

COLLECTIVE AGREEMENT ENTERED INTO at the City of Toronto, in the Province of Ontario, as of May 1, 2015.

- between -

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

- and -

UNIFOR CANADA AND ITS LOCAL 2003
(hereinafter called "the Union")

ARTICLE 1: RECOGNITION AND COVERAGE

1:01 The Employer recognizes the Union as the exclusive collective bargaining agent with respect to all matters properly arising under the terms of this Agreement for all of the Employer's licensed operating engineers, building management systems technicians, and trainee operating engineers, engaged in the operation and maintenance of air conditioning and heating equipment, save and except chief operating engineers, supervisors and persons above the rank of lead hand. 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 contract otherwise provides.

ARTICLE 2: MANAGEMENT RIGHTS

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

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

ARTICLE 3: NO DISCRIMINATION

3:01 The Employer shall not discriminate against an employee because of membership or activity in the Union or the exercise of his/her lawful rights or with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex, marital status, religion, nationality, ancestry or place of origin, political affiliation, physical handicap or sexual orientation, and 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.

Employment Equity

3:02 The University and the Union are committed to employment equity in employment for women, aboriginal people, persons with disabilities and persons who are because of race or colour, in a visible minority in Canada.

Sexual Harassment

3:03 Sexual harassment shall be considered discrimination.

3:04 For the purpose of this Collective Agreement, "sexual harassment" means:

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

and/or

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

3:05 In the event that a grievance alleging sexual harassment is filed, where the alleged harasser is the person who would normally deal with a step of such grievances, the grievance shall automatically be sent forward to the next step.

Bullying and Personal Harassment

3:06 The University will provide an environment where members of the bargaining unit are not subjected to bullying and personal harassment. In assessing whether bullying and personal harassment may have occurred, the definitions and standards set out in the University's civility guidelines, although they do not form part of the collective agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section.

An employee may file a grievance alleging a course of conduct amounting to bullying and personal harassment if, after the University has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfied with the outcome. Such grievance will be filed at Step 2 of the grievance procedure. If not resolved at Step 2, 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.

Training

A training program for all Unifor Canada, Local 2003 represented employees will be implemented. This training will be provided to every member of the bargaining unit and managers during the life of the collective agreement.

ARTICLE 4: UNION SECURITY AND CHECK-OFF

4:01 The Employer will deduct from the first pay due such employee in each calendar month, during the term of this Agreement, such monthly dues and assessments as are uniformly levied upon all members of the Union in accordance with its Constitution and By-laws. The amount of such dues and assessments shall be certified to the Employer by the Financial Secretary of the Union.

4:02 It is further agreed the Employer will deduct from the first pay of such employee due him/her in each subsequent calendar month, during the remainder of the term of this Agreement, an amount equivalent to such monthly Union dues and assessments as are uniformly levied upon all members of the Union in accordance with its Constitution and By-laws. The amount of such dues and assessments shall be certified to the Employer by the Financial Secretary of the Union.

4:03 The amounts deducted in accordance with paragraphs 4:01 and 4:02 are to be remitted by direct deposit to the Union prior to the end of the month in which the deduction is being made.

- 4:04 The Employer will, at the time of making each remittance hereunder to the Union, furnish it with a statement showing the names of those employees from whose pay such deduction has been made.
- 4:05 The Employer agrees that the Union Steward and Health and Safety Representative on each campus shall be given the opportunity of interviewing each new employee once, during the probationary period of the new employee. The duration of such interview shall be reasonable, but not more than thirty (30) minutes in length.
- 4:06 The Union executive will be allowed a maximum of twenty (20) hours per month release time paid by the employer to allow for Union business. One (1) Union executive member or a combination of Union executive members can use this allocation. The Union will provide the University with five (5) days written notice of when the release time will be required.
- 4:07 All dues or assessments so deducted shall be remitted to the union not later than the fifteenth (15th) day of the month following the month in which such deductions are made together with a list of the names of all employees from who pay dues or assessments were so deducted. The list will also include the employee's earnings, hours worked, and dues deducted, if any, for the employee's position within the bargaining unit.
- 4:08 The University will submit, quarterly, a detailed bill to the union for reimbursement of lost wages due to Union releases.

ARTICLE 5: NO STRIKES OR LOCKOUTS

- 5:01 The Employer undertakes that there will not be a lockout as defined in *the Labour Relations Act* during the term of this Agreement. The Union undertakes that there will be no strike as defined in the *Labour Relations Act* during the term of this Agreement.

ARTICLE 6: UNION REPRESENTATION

- 6:01 The Employer agrees that there shall be a Union Steward to represent bargaining unit employees at each work area. For the purpose of this article, work areas are defined as: Central Steam Plant, Central, North, Southeast, Southwest areas of the University of Toronto at St. George; University of Toronto at Mississauga; University of Toronto at Scarborough. It is understood that employees working at the Central Control and Monitoring System shall be included in the Southeast work area of the St. George Campus. The Union commits to elect a steward in each work area and where no one is elected, the Union Executive will appoint a steward for that work area.
- 6:02 The Union acknowledges that Union Stewards have duties to perform on behalf of the Employer, and stewards will not absent themselves from such duties unreasonably in order to attend to the grievances of employees. In consideration of this acknowledgment and undertaking, the Employer will compensate them for the time spent in handling grievances of employees and attending to Union business. Such compensation shall not extend beyond normal working hours. They will be required to request leave from the Chief Engineer and/or Area Manager before leaving their work place and will report back to the Chief Engineer and/or Area Manager on returning to same.
- 6:03 The Employer agrees to pay not more than six (6) members, including the Union President, of the bargaining committee for any time lost from their regular employment for the purpose of conducting negotiations for contract renewal. In addition, the Employer agrees to pay those identified above up to eight (8) hours pay for any time lost from their regular employment for the purpose of preparation for negotiations for contract renewal.
- 6:04 The Employer agrees that the National Representative or his/her duly authorized representative shall have the right to enter the plant and speak with the 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 or Union designate 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 or Union designate to represent him/her during the interview. If the employee requests representation by his/her Union Steward or Union designate, the supervisor will send for the Union Steward or Union designate without undue delay and without further discussion of the matter with the employee concerned. The Union will make available a representative within one (1) working day in time to attend such a meeting before discipline is imposed. Shall the Union fail in this regard; the discipline shall proceed.
- 7:02 Any record of a disciplinary action taken by the Employer will not remain on an employee's record beyond two (2) years from the date of such disciplinary action being taken, provided there has been no recurrence of a similar infraction.

ARTICLE 8: SUSPENSION OR DISCHARGE

- 8:01 An employee who has been suspended or discharged shall be advised in writing of the reason therefor. Whether called or not, the Steward or Union designate and Union Executive will be advised in writing or via electronic mail within one (1) working day (24 hours) of the fact of suspension or discharge and the reason therefore.

ARTICLE 9: GRIEVANCE PROCEDURE

- 9:01 The purpose of this article is to establish a procedure for settlement of grievances. It is the intent of this agreement to adjust as quickly as possible any complaints or differences between the parties arising from the interpretation, application, administration, or alleged violation of this agreement. An employee having a potential grievance arising out of the interpretation, application, administration, or alleged violation of the collective agreement, will first take up the matter with his/her supervisor who will attempt to adjust it.

