenter apprentices working in and out of the Facilities & Services and Physical Plant Departments, with the exception of non-working foremen and persons above the rank of non-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: MANAGEMENT FUNCTIONS**

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

- a) maintain order, discipline and efficiency;
- b) hire, discharge, direct, classify, transfer, promote, demote, 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 3: NO STRIKES OR LOCKOUTS**

3:01 The Union agrees that there will be no strike, sit-down, slow-down, picketing or other interference which will stop, curtail or interfere 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 4: DISCRIMINATION**

4:01 The Employer shall not discriminate against an employee because of membership or activity in the Union or the exercise of his/her lawful rights, or with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex, marital status, religion, nationality, ancestry or place of origin, political affiliation, place of residence, sexual orientation, 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 he/she has suffered discrimination shall have the right to seek redress in accordance with the Grievance Procedure.

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

4:02 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") is 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 both the Civility Guideline 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.

### **Sexual Harassment**

4:03 Sexual harassment shall be considered discrimination.

4:04 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.

4:05 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.

### **ARTICLE 5: EMPLOYMENT EQUITY**

5:01 The University and the Union are committed to employment equity in employment for women, aboriginal people, persons with disabilities and persons who are because of race or colour, in a visible minority in Canada.

### **ARTICLE 6: UNION SECURITY AND CHECK OFF**

6:01 All employees under this Agreement, as a condition of employment, shall be members of the Union and maintain such membership in good standing.

6:02 As a condition of continued employment, employees who are not now members of the Union shall deliver to the Employer a properly authenticated authorization card signed by the employee in form satisfactory to the Employer, and upon receipt of which, but not otherwise, the Employer will deduct from the first pay of such employee due him/her in each subsequent calendar month during the remainder of the term of this Agreement, an amount equivalent to such monthly Union dues as are levied upon all members of the Union in accordance with its constitution and by-laws. The amount of such initiation fee and monthly dues

shall be certified to the Employer by the Secretary-Treasurer of the District Council of the Carpenters Union.

- 6:03 The amounts deducted in accordance with paragraph 6:02 are to be remitted by cheque to the Union prior to the end of the month in which the deduction is made. The Employer will, at the time of making such remittance hereunder to the Union, furnish it with a statement showing the names of the employees from whose pay such deduction has been made.

#### **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 duties to perform on behalf of the Employer, and the Steward will not absent him/herself from such duties unreasonably in order to attend to the grievances of the employees. In consideration of this acknowledgment 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 the Manager before leaving his/her work place and will report back to him/her on returning to same.
- 7:03 The Employer agrees to pay not more than two (2) members of the bargaining committee for any time lost from his/her regular employment for the purpose of conducting negotiations for contract renewal.
- 7:04 The Employer agrees that the Union Representative or his/her designate shall have the right to enter the plant and speak with members of the Union during their working hours. The Union Representative or his/her designate shall inform the Manager upon his/her arrival on site.

#### **ARTICLE 8: DISCIPLINARY INTERVIEW**

- 8:01 When an employee is summoned to the Manager's office for an interview concerning discipline, or a meeting that is likely to lead to the employee's suspension or discharge, the Manager will inform the employee of his/her right to have his/her Union Steward present prior to discussing the matter with the employee. The employee may, if he/she so desires, request the presence of his/her Union Steward to represent him/her during the interview. If the employee requests representation by his/her Union Steward, the Manager shall 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 within twenty-four (24) hours in time to attend such a meeting before discipline is imposed. Shall the Union fail in this regard, the discipline or meeting shall proceed. Whether or not the Steward is present, a contact form will be made out and given to the employee and a copy supplied to the Steward within seventy-two (72) hours of the meeting.

8:02 Any record of a disciplinary action taken by the Employer will not remain on an employee's record beyond three (3) years from the date of such disciplinary action being taken.

## **ARTICLE 9: SUSPENSION OR DISCHARGE**

9:01 An employee who has been suspended or discharged shall be advised in writing of the reason therefor. Whether called or not, the Steward will be advised in writing within three (3) working days of the fact of suspension or discharge and the reason therefor.

## **ARTICLE 10: GRIEVANCE PROCEDURE**

10:01 An employee having a grievance, or one designated member of a group having a grievance, will first take up the grievance within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance with his/her supervisor, who will attempt to adjust it.

### **Step One**

10:02 An employee may request his/her 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.

10:03 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.

10:04 If the grievance is not adjusted by the Manager, it shall be reduced in writing by the Union on behalf of the employee and/or on its own behalf, signed by the employee involved, and submitted to the Labour Relations Department. The nature of the grievance, a general statement of the relevant facts, and the remedy sought shall be set out in the grievance. The Manager shall give his/her answer in writing to the Steward and/or the Union without undue delay, but not more than five (5) working days after the grievance has been presented in writing.

## **Step Two**

10:05 If the grievance is not settled at Step One, the written grievance may be referred to the Designated Authority\* of the campus by the 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 Authorities (See Schedule VII).

## **Step Three**

10:06 If the grievance is not settled at Step Two, a written grievance may be referred to the Director of Labour Relations by the Business Manager or his/her Designated Authority 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 Director of Labour Relations or his/her designated representative with the Business Manager of the Union or his/her designated representative 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 Director of Labour Relations or his/her designated representative shall notify the Union in writing within five (5) working days of the meeting.

## **Policy or Group Grievance**

10:07 A grievance of the Employer, or a policy or group grievance of the Union which is distinguished from an employee's grievance, must be sent by registered mail or be personally delivered to the Director of Labour Relations of the Employer or the Business Manager of the Union, or his/her designated representative, 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 details of the grievance, a statement of the exact matter in dispute and a statement of the relief sought from an arbitration board.

## **Discharge Grievance**

10:08 In the case of an employee being discharged, he/she may submit a grievance in writing, signed by him/her on a grievance form supplied by the University of Toronto to the Director of Labour Relations within five (5) working days after his/her discharge. If the matter then is not immediately settled, the Director of

Labour Relations or his/her designated representative shall meet with the Business Manager of the Union or his/her designated representative, within a further period of five (5) working days after 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.

10:09 Time limits set forth in the grievance or arbitration procedures may be extended by mutual agreement in writing between the parties hereto.

10:10 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 11: MEDIATION/ARBITRATION**

11:01 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.

11:02 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 precise statement of the matter in dispute, a statement of the actual remedy sought by the party from an arbitrator and the name and address of the party's nominee as arbitrator.

11:03 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 party shall then have the right to request the Minister of Labour for Ontario to appoint an arbitrator.

11:04 Each party shall jointly and equally bear the fees and expenses of the arbitrator and nominee, if any. 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.

11:05 Alternatively, the parties may by mutual agreement at Step 3 agree that the grievance be referred to a board of arbitration. The party who gives notice that the grievance be referred to a board of arbitration shall notify the other party of the name and address of the party's nominee to the proposed arbitration board. The party who receives the notice of intention to proceed to a board of arbitration shall then notify the other party of the name and address of their party's nominee to the proposed arbitration board.

within ten (10) working days after receiving the notice. The two (2) nominees shall attempt to select a chairperson for the board. If they are unable to agree upon the selection within a further period of ten (10) working days after the appointment of the second nominee, either of the parties shall then have the right to request the Minister of Labour to appoint a chairperson for the board. The decision of the majority of the Board shall prevail. If there is no majority, the decision of the chairperson shall prevail.

11:06 In the event an arbitrator properly deals with a matter relating to discharge or other disciplinary action, the arbitrator has the authority to reinstate an employee with or without compensation for wages lost or to make any other award it may deem just in the event there has been a violation of this Agreement by the Employer.

