

University of Toronto Proposal – final offer for full and final settlement
November 25, 2015 @ 10:30 AM

Withdrawn if not accepted by November 25, 2015

MEMORANDUM OF SETTLEMENT
BETWEEN

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
(hereinafter referred to as "the University")

and

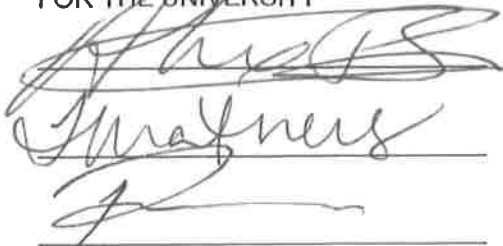
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
AND ITS LOCAL 353

(Locksmiths Unit)
(hereinafter referred to as "the Union")

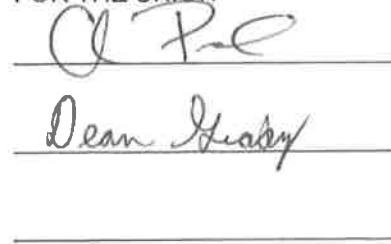
MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

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 15 are incorporated.

FOR THE UNIVERSITY



FOR THE UNION



McLennan

Mari Syper

DATED AT TORONTO THIS 25 DAY OF NOVEMBER 2015

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**University of Toronto Proposal – final offer for full and final settlement – August 27, 2015
@ 4:15 PM**

Withdrawn if not accepted on August 27, 2015

1) Across-the-Board (ATB) Increases to the Schedule I: Salary Ranges

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.

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- 7) Revise Schedule X: Temporary Locksmiths as per the attached document.
- 8) LETTER OF INTENT: TIME OFF IN LIEU OF OVERTIME PAYMENT/PAID HOLIDAY has been modified as follows:


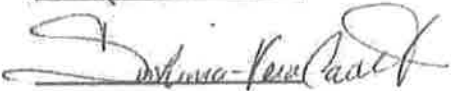
It is agreed that for the duration of the present collective agreement, an employee shall have the option of requesting equivalent time off for time earned between May 1st and April 30th in lieu of overtime payment or for working on a paid holiday, to a fixed annual (May 1 – April 30) maximum of one hundred and twelve and a half (112.5) hours total. ~~a maximum of 112.5 hours of time in lieu of overtime pay, including any carry forward, can be accrued and taken between May 1st and April 30th annually.~~ If accumulated lieu time is not taken prior to April 30th this time shall be paid out at the rate earned. Employees may request in writing by April 1st carry forward of lieu time to a maximum of ~~75~~ 37.5 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.

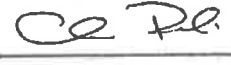
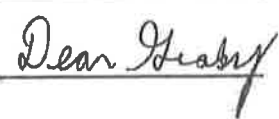
It will be the responsibility of the employee to indicate his/her desire for lieu time, otherwise the employee will be paid the overtime or working on a paid holiday premium.

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

For the University

For the Union

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



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, or 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

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

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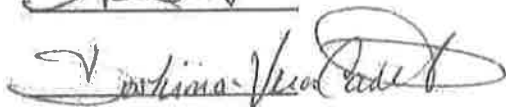
Article 7: Union Representation

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 bargaining unit.

For the University

For the Union

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

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Article 18: Hours of Work

~~Telephone Calls~~ Contact Outside of the Workplace


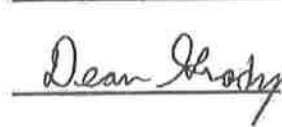
Amend as follows:

18:04 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^{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

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

CR

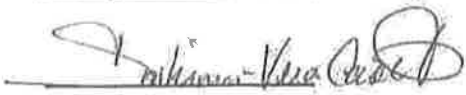
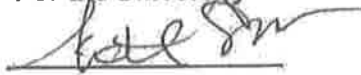
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ARTICLE 32: CLOTHING

Amend as follows:

32:01 The Employer agrees to provide six (6) shirts and five (5) pairs of pants to all full-time employees initially when hired. The Employer will also supply a winter jacket or parka, spring jacket to full-time employees when required, and will replace worn out clothing as required. The Employer will supply appropriate seasonal clothing, as determined by the Employer, to temporary employees who have been hired for a minimum period of three (3) consecutive months or more.

For the University



For the Union



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

OR

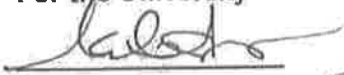

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Article 41: Modification or Termination



Amend 41:01 as follows:

41:01 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.

For the University

For the Union

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

8

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

Amend as follows:

~~September 7, 2012~~ August 27, 2015

Mr. Steven Martin
Business Representative
International Brotherhood of Electrical
Workers, Local 353
377 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 one hundred and twelve and a half (112.5) hours total. ~~a maximum of 112.5 hours of time in lieu of overtime pay, including any carry forward, can be accrued and taken between May 1st and April 30th annually.~~ If accumulated lieu time is not taken prior to April 30th this time shall be paid out at the rate earned. Employees may request in writing by April 1st carry forward of lieu time to a maximum of ~~75~~ 37.5 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.

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.