Step One

- 9:02 Failing satisfactory settlement under Article 9:01, 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. The grievor shall submit the grievance in writing within fifteen (15) working days of the occurrence of the matter. Within five (5) working days of the submission of the grievance, the designated authority*, the grievor and the Union Steward shall meet.

The designated authority shall give his/her answer in writing within three (3) working days after the grievance meeting.

*Designated Authority (see Schedule II)

Step Two

- 9:03 If the grievance is not settled at Step One, a written grievance may be referred to the Director of Labour Relations or a designated representative of Labour Relations by the National Representative of the Union or his/her designated representative within five (5) working days of receiving an answer in writing from Step One. A meeting shall be arranged by the Director of Labour Relations or a designated representative of Labour Relations with the National Representative of the Union or his/her designated representative within five (5) working days of the receipt of the grievance in order to resolve the dispute. Included in the meeting, in

addition to the above, shall be the grievor and the Union Steward. The Director of Labour Relations or a designated representative of Labour Relations shall give his/her reply in writing within five (5) working days if the grievance is not settled at this meeting.

Group Grievance

9:04 Where it appears that two (2) or more employees have the same grievance, the Union shall process the grievances as one (1) grievance subject to all applicable provisions under the grievance procedure, provided that such grievance shall commence at Step 1.

Policy Grievance

9:05 Should any difference arise between the Employer and the Union as to the interpretation or alleged violation of the provisions of this Agreement affecting the Union as such, or the employees as a whole, both the Union and the employer shall have the right to file a grievance as outlined in Article 9:03 at Stage 2. This procedure shall not be utilized to circumvent a grievance which should properly be brought as an individual or group grievance.

A grievance of the Employer or a policy grievance of the Union must be sent by registered mail or be personally delivered to the Director of Labour Relations or designated representative of the Employer or to the National Representative of the Union, as the case may be, within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance. The parties shall meet to discuss any such grievance within ten (10) working days of receipt of the grievance. The Director of Labour Relations or his/her designated representative shall give his/her reply in writing within ten (10) working days. If the matter is not resolved then either party may notify the other in writing within a further period of fifteen (15) working days, that it intends to proceed to arbitration as hereafter set out. The notice of intention to proceed to arbitration shall contain details of the grievance, a statement of the exact matter in dispute and a settlement of the relief sought from an arbitrator.

Suspension/Discharge Grievance

9:06 In the case of an employee being suspended or discharged, he/she may submit a grievance in writing to the Director of Labour Relations, or his/her designated representative, within ten (10) working days after his/her suspension or discharge. The Director of Labour Relations or a designated representative of Labour Relations shall meet with the National Representative of the Union or his/her designated representative within a further period of fifteen (15) working days after presentation of the grievance. Included in the meeting, in addition to the above, shall be the grievor and the Union Steward. If the grievance is not settled at this meeting, then either party may notify the other in writing within a further period of fifteen (15) working days after the date of the meeting that it intends to proceed to arbitration as hereafter set out.

Time Limits

9:07 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, arbitration or job posting procedures. Time limits may be extended by mutual agreement in writing between the parties hereto.

ARTICLE 10: ARBITRATION

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

- 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 request the Minister of Labour for Ontario to appoint an arbitrator.
- 10:03 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.
- 10:04 Alternatively, the parties may by mutual agreement agree that the grievance be referred to a board of arbitration. The party who gives notice that the grievance be referred to a board of arbitration shall notify the other party of the name and address of the party's nominee to the proposed arbitration board. The party who receives the notice of intention to proceed to a board of arbitration shall then notify the other party of the name and address of their party's nominee to the proposed arbitration board within ten (10) working days after receiving the notice. The two (2) nominees shall attempt to select a chairperson for the board. If they are unable to agree upon the selection within a further period of ten (10) working days after the appointment of the second nominee, either of the parties shall then have the right to request the Minister of Labour to appoint a chairperson for the board.
- 10:05 In the event an arbitrator properly deals with a matter relating to discharge or other disciplinary action, the arbitrator has the authority to reinstate an employee with or without compensation for wages lost or to make any other award it may deem just in the event there has been a violation of this Agreement by the Employer.
- 10:06 An arbitrator 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 shall be strictly confined to dealing with the issue in dispute between the parties and the type of relief sought as outlined in the notice of intention to proceed to arbitration. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 11: HIRING

- 11:01 In the event of the Employer wishing to employ operating engineers, the Employer shall first apply to the Union. If the Union cannot supply applicants satisfactory to the Employer, the Employer may then arrange to hire elsewhere. The Employer will advise the Union of such unsuccessful applicants. The Union shall be notified in the event the Employer hires elsewhere.

Temporary Employees

- 11:02 The Employer may employ temporary employees up to a period not to exceed twelve (12) calendar months in order to replace regular employees who are absent due to prolonged illness, injury, or leave of absence. Upon commencement of employment, the Employer will notify the Union of the name, date of hire, classification, and location of employment. Temporary employees shall be covered by the collective agreement, except the following provisions which shall not apply: Suspension or Discharge, Article 8:01; Seniority, Articles 13:01 to 13:09 inclusive; Vacation With Pay, Articles 17:01 to 17:05 inclusive; Sick Leave, Articles 18:01 to 18:06 inclusive; Bereavement Leave, Article 19:01; Paid Personal Leave of Absence, Article 21:01; Jury Duty or Crown Witness Service, Article 22:01; Technological Change, Article 26:01; Job Security, Article 27:01; Benefits, Articles 28:01 to 28:09 inclusive; Clothing, Article 30:01; and Safety Shoe or Boot Allowance, Article 30:02.
- 11:03 Where the term of employment exceeds twelve (12) calendar months, the employee shall acquire seniority from the original date of hire and shall be entitled to all the provisions of the Collective Agreement thereafter.

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.

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

In the event an employee is discharged he/she shall be entitled to submit a grievance under Article 9:06 of the Collective Agreement.

ARTICLE 13: SENIORITY

13:01 An employee shall be considered on probation and will not acquire seniority until after he/she has worked for a total of sixty (60) working days for the Employer, when his/her seniority shall commence from the last date of entering the bargaining unit.

13:02 In the event of a reduction of work, the least senior employee in each classification shall be the first laid off. Employees shall be recalled in the reverse order to that in which they were laid off.

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

13:04 In the event a sale of a building results in a loss of work, affected members shall have the right to exercise their rights under Article 13.

Loss of Seniority

13:05 An employee shall lose all seniority and deemed to be terminated if he/she:

- a) voluntarily quits or resigns from the employ of the University;
- b) is justifiably discharged;
- c) is absent from work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a bonafide explanation, in which case he/she shall be deemed to have resigned his/her employment with the Employer;
- d) fails to return to work upon the expiration of a leave of absence, or utilizes a leave of absence for a purpose other than that for which it was granted unless excused by the Employer in writing;
- e) has been laid off for more than twelve (12) consecutive months;
- f) following a lay-off, fails to advise the Employer within five (5) days of receipt of notice to return to work, of his/her intention to return, or fails to report for work on the date and at the time specified in the said notice.

Temporary Lay-off Notice

13:06 The Employer shall notify the employees who are to be laid off five (5) working days before the lay-off 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 lay-off, he/she shall be paid in lieu of that part of five (5) days during which work was not available.