11:07 An arbitrator shall not have any authority to make any decision which is inconsistent with the terms of this Agreement nor to add to, subtract from, or amend any of the terms of this Agreement. The jurisdiction of the arbitrator shall be strictly confined to dealing with the issue in dispute between the parties and the type of relief sought as outlined in the notice of intention to proceed to arbitration. The decision of the arbitrator shall be final and binding upon the parties.

## **ARTICLE 12: HIRING**

12:01 In the event of the Employer wishing to employ carpenters or carpenter apprentices, it shall first apply to the Union. If within five (5) working days the Union cannot supply applicants satisfactory to the Employer, the Employer may then arrange to hire elsewhere. As a condition of continuing employment, any applicant will be required to be a member in good standing of the Union or to obtain Union membership within five (5) working days. Failure to obtain Union membership within five (5) working days will result in the termination of the employee's employment.

12:02 Prior to filling any permanent vacancies covered by the terms of this Agreement, the Employer will post notice of the said position for a period of seven (7) working days in the Carpenter's Shop and notify the Local Union President or his/her representative in writing. Union members shall make a written application for the job vacancy. The job posting for the vacancy shall contain the following information: nature of the position, job description, required knowledge and education, ability and skills, hours of work and wage rates.



### **ARTICLE 13: PROBATIONARY EMPLOYEES**

13:01 New employees will be considered as probationary employees until after they have worked for a total of sixty (60) working days, from the date of last hire by the Employer. The Employer may discharge an employee at any time during the probationary period, without cause and at the sole discretion of the Employer. In the event an employee is discharged, he/she shall be entitled to submit a grievance under section 10:08 of the collective agreement.

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

13:02 The Employer agrees that in the event that Temporary Journeypersons are employed, they shall be employed in accordance with Schedule VIII.

### **ARTICLE 14: SENIORITY**

14:01 An employee will be considered on probation and will not acquire seniority until he/she has worked a total of sixty (60) working days for the Employer, when his/her seniority shall commence from the date of last hiring.

14:02 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.

14:03 A seniority list will be prepared and forwarded to the Union office on or about the 30th day of November during the term of this Agreement.

14:04 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 Journeyperson Carpenter immediately prior to the date of last hiring.

#### **Loss of Seniority**

14:05 An employee shall lose all seniority and deemed to be terminated if he/she:

- 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; and

- d) following a layoff, fails to advise the Employer within five (5) working days of receipt of notice to return to work of his/her intention to return, or fails to report for work on the date and at the time specified in the said notice, without a reason acceptable to the Employer.
- e) is absent from work for a period of five (5) or more consecutive working days without notifying the Employer of such absence, in which case he/she shall be deemed to have resigned his/her employment with the Employer; and
- f) fails to return to work upon the expiration of a leave of absence, or utilizes a leave of absence for a purpose other than that for which it was granted unless excused by the Employer in writing;

### **Temporary Layoff Notice**

14:06 The Employer shall notify permanent 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, he/she shall be paid in lieu of that part of five (5) days during which work was not available.

14:07 The Employer may at its sole discretion and without consideration of previous service with the University temporarily layoff a temporary employee at any time during his/her employment due to lack of work.

### **Termination Layoff Notice**

14:08 The Employer shall notify employees who are to be permanently laid off in accordance with the following schedule:

Upon completion of the probationary period but less than 1 year - 1 week  
 1 year of service, less than 2 years - 3 weeks  
 2 years of service, less than 4 years - 4 weeks  
 4 years of service or more - 1 week for each year of service to a maximum of 30 weeks

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

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

The Employer may at its sole discretion and without consideration of previous service with the University permanently layoff a temporary employee at any time during his/her employment due to lack of work.

#### **ARTICLE 15: CHANGE OF ADDRESS**

15:01 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 16: LEAVES OF ABSENCE**

##### **General**

16:01 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, he/she shall be given an answer within a reasonable time period of making the request. All applications for a leave of absence must be made in writing and submitted to the Designated Authority. Any extension of a leave of absence must also be applied for and granted in writing.

##### **Conventions and Seminars**

16:02 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 per year for each employee to whom such leave is granted.

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

16:03 Where an employee is elected to a full-time office within the Union, he/she may request a leave of absence at least fourteen (14) days in advance in writing from the Designated Authority, for a period not to exceed three (3) years. Subject to the approval of the Designated Authority, he/she shall be granted a leave of absence. Upon the expiration of his/her term of office and upon written request to the Designated Authority, which must be submitted at least fourteen (14) days prior to said termination, the member shall return to his/her former position.

The above described leave of absence shall be limited to one (1) employee at any one time during the term of this Agreement.

### **Seniority During Leave of Absence**

16:04 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 16:01 of the Agreement.

### **ARTICLE 17: HOURS OF WORK**

17:01 Hours of work for all employees covered by this Agreement shall be seven and one-half (7½) hours per day, thirty-seven and one-half (37½) hours per week. This shall not constitute a guarantee of hours of work per day or week. The standard lunch period shall be one-half (1/2) hour without pay during each full shift.

### **Overtime**

17:02 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. All hours worked on Saturdays and Sundays will be paid for at the rate of two (2) times the basic hourly rate.

### **Overtime Distribution**

17:03 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 fail to report to the assignment will be considered to have worked for the purpose of establishing records.

### **Shift Premium**

17:04 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., Monday to Friday inclusive, 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 he/she shall be paid time and one-seventh

(1 1/7) the regular hourly rate; six and one-half (6½) hours' work for seven and one-half (7½) hours' pay.

**Between 12:00 a.m. midnight and 8:00 a.m.:** Where an employee is scheduled to work during this period he/she shall be paid time and one-third (1 1/3) the regular hourly rate; five and one-half (5½) hours' work for seven and one-half (7½) hours' pay.

In the event of a shift change employees will be given three (3) days' notice.

### **No Pyramiding**

17:05 Premium payments shall not be duplicated under any of the terms of this Agreement. If premium payments are provided under two or more provisions of this Agreement, then payment shall be made under the single provision which provides the highest rate of pay.

### **Rest Period**

17:06 All employees will be permitted a fifteen (15) minute rest period both in the first half of the shift and in the second half of the shift.

### **Recall**

17:07 Any employee who has completed his/her regular shift and is recalled to work shall receive a minimum of four (4) hours' pay at the overtime rate, or the number of hours worked at the applicable overtime rate.

### **Meal Allowance**

17:08 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, he/she 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.

### **Summer Hours**

17:09 During the months of July and August, start times in this article may be adjusted up to thirty (30) minutes earlier upon mutual consent.

**ARTICLE 18: PAID HOLIDAYS**

18:01 All employees covered by this Agreement shall be granted the following paid holidays with pay at the employee's regular rate of pay for his/her normal number of working hours:

New Year's 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
Labour Day	Family 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 holiday pay.

18:02 The Employer shall designate the day of observance of paid holidays in the aforementioned clause 18:01.

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.

**Paid Holidays - Overtime**

18:03 All hours worked in excess of seven and one-half (7½) hours on one of the above paid holidays shall be paid for at the rate of two (2) times the basic hourly rate.

**ARTICLE 19: VACATION WITH PAY**

19:01 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 Premiums 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%
12 years	21 days	8.4%
14 years	22 days	8.8%
15 years	25 days	10.0%

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

Vacation pay will be pro-rated in the event an employee has received payment under Long Term Disability or in the event Workplace Safety and Insurance claims exceed fifteen (15) consecutive weeks. Vacation payments will also be pro-rated in the event an employee has been granted an unpaid leave of absence in accordance with Article 16:01.

**EFFECTIVE APRIL 30, 2014:**

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 Premiums 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 pro-rated in the event an employee has received payment under Long Term Disability or in the event Workplace Safety and Insurance claims exceed fifteen (15) consecutive weeks. Vacation payments will also be pro-rated in the event an employee has been granted an unpaid leave of absence in accordance with Article 16:01.

