

University of Toronto Proposal – final offer for full and final settlement – August 26, 2015  
@ 6:30 pm

Withdrawn if not accepted on August 26, 2015

**MEMORANDUM OF SETTLEMENT**

**B E T W E E N**

**THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO**  
(hereinafter referred to as “the University”)

and

**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
AND ITS LOCAL 353**

**(Electricians Unit)**  
(hereinafter referred to as “the Union”)

**MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT**

1. The members of the parties’ respective negotiating committees hereby agree to unanimously recommend to their principals for ratification a renewal collective agreement on the terms and conditions set out herein.
2. The term of the renewal collective agreement shall be from May 1, 2015 to April 30, 2018.
3. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expires on April 30, 2015, provided, however, that the following amendments are incorporated:
4. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto
  - a. The provisions of the renewal collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties, except as specifically stated regarding wages.
5. All attached items numbered 1 to 6 are incorporated.

FOR THE UNIVERSITY

  
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FOR THE UNION

  
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DATED AT TORONTO THIS 26 DAY OF AUGUST 2015

*[Handwritten initials]*  
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- 1) Across-the-Board (ATB) Increases to the Schedule I: Wage Schedule

May 1, 2015	1.00% ATB increase
May 1, 2016	1.00% ATB increase
May 1, 2017	1.25% ATB increase
  
- 2) Effective July 1, 2016, the Vision Plan maximum will increase from \$350 to \$400 per person.
  
- 3) Effective July 1, 2016, add coverage for naturopathy (ND designation), homeopathy, acupuncture (Acupuncturists of Ontario accreditation), osteopaths and Occupational Therapy to the existing paramedical coverages (chiro/physio/RMT) under the existing combined maximum of \$700 annually.
  
- 4) Effective on the date of ratification, the Extended Health Care plan will be modified to increase the number of wigs from one (1) to two (2).
  
- 5) All new employees hired on or after date of ratification, must have a minimum of ten (10) years of service and must be in receipt of a monthly pension from the University Pension Plan in order to be eligible to participate in the retiree benefits available at the time of retirement.
  
- 6) Effective November 1, 2015 the University will reduce the payment that is provided to employees who, when they cease employment, have accumulated (that is, earned but not taken) approved vacation. The reduction will be as follows:
  - for those with at least 15 days annual vacation entitlement, a reduction in the payment upon cessation of employment of 4 days;
  - for those with at least 20 days annual vacation entitlement, a reduction of 5 days; and,
  - for those with at least 25 days annual vacation entitlement, a reduction of 6 days.This does not preclude employees taking their outstanding vacation as time off work before they leave the University. This provision shall only apply to vacation payouts to employees leaving the University.
  
- 7) Revise Schedule X: Temporary Journeymen Electricians/Control Technicians as per the attached document.
  
- 8) LETTER OF INTENT: TIME OFF IN LIEU OF OVERTIME PAYMENT/PAID HOLIDAY has been modified as follows:

*ore*

*JP*

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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 1st and April 30th in lieu of overtime payment or for working on a paid holiday, to a **fixed annual (May 1 – April 30)** maximum of ~~thirty-seven and one half (37 ½)~~ **seventy-five (75)** 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 arrangement.

Employees must use their lieu time prior to April 30th; otherwise the employee will receive payment at the applicable rate. ~~Employees may request, prior to April 1st, to carry forward a maximum of thirty-seven and one half (37 ½) 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.

- 9) Employee Pension Contribution Increase, as per Letter of Agreement (as attached).

For the University



For the Union



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Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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**Article 3: Discrimination**

Amend as follows:

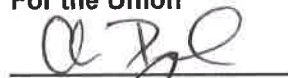
**3:01**

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, sexual orientation, gender identity, gender expression, family status, ethnic origin, 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.

For the University



For the Union



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*Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.*

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**Article 7: Union Representation**

Amend as follows:

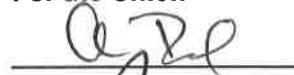
**7:04**

The Employer agrees that the Business Manager or Business Representative or his/her duly authorized representative shall have the right to enter the plant and speak with members of the Union during their working hours. **The Union Representative or his/her designate shall inform the Manager upon his/her arrival on site to speak with members of the Union bargaining unit.**

For the University



For the Union



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**Article 19: HOURS OF WORK**

**Telephone Calls**

Amend as follows:

19:04 An employee who has completed his/her regular shift and is called **contacted** at his/her home **outside of the workplace** by an authorized person about business matters shall be paid one and one-half ( $1\frac{1}{2}$ ) hours' pay for each such **matter** call, provided he/she is not required to report for duty on a recall or provided he/she is not required to report to the job site.