Termination Lay-off Notice

13:07 The Employer shall notify employees who are to be permanently laid off in accordance with the following schedule:

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

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

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

Change of Address

13:08 It shall be the duty of the employee to notify the Employer promptly of any change of address and/or telephone number. If any employee should fail to do so, the Employer will not be responsible for failure of such notice to reach the employee.

Seniority List

13:09 A seniority list will be prepared and forwarded to the Union office on a semi-annual basis commencing January of each year.

ARTICLE 14: WAGE RATES

14:01 The following regular hourly rates shall be payable under this Agreement as outlined in Wage Schedule I.

Saturday Premium

14:02 Employees shall be paid at the rate of time and one-half (1½) for all hours worked from 00:00 hours Saturday until 24:00 hours Saturday.

Sunday Premium

14:03 Employees shall be paid at the rate of time and one-half (1½) for all hours worked from 00:00 hours Sunday until 24:00 hours Sunday.

Shift Premiums

14:04

(a) Effective May 1, 2016 , all employees should be paid a shift premium of sixty-five (65) cents per hour for all hours worked on the afternoon shift where the majority of hours worked fall between 16:00 hours and 24:00 hours.

(b) Effective May 1, 2016, all employees should be paid a shift premium of seventy-five (75) cents per hour for all hours worked on the night shift where the majority of hours worked fall between 00:00 hours and 08:00 hours.

Designated as Supervisor or Acting Chief Supervisor

- 14:05 Employees assigned to the position of acting supervisor or acting chief engineer, shall receive a wage premium of three (3) dollars per hour in addition to his/her regular wage rate for each hour designated.

ARTICLE 15: HOURS OF WORK AND OVERTIME

- 15:01 The hours of work shall be eight (8) hours per day, forty (40) hours per week, in accordance with the regular shift schedule, provided that this shall not constitute a guarantee of hours of work per day or of days of work per week. Where alternative shifts are implemented the hours of work shall be eighty (80) hours per pay period, in accordance with the regular shift schedule, provided that this shall not constitute a guarantee of hours of work per day or of days of work per week.
- 15:02 Authorized overtime work performed in excess of the standard work week or the standard work day will be paid at the rate of time and one-half (1½) times the regular hourly rate. In the case of employees working alternative shifts, authorized overtime is work performed in excess of their standard work day or eighty (80) hours per pay period and will be paid at time and one-half (1 ½) times the regular rate of pay.

Overtime Distribution

- 15:03 Overtime work shall be distributed as equitably as practicable amongst employees performing work in the same classification at the same location. For overtime distribution same location means UTM and UTSC autonomously. At the St. George campus, same location means: Southwest area, Southeast area, North area, Central area and Steam Plant autonomously.

Employees who are requested to work any overtime and decline shall be considered to have worked for the purpose of establishing records on overtime distribution.

An overtime list will be updated and posted weekly in each area.

Short Shift Change

- 15:04 All engineers who work on a regularly scheduled short shift change with less than two (2) shifts of rest in a twenty-four (24) hour period between a change in shift shall be paid at regular overtime rates for all hours worked from the commencement of the second shift. This clause shall not apply where an employee has received payment for said hours under clauses 15:02, 15:05, or 15:07. Where alternative shifts are implemented this will not apply.

Lunch Period

- 15:05 All employees shall be allowed thirty (30) minutes without pay at a time designated by the Employer for a lunch period. Employees will be available for emergency work during their lunch period.

Recall

- 15:06 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, whichever is greater. A recall is defined as a return to work, which begins outside the regularly scheduled shift.
- 15:07 Work schedules will be provided with consecutive days off unless circumstances arise which are beyond the Employer's control.

Phone Calls

15:08 An employee who has completed his/her regular shift and is contacted outside of the workplace by an authorized person about business matters concerning the plant shall be paid one and one-half (1½) hours pay for each such matter, 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.

Mutual Relief

15:09 With the consent of the Supervisor or Chief Engineer, an employee may have another employee relieve him on his/her regular shift. In such cases, however, overtime will not be paid to the relieving employee.

Assignment of Relief Scheduling Where Employees Fail to Report for Regular Shift

15:10 Where an employee fails to report for regular shift, the employee last seized with the shift where there is a "no show" of her/his relief (afternoons and nights) will continue to work that shift until such time as an alternate relief may be arranged to replace the employee.

No Pyramiding

15:11 Premium payments shall not be duplicated where overtime is worked under any of the terms of this Agreement. If premium payments are provided under two (2) or more provisions of this Agreement, then payment shall be made under the single provision which provides the highest rate of pay.

Meal Allowance

15:12 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 via direct deposit, in addition to overtime rates paid. If an employee is required to work overtime a complete half 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 via direct deposit, 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 16: PAID HOLIDAYS

16:01 The following paid holidays will be granted with pay at the employee's regular rate of pay for his/her normal number of working hours:

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

16:02 Any employee who works on one of the above paid holidays shall be paid for the first eight (8) hours at one and one-half (1½) times the regular hourly rate in addition to the regular paid holiday pay. For clarity, where an employee is scheduled to work on one of the above paid holidays and calls in sick, the employee may only receive sick leave payment for that day, if eligible, and not regular paid holiday pay.

16:03 The Employer shall designate the day of observance of paid holidays in the aforementioned clause 16:01. 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.

16:04 Entitlement to paid holiday is subject to the following conditions:

- a) the employee reports for work on such holiday as requested; and
- b) the paid holiday involved occurs or is observed by the Employer during a period when the employee concerned is not absent from work by reason of illness or injury. Where an employee is absent from work by reason of illness or injury, the provisions of Sick Leave (Article 18:01) shall apply at the regular hourly rate for all such hours scheduled.

Presidential Holidays

16:05 The Employer shall continue the practice of granting equivalent time off in lieu to employees at a mutually convenient date in the event a Presidential holiday falls on a day when an employee is on a regularly scheduled day off.

Three Days Off With Pay

16:06 For each twelve (12) month period during the life of the collective agreement, 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 (1) or more of these days will be paid at straight time for the day and will be given another day off with no loss of regular straight-time pay at a time mutually agreed to by the employee and his or her supervisor.

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

These days are not "Holidays" for any purpose under the collective agreement, including Article 16:01 Paid Holidays.

ARTICLE 17: VACATION WITH PAY

17:01 Employees who have earned vacation credits after July 1 shall be entitled to vacation pay as follows:

<i>Length of Continuous Service as of July 1st</i>	<i>Vacation Entitlement (Length of Vacation with Pay at Regular Hourly Rate)</i>	<i>Vacation Adjustment Based on a Percentage of Overtime and Shift Premiums Earnings</i>
1 month	1 day	4.0%
2 months	3 days	4.0%
3 months	4 days	4.0%
4 months	5 days	4.0%
5 months	6 days	4.0%
6 months	8 days	4.0%
7 months	9 days	4.0%
8 months	10 days	4.0%
9 months	11 days	4.2%
10 months	13 days	5.0%
11 months	14 days	5.4%
1 year	15 days	6.0%

6 years	16 days	6.4%
7 years	17 days	6.8%
8 years	18 days	7.2%
9 years	19 days	7.6%
10 years	20 days	8.0%
11 years	21 days	8.4%
12 years	22 days	8.8%
13 years	23 days	9.2%
14 years	24 days	9.6%
15 years	25 days	10.0%

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

Vacation pay will be pro-rated in the event an employee has received payment under Long Term Disability or in the event Workplace Safety and Insurance claims exceed fifteen (15) consecutive weeks. Vacation payments will also be pro-rated in the event an employee has been granted an unpaid leave of absence in accordance with Article 20:01.

