



UNIVERSITY OF  
**TORONTO**

**COLLECTIVE AGREEMENT**

- BETWEEN -

**THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO**

- AND -

**THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE  
PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA,  
LOCAL 46**

**Term of Agreement: May 1, 2010 to April 30, 2013**

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**COLLECTIVE AGREEMENT ENTERED INTO** at the City of Toronto, in the Province of Ontario, as of April 21, 2011.

- between -

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

- and -

**THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE  
PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND  
CANADA, LOCAL 46**  
(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 Working Foremen, Lead Hand Plumbers, Plumbers and Lead Hand Steamfitters, Steamfitters, Sprinklerfitters, and apprentices in the employ of the Employer working in and out of the Facilities & Services and Physical Plant Departments in the Province of Ontario, save and except 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: DISCRIMINATION**

2:01 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.

### **Sexual Harassment**

2:02 Sexual harassment shall be considered discrimination.

2:03 For the purpose of this Collective Agreement, "sexual harassment" means:

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

and/or

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

2:04 In the event that a grievance alleging sexual harassment is filed, where the alleged harasser is the person who would normally deal with a step of such grievances, the grievance shall automatically be sent forward to the next step.

### **WORKPLACE HARASSMENT AND WORKPLACE VIOLENCE**

2:05 The University has created the Policy with Respect to Workplace Harassment and the Policy with Respect to Workplace Violence. A copy of each Policy has been provided to the Union. The Policies can also be accessed on the University's Governing Council website.

The University has also developed programs to implement each policy. The Human Resources Guideline on Civil Conduct (the "Civility Guideline") 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.

### **ARTICLE 3: EMPLOYMENT EQUITY**

3:01 The University and the Union are committed to employment equity in employment of qualified persons of the following designated groups: women, aboriginal people, persons with disabilities and persons who are because of race or colour, in a visible minority in Canada.

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

4:01 The Union acknowledges that it is the exclusive function of the Employer to:

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

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

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

grievance procedure established herein. The Employer agrees that there will be no lockout of the employees during the term of this Agreement.

#### **ARTICLE 6: UNION REPRESENTATION**

- 6:01 The Employer agrees that there shall be one Union Steward to represent the Plumbers, Steamfitters, and Sprinklerfitters, and Plumber, Steamfitter, and Sprinklerfitter apprentices. The Union will notify the Employer in writing of the appointment of the Union Steward.
- 6:02 The Union acknowledges that the Union Steward has a duty to perform on behalf of the Employer, and the Steward will not absent him/herself from such duty 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 will not extend beyond normal working hours. The Steward will be required to request leave from his/her foreperson before leaving his/her work place and will report back to him/her on returning to same.
- 6:03 The Employer agrees to pay not more than two (2) members of the bargaining committee for any time lost from their regular employment for the purpose of conducting negotiations for contract renewal.
- 6:04 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.

#### **ARTICLE 7: DISCIPLINARY INTERVIEW**

- 7:01 When an employee is summoned to the supervisor's office for an interview concerning discipline, the supervisor will inform the employee of 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 supervisor will send for the Union Steward without undue delay and without further discussion of the matter with the employee concerned. Whether or not the Steward is present, a contact form will be made and given to the employee and a copy supplied to the Steward within forty-eight (48) hours of the meeting.
- 7:02 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 8: SUSPENSION OR DISCHARGE**

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

#### **ARTICLE 9: GRIEVANCE PROCEDURE**

- 9:01 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**

- 9:02 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.
- 9:03 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.
- 9:04 If the grievance is not adjusted by the supervisor, it shall be reduced to writing on an employee grievance form provided by the University and signed by the employee involved. The supervisor shall give his/her answer in writing to the Union Steward without undue delay, but not more than five (5) working days after the grievance has been presented in writing.

### **Step Two**

- 9:05 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 three (3) working days of receiving the grievance.

\*Designated Authority (see Schedule II).

### **Step Three**

- 9:06 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 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 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**

- 9:07 A grievance of the Employer, or a policy or group grievance of the Union which is distinguished from an individual 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, 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, 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 matter in dispute and a statement of the relief sought from an arbitration board.

### **Discharge Grievance**

- 9:08 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 of his/her discharge. If the matter then is not immediately settled, the Director of Labour Relations shall meet with the Business Manager of the Union 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.

9:09 Saturdays, Sundays and paid holidays will not be counted in determining the time within which any action is to be taken or completed under the grievance or arbitration procedures.

## **ARTICLE 10: ARBITRATION**

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

10:02 The party who receives the notice of intention to proceed to arbitration shall then notify the other party of the name and address of the party's selection of an arbitrator within fifteen (15) working days after receiving the notice. If the parties are unable to agree upon the selection of an arbitrator within a period of fifteen (15) working days, either party shall then have the right to refer the grievance to a board of arbitration.

10:03 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 for Ontario to appoint a chairperson for the board. The decision of an arbitration board shall be unanimous or one reached by a majority of the members of the board provided, however, if there is no majority decision of the board, then the decision of the Chair shall constitute the final and binding decision of the board.

10:04 Each party shall jointly and equally bear the fees and expenses of the arbitrator. No grievance may be submitted to an arbitrator unless it has been properly carried through all of the required steps of the grievance and arbitration procedures. In the event a board of arbitration is selected each party shall bear the expenses of its own nominee to an arbitration board and the parties shall jointly and equally bear the fees and expenses of the Chair.

10:05 In the event an arbitrator or an arbitration board properly deals with a matter relating to discharge or other disciplinary action, the arbitrator or arbitration board has the authority to reinstate an employee with or without compensation for wages lost or to make any other award it may deem just in the event there has been a violation of this Agreement by the Employer.

10:06 An arbitrator or arbitration board shall not have any authority to make any decision which is inconsistent with the terms of this Agreement nor to add to or amend any of the terms of this Agreement. The jurisdiction of the arbitrator or arbitration board 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 or arbitration board shall be final and binding upon the parties.

10:07 Time limits set forth in the grievance or arbitration procedures may be extended by mutual agreement in writing between the parties hereto.

## **ARTICLE 11: HIRING AND UNION SECURITY**

### **Hiring**

11:01 In the event of the Employer wishing to employ Plumbers, Plumber Apprentices, Steamfitters, Steamfitter Apprentices, Sprinklerfitters, or Sprinklerfitter 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 such new employee will be required to obtain Union membership on completion of the probationary period.

### **Union Security**

11:02 It is agreed as a condition of continued employment that employees who are now members of the Union shall maintain their membership in the Union during the term of this Agreement.

## **ARTICLE 12: PROBATIONARY EMPLOYEES**

12:01 New employees will be considered as probationary employees until after they have worked for a period of sixty (60) working days, from the date of last hire by the Employer. The Employer may discharge an employee at any time during the probationary period, without cause and at the sole discretion of the Employer.

In the event an employee is discharged he/she shall be entitled to submit a grievance under section 9:08 of the Collective Agreement.

12:02 The Employer agrees that in the event that Temporary Journeymen are employed, they shall be employed in accordance with Schedule V.

## **ARTICLE 13: SENIORITY**

13:01 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.

13:02 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.

13:03 When an employee is laid off, he/she shall have the option of displacing an employee in a lower classification, providing he/she has more seniority in terms of service within the bargaining unit than the employee in the lower classification except for apprentices. It is understood that when an employee exercises this option, he/she shall be paid the rate for the lower classification.

13:04 In the event of a tie in seniority between two (2) or more employees, the Employer will determine seniority standing by ranking such employees by dates of commencing work as Temporary Journeyman with the Employer, if applicable.