19:02 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 period. Requests for vacation periods shall not be unreasonably withheld; however, the Employer reserves the authority to designate vacation periods in a manner consistent with efficient operations of the plant.

### **Vacation with Pay on a Paid Holiday**

19:03 If a paid holiday falls during an employee's vacation, an extra day off with pay will be allowed in lieu of the holiday.



## **ARTICLE 20: SICK LEAVE**

### **Definition**

20:01 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 Sick Leave**

20:02 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.

20:03 In each calendar year commencing May 1<sup>st</sup>, 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.

20:04 Article 20:03 shall not apply in the first occurrence in the event an employee is absent due to an accident or an injury requiring the attention of a physician or in the instance of an employee who is hospitalized, nor shall such absences be counted in determining the number of periods of absences referred to in Article 20:03.

20:05 In the event an employee is laid off and is absent from work due to illness or injury two (2) months or less before the layoff and received notice of the layoff prior to the occurrence of the illness or injury, sick leave pay shall terminate as of the effective date of the layoff. Sick leave pay shall continue beyond the date

of layoff to a maximum of fifteen (15) weeks in accordance with Article 20:02 when an employee is absent from work due to illness or injury two (2) months or more in advance of the layoff, or was absent from work due to illness or injury prior to receiving notice of layoff.

### **Required to Call In**

20:06 When an employee is unable to report to work due to sickness or injury, the Foreperson must be notified as early as possible but not later than one (1) hour prior to the scheduled shift of the anticipated length of the absence and a contact number at which the employee may be reached. This notification must be made by the employee him or herself, except where exceptional circumstances prevent the employee from providing the notification in a timely manner.

### **Physician's Certificate**

20:07 An employee who is absent due to illness for more than three (3) consecutive working days shall furnish within seven (7) consecutive working days or upon return to work, whichever is earlier, from the commencement of such absence a certificate from his/her physician licensed to practice medicine covering 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 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 only accept medical certificates that are original copies, indicate first treatment date or expected return to work date and are verified by a legally qualified and licensed medical practitioner. The Employer will, upon proof of payment, reimburse the employee for the cost of the doctor's certificate.

### **Misuse of Sick Leave**

20:08 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 on Return to Work**

20:09 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 he/she returns to his/her regular duties.

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

20:10 Where the Employer has reason to believe that the employee may not be able to safely or satisfactorily perform his/her duties, as a result of injury, accident, illness or for other reasons, the employee may be required to be certified by a legally qualified Medical Practitioner employed by the Employer.

### **Dispute Over Medical Examination**

20:11 Should a dispute arise between an employee and the Employer's Medical Practitioner as to the employee's fitness, the employee shall be referred to an independent medical consultant mutually agreed upon by the Union and the Employer. The consultant's opinion shall be considered the final decision as to the employee's fitness to continue to work at his/her regular occupation.

### **Sick Leave Pay While Drawing Workplace Safety and Insurance Benefits**

20:12 An employee who is prevented from performing his/her regular work with the Employer as a result of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act shall receive from the Employer the difference between the amount paid by the Workers' Compensation 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 Workers' Compensation Board.

### **Hospitalized During Vacation**

20:13 An employee who is hospitalized during his/her vacation period will be allowed to draw sick leave with pay for the period of time for which he/she is hospitalized in accordance with Article 20:02 providing that the employee furnishes proof of such hospitalization to his/her supervisor. The employee will be allowed to reschedule that portion of vacation during which he/she was hospitalized at a later date mutually agreeable to the employee and the employee's supervisor.

### **Exceptions**

20:14 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 20:13.

## **ARTICLE 21: BEREAVEMENT LEAVE**

21:01 In the event of the death of a member of the immediate family or a member of his/her 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, grandchild, grandparent, guardian, or ward.

## **ARTICLE 22: PAID PERSONAL LEAVE OF ABSENCE**

22:01 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. Employees shall be permitted to use paid personal leave of absence for the observance of religious holidays of their faith which fall on a day in which they would normally be required to work as well as professional appointments, court appearances, moving, supplementing bereavement leave, writing examinations or attending emergency situations. Such leave of absence shall not accrue from one year to another if not used in that year. Each application for leave of absence must be made in writing to the supervisor. Written requests for leave of absence must be submitted to the supervisor at least five (5) working days in advance. The supervisor will provide the employee with an answer in writing within two (2) working days after receiving the written request. Employees shall not be allowed to use leave of absence for purposes of extending vacations or the day prior to or following a paid holiday.

In cases of emergency, which includes urgent matters beyond the control of the employee, the employee shall give the Manager as much notice as possible. Such emergency leaves will not be unreasonably withheld.

22:02 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 available 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 regular recurring medical appointments.

**ARTICLE 23: PREGNANCY LEAVE**

23:01

- 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 she 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 salary during the two (2) week waiting period for Employment Insurance benefits, and, for the next fifteen (15) weeks, will pay the difference between Employment Insurance benefits and ninety-five (95) percent of salary, provided that the employee applies for and receives Employment Insurance benefits.
- 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 she has arranged her pregnancy leave, she 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 20 until the actual birth of the baby, the expected date of delivery or the date she intended to start her pregnancy leave as stated in her 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 her pregnancy leave for seventeen (17) weeks but the child has not yet been born, the pregnancy leave will end when the baby is born and the employee will be entitled to take a parental leave immediately after the birth. If an employee on pregnancy leave wishes to change the date of her return to work to an earlier date, she must give the University four (4) weeks' written notice of the date on which she intends to return. If the employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), she must give the 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.

## **ARTICLE 24: PARENTAL LEAVE**

24:01

- 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:
  - up to thirty-five (35) weeks of parental leave for birth mothers;
  - up to thirty-seven (37) weeks of parental leave for all other new parents, such as birth fathers, adoptive parents and same-sex partners.
- b) For employees who take pregnancy leave, parental leave commences when her pregnancy leave ends or when the baby first comes into custody, care, and control of the birth mother. For other 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.
- 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 he/she does not specify when the leave will end, it will be assumed that he/she wishes to take the maximum leave.  
An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least two (2) weeks' notice before the earlier date, or to a later date by 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 his/her intent to take the parental leave.

1. If an employee on parental leave wishes to change the date of his/her return to work to an earlier date, he/she must give the University four (4) weeks' written notice of the date on which he/she intends to return.
- e) If an employee wishes to change the date of return to work to a later date (but 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.
  - f) Seniority, vacation, benefits, and pensionable service continue during an employee's parental leave, provided the employee fulfills any requirements for said continuation.

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

#### **ARTICLE 25: PATERNITY LEAVE**

25:01 Upon the birth or adoption of a child a father or same-sex parent shall be granted up to two (2) days' paid leave of absence.

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

#### **ARTICLE 26: JURY DUTY OR CROWN WITNESS SERVICE**

26:01 The Employer shall compensate any employee who is required for jury duty or crown witness service the difference between his/her normal earnings and the payment he/she receives for jury duty or crown witness service and the amount of pay received for it.

#### **ARTICLE 27: WORK DONE BY SUPERVISORS AND STAFF MEMBERS**

27:01 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 28: WORKING IN A HIGHER CLASSIFICATION**

28:01 When an employee has been temporarily appointed to work in a higher classification in the bargaining unit, he/she shall be paid the appropriate rate for the duration of that appointment.

**ARTICLE 29: JOB SECURITY**

29:01 It is the agreed that employees, excluding apprentices, who are full-time and who are employed in the bargaining unit with two (2) years of service or more, shall not be laid off by reason of the Employer contracting out work being performed by said employees.