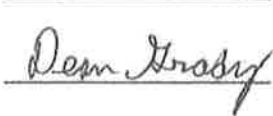
Yours truly,

Alex Brat
Director, LR Operations

For the University

For the Union

U of T and IBEW Local 353 (Locksmiths)
8/27/2015

WITHOUT PREJUDICE

10

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



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SCHEDULE X: TEMPORARY LOCKSMITHS

Amend as follows:

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

1. Temporary Locksmiths shall be employed for a period not to exceed ~~six (6)~~ **nine (9)** continuous calendar months;
2. Temporary Locksmiths 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 and check-off
 - b) Suspension or discharge
 - c) Grievance procedure
(except in cases of layoff)
 - d) Arbitration
 - e) Wages
 - f) Hours of work and overtime
 - g) Clothing
 - Articles 4:01 to 4:05 inclusive
 - Article 8:01
 - Articles ~~9:04~~ **11:01** to ~~9:09~~ **11:09** inclusive
 - Articles 10:01 to 10:06 inclusive
 - Article 18:01 to 18:02 inclusive
 - Articles 19:01 to 20:04 inclusive
 - Articles 32:01

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

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

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

A Temporary Locksmith who exceeds ~~six (6)~~ **nine (9)** continuous calendar months of service shall acquire seniority in accordance with Articles 14:01 to 14:05 inclusive.

A Temporary Locksmith I, II or III, who exceeds ~~six (6)~~ **nine (9)** continuous calendar months of service shall be placed in the Locksmith Training Program at the appropriate level at the discretion of the Manager of Trades Services and the Working Foreperson.

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

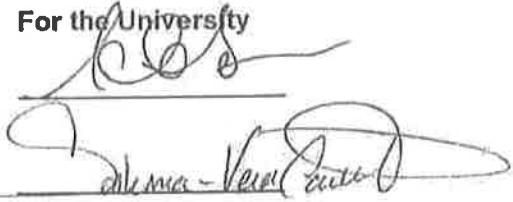


U of T and IBEW Local 353 (Locksmiths)
8/27/2015

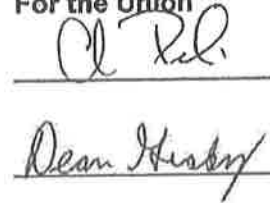
WITHOUT PREJUDICE

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For the University



For the Union



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

NEW LETTER OF INTENT: SAFETY GLASSES EYE EXAM

August 27, 2015

Mr. Steven Martin
Business Representative
International Brotherhood of Electrical
Workers, Local 353
377 Lawrence Avenue East
North York, Ontario
M3A 3P8

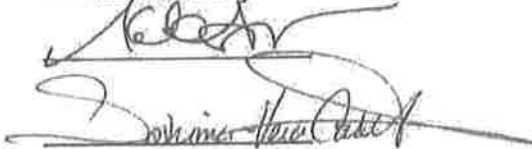
Dear Mr. Martin,

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

Yours truly,

Alex Brat
Director, LR Operations

For the University



For the Union



Dean Krady

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

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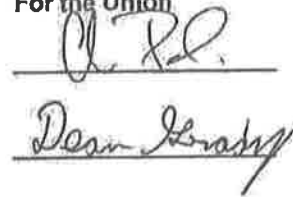
The University and the Union agree to RENEW, AMEND or DELETE as specified below the following Letters of Agreement/Understanding/Intent for the term of the renewal Collective Agreement:

- LETTER OF INTENT: ACCIDENT REPORTS (pg.38) - renew
- LETTER OF INTENT: LOST TIME ACCIDENTS (pg.39) - renew
- LETTER OF INTENT: HOLIDAYS DECLARED BY THE PRESIDENT OF THE UNIVERSITY (pg.40) - renew
- LETTER OF INTENT: UNION / MANAGEMENT COMMITTEE (pg.41) - renew
- LETTER OF INTENT: NOTICE OF END OF TERM - TEMPORARY EMPLOYEES (pg.42) - renew
- LETTER OF INTENT: NON DISCRIMINATION (pg.43) - renew
- LETTER OF INTENT: DISCUSSION OF LAYOFF (pg.44) - renew
- LETTER OF INTENT: LAYOFF OR RESIGNATION (pg.45) - renew
- LETTER OF INTENT: BULLETIN BOARDS (pg.46) - renew
- LETTER OF INTENT: PERSONNEL FILES (pg.47) - renew
- LETTER OF INTENT: PAID PERSONAL LEAVE OF ABSENCE (pg.48) - renew
- LETTER OF INTENT: TIME OFF IN LIEU OF OVERTIME PAYMENT/PAID HOLIDAY (pg.49) - amend
- LETTER OF INTENT: THREE DAYS OFF WITH PAY (pg.50) - renew
- LETTER OF INTENT: EMPLOYEE TRAINING FOR JOB RELATED SKILLS (pg.51) - renew
- LETTER OF INTENT: CHILD CARE BENEFIT POOL (pg.52) - renew
- LETTER OF INTENT: SAFETY GLASSES EYE EXAM - New

For the University



For the Union



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



LETTER OF INTENT: HEALTH AND SAFETY CERTIFICATION TRAINING

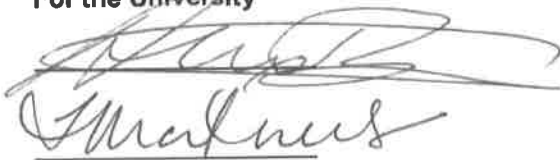
November 25, 2015

Mr. Steven Martin
Business Representative
International Brotherhood of Electrical
Workers, Local 353
377 Lawrence Avenue East
North York, Ontario
M3A 3P8

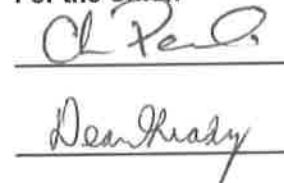
Dear Mr. Martin,

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

For the University



For the Union



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