13:05 A seniority list by classification will be prepared and forwarded to the Union office on or about the 30th day of November during the term of this Agreement.

13:06 An apprentice shall not acquire seniority until he/she has successfully completed the apprenticeship programme and has continued employment with the Employer, at which time

he/she shall be credited with seniority retroactive to the date on which he/she was initially employed as an apprentice. All other rights and privileges under the Collective Agreement with the exception of Articles 12:01, 13:01, 13:02, 13:03, and 30:01, shall apply to Apprentice Plumbers and Steamfitters.

### **Loss of Seniority**

- 13:07 An employee shall lose all seniority if he/she:
- a) voluntarily quits the employ of the University;
  - b) is justifiably discharged;
  - c) has been laid off for more than twenty-four (24) consecutive months; or
  - d) following layoff, fails to advise the Employer within five (5) working days of receipt of notice to return to work of his intention to return, or fails to report for work on the date and at the time specified in the said notice.

### **Seniority**

- 13:08 Employees who continue to be employed by the Employer in an acting position outside of the bargaining unit shall continue to acquire seniority for the duration of the acting appointment.

### **Temporary Layoff Notice**

- 13:09 The Employer shall notify employees who are to be laid off five (5) working days before the layoff is to be effective. If the employee to be laid off has not had the opportunity to work five (5) full working days after notice of layoff, he/she shall be paid in lieu of that part of five (5) days during which work was not available.

### **Termination Layoff Notice**

- 13:10 The Employer shall notify employees who are to be permanently laid off in accordance with the following schedule:

Upon completion of the probation 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 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 regular non-overtime workweek.

## **ARTICLE 14: CHANGE OF ADDRESS**

- 14:01 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 15: LEAVES OF ABSENCE**

### **General**

15:01 Subject to the written approval of the Designated Authority only, any employee may be granted leave of absence without pay 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 after making the request. All applications for a leave of absence must be in writing and submitted to the Designated Authority. Any extension of a leave of absence must be applied for and granted in writing.

### **Conventions and Seminars**

15:02 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 traveling 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**

15:03 Where an employee is elected or appointed to a full-time office within the Union, he/she may request a leave of absence at least two (2) weeks in advance, in writing, from the Designated Authority, for a period not to exceed three (3) years. Subject to approval of the Designated Authority, he/she shall be granted a leave of absence. On the expiration of his/her term of office upon written request to the Designated Authority, which must be submitted at least two (2) weeks prior to said termination, the member shall return to 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**

15:04 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 15:01 of the Agreement.

## **ARTICLE 16: HOURS OF WORK**

16:01 The standard work week shall be thirty-seven and one-half ( $37^{1/2}$ ) hours and the regular working day of seven and one-half ( $7^{1/2}$ ) hours between the hours of 8:00 a.m. and 4:00 p.m., Monday to Friday inclusive, provided this shall not constitute a guarantee of hours of work per day or days of work per week. The standard lunch period shall be one-half ( $1/2$ ) hour without pay during each full shift.

### **Rest Periods**

16:02 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.

**Shift Premium**

16:03 For work that is of such a nature that it cannot be performed between the hours of 8:00 a.m. and 4:00 p.m., the following shift premiums shall apply to work performed during the following hours:

**Between 4:00 p.m. and 11:59 p.m. (midnight):** Where an employee is scheduled to work during this period he/she shall be paid time as follows:

Scheduled For:	Hours Worked	Hours Paid
1 day	6½	9.0
1 day	7½	10.4
2 days	6½	9.0
2 days	7½	10.4
3 days	6½	8.5
3 days	7½	9.8
4 days	6½	8.0
4 days	7½	9.2
5 or more days	6½	7.5
5 or more days	7½	8.6

**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 as follows:

Scheduled For:	Hours Worked	Hours Paid
1 day	5½	9.0
1 day	7½	12.3
2 days	5½	9.0
2 days	7½	12.3
3 days	5½	8.5
3 days	7½	11.6
4 days	5½	8.0
4 days	7½	10.9
5 or more days	5½	7.5
5 or more days	7½	10.2

No Employee shall work more than one (1) shift in any twenty-four (24) hour period.

Overtime hours shall not be considered shift work.

Except in the event of a University declared emergency, employees will be given five (5) day's notice of a shift change.

**Recall**

16:04 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.

**Telephone Calls**

16:05 An employee who has completed his/her regular shift and is called at his/her home by an authorized person about business matters shall be paid one and one-half (1½) hours pay for

each such call, provided he/she is not required to report for duty on a recall or provided he/she is not required to report on the job site.

### **Standby Pay**

16:06 When employees are requested to be on standby they will be paid two (2) hours pay for each day of standby. It is understood that standby will be voluntary and a standby list will be compiled of all employees who wish to participate. All overtime worked as a result of standby will not be included in the overtime distribution list.

### **No Pyramiding**

16:07 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.

## **ARTICLE 17: WAGES**

17:01 The Employer agrees to pay the schedule of wage rates attached hereto as Schedule I. The parties agree that the wage schedule may be adjusted during the term of the agreement in order to transfer funds from the hourly wage rate to the pension plan, welfare plan, field dues, promotion or contingency funds. The Union agrees to notify the University in writing at least thirty (30) days prior to the effective date of transfer of the above-mentioned funds and the adjustment of the wage schedule. A memorandum of agreement will be entered into incorporating such adjustments.

### **Direct Deposit of Wages**

17:02 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 18: OVERTIME**

18:01 Authorized work performed in excess of seven and one-half (7½) hours per day or in excess of thirty-seven and one-half (37 ½) hours per week shall be paid for at the rate of two (2) times the basic hourly rate.

18:02 All hours worked on Saturdays and Sundays will be paid for at the rate of two (2) times the basic hourly rate.

### **Overtime Distribution**

18:03 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, or are unavailable, will be considered to have worked for the purpose of establishing records.

**ARTICLE 19: PAID HOLIDAYS**

19:01 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
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Day Before Christmas Day
- Christmas Day
- Boxing Day
- Day Before New Year's Day

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

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.

19:02 The Employer shall designate the day of observance of paid holidays in the aforementioned clause 19:01. 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**

19:03 All unscheduled 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 20: VACATION WITH PAY**

20:01 Vacations will be taken between the months of May and September inclusive, if possible, at a time mutually satisfactory to the employee and the Employer.

20:02 (a) Employees who have earned vacation credits after July 1 shall be entitled to vacation pay as follows:

Length of Continuous Service as of July 1st	Vacation Entitlement (Length of Vacation with Pay at Regular Hourly Rate)	Vacation Adjustment Based on a Percentage of Overtime and Shift Premium Earnings
1 month	1 day	4.0%
2 months	3 days	4.0%
3 months	4 days	4.0%
4 months	5 days	4.0%
5 months	6 days	4.0%
6 months	8 days	4.0%
7 months	9 days	4.0%



8 months	10 days	4.0%
9 months	11 days	4.2%
10 months	13 days	5.0%
11 months	14 days	5.4%
1 year	15 days	6.0%
6 years	16 days	6.4%
7 years	17 days	6.8%
8 years	18 days	7.2%
9 years	19 days	7.6%
10 years	20 days	8.0%
12 years	21 days	8.4%
14 years	22 days	8.8%
15 years	25 days	10.0%

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

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

- (b) **Effective April 30, 2013** - Employees who have earned vacation credits after July 1 shall be entitled to vacation pay as follows:

Length of Continuous Service as of July 1st	Vacation Entitlement (Length of Vacation with Pay at Regular Hourly Rate)	Vacation Adjustment Based on a Percentage of Overtime and Shift Premium Earnings
1 month	1 day	4.0%
2 months	3 days	4.0%
3 months	4 days	4.0%
4 months	5 days	4.0%
5 months	6 days	4.0%
6 months	8 days	4.0%
7 months	9 days	4.0%
8 months	10 days	4.0%
9 months	11 days	4.2%
10 months	13 days	5.0%
11 months	14 days	5.4%
1 year	15 days	6.0%
6 years	16 days	6.4%
7 years	17 days	6.8%
8 years	18 days	7.2%
9 years	19 days	7.6%
10 years	20 days	8.0%
11 years	21 days	8.4%
12 years	22 days	8.8%
13 years	23 days	9.2%
14 years	24 days	9.6%
15 years	25 days	10.0%

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

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

- 20:03 The Employer shall post vacation schedules by April 15 of each year, and thereafter such schedules shall not be changed unless mutually agreed to by the employee and the Employer.