Effective May 1, 2016, the maximum amount of unused vacation credits that will be paid out to an employee upon resignation/retirement/termination of employment will be five (5) days in excess of the employee's annual vacation entitlement.

- 17:02 The Employer shall post vacation schedules by April 30 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. Employees having more than two (2) weeks' vacation may have such vacation continuous if taken previous to May 1st, or after September, unless some mutually satisfactory arrangements can be worked out between the Employer and the employees. Employees wishing to split vacation in prime time may do so, but can only exercise their seniority for one (1) period. Vacation periods of less than one (1) week shall be permitted by mutual agreement between the supervisor and the employee. The supervisor reserves the right to limit in any classification the number of employees permitted on vacation at any one time. The granting of requests for vacation period shall not be unreasonably withheld.

- 17:03 If a paid holiday falls during an employee's vacation, an extra day with pay will be allowed off in lieu of the holiday.

- 17:04 Vacation credits shall be used within twelve (12) calendar months from July 1st of the date on which they were granted, except under exceptional circumstances and where mutual agreement is reached between the employee and the supervisor to extend vacation to the following year.

Scheduling of All Vacation Credits

- 17:05 The University agrees, when an employee is scheduled to retire on his/her normal retirement date or has given one year's notice of his/her intention to retire on a date other than the normal date of retirement, the employee may use all vacation credits earned prior to the date of retirement or may carry forward up to the annual entitlement to be paid upon retirement. This annual entitlement will not exceed twenty-five (25) days.

ARTICLE 18: SICK LEAVE

- 18:01 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 is to provide against

loss of earnings for employees who are prevented by sickness or accident from performing their regular duties.

- 18:02 Upon completion of their probationary period, employees are eligible for sick leave with pay for periods of up to fifteen (15) weeks during unavoidable absence due to illness or injury.
- 18:03 When an employee is unable to report to work due to sickness or injury, the employee will endeavour to notify the supervisor at least two (2) hours before he/she was scheduled to commence work, but in any event must notify the supervisor not later than one (1) hour before he/she was scheduled to commence work. The employee must inform the supervisor as early as possible of the probable date when that employee is able to return to work.
- 18:04 An employee may, with prior warning, be required by the University to provide a doctor's certificate certifying that the employee is unable to carry out his/her normal duties due to illness. This request will be made in advance, in writing. For absences of more than three (3) days, the employee will provide a doctor's certificate.

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

- 18:05 An employee prevented from performing his/her regular work with the Employer on account 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, and the amount so paid shall be deducted from the employee's sick leave. Payment from the Employer shall not continue further when sick leave accumulated has been exhausted.
- 18:06 When an employee on a scheduled period of vacation is, by order of a physician, admitted to hospital as an in-patient and/or confined as a result of illness or accident, such employee shall be entitled:
- a) to receive sick pay in accordance with Article 18, hereof in lieu of vacation, for the days of such vacation lost by reason of such hospitalization and/or confinement if under certified physician'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/or confinement, unless there are extenuating circumstances making it impossible to produce the physician's certificate within the above time frame.
 - b) to the period of vacation lost by reason of such hospitalization and/or confinement, which shall be rescheduled and which shall not be considered as an automatic extension of the originally approved vacation schedule.

ARTICLE 19: BEREAVEMENT LEAVE

- 19:01 The University will grant up to five (5) days of paid leave in the event of the death of an employee's spouse or same sex partner, children (including step-children), grandchildren, parents, parents-in-law, sibling (including step-mother, step-sister), brother-in-law, sister-in-law, and grandparents or for the death of a person whose relationship is not defined above, the impact of which is comparable to that of the immediate family (e.g. a close friend).

ARTICLE 20: LEAVES OF ABSENCE

- 20:01 Subject to the written approval of the Designated Authority only, an employee may be granted a leave of absence without pay because of personal illness or for valid personal reasons. All applications for leave of absence must be made in writing, and submitted to the Designated Authority. Any extension of a leave of absence must also be applied for and granted in writing.

An employee who is on leave for a period greater than six (6) months shall not accrue service seniority for the period of leave in excess of six (6) months.

Pregnancy Leave

20:02

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

Paternity Leave

20:03 Upon the birth or adoption of a child, a father or same-sex parent shall be granted up to two (2) days' paid leave of absence.

Application for such leave shall be submitted in writing to the employee's supervisor, at least two (2) days in advance. Paternity leave must be taken within the first month of the birth or an adoption.

Parental Leave

20:04

- (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 parental leave as follows:
- Up to thirty-five (35) weeks of parental leave for birth mothers;
 - Up to thirty-seven (37) weeks of 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.
- (e) 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.
- (f) If an employee wishes to change the date of return to work to a later date (of not later than the maximum length of leave), the employee must give the University four (4) weeks' written notice before the date the leave was to end.
- (g) Seniority, vacation, benefits, and pensionable service continue during an employee's parental leave, provided the employee fulfills any requirements for said continuation.

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.

Paid Educational Leave

- 20:05 Subject to the approval of the Designated Authority and upon written request at least fourteen (14) days in advance, leave of absence with pay or no 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, educational or labour seminar. The Union shall reimburse the Employer for such leaves of absence. Such leave of absence is to be confined to the actual duration of the convention, educational or labour seminar and the necessary traveling time. Such leave shall not exceed ten (10) working days for each convention or

seminar for each employee to whom such leave is granted. The University agrees to deduct from each employee's pay union dues of \$0.01 per hour worked for union educational purposes. This union deduction will be implemented as soon as practicable after date of ratification. The University will also provide \$2000 to the Union each year by May 1 for this purpose.

Compassionate Care Leave

20:06 The University will grant compassionate care leave of up to a maximum of eight (8) weeks to employees who take a leave of absence under the Family Medical Leave provisions of the Employment Standards Act. For employees with one (1) year of service or more the University will pay the equivalent of the maximum possible weekly Employment Insurance benefit during the two (2) week waiting period provided that the employee applies for and receives Employment Insurance benefits.

ARTICLE 21: PAID PERSONAL LEAVE OF ABSENCE

21:01 Effective July 1, 2004 and commencing each additional July 1st, each member of the bargaining unit shall be allowed for good reason up to four (4) days' or up to eight (8) half 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, except in cases of emergency. 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 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 received for jury duty or crown witness service. The employee shall notify the Employer as soon as possible after being selected for jury duty or crown witness service, and shall provide proof of the time served as a juror or subpoenaed witness.

ARTICLE 23: VACANCIES AND TRANSFERS

23:01 Where the University decides to fill a vacancy in the bargaining unit, a notice will be posted to that effect in all plants and areas employing members of the bargaining unit for a period of seven (7) working days. Applications must be submitted in writing or electronically by the closing date on the posting. The Employer will endeavour to fill the vacancy in a timely manner.