**ARTICLE 30: TECHNOLOGICAL CHANGE**

30:01 It is agreed that technological change shall be deemed 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 and rate change with the union in advance.

In order to lessen the impact of technological change, wherever possible and practicable, the Employer will provide training to employees on changes to equipment, machinery or methodology which will introduce technological change to the job.

Training resulting from technological change shall be brought to the attention of the union business representative and/or the chief steward.

**ARTICLE 31: CORRESPONDENCE**

31:01 All correspondence between the parties arising out of this Agreement or incidental hereto shall pass to and from the Director of Labour Relations of the University of Toronto, 215 Huron Street, 8<sup>th</sup> Floor, Toronto, Ontario M5S 1A2, and the Business Representative of the Carpenters and Allied Workers, United Brotherhood of Carpenters & Joiners of America, Local 27, 222 Rowntree Dairy Road, Woodbridge, Ontario, L4L 9T2.

**ARTICLE 32: CLOTHING**

The Employer agrees to provide five (5) uniforms (shirts and pants) to all full time employees initially when hired. The Employer will also supply a bomber-style jacket, spring jacket, toque, ball cap, short and long-sleeve T-shirts without



collar 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.

Employees will wear such clothing while on duty.

Upon termination or layoff, employees are required to return any clothing with University of Toronto identification.

### **ARTICLE 33: SAFETY SHOE ALLOWANCE**

33:01 Where the Employer requires safety shoes or boots to be worn as a condition of employment, the Employer will pay to the employee a safety shoe or boot allowance of one hundred and seventy five (175) dollars annually upon production of receipts.

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

### **ARTICLE 34: WAGES**

34:01 The Employer agrees to pay the schedule of wages rates attached hereto as Schedule I. The parties agree that the wage schedule may be adjusted during the term of the Collective Agreement in order to transfer funds from the hourly wage rate to the Union pension and welfare fund and/or the dues supplement fund. The Union agrees to notify the University in writing at least thirty (30) days prior to the effective date of transfer of above-mentioned funds and the adjustment of the wage schedule. A Memorandum of Agreement will be entered into incorporating such adjustments.

#### **Electronic Transfer of Wages**

34:02 All full-time employees will receive their pay on a bi-weekly basis by electronic transfer of funds into their respective financial institution account. All new employees will be required to complete a Payroll Bank 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 Authorization Form.

### **ARTICLE 35: BENEFITS**

### **Pension and Welfare Fund**

35:01 The Employer agrees to make payments to the Carpenters' Pension and Welfare Fund, the details of which are set out in Schedule II.

### **Dues Supplement**

35:02 The Employer shall deduct from each employee's wages a Dues Supplement, the details of which are set out in Schedule III.

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

35:03 The Employer agrees to provide a Group Life and Survivor Income Plan, the details of which are set out in Schedule IV.

### **Long Term Disability Plan**

35:04 The Employer agrees to provide a Long Term Disability Plan, the details of which are set out in Schedule V.

### **Joint Membership Plan**

35:05 The Employer agrees that employees covered by this Agreement are eligible for this plan as set out in Schedule VI.

## **ARTICLE 36: GENERAL**

36:01 A read only copy of 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 37: DURATION AND MODIFICATION OF AGREEMENT**

37:01 This Agreement shall continue in effect until April 30, 2018 and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing within the period of three (3) months next preceding the expiration date of this Agreement that it desires to amend or terminate it.

37:02 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 have caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on May 23, 2014.

**THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:**

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*Vice-President, Human Resources & Equity*

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*Secretary of Governing Council*

**AND**

**CARPENTERS AND ALLIED WORKERS, LOCAL 27**

**BY:**

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*Business Representative*

**SCHEDULE I: WAGES**

**Carpenters F/T L27**

Personnel Area: 0001  
 Personnel Subarea: 0700  
 Pay Scale type: 07  
 Pay Scale area: 01

Job Title	Job	Pay scale group	PS level	01.05.2014 Amount	01.05.2015 Amount	01.05.2016 Amount	01.05.2017 Amount
Working Foreperson	143	04U		38.55	39.13	39.76	40.46
Lead Hand	142	03U		36.52	37.07	37.66	38.32
(Journey) Carpenter	141	02U		32.68	33.17	33.70	34.29
Carpenter-Apprentice	202	APPREN	01	16.35	16.60	16.87	17.17
			02	19.62	19.91	20.23	20.58
			03	22.88	23.22	23.59	24.00
			04	26.16	26.55	26.97	27.44

**Carpenter Temporary**

Personnel Area: 0002  
 Personnel Subarea: 4750  
 Pay Scale type: 60  
 Pay Scale area: 01

Job Title	Job	Pay scale group	PS level	01.05.2014 Amount	01.05.2015 Amount	01.05.2016 Amount	01.05.2017 Amount
Carpenter-Temporary	144	01U	02	32.68	33.17	33.70	34.29
Carpenter-Apprentice	202	APPREN	01	16.35	16.60	16.87	17.17
			02	19.62	19.91	20.23	20.58
			03	22.88	23.22	23.59	24.00
			04	26.16	26.55	26.97	27.44

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**SCHEDULE II: PENSION AND WELFARE BENEFITS**

Effective May 1, 2011, the Employer shall pay \$7.66 per hour for each hour worked for each hourly-rated employee (\$5.29 per hour-Pension; \$2.34-Welfare; \$ .01 per hour-Health and Safety, and \$ .02 per hour – Training Fund). Effective May 1, 2013, the Employer shall pay \$7.81 per hour for each hour worked for each hourly-rated employee (\$5.39 per hour – Pensions: \$2.39 – Welfare; \$0.01 per hour – Health and Safety, and \$0.02 per hour – Training Fund). Contributions to the Pension Plan will be made at two (2) times the hourly rate for each overtime hour worked. Payments will be made to the Carpenters'

Pension and Welfare Plan, the administrator to be designated by the trustees of the said plan.

At the sole discretion of the Union, an amount to be determined (at the Union's sole discretion) may be re-directed from employee wages to welfare or pension benefits during the term of this Collective Agreement.

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**SCHEDULE III: DUES SUPPLEMENT**

The Employer shall deduct from each employee's wages a dues supplement of forty-seven (47) dollars per month of each employee covered by this Collective Agreement. The Employer will forward this amount together with the monies payable hereunder to the Pension and Welfare Plan. Such amounts on receipt will be immediately paid to the Carpenters' Union Supplement Fund.

**EFFECTIVE May 1, 2013:**

The Employer shall deduct from each employee's wages a dues supplement of forty-seven (47) dollars per month, as well as a dues deduction of \$0.25 per hour for each hour worked for each hourly-rated employee covered by this Collective Agreement. The Employer will forward such amount together with the monies payable hereunder to the Pension and Welfare Plan. Such amounts on receipt will be immediately paid to the Carpenters' Union Supplement Fund.

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**SCHEDULE IV: GROUP LIFE AND SURVIVOR INCOME**

The Employer shall provide basic coverage at no cost to the employee, in accordance with the provisions and regulations of the Group Life and Survivor Income Plan for Members of the Academic and Administrative Staffs, 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.

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**SCHEDULE V: LONG TERM DISABILITY PLAN**

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

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

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

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**SCHEDULE VI: JOINT MEMBERSHIP PLAN**

Employees who are members of the United Brotherhood of Carpenters and Joiners of America, Local 27 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.