The choice of vacation period will be given to employees according to seniority in their classifications. 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.

- 20:04 If a paid holiday falls during an employee's vacation, an extra day with pay will be allowed off in lieu of the holiday.

## **ARTICLE 21: SICK LEAVE**

### **Definition**

- 21:01 Sick leave is defined as absence because of an employee's illness or injury not incurred in the performance of regular duties, or absence because of quarantine through exposure to contagious disease, or because of an accident for which compensation under the *Workplace Safety and Insurance Act* is not payable. The purpose of the Sick Leave Plan is to provide against loss of earnings for University employees who are prevented by sickness or accident from performing their regular duties.

### **Basis of Leave**

- 21:02 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*.

Employees who have exhausted the fifteen (15) weeks of sick leave with the Employer, shall be eligible to collect short-term benefits in accordance with the Health and Welfare program administered by the Union local.

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.

- 21:03 In each calendar year commencing May 1st, sick leave with pay will be granted in accordance with the following provisions: after the third (3rd) period of absence due to illness, no pay will be granted for the first one (1) day of sick leave absence. After the fourth (4th) period of absence due to illness, no pay will be granted for the first two (2) days of sick leave absence. After the fifth (5th) or any subsequent period of absence due to illness, no pay will be granted for the first three (3) days of sick leave absence.

- 21:04 Article 21:03 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 21:03.

- 21:05 In the event an employee is laid off and is absent from work due to illness or injury two 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 21:02 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**

- 21:06 When an employee is unable to report to work due to sickness or injury, the supervisor must be notified directly and as soon as possible of the absence. The supervisor must be advised as early as possible of the probable date when that employee is able to return to work.

### **Physician's Certificate**

- 21:07 An employee who is absent due to illness for four (4) or more consecutive working days shall furnish within ten (10) consecutive days from the commencement of such absence a certificate from his/her physician covering the nature of the illness and 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 supervisor to provide a doctor's certificate certifying that the employee is unable to carry out the employee's normal duties due to illness.

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

### **Medical Examination**

- 21:08 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 returns to his regular duties.

### **Misuse of Sick Leave**

- 21:09 Where it has been established that an employee has misused the sick leave provisions, such misuse will be cause for termination of services by the Employer.

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

- 21:10 Where the Employer has reason to believe that the employee may not be able to safely or satisfactorily perform his 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**

- 21:11 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 regular occupation.

## **Workplace Safety and Insurance Benefits**

21:12 An employee who is prevented from performing his 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 Workplace Safety and Insurance Board and the employee's regular salary from the first day of the said accident. Payment from the Employer shall not exceed a term of fifteen (15) consecutive weeks for each accident compensable by the Workplace Safety and Insurance Board.

## **Hospitalized During Vacation**

21:13 When an employee on a scheduled period of vacation is admitted to hospital as an in-patient as a result of illness or accident, such employee shall be entitled:

- a) to receive sick pay in accordance with Article 21, hereof in lieu of vacation, for the days of such vacation lost by reason of such hospitalization and recovery period if under certified doctor's orders, provided that a medical certification is given to the employee's immediate supervisor within ten (10) calendar days of the commencement of such hospitalization and, if a recovery period is necessary, at the commencement of the recovery period; and
- b) to the period of vacation lost by reason of such hospitalization and recovery period, which shall be rescheduled and which shall not be considered as an automatic extension of the originally approved vacation schedule.

## **Exceptions**

21:14 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 in Article 21:13.

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

22:01 The Employer shall compensate any employee who is required for jury duty or crown witness service the difference between his/her normal earnings and the payment he/she receives for jury duty or crown witness service.

## **ARTICLE 23: PAID PERSONAL LEAVE OF ABSENCE**

23:01

- (a) Commencing July 1st of each year, each member of the bargaining unit shall be allowed for good reason up to three (3) days paid leave of absence annually. Such leave of absence shall not accrue from one year to another if not used in that year. Each application for leave of absence must be made in writing to the supervisor, and shall indicate the reason for the application therefor. Written requests for leave of absence must be submitted to the supervisor at least five (5) working days in advance. The supervisor will provide the employee with an answer within two (2) working days after receiving the written request. Employees shall not be allowed to use leave of absence for purposes of extending vacations or the day prior to or following a paid holiday.
- (b) Effective May 1, 2012 - Commencing July 1st of each year, each member of the bargaining unit shall be allowed for good reason up to four (4) days paid leave of absence annually. Such leave of absence shall not accrue from one year to another if not used in that year. Each application for leave of absence must be made in writing to the supervisor, and shall indicate the reason for the

application therefor. Written requests for leave of absence must be submitted to the supervisor at least five (5) working days in advance. The supervisor will provide the employee with an answer within two (2) working days after receiving the written request. Employees shall not be allowed to use leave of absence for purposes of extending vacations or the day prior to or following a paid holiday.

#### **ARTICLE 24: BEREAVEMENT LEAVE**

24:01

- (a) 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 three (3) working days without loss of regular pay for attendance at or to make the necessary arrangements for the funeral or memorial service.

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

An employee may use paid personal leave days (per Article 23:01), if available, to supplement the paid leave for up to two (2) days. Under special circumstances, if available, an addition paid personal leave day may be used.

- (b) Effective May 1, 2012 - 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, son-in-law, daughter-in-law, grandchild, grandparent, guardian, or ward.

An employee may use paid personal leave days (per Article 23:01), if available, to supplement the paid leave for up to two (2) days. Under special circumstances, if available, an addition paid personal leave day may be used.

#### **ARTICLE 25: PREGNANCY LEAVE**

25:01

- (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 18 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.

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 26: PARENTAL LEAVE**

26:01

- 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 (of not later than the maximum length of leave), the employee must give the University four (4) weeks' written notice before the date the leave was to end.
- 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 27: PATERNITY LEAVE**

27:01 Upon the birth or adoption of a child a father shall be granted up to three (3) days paid leave of absence.

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

#### **ARTICLE 28: MEAL ALLOWANCE**

28:01 Employees required to work an extra continuous shift as overtime will be supplied with two (2) free meals, the value to be not more than fifteen (15) dollars per meal or the equivalent amount in cash, in addition to overtime rates paid. If an employee is required to work overtime a complete half (1/2) shift immediately following the employee's regular shift, 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.

#### **ARTICLE 29: CLOTHING**

29:01 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 parka, spring jacket and summer shirts 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.

As a condition of employment 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 30: SAFETY SHOE AND BELT ALLOWANCE**

30:01 Where the Employer requires safety shoes and belts to be worn as a condition of employment, the Employer will pay to the employee a safety shoe and belt allowance of one hundred fifty (150) dollars annually.