**For the University**



**For the Union**



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*Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.*

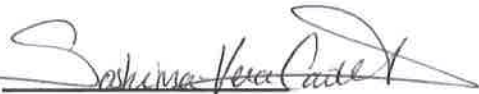
(A)

**ARTICLE 33: CLOTHING**

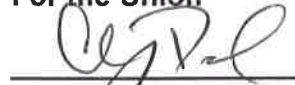
Amend as follows:

33:01 The Employer agrees to provide six (6) shirts and five (5) pairs of pants to all full-time employees initially when hired. The Employer will also supply a **winter jacket or** parka, spring jacket to full-time employees when required, and will replace worn out clothing as required. The Employer will supply appropriate seasonal clothing, as determined by the Employer, to temporary employees who have been hired for a minimum period of three (3) consecutive months or more.

**For the University**



**For the Union**



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*Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.*



**ARTICLE 34: SAFETY SHOES**

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Amend as follows:

34:01

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)** ~~fifty (150)~~ dollars annually, **upon submission of original receipts**. Safety shoes or boots must be Canadian Standards Association approved, and be in serviceable condition as determined by the employee's supervisor.

For the University



For the Union



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*Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.*

**ARTICLE 42: MODIFICATION OR TERMINATION**

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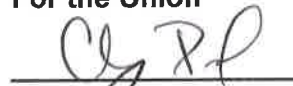
Amend as follows:

- 42:01 This Agreement shall continue in force and effect until April 30, 2015~~8~~ and thereafter shall automatically renew itself for periods of one (1) year each unless either party notifies the other in writing within the period of three (3) months prior to the expiry date of this Agreement that it desires to amend or terminate it.
- 42:02 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.

**For the University**



**For the Union**



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*Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.*

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

Amend as follows:

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September 07, 2012 August 26, 2015

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

Dear Mr. Martin,

It is agreed that for the duration of the present collective agreement, an employee shall have the option of requesting equivalent time off for time earned between May 1st and April 30th in lieu of overtime payment or for working on a paid holiday, to a **fixed annual (May 1 – April 30)** maximum of ~~thirty seven and one half (37 ½)~~ **seventy-five (75)** 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 arrangement.

Employees must use their lieu time prior to April 30th; otherwise the employee will receive payment at the applicable rate. ~~Employees may request, prior to April 1st, to carry forward a maximum of thirty seven and one half (37 ½) 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.

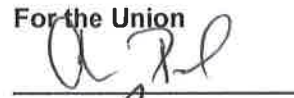

Yours truly,

Alex Brat  
Director, LR Operations

For the University


For the Union



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*Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.*

*sva*

*JR* Handwritten initials 'JR' and a circled signature or mark.

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**SCHEDULE X: Temporary Journeymen Electricians/Control Technicians**

Amend as follows:

The Employer and the Union agree that when the University employs Temporary Journeymen Electricians/Control Technicians, supplied by the Union, the following conditions shall govern such employment:

1. Temporary Journeymen Electricians/Control Technicians shall be employed for a period not to exceed ~~six (6)~~ **nine(9)** continuous calendar months;
2. Temporary Journeymen Electricians/Control Technicians shall be entitled only to the following terms and conditions of the current collective agreement ~~dated November 30, 2004~~ between the parties;
  - a) Union Security • Article 2:01
  - b) Suspension or Discharge • Article 10:01
  - c) Grievance Procedure • Articles 11:01 to 11:09 inclusive
  - d) Mediation / Arbitration • Articles 12:01 to 12:11 inclusive
  - e) Hiring • Articles 13:01 to 13:02 inclusive
  - f) Hours Of Work • Articles 19:01 to 19:03 inclusive
  - g) Rest Periods • Article 19:07
  - h) Wages • Article 20:01**
  - h) Overtime • Articles 21:01 to 21:02 inclusive

All other terms and conditions of the Collective Agreement shall not be applicable to Temporary Journeymen Electricians/Control Technicians.