23:02

- (a) When selecting an employee within the bargaining unit for a lateral, downward, or Engineer C to Engineer B transfer at any University of Toronto campus, the transfer will be awarded on the basis of seniority.
- (b) When selecting an employee for a promotion within the bargaining unit, the Employer agrees to use all available information to determine which employee is best qualified to fill the position. Written testing will be administered to all minimally qualified applicants and deemed part of the overall selection process. All applicants who successfully complete the qualifying testing shall be granted an interview, for the purpose of determining the most qualified applicant. Where the Employer determines that the qualifications are relatively equal between applicants, seniority shall be the governing factor.

- 23:03 The successful applicant shall be placed on trial for a period of two (2) months from assumption of new duties. Conditional on satisfactory service such trial promotion or transfer shall be confirmed after two (2) months. In the event the successful candidate proves unsatisfactory in the position during the aforementioned trial period, or if the successful candidate chooses to return to his/her 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 salary rate. Any other employee promoted or transferred because of the rearrangement of positions shall be returned to his/her former position without loss of seniority and at his/her former salary rate.
- 23:04 When a position has been filled arising out of Article 23, all union applicants and the union president will be advised of the results of the job posting. An unsuccessful applicant can ask for and will be provided with the reason why he/she was unsuccessful if he/she so desires.
- 23:05 Where an employee within the bargaining unit is offered and accepts a promotion, he/she will receive the applicable rate of pay on the start date or within one (1) month of acceptance, whichever is sooner.
- 23:06 An employee who has been newly-hired, promoted, transferred, demoted or has displaced another employee must serve at least six (6) months in that position before they are eligible to apply to another position at the same or lower rate of pay.

ARTICLE 24: WORK DONE BY SUPERVISORS

- 24:01 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 purposes of instruction, experimenting or in emergencies when regular employees are not available, or to the extent that bargaining unit employees are deprived of working normal hours or deprived of overtime work assignments.

ARTICLE 25: RELIEVING HIGHER CLASSIFICATION

- 25:01 When an employee has been assigned to work in a job that requires a higher class of certificate or in a higher classification, he/she shall be paid at the appropriate rate for all hours worked on that assignment in excess of two (2) hours, including the initial two (2) hours.

ARTICLE 26: TECHNOLOGICAL CHANGE

- 26:01 The Employer will make every effort to notify the Union at least three (3) months in advance before the introduction of any technological changes that may affect the employment of the employees in the bargaining unit covered by the Unifor, Local 2003. The Employer will discuss the proposed changes with the Union with the view to retraining, relocating and assisting any employee who may be displaced as a result of the said technological change.

ARTICLE 27: JOB SECURITY

- 27:01 It is the declared intention of the Employer to provide for the job 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 order that it may satisfactorily discharge its public responsibilities. It is agreed that any employee who was employed by the Employer with one year of service or more shall not be laid off by reason of the Employer contracting out work being performed by such employee. However, in such event, the Employer agrees that the employee will be placed in another job with a similar rate and be retrained. All employees who have less than one (1) year of seniority must attain one (1) year seniority prior to being entitled to the terms of this job security clause.

ARTICLE 28: BENEFITS

Pension Plan

28:01 The Employer agrees to provide a Pension Plan, the details of which are set out in Schedule III.

Long-Term Disability Plan

28:02 The Employer agrees to provide a Long-Term Disability Plan, the details of which are set out in Schedule V.

Group Life and Survivor Income Plan

28:03 The Employer agrees to provide a Group Life and Survivor Income Plan, the details of which are set out in Schedule VI.

Dental Care Plan

28:04 The Employer agrees to provide a Dental Care Plan, the details of which are set out in Schedule VII.

Extended Health Care Plan

28:05 The Employer agrees to provide an Extended Health Care Plan, the details of which are set out in Schedule VIII.

Joint Membership Plan

28:06 The Employer agrees that employees covered by this Agreement will be eligible for this plan as set out in Schedule IX.

Vision Care Plan

28:07 The Employer agrees to provide a Vision Care Plan, the details of which are set out in Schedule X.

Tuition Waiver for Dependents

28:08 The University agrees that dependents of employees in the bargaining unit shall be entitled to the benefits of the Tuition Waiver for Dependents Policy, the details of which are set out in Schedule XI. It is agreed that the University may amend the aforesaid Policy from time to time.

Educational Assistance

28:09 The Employer agrees that employees in the bargaining unit shall be entitled to the benefits of the Educational Assistance Policy, the details of which are set out in Schedule XII.

ARTICLE 29: UNION/MANAGEMENT COMMITTEE

29:01 The Employer and the Union agree to the establishment of a Union/Management Committee . The Director of Labour Relations, or his/her designate, shall act as Chair of the meetings. Minutes will be forwarded to each member of the Committee following the meetings.

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

The Union President and the elected Bargaining Committee in addition to the National Representative will represent the Union on the Union/Management Committee. Management shall appoint an equivalent number of representatives, which shall be in addition to the Chair.

Occasionally, with advance notice, other Union members will attend for clarification of specific issues.

An agenda will be circulated at least five (5) days in advance of each meeting.

The Committee shall not have the power to modify, alter or interpret the Collective Agreement or to deal with grievances.

ARTICLE 30: GENERAL

Clothing

30:01 The Employer agrees to supply six (6) pieces of uniform or three (3) coveralls annually on or about July 1st of each year. Employees who have completed the probationary period will be supplied with one (1) parka and one (1) spring/fall jacket. Thereafter, parkas and jackets will be replaced as deemed necessary by the employer.

Safety Shoe or Boot Allowance

30:02 The Employer requires safety shoes or boots to be worn as a condition of employment. The Employer will pay to the employee annually beginning on May 1, a safety shoe or boot allowance of one hundred and seventy-five (175) dollars, upon production of original receipts. The University will endeavour to reimburse members in a timely fashion.

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

Personnel Files

30:03 An employee shall have the right to examine all documents pertaining to that individual in any file kept by the employing department, and to have such files corrected or supplemented in cases of inaccuracy or inadequacy. Such comments shall become part of the file.

Examination of such files may be made at a time convenient to the Employer following a written request from the employee.

Replacement and Security of Tools

30:04 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 supervisor. Once per year, each employee must supply a complete list of his/her personal hand tools to his/her supervisor.

Should an employee's tools be lost as a result of theft, 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.

ARTICLE 31: MODIFICATION OR TERMINATION

31:01 This Agreement shall continue in force and effect until April 30, 2018, 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 ninety (90) days prior to any expiry date that it desires to amend or terminate this Agreement.

31:02 In the event of notice being given requesting negotiations to amend the Agreement, the negotiations shall commence within fifteen (15) days following receipt of such notification. If, pursuant to such negotiations, an agreement on the amendment to this Agreement is not reached 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.

ARTICLE 32: HEALTH AND SAFETY

National Day of Mourning

32:01 Each year on April 28th at 11:00 am, one minute of silence will be observed by the bargaining unit employees, in memory of workers killed or injured on the job.

Whistleblower Protection

32:02 The University is responsible to notify the appropriate authorities if there is a release of hazardous substance to the air, earth or water systems in accordance with the appropriate federal, provincial and municipal environmental legislation.