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**SCHEDULE VII: DESIGNATED AUTHORITIES**

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

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**SCHEDULE VIII: TEMPORARY JOURNEYPerson CARPENTERS**

The Employer and the Union agree that when the University employs Temporary Journeyperson Carpenters, supplied by the Union, the following conditions shall govern such employment:

1. Temporary Journeyperson Carpenters shall be employed for a period not to exceed twelve (12) continuous calendar months; and

2. Temporary Journeyperson Carpenters shall be entitled only to the following terms and conditions of the current collective agreement between the parties;
- |                                 |                                      |
|---------------------------------|--------------------------------------|
| a) discrimination               | • Articles 4:01 to 4:06, inclusive   |
| b) union security and check-off | • Articles 6:01, 6:02 and 6:03       |
| c) suspension or discharge      | • Article 9:01                       |
| d) grievance procedure          | • Articles 10:01 to 10:10, inclusive |
| e) arbitration                  | • Articles 11:01 to 11:06, inclusive |
| f) hiring                       | • Article 12:01                      |
| g) hours of work                | • Article 17:01                      |
| h) overtime                     | • Article 17:02                      |
| i) shift premium                | • Article 17:04                      |
| j) rest periods                 | • Article 17:06                      |

All other terms and conditions of the collective agreement shall not be applicable to Temporary Journeyperson Carpenters.

The Employer shall pay to Temporary Journeyperson Carpenters the current wage rate; pension, health and welfare contributions payable to Full-time Journeyperson Carpenters as outlined in Schedules I and II in the current collective agreement. For clarity, as per point 2 above, Temporary Journeyperson Carpenters are not eligible to participate in any of the University's own benefit plans, including, but not limited to, the Health and Dental Plans, the Vision Care Plan, the Group Life and Survivor Income Plan, the Long Term Disability Plan, and the Joint Membership Plan.

Contributions for the Union Pension Plan, Union Welfare benefits and vacation and paid holidays allowance shall be made monthly on behalf of the employee to Local 27, United Brotherhood of Carpenters and Joiners of America Welfare Committee together with forms supplied by the Administrator and completed by the Employer showing the names of employees upon whose behalf the contributions were made.

It is further agreed that the Employer shall contribute 10 percent of the employee's gross earnings as vacation and paid holiday allowance.

A Temporary Journeyperson Carpenter who exceeds twelve (12) continuous calendar months of service shall acquire seniority in accordance with Articles 14:01 and 14:02, inclusive, effective twelve (12) months from the date at which the continuous service as a Temporary Carpenter commenced. The Employer may at its sole discretion layoff a temporary employee at any time during his/her employment due to lack of work. The Employer may also at its sole discretion

and without consideration of previous employment at the University, rehire a laid off employee at any time following the said lay off date.

**LETTER OF INTENT: BI-WEEKLY PAY**

May 23, 2014

Mr. Paul Daly  
Vice President Carpenters' District Council of Ontario on  
behalf of Carpenters and Allied Workers, Local 27  
222 Rowntree Dairy Road  
Woodbridge, Ontario  
L4L 9T2

Dear Mr. Daly,

The University agrees that it will not change the current bi-weekly pay system during the life of this collective agreement.

Yours truly,

Alex Brat  
Director, Labour Relations



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

May 23, 2014

Mr. Paul Daly  
Vice President Carpenters' District Council of Ontario on  
behalf of Carpenters and Allied Workers, Local 27  
222 Rowntree Dairy Road  
Woodbridge, Ontario  
L4L 9T2

Dear Mr. Daly,

The parties agree that the formation of a Labour Management Committee shall be given priority, and that the Committee shall continue for the life of this collective agreement.

The Committee shall be constituted and empowered as follows:

**Purpose**

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 work force, 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.

**Representation**

The Director of Labour Relations or his/her designate shall be the Chair and shall preside over the meetings.

The Union shall elect two (2) representatives who are employed in the bargaining unit. Management shall appoint two (2) representatives to the Committee.

**Meetings**

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

**Agenda**

The Chair shall circulate an agenda at least one week prior to each meeting.

Yours truly,

Alex Brat  
Director, Labour Relations

**LETTER OF INTENT: REPLACEMENT AND SECURITY OF TOOLS**

May 23, 2014

Mr. Paul Daly  
Vice President Carpenters' District Council of Ontario on  
behalf of Carpenters and Allied Workers, Local 27  
222 Rowntree Dairy Road  
Woodbridge, Ontario  
L4L 9T2

Dear Mr. Daly,

It was agreed during our negotiations that:

**Replacement**

An employee's tools of the trade which are broken or have been worn out in the course of the performance of normal duties will be replaced upon presentation to the foreperson.

**Security**

Employees shall each be provided with a place in the Shop in which they can store their tools.

The Employer will supply locks and keys or combination locks which must be used by each employee.

In the event the Employer wishes to examine the tool lock-up of an employee, the Steward or his/her designate shall be present during the said examination.

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

Once per year, each employee must supply a complete list of his/her personal hand tools to his/her foreperson.

Where it is established that the proper precautions have not been taken by the employee to ensure the safe keeping of his/her tools, the Employer will not replace tools claimed stolen.

Yours truly,

Alex Brat

Director, Labour Relations

**LETTER OF INTENT: PRESIDENTIAL HOLIDAYS**

May 23, 2014

Mr. Paul Daly  
Vice President Carpenters' District Council of Ontario on  
behalf of Carpenters and Allied Workers, Local 27  
222 Rowntree Dairy Road  
Woodbridge, Ontario  
L4L 9T2

Dear Mr. Daly,

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  
Director, Labour Relations

**LETTER OF INTENT: RELEASE OF STEWARD**

May 23, 2014

Mr. Paul Daly  
Vice President Carpenters' District Council of Ontario on  
behalf of Carpenters and Allied Workers, Local 27  
222 Rowntree Dairy Road  
Woodbridge, Ontario  
L4L 9T2

Dear Mr. Daly,

During our recent negotiations, the parties agreed to the following procedure in the event that the Shop Steward is required to visit a campus other than the one where he/she is employed to deal with matters concerning the collective agreement.

In such an event, the Union Representative will contact the Director of Labour Relations or his/her Designate, to make arrangements within a reasonable period of time prior to the date for which the release is requested.

Yours truly,

Alex Brat  
Director, Labour Relations

**LETTER OF INTENT: TEMPORARY LEAD HAND POSITION**

May 23, 2014

Mr. Paul Daly  
Vice President Carpenters' District Council of Ontario on  
behalf of Carpenters and Allied Workers, Local 27  
222 Rowntree Dairy Road  
Woodbridge, Ontario  
L4L 9T2

Dear Mr. Daly,

The parties agree that in the future prior to filling any temporary lead hand vacancies, the following will occur:

- 1) All those employees interested in filling the position of Temporary Lead Hand will notify their foreperson and will be interviewed to determine whether they meet the necessary criteria to fill the position;
- 2) Those who do not qualify will be told why they did not qualify and the University will provide training, if desired, so that the employee may qualify for the Temporary Lead Hand position in the future;
- 3) Temporary Lead Hands will be drawn from the pool of qualified employees on a equitable basis;
- 4) The Union and Management will meet, if necessary, to discuss any operational difficulties; and
- 5) Qualifications for the Lead Hand position will be posted.

Yours truly,

Alex Brat  
Director, Labour Relations

## LETTER OF INTENT: PAID PERSONAL LEAVE OF ABSENCE

May 23, 2014

Mr. Paul Daly  
Vice President Carpenters' District Council of Ontario on  
behalf of Carpenters and Allied Workers, Local 27  
222 Rowntree Dairy Road  
Woodbridge, Ontario  
L4L 9T2

Dear Mr. Daly,

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. These guidelines shall be applied consistently to full-time members of the bargaining unit.