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

### **ARTICLE 31: RELIEVING HIGHER CLASSIFICATION IN THE BARGAINING**

31:01 When an employee has been assigned to work in a job of a higher classification in the bargaining unit, he/she shall be paid at the appropriate rate for all hours worked on that assignment after having worked at least one (1) hour, including the first hour.

### **ARTICLE 32: JOB POSTINGS**

32:01 In the event a vacancy occurs in any University location within the bargaining unit, a notice will be posted to that effect in all areas employing members of the bargaining unit for a period of five (5) working days. Applications must be submitted in writing within five (5) days of posting.

### **ARTICLE 33: PROMOTIONS**

#### **Trial Period**

33:01 The successful applicant shall be placed on trial for a period of sixty (60) working days from the assumption of new duties. Conditional on satisfactory service, such trial promotions shall be confirmed after the period of sixty (60) working days. In the event the successful candidate proves unsatisfactory in the position during the aforementioned trial period, he/she shall be returned to his/her former position without loss of seniority and at his/her former wage rate. Any other employee promoted because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority and at his/her former wage rate.

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

33:02 Any such employee shall be given the opportunity to revert to his/her former position and conditions, if he/she so requests, within thirty (30) working days from the assumption of new duties, and the provisions of the immediately preceding paragraph shall apply to such reversion.

### **ARTICLE 34: WORK DONE BY SUPERVISORS AND STAFF MEMBERS**

34:01 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 where 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 35: JOB SECURITY**

35:01 It is the declared intention of the Employer to provide for the security of the employees covered by the terms of this Agreement to the extent consistent with the obligation of the Employer to undertake the operations and administration of the University of Toronto, in the most efficient and economic manner possible in order that it may satisfactorily discharge its public responsibilities. It is agreed that any employee, with the exception of apprentices, who is employed by the Employer with two (2) years of service or more shall not be laid off by reason of the Employer contracting out the work being performed by such employees.

**ARTICLE 36: HEALTH AND WELFARE**

36:01 The Employer agrees to make payments to the Local 46 Welfare and Pension Plan, as set out in Schedule III.

**ARTICLE 37: PROMOTION AND CONTINGENCY FUNDS**

37:01 The Employer agrees to make payments to the Local 46 Promotion and Contingency Plans, as set out in Schedule IV.

**ARTICLE 38: JOINT MEMBERSHIP PLAN**

38:01 The Employer agrees that employees covered by this Agreement are eligible for this plan as set out in Schedule VI.

**ARTICLE 39: MODIFICATION OR TERMINATION**

39:01 This Agreement shall continue in force and effect until April 30, 2013 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.

39:02 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur.

**IN WITNESS WHEREOF** each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on April 21, 2011.

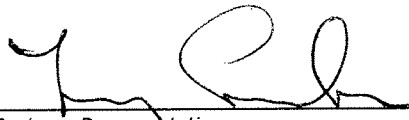
**THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:**

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

  
\_\_\_\_\_  
*Secretary, Governing Council*

**AND**

**THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF  
THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES  
AND CANADA, LOCAL 46 BY:**

  
\_\_\_\_\_  
*Business Representative*

**SCHEDULE I: WAGES**

**Plumbers - F/T L46**

Personnel Area (PA): 0001  
 Personnel Subarea (PSA): 1600  
 Pay Scale Type: 24  
 Pay Scale Area: 01

	Job In Coll. Agreement	Job	Pay Scale Group	PS level	01.05.2010 Amount	01.05.2011 Amount	01.05.2012 Amount
<b>Wkg Foreperson Plumber</b>		208					
<b>Wkg Foreperson Stmfr</b>	Working Foreperson	209	04U		38.60	38.99	39.77
<b>Lead Hand Plumber</b>		96					
<b>Lead Hand Steamfitter</b>		97	03U		36.66	37.03	37.77
<b>Plumber</b>		210					
<b>Sprinklerfitter</b>		212	02U		32.85	33.18	33.84
<b>Steamfitter</b>	Journeyman	213					
<b>Apprentice Plumber / Sprinkler-Steamfitter</b>	Apprentice	558	01U	01	14.29	14.43	14.72
				02	17.37	17.54	17.89
				03	20.47	20.67	21.08
				04	23.55	23.79	24.27
				05	26.65	26.92	27.46

**Plumber Temp L46**  
 Personnel Area (PA): 0002  
 Personnel Subarea (PSA): 4650  
 Pay Scale Type: 67  
 Pay Scale Area: 01

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

	Usage	Job	Pay Scale Group	PS level	01.05.2007 to 30.04.2008 Amount
<b>Plumber</b>		210			
<b>Sprinklerfitter</b>		212	02U		31.35
<b>Steamfitter</b>	Journeyman	213			
<b>Apprentice Plumber/ Sprinkler-Steamfitter</b>	Apprentice	558	01U	01	12.54
				02	15.68
				03	18.81
				04	21.95
				05	26.65

\*\*\*\*\*

**SCHEDULE II: DESIGNATED AUTHORITY**

The University will supply the Union with an updated list of Designated Authorities of the:

- St. George Campus
- University of Toronto at Scarborough
- University of Toronto at Mississauga

as amended from time to time.

\*\*\*\*\*

**SCHEDULE III: WELFARE AND PENSION PLAN**

Effective May 01, 2010 the Employer will contribute \$2.87per hour to the Plumbers/Steamfitters' Welfare Fund. Effective May 01, 2011 the Employer will contribute \$2.87 per hour to Plumbers/Steamfitters' Welfare Fund. Effective May 1, 2012, the Employer will contribute \$2.93 per hour to the Plumbers/Steamfitters' Welfare Fund.

Effective May 01, 2010 the Employer will contribute \$5.96 per hour to the Plumbers/Steamfitters' Pension Fund. Effective May 01, 2011 the Employer will contribute \$5.96 per hour to Plumbers/Steamfitters' Pension Fund. Effective May 1, 2012, the Employer will contribute \$6.08 per hour to the Plumbers/Steamfitters' Pension Fund.

Contributions will be made at two (2) times the hourly rate for each overtime hour worked (to be applied to the Pension Plan only).

Welfare and pension payments are to be made payable to the Trustees of Local 46, United Association of Journeymen and Apprentices of the Plumbing and Pipe fitting Industry of the United States and Canada, together with forms supplied by the Administrator and completed by the Employer showing the names of the employees upon whose behalf the payments are made.

Payments are to be made monthly by the 20th day of the following month.

\*\*\*\*\*

**SCHEDULE IV: PROMOTION AND CONTINGENCY FUNDS**

The Employer will deduct 1.5 percent from the Plumbers/Steamfitters base wage rates to be transmitted to the Plumbers/Steamfitters' Promotion Fund and \$0.08 per hour will be deducted from the wage rates to be transmitted to the Plumbers/Steamfitters' Contingency Fund.

Promotion and Contingency payments are to be made payable to the Trustees of Local 46, United Association of Journeymen and Apprentices of the Plumbing and Pipe fitting Industry of the United States and Canada and mailed together with forms supplied by the Administrator and completed by the Employer showing the names of the employees upon whose behalf the payments are made.

Payments are to be made monthly by the 20th day of the following month.