Employees first have a duty to report such releases to the immediate supervisor or designate in accordance with the Occupational Health and Safety Act. In response, the supervisor has a responsibility to ensure the appropriate investigation, reporting and remedial actions are taken without delay, in conjunction with the 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 Occupational Health and Safety Act must be first exhausted.

IN WITNESS WHEREOF each of the parties hereto have caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on this May 1, 2015.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:

Vice-President, Human Resources & Equity

Secretary of Governing Council

AND

Unifor CANADA AND ITS LOCAL 2003 BY:

National Representative

SCHEDULE I: WAGES

UNIFOR - F/T L2003

Last revised: May 13, 2015

Personnel Area **0001**
 Personnel Subarea **1300**
 Pay Scale Type: **18**
 Pay Scale Area: **01**

	Job #	Pay Scale group	PS level	01.05.2015 Amount	01.05.2016 Amount	01.05.2017 Amount
Lead Hand Build Mgt Syst TchI	196	10U		39.07	39.46	39.95
	194	09U		39.07	39.46	39.95
Build Mgt Syst TchII Engineer A	193	08U		36.17	36.53	36.99
	203	07U		36.17	36.53	36.99
Build Mgt Syst TchIII Engineer B	195	06U		33.40	33.73	34.15
	197	04U		33.40	33.73	34.15
Engineer C	199	03U		31.32	31.63	32.03
Op Eng Trainee I	91	02U		22.89	23.12	23.41
Op Eng Trainee II	93	01U		19.45	19.64	19.89



CAW - Temp L2003

Personnel Area **0002**
 Personnel Subarea **4350**
 Pay Scale Type: **64**
 Pay Scale Area: **01**

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



Class Specification

- Lead Hand**
- leads and assigns work to a group of Engineers;
 - ability to lead, train, and communicate effectively;
 - would have obtained either a 2nd or 3rd class operating engineer's certificate; and
 - Three years experience as a 2nd or 3rd class licensed operating engineer with a minimum of one (1) year of experience at the University of Toronto.
- Engineer A**
- employed as a 2nd class operating engineer and has acquired a 2nd class operating engineer's certificate with a minimum of one (1) year of operating engineer's experience.

- Engineer B - employed as a 3rd class operating engineer and has acquired a 3rd class operating engineer's certificate with a minimum of (1) year of operating engineer's experience.
- Engineer C - employed as a 4th class operating engineer and has acquired a 4th class operating engineer's certificate with a minimum of one (1) year operating engineer's experience.
- Trainee I - Completed one (1) year in the University's operating engineer trainee program.
- Trainee II - starting level in the University of Toronto trainee program.
- BMS Technician I - employed as a 3rd class Operating Engineer, and has a minimum of three (3) years experience as a BMS Technician II.
- BMS Technician II - employed as a 3rd class Operating Engineer, and has a minimum of two (2) years experience as a BMS Technician III.
- BMS Technician III - employed as a 3rd class Operating Engineer, and has a minimum of three (3) years Operating Engineer experience.

SCHEDULE II: DESIGNATED AUTHORITIES

The University will supply the Union with an updated list of Designated Authorities as required.

SCHEDULE III: PENSION PLAN

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

Employees who become eligible shall be enrolled in the said Pension Plan on the date of eligibility. Notwithstanding, the Employer shall have the right to amend or change the said Pension Plan during the term of this Agreement.

SCHEDULE IV: P2614 PENSION PLAN

Consistent with the University's policy requiring employees to retire at age 65, those employees who have paid up annuities in the Maintenance and Ancillary Pension Plan (known as P2614) will now be required to retire on June 30th following or coincident with their 65th birthday without their pension benefits in the Plan being actuarially reduced. This requirement now brings the normal retirement age for those enrolled in the Maintenance and Ancillary Staff Pension Plan into line with those enrolled exclusively in the Pension Plan for Academic and Administrative Staff.

SCHEDULE V: LONG-TERM DISABILITY PLAN

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

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

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

SCHEDULE VI: GROUP LIFE AND SURVIVOR INCOME PLAN

The Employer shall continue to provide, at no cost to the employee, basic life insurance coverage in accordance with the provisions and regulations of the University of Toronto Group Life and Survivor Income Plan for Members of the Academic and Administrative Staff during the term of this Agreement.

The Employer and the employees shall continue to make contributions to the University of Toronto Group Life and Survivor Income Plan for Members of the Academic and Administrative Staff in accordance with the provisions and regulations of the said plan for all employees who elect to receive additional life insurance coverage.

The Employer shall have the right to amend or change the Group Life and Survivor Income Plan for Members of the Academic and Administrative Staff during the term of this Agreement.

SCHEDULE VII: DENTAL CARE PLAN

The Employer agrees to contribute not less than eighty (80) percent of the premiums for employees participating in the University of Toronto Dental Care Plan.

The parties agree to be governed by the provisions and regulations of the said plan for the term of this Agreement. The Employer shall have the right to amend or change the Dental Care Plan during the term of this Agreement.

As a condition of continued employment, an employee covered by the terms of this Agreement shall be enrolled in the Dental Care Plan. Employees who are covered by a dental plan through their spouse's enrollment elsewhere may request exemption from the University of Toronto Dental Care Plan.

SCHEDULE VIII: EXTENDED HEALTH CARE PLAN

The Employer shall subsidize the cost to the employee of the University of Toronto Extended Health Care Plan at seventy-five (75) percent of the monthly premium, for all participating employees.

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

Employees will be covered for hearing aids at \$500/1 ear; \$1000/2 ears every 3 years effective July 1, 2009.

Employees will be covered for Paramedical Services (combined) up to seven hundred (700) dollars effective July 1, 2016 per year.

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

SCHEDULE IX: JOINT MEMBERSHIP PLAN

Employees who are members of the Unifor Canada, Local 2003 unit are eligible for membership in the Joint Membership Plan for staff of the University of Toronto, subject to the provisions established with respect to such membership.

The Employer shall have the right to amend or change the said Joint Membership Plan during the term of this Agreement. Should it become necessary to amend or change the said Plan, the Employer will discuss such amendments or changes with the Union.

SCHEDULE X: VISION CARE PLAN

A Vision Care Plan will be provided to members of the Unifor Canada Local 2003, employed by the University of Toronto with the following benefits:

- Coverage up to three hundred and fifty (350) dollars every two (2) years per family member with no deductible. Coverage up to four hundred (400) dollars effective July 1, 2016.
- The University subsidy will be fifty (50) percent of the cost of the premiums.
- Coverage includes contact lenses, prescription sunglasses, and eye exams.
- Membership will be mandatory for all staff except those who have exempted themselves because they have coverage in a spousal plan.

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

SCHEDULE XI: TUITION WAIVER FOR DEPENDANTS

INTRODUCTION

In order to assist staff members who have dependants or a spouse or partner who wishes 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.

TERMS OF REFERENCE

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

For the purposes of this policy:

- ♦ Dependants 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 led 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 appropriate local Human Resources Department. The value of the tuition waiver under this provision is a taxable benefit to the employee.