- Care of family member
- Parent-Teacher interviews
- School trips or concerts
- Stepping in when a 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  
Director, Labour Relations

**LETTER OF INTENT: TUITION WAIVER FOR DEPENDANTS**

May 23, 2014

Mr. Paul Daly  
Vice President Carpenters' District Council of Ontario on  
behalf of Carpenters and Allied Workers, Local 27  
222 Rowntree Dairy Road  
Woodbridge, Ontario  
L4L 9T2

Dear Mr. Daly,

The University agrees that dependants of employees in the bargaining unit shall be entitled to the benefits of the Tuition Waiver for Dependants Policy attached hereto.

Yours truly,

Alex Brat  
Director, Labour Relations



## **Tuition Waiver for Dependents Policy**

### **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 have 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 25;
- Spouse shall mean spouse as defined in the Ontario Human Rights Code as amended by the Spousal Relationship Statute Law Amendment Act, 2005;
- Academic tuition fee by definition excludes application, registration service, examination and other incidental fees.

### **ELIGIBILITY**

This benefit is available to:

- Staff members of the University full-time or part-time of 25% or more, or sessionals. In the case of part-time staff members, the benefit will be pro-rated in accordance with the part-time appointment.
- Dependant, spouse or partner proceeding towards a degree or first certificate in a qualifying programme (not special students). Qualifying programmes 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.

**LETTER OF INTENT: EDUCATIONAL ASSISTANCE**

May 23, 2014

Mr. Paul Daly  
Vice President Carpenters' District Council of Ontario on  
behalf of Carpenters and Allied Workers, Local 27  
222 Rowntree Dairy Road  
Woodbridge, Ontario  
L4L 9T2

Dear Mr. Daly,

The University agrees that employees in the bargaining unit shall be entitled to the benefits of the Educational Assistance Policy attached hereto.

Yours truly,

Alex Brat  
Director, Labour Relations

## **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.

### **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 administrative staff appointments whether full-time, part-time of 25 percent or more, or sessional are eligible. In the case of part-time staff members for the first three years' continuous service, the funding is pro-rated in accordance with the part-time appointment.

### **PROVISIONS**

#### **1. 100% Tuition Waived**

Tuition fees are waived for a qualifying staff member taking, on a part-time basis:

- a) a University of Toronto or Ontario Institute for Studies in Education degree course, up to and including the Master's level (excluding deregulated programs), or
- b) a diploma or certificate program offered through Woodsworth College, or
- c) 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. 50% Tuition Reimbursed

50% 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:

- d) 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
- e) 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 his/her present job or directly related to his/her potential career. Individual courses, even though unrelated, will qualify provided they are a part of an eligible certificate, diploma or degree program.

The University agrees to provide to employees in the bargaining unit who have successfully completed their probationary periods in accordance with the Collective Agreement, the benefits of the University's Educational Assistance Policy for Administrative non-union staff, as attached hereto. It is agreed that the University may amend the aforesaid Policy from time to time.

**LETTER OF INTENT: JOB RELATED TRAINING**

May 23, 2014

Mr. Paul Daly  
Vice President Carpenters' District Council of Ontario on  
behalf of Carpenters and Allied Workers, Local 27  
222 Rowntree Dairy Road  
Woodbridge, Ontario  
L4L 9T2

Dear Mr. Daly,

To further foster the University's culture of career development and continuous learning, full-time permanent employees of the bargaining unit are encouraged to make application for Staff Development and/or other job-related training. Such requests shall be considered and approved subject to operational requirements. Employees approved for such training opportunities will attend during regularly scheduled working hours where practicable and will be paid accordingly.

Yours truly,

Alex Brat  
Director, Labour Relations

**LETTER OF INTENT: LEAD HANDS/WORKING FOREPERSON**

May 23, 2014

Mr. Paul Daly  
Vice President Carpenters' District Council of Ontario on  
behalf of Carpenters and Allied Workers, Local 27  
222 Rowntree Dairy Road  
Woodbridge, Ontario  
L4L 9T2

Dear Mr. Daly,

The University acknowledges and agrees that employees designated to a position of "Lead Hand" or "Working Foreperson" shall not have the ability to hire, fire or discipline bargaining unit employees.

Yours truly,

Alex Brat  
Director, Labour Relations

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

May 23, 2014

Mr. Paul Daly  
Vice President Carpenters' District Council of Ontario on  
behalf of Carpenters and Allied Workers, Local 27  
222 Rowntree Dairy Road  
Woodbridge, Ontario  
L4L 9T2

Dear Mr. Daly,

In each twelve (12) month period beginning May 1, 2001 to April 30, 2002, 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 to by the employee and his or her supervisor.

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

These days are not "Holidays" for any purpose under the collective agreement, including Article 18: Paid Holidays.

Yours truly,

Alex Brat  
Director, Labour Relations



**LETTER OF INTENT: DESIGNATED AUTHORITIES**

May 23, 2014

Mr. Paul Daly  
Vice President  
Carpenters' District Council of Ontario on  
behalf of Carpenters and Allied Workers, Local 27  
222 Rowntree Dairy Road  
Woodbridge, Ontario  
L4L 9T2

**RE: SCHEDULE VII: DESIGNATED AUTHORITIES**

Dear Mr. Daly,

As you are aware, in accordance with Schedule VII of the Collective Agreement, the University is required to supply the Union with an updated list of Designated Authorities as amended from time to time.

To that end, please be advised that the updated list of Designated Authorities is as follows:

- St. George Campus - Manager, Trades; and
- Scarborough Campus – Director, Facilities and Services; and
- Mississauga Campus – Director, Facilities Management and Planning.

I trust that the above mentioned is satisfactory for your purposes.

Yours truly,

Alex Brat  
Director, Labour Relations

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

May 23, 2014

Mr. Paul Daly  
Vice President Carpenters' District Council of Ontario on  
behalf of Carpenters and Allied Workers, Local 27  
222 Rowntree Dairy Road  
Woodbridge, Ontario  
L4L 9T2

Dear Mr. Daly,

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 maximum of thirty seven and one half (37½) hours. Such lieu time off, if approved, shall be granted at a date mutually agreeable to the employee and his /her supervisor. Time off in lieu will not be granted in the event that overtime would be incurred by this agreement.

Employees must use their time prior to April 30<sup>th</sup>; otherwise the employee will receive payment at the applicable rate. Employees may request, prior to April 1<sup>st</sup>, to carry forward a maximum of thirty seven and one half (37½) hours from their lieu time bank. It will be the responsibility of the employee to indicate his/her desire for lieu time. Otherwise, the employee will be paid the overtime or working on a paid holiday premium.

Yours truly,

Alex Brat  
Director, Labour Relations

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

May 23, 2014

Mr. Paul Daly  
Vice President Carpenters' District Council of Ontario on  
behalf of Carpenters and Allied Workers, Local 27  
222 Rowntree Dairy Road  
Woodbridge, Ontario  
L4L 9T2

Dear Mr. Daly,

It is agreed for the duration of the present collective agreement the University will contribute a total of two thousand dollars (\$2000) per year to the Child Care Benefit Pool detailed in Appendix "A".

Yours truly,

Alex Brat  
Director, Labour Relations

## JOINT LETTER OF INTENT: APPRENTICESHIPS

May 23, 2014

Mr. Paul Daly  
 Vice President Carpenters' District Council of Ontario on  
 behalf of Carpenters and Allied Workers, Local 27  
 222 Rowntree Dairy Road  
 Woodbridge, Ontario  
 L4L 9T2

Dear Mr. Daly,

The Employer intends to employ two (2) Apprentices during the course of this Collective Agreement, based on current estimated operational needs. The Union agrees that a failure of the Employer to employ two (2) Apprentices during the course of this Collective Agreement shall not be the subject of a grievance and shall not be subject to arbitration. However, the Union may raise this issue at a Management/Labour Relations Committee.