\*\*\*\*\*

**SCHEDULE V: TEMPORARY JOURNEYMAN PLUMBERS AND STEAMFITTERS**

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

1. Temporary Journeyman Plumbers and Steamfitters shall be employed for a period not to exceed six (6) continuous calendar months;
  
  2. Temporary Journeyman Plumbers and Steamfitters shall be entitled only to the terms and conditions of the current collective agreement dated September 15, 2005 between the parties, except for the following articles:
    - a) probationary employees
    - b) seniority
    - c) leaves of absence
    - d) wages
    - e) paid holidays
    - f) vacation with pay
    - g) sick leave
    - h) jury duty or crown witness service
    - i) paid personal leave of absence
    - j) bereavement leave
    - k) paternity leave
    - l) safety shoe or belt allowance
    - m) job security
    - n) health & welfare
    - o) promotion contingency funds
    - p) joint membership plan
- |                                     |
|-------------------------------------|
| • Article 12:01                     |
| • Articles 13:01 to 13:10 inclusive |
| • Articles 15:01 to 15:04 inclusive |
| • Article 17:01                     |
| • Article 19:01 and 19:02           |
| • Articles 20:01 to 20:04 inclusive |
| • Articles 21:01 to 21:13 inclusive |
| • Article 22:01                     |
| • Article 23:01                     |
| • Article 24:01                     |
| • Article 27:01                     |
| • Article 30:01                     |
| • Article 35:01                     |
| • Article 36:01                     |
| • Article 37:01                     |
| • Article 38:01                     |

The Employer shall pay to Temporary Journeyman Plumbers and Steamfitters the current wage rate, vacation and paid holiday allowance, training fund, pension, health and welfare contributions (which are limited to life insurance, dental, major medical, eye and hearing care, short and long-term disability) as published by the Corporation of the City of Toronto Fair Wage Office for Journeyman Plumbers and Steamfitters.

The Employer will deduct \$0.08 per hour from the Temporary Plumbers/Steamfitters wage rate to be transmitted to the Plumbers/Steamfitters Contingency Fund. The Employer will also deduct 1.5 percent of base salary to be transmitted to the Plumbers/Steamfitters Promotion Fund.

Contributions for the Union pension plan and Union welfare benefits shall be made monthly on behalf of the employee to Local 46, United Association of the Plumbing and Pipe Fitting Industry of the United States and Canada 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.

A Temporary Journeyman Plumber or Steamfitter who exceeds six (6) continuous calendar months of service shall acquire seniority in accordance with Articles 13:01 and 13:02, inclusive effective six (6) months from the date at which the continuous service as Temporary Journeyman Plumber or Steamfitter commenced.

\*\*\*\*\*

**SCHEDULE VI: JOINT MEMBERSHIP PLAN**

Employees who are members of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local 46 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.

\*\*\*\*\*

**MEMORANDUM OF AGREEMENT: WORKSHARE ARRANGEMENT**

WHEREAS the Employer and the Union are desirous of maintaining a workshare arrangement until April 30, 2008 as set out herein for the express purpose of providing greater employment for members of the Union.

The parties agree as follows:

1. All wage rates as set out in Schedule I of the collective agreement shall be reduced by \$0.56 per hour between May 1, 2007 and April 30, 2008. These reduced wage rates shall be substituted for those specified in Schedule I of the collective agreement for all pay calculation purposes.
2. All employees employed by the Employer who are classified as Working Foreperson, Lead Hand Plumber/Steamfitter, and Journeyman Plumber/Steamfitter, and Sprinklerfitter save and except Temporary Journeyman Plumber/Steamfitter and Sprinklerfitter as set out in Schedule V of the collective agreement shall receive a one week paid leave of absence in each year of the collective agreement. Such leave to be known as the Workshare Leave of Absence (WLA).
3. Consistent with the Employer's right to manage the workforce in the most efficient manner, WLA shall be taken at a time specified by the Employer after consultation with the employee.
4. The Employer will endeavour to employ Temporary Journeyman Plumbers/Steamfitters supplied by the Union to replace employees on WLA insofar as it is practical to do so.
5. Nothing in this agreement shall require the Employer to employ a specific number of Temporary Journeyman Plumbers/Steamfitters, nor shall the Employer be required to employ said Temporary Journeyman Plumbers/Steamfitters for a specified time period.
6. The parties are agreed that this Memorandum of Agreement is not subject to the grievance and arbitration procedure pursuant to the collective agreement and shall not constitute a difference between the parties arising from an interpretation, application, administration or alleged violation of the collective agreement.

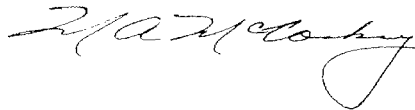
**LETTER OF UNDERSTANDING: INOCULATION FOR TEMPORARY EMPLOYEES**

April 21, 2011

United Association of Journeymen  
and Apprentices of the Plumbing  
and Pipe Fitting Industry of the  
United States and Canada, Local 46  
936 Warden Avenue  
Scarborough, Ontario  
M1L 4C9

The University agrees to arrange for inoculations as provided for and made available to staff by the University of Toronto Health Service to temporary employees (if requested by the employee) who have been employed by the University for a minimum of three (3) continuous months.

Yours truly,

A handwritten signature in black ink, appearing to read "Mary Ann McConkey". The signature is fluid and cursive, with a large loop at the end.

Mary Ann McConkey  
Director, Labour Relations



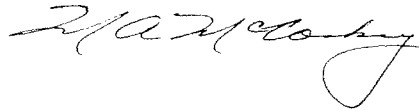
**LETTER OF UNDERSTANDING: JOB DESCRIPTIONS**

April 21, 2011

United Association of Journeymen  
and Apprentices of the Plumbing  
and Pipe Fitting Industry of the  
United States and Canada, Local 46  
936 Warden Avenue  
Scarborough, Ontario  
M1L 4C9

In the event the University includes job descriptions in a collective agreement with any of the Unions working in and out of the St. George trades shops located at 215 Huron Street, or in the collective agreement with the University's Operating Engineers, the University agrees to meet with Local 46, and its representatives and endeavour to reach agreement with respect to job descriptions for its members employed at the University. The resultant job descriptions shall be appended to the collective agreement in the form of a Memorandum of Agreement.

Yours truly,

A handwritten signature in black ink, appearing to read "Mary Ann McConkey". The signature is fluid and cursive, with a large loop at the end.

Mary Ann McConkey  
Director, Labour Relations

**LETTER OF INTENT: CORRECTIVE EYE WEAR EXAM**

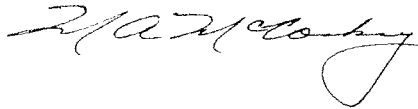
April 21, 2011

United Association of Journeymen  
and Apprentices of the Plumbing  
and Pipe Fitting Industry of the  
United States and Canada, Local 46  
936 Warden Avenue  
Scarborough, Ontario  
M1L 4C9

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 bargaining unit employees up to a maximum of sixty (\$60.00) every two (2) years for an eye exam, to ensure that the employees prescription safety glasses are appropriate.

Employee will be reimbursed monies upon the employer's receipt of proof of payment.

Yours truly,

A handwritten signature in black ink, appearing to read "Mary Ann McConkey". The signature is fluid and cursive, with a large loop at the end.

Mary Ann McConkey  
Director, Labour Relations

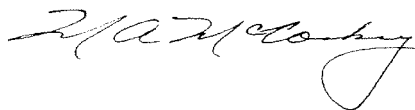
**LETTER OF INTENT: CONTRACTING OUT PLUMBING, STEAMFITTING AND SPRINKLER FITTING BARGAINING UNIT WORK**

April 21, 2011

United Association of Journeymen  
and Apprentices of the Plumbing  
and Pipe Fitting Industry of the  
United States and Canada, Local 46  
936 Warden Avenue  
Scarborough, Ontario  
M1L 4C9

1. Subject to the exceptions identified herein, the Employer agrees that, in the future, it will not contract, subcontract or sublet, directly or indirectly:
  - a) any of the plumbing and steamfitting work covered by this Collective Agreement to contractors who are not in contractual relations with Local 46; and,
  - b) any of the sprinkler fitting work covered by the National Road Sprinkler Fitter Collective Agreement between Canadian Automatic Sprinkler Association and United Association of Journeyman and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada for and on behalf of Local Unions 56, 179, 254, 488, 496, 740, 170, 799 and 853 of the United Associations of Journeyman and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada to contractors who are not in contractual relations with the said Local 853.
2. It is agreed that this Letter of Intent does not apply to work covered by this Collective Agreement contracted out by Facilities and Services and Physical Plant Departments at the University of Toronto at Scarborough and the University of Toronto at Mississauga until July 1, 2006, or in respect of which the Employer has already entered into a contractual commitment to contract out, such as existing maintenance and/or service agreements, as of July 1, 2005.
3. For clarity, the obligations imposed in this Letter of Intent do not affect the obligations imposed on the Employer as set out in the Letter of Intent: Future Plumbing Steamfitting and Sprinkler Fitting Construction Work.