SCHEDULE XII: EDUCATIONAL ASSISTANCE

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 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 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:

- 1) A University of Toronto course, up to and including the Master's level. For undergraduate courses, the maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and one (1) full course during the Summer session and reimbursement will be limited to the equivalent general Arts and Science course tuition fee. For Master's level programmes the tuition waiver shall be limited to the part-time programme fee or two thousand five hundred (\$2,500) dollars per academic year, whichever is less. The University will also waive the balance of degree fee, to the lesser of the equivalent remaining programme fee or two thousand five hundred (\$2,500) per year, so long as the employee has already received a tuition waiver under this policy; or
- 2) a University of Toronto course taken as part of the "academic bridging" programme, or
- 3) a University of Toronto course taken as a "special student" or
- 4) a diploma or certificate programme offered through Woodsworth College or other University of Toronto academic divisions, for which student are registered as University of Toronto students and receive a diploma at Convocation in accordance with the University Policy on Diploma and Certificate Programmes. The maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and one (1) full course during the summer session and reimbursement will be limited to the equivalent general Arts & Science course tuition fee.
- 5) courses offered by the School of Continuing Studies that are work or job related, up to a maximum of five hundred (\$500) dollars per course, and personal interest courses for which a taxable benefit is assessed up to a maximum of two hundred and fifty (\$250) dollars per course, with a combined maximum four (4) 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

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:

- (a) 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
- (b) 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.

APPENDIX A: TRAINING OF OPERATING ENGINEER (TRAINEES)

The Employer and the Union recognize the desirability of a broad training programme for operating engineers requiring experience in more than one unit. With this in mind, the parties have reached the following understanding:

1. The twenty-four (24) month programme is established at the University of Toronto for the purpose of training applicants selected by the Employer as operating engineers. This period may be shortened if the Trainee successfully completes the requirements of the programme earlier than the twenty-four (24) months and is hired by the Employer as an operating engineer.
2. The employee will be classified as a "Trainee" and will be entitled to all conditions, rights and privileges under the Agreement except Articles 12:01 and 13:01. However, at the conclusion of thirty (30) working days of service the Trainee shall be enrolled in the applicable University of Toronto benefit programs in accordance with this Agreement.
3. A Trainee who has successfully completed the training programme and received an operating engineer's certificate, and has been the successful applicant as an operating engineer, shall be entitled to seniority retroactive to the date on which he/she was initially employed as a Trainee.
4. The training period will be terminated, unless otherwise mutually agreed to by the Employer and the Union, after a period of twenty-four (24) months. The Employer may discharge a Trainee at any time during the training period, without cause and at the sole discretion of the Employer. Should it be necessary to terminate the employment of a Trainee prior to the completion of the training programme for unsatisfactory performance, the Employer will notify the Union accordingly.
5. The Employer agrees that Trainees will not be used to replace members of the bargaining unit for purposes of reduction of regular hours of work or overtime.
6. Trainees will have successfully completed the 4th Class Operating Engineers Modular Training Programme as recommended by the Technical Standards and Safety Authority (T.S.S.A.).
7. When a Trainee who has been qualified as a 4th class operating engineer is assigned temporarily to do the work of a member of the bargaining unit, he/she shall receive the appropriate rate while performing the work.
8. It is the Employer's intention to discuss with the Union the Training Programme for the purposes of improving the programme.
9. Should employment not be available to the Trainee upon successful completion of the training programme, for a twelve (12) month period the Trainee will receive preferential consideration as a 4th Class Engineer, should a position remain available after the job posting process has been exhausted.

LETTER OF INTENT: SCHEDULING

May 1, 2015

Mr. G. Beck
National Representative
Unifor Canada National Office
205 Placer Court
Toronto, ON M2H 3H9

Dear Mr. Beck,

The Employer intends to continue the present system of establishing and maintaining shift schedules. The present system of establishing and stop times will remain unchanged.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF INTENT: ALTERNATIVE SCHEDULING

May 1, 2015

Mr. G. Beck
National Representative
Unifor Canada National Office
205 Placer Court
Toronto, ON M2H 3H9

Dear Mr. Beck,

During the life of this agreement, the parties agree to meet to discuss a possibility of alternative schedules for all campuses.

Yours truly,

Alex Brat
Director, Labour Relations

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

May 1, 2015

Mr. G. Beck
National Representative
Unifor Canada National Office
205 Placer Court
Toronto, ON M2H 3H9

Dear Mr. Beck,

It is agreed that for the duration of the present Collective Agreement an employee shall have the option of requesting equivalent time off for time earned between May 1st and April 30th in lieu of overtime payment or for working on a paid holiday. 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.

The maximum amount of lieu time that may be accumulated by an employee at any time during the year is eighty (80) hours. Beginning April 30, 2007 the maximum amount of lieu time that may be carried forward to the next fiscal year will be forty (40) hours. Employees wanting to carry lieu time to the next fiscal year (up to forty hours (40) hours) must make this request to their supervisor, in writing, prior to April 1st. Any additional accumulated time in excess of forty (40) hours will be paid out at that time.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF INTENT: TEMPORARY TRANSFERS

May 1, 2015

Mr. G. Beck
National Representative
Unifor Canada National Office
205 Placer Court
Toronto, ON M2H 3H9

Dear Mr. Beck,

The Employer will endeavour to transfer those Operating Engineers who request to be transferred on a temporary basis when opportunities arise.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF INTENT: JOB CLASSIFICATION DOWNGRADING

May 1, 2015

Mr. G. Beck
National Representative
Unifor Canada National Office 205 Placer Court
Toronto, ON M2H 3H9

Dear Mr. Beck,

The University agrees that the job classification of any employee will not be downgraded as a result of the reclassification of any building or plant in which the employee is employed at the time of such reclassification during the term of this agreement.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF INTENT: HEALTH AND SAFETY CERTIFICATION TRAINING

May 1, 2015

Mr. G. Beck
National Representative
Unifor Canada National Office 205 Placer Court
Toronto, ON M2H 3H9

Dear Mr. Beck,

The University agrees to provide to three (3) members of the bargaining unit training at the Occupational Health and Safety Workers' Centre to certify him/her as a Health & Safety representative for the life of this agreement.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF INTENT: HEALTH AND SAFETY

May 1, 2015

Mr. G. Beck
National Representative
Unifor Canada National Office
205 Placer Court
Toronto, ON M2H 3H9

Dear Mr. Beck,

Contact With Retirees Who May Have Been Exposed to Hazardous Substances:

The University of Toronto agrees to work in a cooperative manner with the Union with respect to hazardous workplace substances.

The University agrees to contact retirees and inform them of the Union's intention to gather data with respect to potential health effects relating to exposure to hazardous materials in the workplace. Subject to the written informed consent from the retiree, a recognized, independent third party may collect this information.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF INTENT: NEW TECHNOLOGY AND/OR NEW EQUIPMENT

May 1, 2015

Mr. G. Beck
National Representative
Unifor Canada National Office 205 Placer Court
Toronto, ON M2H 3H9

Dear Mr. Beck,

The University is committed to fostering a culture of career development and addressing training and development needs. Where the employer introduces, implements, or upgrades equipment or technology, the University will attempt to provide information session with vendors and/or arrange for training that may be required for members of the bargaining unit to effectively and efficiently maintain and operate any new such technology and/or equipment.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF INTENT: FULL UTILIZATION OF THE BARGAINING UNIT

May 1, 2015

Mr. G. Beck
National Representative
Unifor Canada National Office
205 Placer Court
Toronto, ON M2H 3H9

Dear Mr. Beck,

During our recent negotiations, the Union suggested that certain work currently contracted out could be performed more cost effectively by members of the bargaining unit. To explore this possibility, the parties agree to discuss at a tri-campus Union-Management committee meeting for the purpose of considering and implementing a pilot project. The parties will study the feasibility of allowing bargaining unit employees to perform work within the scope of Article 1:01 that is currently performed by external contractors. It is agreed this letter in no way restricts the Employer's rights under Article 27:01.