The University shall be entitled to request an Apprentice of a certain level at 2<sup>nd</sup> year or above (e.g., 3<sup>rd</sup> year apprentice, 4<sup>th</sup> year apprentice) and, upon making a request of the Union, the Union shall supply a suitable registered Apprentice. The Union agrees that when the University employs Apprentices, supplied by the Union, the following conditions shall govern such employment:

1. Apprentices shall be taken on for a specified period not to exceed the hours required for serving his/her apprenticeship and subject to review every six (6) calendar months. Once an apprentice has served the hours required for his/her apprenticeship, he/she shall be laid off without right of recall and shall not be entitled to severance. The Apprentice will advise the University at the time he/she is supplied of the number of hours served thus far in his/her Apprenticeship.
2. Apprentices shall be entitled to the terms and conditions of the current collective agreement, except for the following articles:
 

<ol style="list-style-type: none"> <li>a) seniority</li> <li>b) sick leave</li> <li>c) paid personal leave of absence</li> <li>d) job security</li> <li>e) joint membership plan</li> <li>f) long term disability plan</li> </ol>	<ul style="list-style-type: none"> <li>• Articles 14:01 to 14:08 inclusive</li> <li>• Articles 20:01 to 20:14 inclusive</li> <li>• Article 22:01 and 22.02</li> <li>• Article 29:01</li> <li>• Article 35:05</li> <li>• Article 35:04</li> </ul>
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g) group life and survivor income plan • Article 35:03

3. In the case of an apprentice suffering an illness or injury not incurred in the workplace, the apprentice will be laid off (with the Record of Employment stating illness or injury) providing satisfactory medical documentation is received by the Employer. The apprentice shall be recalled upon being deemed medically fit to return to work as an apprentice by his/her physician and provided the employer determines that an apprenticeship opportunity continues to be available.
4. An apprentice may be terminated without cause at any point at the sole discretion of the Employer upon 24 hours' notice or such notice as required by the Employment Standards' Act, whichever is greater.
5. Apprentices will be required to attend classroom instruction as part of serving their apprenticeship. Time spent in classroom instruction is not considered paid time. Each apprentice shall supply the Employer with proof of attendance.
6. Contributions for the Union pension plan and Union welfare benefits shall be made monthly on behalf of the employee to the Carpenters' Pension and Welfare Plan together with forms supplied by the Administrator and completed by the Employer showing the names of employees upon whose behalf the contributions were made.
7. The Employer agrees that Apprentices laid off as a result of obtaining the hours required for the apprenticeship and who have become Journeypersons, shall be entitled to apply for any Journeyperson position posted by the Employer within 6 months of the layoff of the Apprentice. It is expressly understood that this provision does not constitute a promise or guarantee of hiring in that competition but is solely a right to make application.

Yours truly,

Alex Brat  
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 *Income Tax Act*) incurred by the Member. The University makes no representations as to whether a deduction from income is available under the ITA 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.

All Unions participating in this plan pool will be notified of the amount in the pool at the beginning of each benefit year.



**INDEX**

- Apprenticeships, 51
- ARBITRATION, 7
- Basis of Sick Leave, 17
- BENEFITS, 25
- BEREAVEMENT LEAVE, 19
- BI-WEEKLY PAY, 32
- CHANGE OF ADDRESS, 11
- Child Care Benefit Pool, 50
- CLOTHING, 24
- Conventions and Seminars, 11
- CORRESPONDENCE, 24
- Definition, 16
- Designated Authorities, 30
- DESIGNATED AUTHORITIES, 48
- Discharge Grievance, 6
- DISCIPLINARY INTERVIEW, 4
- DISCRIMINATION, 2
- Dispute Over Medical Examination, 19
- Dues Supplement, 25, 29
- DURATION AND MODIFICATION OF AGREEMENT, 26
- Educational Assistance, 42
- Electronic Transfer of Wages, 25
- EMPLOYMENT EQUITY, 3
- Exceptions, 19
- Full-time Officer of the Union, 11
- General, 11, 26
- GRIEVANCE PROCEDURE, 5
- Group Life And Survivor Income, 29
- Group Life and Survivor Income Plan, 25
- HIRING, 8
- Hospitalized During Vacation, 19
- HOURS OF WORK, 12
- INDEX, 56
- JOB RELATED TRAINING, 45
- JOB SECURITY, 23
- Joint Membership Plan, 26, 30
- JURY DUTY OR CROWN WITNESS SERVICE, 23
- Labour / MANAGEMENT COMMITTEE, 33
- LEAD HANDS/WORKING FOREPERSON, 46
- LEAVES OF ABSENCE, 11
  - Long Term Disability Plan, 26, 30
  - Loss of Seniority, 9
- MANAGEMENT FUNCTIONS, 1
  - Meal Allowance, 13
  - mediation/ARBITRATION, 7
  - Medical Examination on Return to Work, 18
  - Medical Examination Required During Employment, 18
  - Misuse of Sick Leave, 18
  - No Pyramiding, 13
- NO STRIKES OR LOCKOUTS, 2
  - Overtime, 12
  - Overtime Distribution, 12
- PAID HOLIDAYS, 13
  - Paid Holidays - Overtime, 14
  - paid personal leave of absence, 38
- PAID PERSONAL LEAVE OF ABSENCE, 20
  - Parental Leave, 22
- PATERNITY LEAVE, 23
- Pension and Welfare Benefits, 28
- Pension and Welfare Fund, 25
- Physician's Certificate, 18
- Policy or Group Grievance, 6
- Pooled Employee Child-Care Benefit Plan, 53
- Pregnancy Leave, 20
- Presidential Holidays, 35
- PROBATIONARY EMPLOYEES, 8
  - Recall, 13
- RECOGNITION AND COVERAGE, 1
  - Release of Steward, 36
  - Replacement and Security of Tools, 34
  - Required to Call In, 18
  - Rest Period, 13
- SAFETY SHOE ALLOWANCE, 24
- SENIORITY, 9
  - Termination Layoff Notice, 10
- Seniority During Leave of Absence, 12
- Sexual Harassment, 3
- Shift Premium, 12
- SICK LEAVE, 16

Sick Leave Pay While Drawing Workplace  
Safety and Insurance Benefits, 19  
Summer Hours, 13  
SUSPENSION OR DISCHARGE, 5  
TECHNOLOGICAL CHANGE, 24  
Temporary Journeyperson Carpenters, 30  
Temporary Layoff Notice, 10  
TEMPORARY LEAD HAND POSITION,  
37  
Termination Layoff Notice, 10  
THREE DAYS OFF WITH PAY, 47  
Time off in Lieu of Overtime Payment/paid  
holiday, 49  
TUITION WAIVER FOR DEPENDANTS,  
39  
UNION REPRESENTATION, 4  
UNION SECURITY AND CHECK OFF, 3  
VACATION WITH PAY, 14  
Vacation with Pay on a Paid Holiday, 16  
Wages, 28  
WAGES, 25, 28  
WORK DONE BY SUPERVISORS AND  
STAFF MEMBERS, 23  
WORKING IN A HIGHER  
CLASSIFICATION, 23  
Workplace Harassment and Workplace  
Violence, 2



UNIVERSITY OF  
**TORONTO**

**COLLECTIVE AGREEMENT**

- BETWEEN -

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

- AND -

CARPENTERS' DISTRICT COUNCIL OF ONTARIO ON BEHALF OF CARPENTERS AND  
ALLIED WORKERS, LOCAL 27  
United Brotherhood of Carpenters and Joiners of America