Yours truly,



Mary Ann McConkey  
Director, Labour Relations

**LETTER OF INTENT: FUTURE PLUMBING STEAMFITTING AND SPRINKLERFITTING  
CONSTRUCTION WORK**

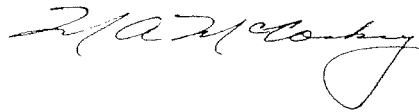
April 21, 2011

United Association of Journeymen  
and Apprentices of the Plumbing  
and Pipe Fitting Industry of the  
United States and Canada, Local 46  
936 Warden Avenue  
Scarborough, Ontario  
M1L 4C9

The Employer agrees that in the future all plumbing, steamfitting and sprinkler fitting construction work covered by the Provincial Collective Agreement between the Ontario Pipe Trades Council of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada and the Mechanical Contractors Association Ontario shall only be contracted, subcontracted, or sublet to contractors who are in contractual relations with the Local 46.

The Employer agrees that in the future sprinkler fitting work covered by the National Road Sprinkler Fitter Collective Agreement between Canadian Automatic Sprinkler Association and United Association of Journeyman and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada for and on behalf of Local Unions 56, 179, 254, 488, 496, 740, 170, 799 and 853 of the United Associations of Journeyman and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada shall only be contracted, subcontracted or sublet, directly or indirectly to contractors who are in contractual relations with the said Local 853.

Yours truly,

A handwritten signature in black ink, appearing to read "Mary Ann McConkey". The signature is fluid and cursive, with a large loop at the end.

Mary Ann McConkey  
Director, Labour Relations

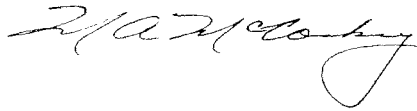
**LETTER OF INTENT: INTERNATIONAL DAY OF MOURNING**

April 21, 2011

United Association of Journeymen  
and Apprentices of the Plumbing  
and Pipe Fitting Industry of the  
United States and Canada, Local 46  
936 Warden Avenue  
Scarborough, Ontario  
M1L 4C9

It was agreed during our negotiations that one minute of silence will be observed on April 28<sup>th</sup> by members of the bargaining unit in memory of workers, killed or injured on the job.

Yours truly,

A handwritten signature in black ink, appearing to read "Mary Ann McConkey". The signature is fluid and cursive, with a large loop at the end of the last name.

Mary Ann McConkey  
Director, Labour Relations

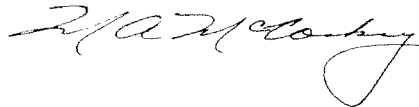
**LETTER OF INTENT: HEALTH AND SAFETY CERTIFICATION TRAINING**

April 21, 2011

United Association of Journeymen  
and Apprentices of the Plumbing  
and Pipe Fitting Industry of the  
United States and Canada, Local 46  
936 Warden Avenue  
Scarborough, Ontario  
M1L 4C9

The University agrees to provide to one member from the bargaining unit training at the Occupational Health and Safety Workers' Center 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.

Yours truly,

A handwritten signature in black ink, appearing to read "Mary Ann McConkey". The signature is fluid and cursive, with a large loop at the end.

Mary Ann McConkey  
Director, Labour Relations

**LETTER OF INTENT: HEALTH AND SAFETY**

April 21, 2011

United Association of Journeymen  
and Apprentices of the Plumbing  
and Pipe Fitting Industry of the  
United States and Canada, Local 46  
936 Warden Avenue  
Scarborough, Ontario  
M1L 4C9

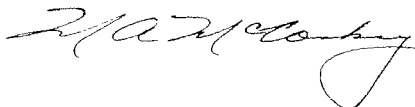
The University is responsible to notify the proper authorities if there is a release of a hazardous substance to the air, earth or water systems in accordance with the appropriate federal, provincial, and municipal environmental and or occupational health and safety legislation.

Employees first have the duty to report such releases to their immediate supervisor or designate. In response the supervisor has a responsibility to ensure appropriate investigation, reporting and remedial actions are taken without delay. The supervisor or designate shall consult with the appropriate joint health and safety committee.

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

All provisions within the appropriate legislation must first be exhausted.

Yours truly,

A handwritten signature in black ink, appearing to read "Mary Ann McConkey". The signature is fluid and cursive, with a large loop at the end.

Mary Ann McConkey  
Director, Labour Relations

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

April 21, 2011

United Association of Journeymen  
and Apprentices of the Plumbing  
and Pipe Fitting Industry of the  
United States and Canada, Local 46  
936 Warden Avenue  
Scarborough, Ontario  
M1L 4C9

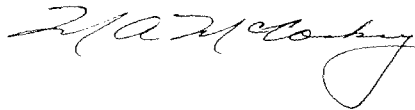
For each twelve (12) month period (beginning with May 1, 2004 to April 30, 2005) the University will designate three (3) days on which employees do not have to work and in respect of which employees will suffer no loss of regular-straight time pay.

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

The University, in its sole discretion, shall designate the three (3) days in a given twelve (12) month period. Notice will be sent to the Union by the University with 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 19: Holidays.

Yours truly,



Mary Ann McConkey  
Director, Labour Relations



**LETTER OF INTENT: STEWARDS**

April 21, 2011

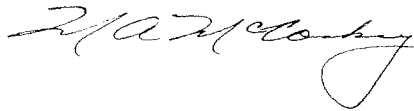
United Association of Journeymen  
and Apprentices of the Plumbing  
and Pipe Fitting Industry of the  
United States and Canada, Local 46  
936 Warden Avenue  
Scarborough, Ontario  
M1L 4C9

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.

Furthermore, should two (2) or more Plumbers/Steamfitters be employed on the Mississauga and/or Scarborough campus, there shall be one (1) Union Steward at the employing location.

Yours truly,

A handwritten signature in black ink, appearing to read "Mary Ann McConkey". The signature is fluid and cursive, with a large loop at the end.

Mary Ann McConkey  
Director, Labour Relations

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

April 21, 2011

United Association of Journeymen  
and Apprentices of the Plumbing  
and Pipe Fitting Industry of the  
United States and Canada, Local 46  
936 Warden Avenue  
Scarborough, Ontario  
M1L 4C9

It is agreed that for the duration of the present collective agreement an employee shall have the option of requesting equivalent time off for time earned between (May 1<sup>st</sup> and April 30<sup>th</sup>) in lieu of overtime payment or for working on a paid holiday to a fixed annual (May 1 – April 30) maximum of seventy – five (75) hours total. For clarification, an employee may direct to the lieu time bank a maximum total of seventy-five hours between May 1 and April 30.