**Effective November 1, 2015, The Employer shall pay to Temporary Journeymen Electricians/Control Technicians the current rates as published by the corporation of the City of Toronto Fair Wage Office for Journeymen Electricians with respect to wages, vacation and paid holiday allowance; pension, and health and welfare contributions (which are limited to Life Insurance, Dental, Major Medical, Eye and Hearing Care, Short and Long Term Disability) and training fund. payable to Full-time Electricians/Control Technicians in accordance with Schedule I in the current collective agreement**

**Effective November 1, 2015, the Employer shall pay to the employee 10 percent of the employee's gross earnings as vacation and paid holiday allowance. Such payment shall be made to the employee upon termination of the employee's temporary employment as set out in this document.**

**Effective November 1, 2015, the Employer shall pay \$9.50 per hour for each hour worked for each temporary employee (\$6.00 per hour-Pension; \$3.50-Welfare). Payments will be made to the IBEW Pension and Welfare Fund, the administrator to be designated by the trustees of the said plan.**

~~Contributions for the Union Pension Plan and Union Welfare benefits shall be made monthly on behalf of the employee to the International Brotherhood of Electrical~~

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Workers, Local 353, together with forms supplied by the Administrator and completed by the Employer showing the names of employees upon whose behalf the contributions were made.

A Temporary Journeyman Electrician/Control Technician who exceeds ~~six (6)~~ **nine (9)** continuous months of service shall begin to acquire seniority in accordance with Articles 16:01 to 16:08 inclusive, ~~six (6)~~ **nine (9)** months from the date at which the continuous service as a Temporary Journeyman Electrician/Control Technician commenced.

For the University



For the Union



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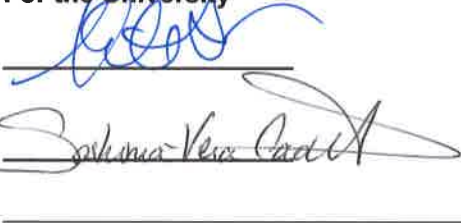
*Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.*

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The University and the Union agree to RENEW, AMEND or DELETE as specified below the following Letters of Agreement/Understanding/Intent for the term of the renewal Collective Agreement:

- LETTER OF AGREEMENT: FUTURE ELECTRICAL CONSTRUCTION WORK (pg.30) - renew
- LETTER OF INTENT: REPLACEMENT AND SECURITY OF TOOLS (pg.31) - renew
- LETTER OF INTENT: ACCIDENT REPORTS (pg.32) - renew
- LETTER OF INTENT: LOST TIME ACCIDENTS (pg.33) - renew
- LETTER OF INTENT: WORK FAMILIARIZATION PROGRAMME (pg. 34) - renew
- LETTER OF INTENT: HOLIDAYS DECLARED BY THE PRESIDENT OF THE UNIVERSITY (pg. 35) - renew
- LETTER OF INTENT: CONTRACTING OUT BARGAINING UNIT WORK (pg. 36) - renew
- LETTER OF INTENT: NOTICE OF END OF TERM – TEMPORARY EMPLOYEES (pg. 37) - renew
- LETTER OF INTENT: NON DISCRIMINATION (PG. 38) – renew
- LETTER OF INTENT: DISCUSSION OF LAYOFF (pg. 39) - renew
- LETTER OF INTENT: LAYOFF OR RESIGNATION (pg. 40) - renew
- LETTER OF INTENT: JOB DESCRIPTIONS (pg. 41) - renew
- LETTER OF INTENT: MILEAGE ALLOWANCE (pg. 42) - renew
- LETTER OF INTENT: BULLETIN BOARDS (pg. 43) - renew
- LETTER OF INTENT: PERSONNEL FILES (pg. 44) - renew
- LETTER OF INTENT: PAID PERSONAL LEAVE OF ABSENCE (pg. 45) - renew
- LETTER OF INTENT: HEALTH AND SAFETY CERTIFICATION TRAINING (pg. 46) - renew
- LETTER OF INTENT: TIME OFF IN LIEU OF OVERTIME PAYMENT/PAID HOLIDAY (pg. 47) - amend
- LETTER OF INTENT: THREE DAYS OFF WITH PAY (pg. 48) - renew
- LETTER OF INTENT: EMPLOYEE TRAINING FOR JOB RELATED SKILLS (pg. 49) - renew
- LETTER OF INTENT: DISCUSSIONS WITH UTM AND UTSC (pg. 50) - renew
- LETTER OF INTENT: CHILD CARE BENEFIT POOL (pg. 51) - renew
- LETTER OF INTENT: COMPLETION OF TIME SHEETS AT END OF SHIFT (pg. 54) - renew

For the University



For the Union



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