Term of Agreement: May 1, 2014 to April 30, 2018

## TABLE OF CONTENTS

<b>ARTICLE 1: RECOGNITION AND COVERAGE .....</b>	<b>1</b>
<b>ARTICLE 2: MANAGEMENT FUNCTIONS .....</b>	<b>1</b>
<b>ARTICLE 3: NO STRIKES OR LOCKOUTS.....</b>	<b>2</b>
<b>ARTICLE 4: DISCRIMINATION .....</b>	<b>2</b>
Workplace Harassment and Workplace Violence .....	2
Sexual Harassment.....	3
<b>ARTICLE 5: EMPLOYMENT EQUITY.....</b>	<b>3</b>
<b>ARTICLE 6: UNION SECURITY AND CHECK OFF .....</b>	<b>3</b>
<b>ARTICLE 7: UNION REPRESENTATION.....</b>	<b>4</b>
<b>ARTICLE 8: DISCIPLINARY INTERVIEW .....</b>	<b>4</b>
<b>ARTICLE 9: SUSPENSION OR DISCHARGE .....</b>	<b>5</b>
<b>ARTICLE 10: GRIEVANCE PROCEDURE.....</b>	<b>5</b>
Step One .....	5
Step Two .....	6
Step Three.....	6
Policy or Group Grievance .....	6
Discharge Grievance .....	6
<b>ARTICLE 11: MEDIATION/ARBITRATION .....</b>	<b>7</b>
<b>ARTICLE 12: HIRING.....</b>	<b>8</b>
<b>ARTICLE 13: PROBATIONARY EMPLOYEES .....</b>	<b>9</b>
<b>ARTICLE 14: SENIORITY .....</b>	<b>9</b>
Loss of Seniority.....	9
Temporary Layoff Notice.....	10
Termination Layoff Notice .....	10
<b>ARTICLE 15: CHANGE OF ADDRESS .....</b>	<b>11</b>
<b>ARTICLE 16: LEAVES OF ABSENCE .....</b>	<b>11</b>
General.....	11
Conventions and Seminars .....	11
Full-time Officer of the Union .....	11
Seniority During Leave of Absence.....	12
<b>ARTICLE 17: HOURS OF WORK.....</b>	<b>12</b>
Overtime .....	12
Overtime Distribution.....	12
Shift Premium .....	12

No Pyramiding.....	13
Rest Period .....	13
Recall .....	13
Meal Allowance .....	13
Summer Hours.....	13
<b>ARTICLE 18: PAID HOLIDAYS .....</b>	<b>14</b>
Paid Holidays - Overtime.....	14
<b>ARTICLE 19: VACATION WITH PAY .....</b>	<b>14</b>
Vacation with Pay on a Paid Holiday .....	16
<b>ARTICLE 20: SICK LEAVE.....</b>	<b>17</b>
Definition.....	17
Basis of Sick Leave .....	17
Required to Call In .....	18
Physician's Certificate .....	18
Misuse of Sick Leave.....	18
Medical Examination on Return to Work.....	18
Medical Examination Required During Employment.....	19
Dispute Over Medical Examination.....	19
Sick Leave Pay While Drawing Workplace Safety and Insurance Benefits.....	19
Hospitalized During Vacation.....	19
Exceptions .....	19
<b>ARTICLE 21: BEREAVEMENT LEAVE.....</b>	<b>19</b>
<b>ARTICLE 22: PAID PERSONAL LEAVE OF ABSENCE.....</b>	<b>20</b>
<b>ARTICLE 23: PREGNANCY LEAVE .....</b>	<b>21</b>
<b>ARTICLE 24: PARENTAL LEAVE .....</b>	<b>22</b>
<b>ARTICLE 25: PATERNITY LEAVE.....</b>	<b>23</b>
<b>ARTICLE 26: JURY DUTY OR CROWN WITNESS SERVICE.....</b>	<b>23</b>
<b>ARTICLE 27: WORK DONE BY SUPERVISORS AND STAFF MEMBERS.....</b>	<b>23</b>
<b>ARTICLE 28: WORKING IN A HIGHER CLASSIFICATION .....</b>	<b>24</b>
<b>ARTICLE 29: JOB SECURITY .....</b>	<b>24</b>
<b>ARTICLE 30: TECHNOLOGICAL CHANGE .....</b>	<b>24</b>
<b>ARTICLE 31: CORRESPONDENCE .....</b>	<b>24</b>
<b>ARTICLE 32: CLOTHING .....</b>	<b>24</b>
<b>ARTICLE 33: SAFETY SHOE ALLOWANCE .....</b>	<b>25</b>
<b>ARTICLE 34: WAGES.....</b>	<b>25</b>
Electronic Transfer of Wages.....	25

<b>ARTICLE 35: BENEFITS.....</b>	<b>25</b>
Pension and Welfare Fund .....	26
Dues Supplement .....	26
Group Life and Survivor Income Plan .....	26
Long Term Disability Plan.....	26
Joint Membership Plan.....	26
<b>ARTICLE 36: GENERAL .....</b>	<b>26</b>
<b>ARTICLE 37: DURATION AND MODIFICATION OF AGREEMENT .....</b>	<b>26</b>
<b>SCHEDULE I: WAGES.....</b>	<b>28</b>
<b>SCHEDULE II: PENSION AND WELFARE BENEFITS.....</b>	<b>28</b>
<b>SCHEDULE III: DUES SUPPLEMENT .....</b>	<b>29</b>
<b>SCHEDULE IV: GROUP LIFE AND SURVIVOR INCOME .....</b>	<b>29</b>
<b>SCHEDULE V: LONG TERM DISABILITY PLAN .....</b>	<b>30</b>
<b>SCHEDULE VI: JOINT MEMBERSHIP PLAN .....</b>	<b>30</b>
<b>SCHEDULE VII: DESIGNATED AUTHORITIES .....</b>	<b>30</b>
<b>SCHEDULE VIII: TEMPORARY JOURNEYPERSON CARPENTERS .....</b>	<b>30</b>
<b>LETTER OF INTENT: BI-WEEKLY PAY .....</b>	<b>32</b>
<b>LETTER OF INTENT: LABOUR / MANAGEMENT COMMITTEE .....</b>	<b>33</b>
<b>LETTER OF INTENT: REPLACEMENT AND SECURITY OF TOOLS.....</b>	<b>34</b>
<b>LETTER OF INTENT: PRESIDENTIAL HOLIDAYS.....</b>	<b>36</b>
<b>LETTER OF INTENT: RELEASE OF STEWARD .....</b>	<b>37</b>
<b>LETTER OF INTENT: TEMPORARY LEAD HAND POSITION .....</b>	<b>38</b>
<b>LETTER OF INTENT: PAID PERSONAL LEAVE OF ABSENCE .....</b>	<b>39</b>
<b>LETTER OF INTENT: TUITION WAIVER FOR DEPENDANTS.....</b>	<b>40</b>
<b>LETTER OF INTENT: EDUCATIONAL ASSISTANCE.....</b>	<b>43</b>
<b>LETTER OF INTENT: JOB RELATED TRAINING .....</b>	<b>46</b>
<b>LETTER OF INTENT: LEAD HANDS/WORKING FOREPERSON.....</b>	<b>47</b>
<b>LETTER OF INTENT: THREE DAYS OFF WITH PAY .....</b>	<b>48</b>
<b>LETTER OF INTENT: DESIGNATED AUTHORITIES.....</b>	<b>49</b>
<b>LETTER OF INTENT: TIME OFF IN LIEU OF OVERTIME PAYMENT/PAID HOILDAY .....</b>	<b>50</b>

**LETTER OF INTENT: CHILD CARE BENEFIT POOL ..... 51**  
**JOINT LETTER OF INTENT: APPRENTICESHIPS ..... 52**  
**APPENDIX A: POOLED EMPLOYEE CHILD-CARE BENEFIT PLAN ..... 54**