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 30<sup>th</sup>, otherwise the employee will receive payment at the applicable rate. 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,



Mary Ann McConkey  
Director, Labour Relations

**LETTER OF INTENT: PAID PERSONAL LEAVE OF ABSENCE**

April 21, 2011

United Association of Journeymen  
and Apprentices of the Plumbing  
and Pipe Fitting Industry of the  
United States and Canada, Local 46  
936 Warden Avenue  
Scarborough, Ontario  
M1L 4C9

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 interview
- 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 to emergency situations

Yours truly,

A handwritten signature in black ink, appearing to read 'Mary Ann McConkey', written in a cursive style.

Mary Ann McConkey  
Director, Labour Relations

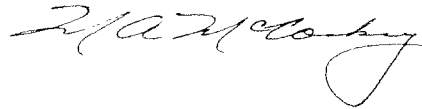
**LETTER OF INTENT: WAGES AND BENEFITS**

April 21, 2011

United Association of Journeymen  
and Apprentices of the Plumbing  
and Pipe Fitting Industry of the  
United States and Canada, Local 46  
936 Warden Avenue  
Scarborough, Ontario  
M1L 4C9

It is the University's intention to negotiate wage increases based on wages and benefits (welfare and pension) in the next round of negotiations.

Yours truly,

A handwritten signature in black ink, appearing to read "Mary Ann McConkey". The signature is fluid and cursive, with a large loop at the end.

Mary Ann McConkey  
Director, Labour Relations

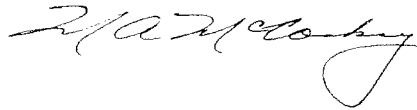
**LETTER OF INTENT: HOURS OF WORK**

April 21, 2011

United Association of Journeymen  
and Apprentices of the Plumbing  
and Pipe Fitting Industry of the  
United States and Canada, Local 46  
936 Warden Avenue  
Scarborough, Ontario  
M1L 4C9

Based on the current staffing model the Employer intends to continue with the current system of establishing work hours and maintaining shift periods. The present systems of establishing start and stop times for the workday will remain unchanged. During the life of this Collective Agreement the parties agree to meet to discuss and alternative shift schedule (e.g. compresses four (4) day work week, summer hours). If a schedule is agreed upon it may be introduced on a trial basis for three (3) month period. The trial period may be extended upon mutual agreement either party may terminate the alternative shift schedule with four (4) weeks written notice. It is understood that this agreement shall not result in increased cost to the University nor shall it adversely affect operations.

Yours truly,

A handwritten signature in black ink, appearing to read 'Mary Ann McConkey', written in a cursive style.

Mary Ann McConkey  
Director, Labour Relations

**LETTER OF INTENT: DEDUCTIONS FROM PAY**

April 21, 2011

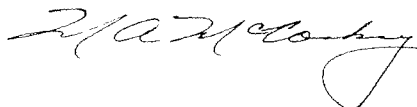
United Association of Journeymen  
and Apprentices of the Plumbing  
and Pipe Fitting Industry of the  
United States and Canada, Local 46  
936 Warden Avenue  
Scarborough, Ontario  
M1L 4C9

At the request of the Union, the Employer agrees to change the amounts of the deductions set out in this Collective Agreement, or to make new deductions, from the pay of each employee in the bargaining unit on a per day basis so long as the overall monetary package paid by the University does not change.

Such payments shall be remitted, as the Union may direct, either to the Union or to the Trustees of the Union's Benefits Funds and mailed together with forms supplied by the Administrator and completed by the Employer showing the names of the employees upon whose behalf the payments are made or as otherwise directed by the Union.

Payments are to be made monthly by the 20<sup>th</sup> day of the following month.

Yours truly,

A handwritten signature in black ink, appearing to read "Mary Ann McConkey", with a large, stylized flourish at the end.

Mary Ann McConkey  
Director, Labour Relations

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

April 21, 2011

United Association of Journeymen  
and Apprentices of the Plumbing  
and Pipe Fitting Industry of the  
United States and Canada, Local 46  
936 Warden Avenue  
Scarborough, Ontario  
M1L 4C9

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.

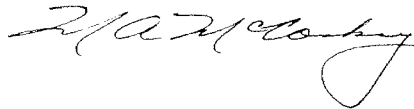
In the event the Employer wishes to examine the tool lock-up of an employee, the Steward or his/her designate shall be present during the said examination.

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,



Mary Ann McConkey  
Director, Labour Relations

**LETTER OF INTENT: COVERALLS AND RUBBER BOOTS**

April 21, 2011

United Association of Journeymen  
and Apprentices of the Plumbing  
and Pipe Fitting Industry of the  
United States and Canada, Local 46  
936 Warden Avenue  
Scarborough, Ontario  
M1L 4C9

The University recognizes the unique nature of the employees who may be working on sanitary sewage systems, etc., therefore it is the intention of the University to provide coveralls and/or rubber boots in a range of sizes through the storekeeper when required for specific job assignments.

Inserts or liners for rubber boots shall be supplied to individual employees as required.

Yours truly,

A handwritten signature in black ink, appearing to read "Mary Ann McConkey". The signature is fluid and cursive, with a large loop at the end.

Mary Ann McConkey  
Director, Labour Relations



**LETTER OF INTENT: PRESIDENTIAL HOLIDAYS**

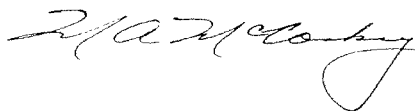
April 21, 2011

United Association of Journeymen  
and Apprentices of the Plumbing  
and Pipe Fitting Industry of the  
United States and Canada, Local 46  
936 Warden Avenue  
Scarborough, Ontario  
M1L 4C9

During our recent negotiations, the University agreed to prepare a letter of intent covering holidays.

It is the intention of the Employer that whatever holidays other than those specified in the Agreement which are declared by the President of the University during the life of the Agreement shall also be extended to the employees covered by 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,

A handwritten signature in black ink, appearing to read "Mary Ann McConkey". The signature is fluid and cursive, with a large loop at the end.

Mary Ann McConkey  
Director, Labour Relations

**LETTER OF INTENT: ADVANCE VACATION**

April 21, 2011

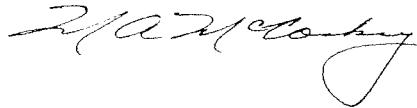
United Association of Journeymen  
and Apprentices of the Plumbing  
and Pipe Fitting Industry of the  
United States and Canada, Local 46  
936 Warden Avenue  
Scarborough, Ontario  
M1L 4C9

It is agreed that employees who request and are granted vacations in advance of their July 1 vacation entitlement, shall receive earned vacation entitlement pay prior to the commencement of the requested vacation.

An employee wishing to take vacation prior to July 1 must make an application to his/her supervisor in writing at least thirty (30) working days in advance of the commencement of the said vacation.

The Employer will endeavor to provide pay for earned vacation credits prior to the commencement of the vacation.

Yours truly,

A handwritten signature in black ink, appearing to read "Mary Ann McConkey". The signature is fluid and cursive, with a large loop at the end.

Mary Ann McConkey  
Director, Labour Relations

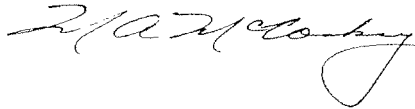
**LETTER OF INTENT: SCHEDULING OF VACATION CREDITS PRIOR TO RETIREMENT**

April 21, 2011

United Association of Journeymen  
and Apprentices of the Plumbing  
and Pipe Fitting Industry of the  
United States and Canada, Local 46  
936 Warden Avenue  
Scarborough, Ontario  
M1L 4C9

An employee who is scheduled to retire will use all outstanding vacation credits at a time mutually satisfactory to the employee and the Employer. Any outstanding vacation credits will be paid out upon retirement.

Yours truly,

A handwritten signature in black ink, appearing to read "Mary Ann McConkey". The signature is fluid and cursive, with a large loop at the end.

Mary Ann McConkey  
Director, Labour Relations

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

April 21, 2011

United Association of Journeymen  
and Apprentices of the Plumbing  
and Pipe Fitting Industry of the  
United States and Canada, Local 46  
936 Warden Avenue  
Scarborough, Ontario  
M1L 4C9

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

Yours truly,

A handwritten signature in black ink, appearing to read "Mary Ann McConkey". The signature is fluid and cursive, with a large loop at the end.

Mary Ann McConkey  
Director, Labour Relations

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

April 21, 2011

United Association of Journeymen  
and Apprentices of the Plumbing  
and Pipe Fitting Industry of the  
United States and Canada, Local 46  
936 Warden Avenue  
Scarborough, Ontario  
M1L 4C9

It was agreed during our recent negotiations to the formation of a Management/Labour Committee.

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.

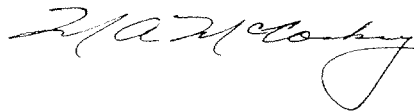
**Meetings**

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,



Mary Ann McConkey  
Director, Labour Relations

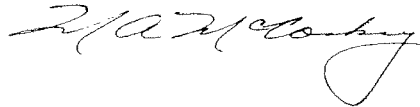
**LETTER OF INTENT: EDUCATIONAL ASSISTANCE**

April 21, 2011

United Association of Journeymen  
and Apprentices of the Plumbing  
and Pipe Fitting Industry of the  
United States and Canada, Local 46  
936 Warden Avenue  
Scarborough, Ontario  
M1L 4C9

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

Yours truly,

A handwritten signature in black ink, appearing to read "Mary Ann McConkey". The signature is fluid and cursive, with a large loop at the end.

Mary Ann McConkey  
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 twenty-five (25) percent or more, or sessional are eligible. In the case of part-time staff members for the first three (3) years' continuous service, the funding is pro-rated in accordance with the part-time appointment.

### **PROVISIONS**

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

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

- 1) 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
- 2) a diploma or certificate program offered through Woodsworth College, or
- 3) Courses offered by the School of Continuing Studies that are work or job related, up to a maximum of five hundred (\$500) dollars per course, and personal interest courses for which a taxable benefit is assessed up to a maximum of two hundred and fifty (\$250) dollars per course, with a combined maximum six (6) courses per academic year.

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

#### **2. Fifty (50) Percent Tuition Reimbursed**

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

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

courses, even though unrelated, will qualify provided they are 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.



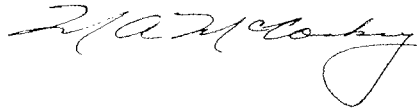
**LETTER OF INTENT: TUITION WAIVER FOR DEPENDANTS**

April 21, 2011

United Association of Journeymen  
and Apprentices of the Plumbing  
and Pipe Fitting Industry of the  
United States and Canada, Local 46  
936 Warden Avenue  
Scarborough, Ontario  
M1L 4C9

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,

A handwritten signature in black ink, appearing to read "Mary Ann McConkey". The signature is fluid and cursive, with a large loop at the end.

Mary Ann McConkey  
Director, Labour Relations

## **TUITION WAIVER FOR DEPENDANTS**

### **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 programme 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 programs are described under PROVISIONS (below).
- Staff members on approved leave of absence who have a commitment to return to their job, who are maintaining enrolment in all benefit programs.

### **PROVISIONS**

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

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

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

Programmes in the following areas are also not eligible:

- Royal Conservatory of Music
- School of Continuing Studies
- Woodsworth College diplomas

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

Questions concerning this policy should be directed to the local Human Resources Department.

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

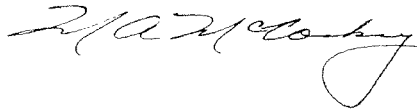
**LETTER OF INTENT: ONE WEEK UNPAID LEAVE OF ABSENCE**

April 21, 2011

United Association of Journeymen  
and Apprentices of the Plumbing  
and Pipe Fitting Industry of the  
United States and Canada, Local 46  
936 Warden Avenue  
Scarborough, Ontario  
M1L 4C9

As a result of the parties decision to delete the Memorandum of Agreement: Workshare Arrangement, the University agrees, to accept an employee's request for a one week unpaid leave of absence per fiscal year effective May 1, 2010, - April 30, 2011 and May 1 2011- April 30 2012 - December 31, 2012. The University will during the one week unpaid leave of absence, cover employer costs associated with pension and welfare premiums. Such requests for the unpaid leave shall not be unreasonably denied.

Yours truly,

A handwritten signature in black ink, appearing to read "Mary Ann McConkey", written in a cursive style.

Mary Ann McConkey  
Director, Labour Relations

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

April 21, 2011

United Association of Journeymen  
and Apprentices of the Plumbing  
and Pipe Fitting Industry of the  
United States and Canada, Local 46  
936 Warden Avenue  
Scarborough, Ontario  
M1L 4C9

During our recent negotiations, both the University and the Union discuss and the issue of bargaining unit skill utilization and, in addition, discussed concerns related to the jurisdiction of work being done by Local 46. Therefore, the parties agree to discuss at a Union Management Committee, a process of addressing issues related to workforce utilization as it applies to work performed by Local 46 in and out of the Employer's Facilities and Services and Physical Plant Departments in the Province of Ontario.

Yours truly,

A handwritten signature in black ink, appearing to read 'Mary Ann McConkey', written in a cursive style.

Mary Ann McConkey  
Director, Labour Relations

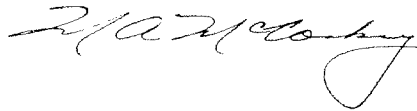
**LETTER OF INTENT: PUBLIC TRANSIT SUBSIDY**

April 21, 2011

United Association of Journeymen  
and Apprentices of the Plumbing  
and Pipe Fitting Industry of the  
United States and Canada, Local 46  
936 Warden Avenue  
Scarborough, Ontario  
M1L 4C9

The University will continue to administer volume discount on TTC passes as long as the TTC continues to provide the University of Toronto with volume discounts in the purchase of transit passes for the employees in the bargaining unit. The University and the Union agree to jointly approach GO Transit to discuss volume discounts in the purchase of transit passes for employees in the Bargaining Unit.

Yours truly,

A handwritten signature in black ink, appearing to read "Mary Ann McConkey". The signature is fluid and cursive, with a large loop at the end.

Mary Ann McConkey  
Director, Labour Relations

**LETTER OF INTENT: CHILD CARE BENEFIT POOL, EFFECTIVE MAY 1, 2012**

April 21, 2011

United Association of Journeymen  
and Apprentices of the Plumbing  
and Pipe Fitting Industry of the  
United States and Canada, Local 46  
936 Warden Avenue  
Scarborough, Ontario  
M1L 4C9

Dear Mr. Hogarth,

It is agreed that effective May 1, 2012 to December 31, 2012 and from January 1, 2013 to December 31<sup>st</sup> of applicable subsequent calendar years, the University will contribute a total of eight thousand dollars (\$8,000.00) per year to the Child Care Benefit Pool detailed in Appendix A.

Yours truly,

A handwritten signature in black ink, appearing to read "Alex Brat", written in a cursive style.

Alex Brat  
Director, Labour Relations

## **APPENDIX A: POOLED EMPLOYEE CHILD-CARE BENEFIT PLAN, EFFECTIVE MAY 1, 2012**

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 28 2013, and between January 1 and February 28 of applicable 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.

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