The Union will submit a list of items to the tri-campus Union / Management committee for review. The Committee will conduct a review of the list submitted and suggest ways to improve work processes and /or workforce utilization to affect keeping the work in-house or where it is prudent, contracting out the work. Where it can be determined and substantiated with objective data this will result in cost savings to the employer, work may be assigned and scheduled on an overtime basis at the applicable wage rate as a pilot project, initially at the St. George campus. Work will first be distributed in an equitable manner to qualified employees within the immediate geographical areas, on the basis of seniority. In the event overtime assignments are not filled, the overtime will be made available, to remaining qualified employees of the bargaining unit by seniority.

The employer will periodically evaluate the project for the purposes of assessing cost savings, operational effectiveness, productivity and quality of work. The viability of the project will be a standard agenda for joint discussion at each Union-Management meeting. Either party may terminate this project with two (2) weeks written notice or no later than the term of this agreement.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF INTENT: PENSION PLAN

May 1, 2015

Mr. G. Beck
National Representative
Unifor Canada National Office 205 Placer Court
Toronto, ON M2H 3H9

Dear Mr. Beck,

During the term of the collective agreement, and unless otherwise required by law, no changes will be made to the required participant contributions provisions or benefit provisions of the University of Toronto Pension Plan in respect of employees who are members of the bargaining unit.

In the event of any amendments to the said plan during the life of the Collective Agreement, the employer will discuss with the Union any such amendments.

Yours truly,
Alex Brat
Director, Labour Relations

LETTER OF INTENT: UNION MEETINGS

May 1, 2015

Mr. G. Beck
National Representative
Unifor Canada National Office
205 Placer Court
Toronto, ON M2H 3H9

Dear Mr. Beck,

The University of Toronto agrees, subject to operational and safety considerations, to allow employees at the Mississauga and Scarborough locations to adjust their workday by thirty (30) minutes in order to attend General Union Membership meetings at the St. George location, provided notice is given five (5) working days prior to the meeting.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF INTENT: ST. GEORGE CAMPUS SHIFT OPERATIONS TO ADDRESS SINGLE PLANT AND SAFETY ISSUES

May 1, 2015

Mr. G. Beck
National Representative
Unifor Canada National Office
205 Placer Court
Toronto, Ontario M2H 3H9

Dear Mr. Beck,

It is agreed that the following changes were made in order to fully comply with the Operating Engineers Regulations and TSSA requirements for single plant registration of all St. George campus equipment and to address safety issues. The Chief Engineer is responsible for compliance with the Operating Engineers Act at the St George campus. In his/her absence, Engineer A at the Central Steam Plant assumes this responsibility. All Assistant Engineer B Shift Workers in the off hours will check in by mike phone/phone with the Shift Engineer/Assistant Shift Engineer at the start of their shift and every two (2) hours thereafter. During periods of the year when the ice plant is in operation, the Varsity Arena afternoon Shift Engineer will also check in by phone to the Shift Engineer/Assistant Shift Engineer at the beginning and end of the shift. These employees will continue their duties of the off-hour/daily shift routine.

If an Assistant Engineer B Shift Worker needs assistance, the Shift Engineer will be notified, and using his/her best judgment to prioritize the situation, he/she will have the authority to call another Assistant Engineer B Shift Workers to attend the situation. (The Building Engineer Off-hour Call-in List or the Varsity Arena Engineer can be used to augment available staff to respond to the outside emergencies.)

Teams may attend to routine maintenance assignments or respond to off-hours emergencies wherever safety procedures require two (2) persons, such as but not limited to: Erecting extension and step ladders to access equipment to contain an emergency situation; (Ceiling leaks, pipe breaks of HVAC equipment access etc.); Erecting asbestos "tents" to respond to emergencies in Designated Buildings; Attending to "Strange Odour Calls" as per Utilities Department procedure; and Upcoming confined space regulation issues.

These changes are implemented to resolve problems with our traditional reporting structure and to improve our operations in the following ways:

- The University complies with the Technical Standard and Safety Act - 2000, Ontario Regulation 219101.
- The safety issues relating to Engineers working alone during emergencies are addressed more defined communication process and duties.
- Emergency response to faculty, staff and student needs is expedited by providing access to a motor vehicle parked in the Trades Shop parking lot in the after hours operation. An emergency response kit/box will be assembled and placed on this vehicle at the time of use, to facilitate quicker corrective action and reduced property damage.

Yours truly,

Boon Teak Lee
Chief Engineer, CSP

Alex Brat
Director, Labour Relations

LETTER OF INTENT: LEAD HAND RATE AT ST. GEORGE CENTRAL STEAM PLANT

May 01, 2015

Mr. G. Beck
National Representative
Unifor Canada National Office
205 Placer Court
Toronto, Ontario M2H 3H9

Dear Mr. Beck,

Shift Engineers (Engineer A) at the St. George Central Steam Plant will be paid at the Lead Hand rate during the afternoon and evening shifts and on weekends.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF INTENT: CHILD CARE BENEFIT POOL

May 1, 2015

Mr. G. Beck
National Representative
Unifor Canada National Office
205 Placer Court
Toronto, ON M2H 3H9

Dear Mr. Beck,

It is agreed for the duration of the present collective agreement the University will contribute a total of ten thousand dollars (\$10,000.00) per year to the Child Care Benefit Pool detailed in Appendix B. Effective April 30, 2018 the University's contribution will revert to twenty thousand dollars (\$20,000) annually.

Yours truly,

Alex Brat
Director, Labour Relations

APPENDIX B: POOLED EMPLOYEE CHILD-CARE BENEFIT PLAN

Members with a dependent eligible child under the age of seven will be eligible for reimbursement of child-care expenses as follows:

PART 1

- 1) The maximum half-day reimbursement will be \$10.00 per day. A half-day is defined as a minimum of four (4) hours to a maximum of six (6) hours of care, or where the parent is being charged a half-day rate by the child care provider.
- 2) The maximum full-day reimbursement will be \$20.00 per day. A full-day rate is defined as six (6) or more hours of care, or where the parent is being charged a full-day rate.
- 3) Reimbursement is limited to fifty percent (50%) of the lesser of (i) the amount actually paid; and (ii) the usual and customary amount charged by the service provider for the same child care services. Between January 1 and February 1, 2010, and between January 1 and February 1 of subsequent calendar years, members must provide to the University, in a single package, detailed receipts substantiating the child care expenses in respect of which reimbursement is sought for the previous calendar year along with proof of payment (e.g., credit card receipt, front and back of cancelled cheque, or a validated receipt). Reimbursement in respect of a calendar year shall be made in one lump sum cash payment, less applicable withholdings, if any.
- 4) Reimbursement will be made only for child care expenses (as defined in the *ITA-Income Tax Act*) incurred by the Member. The University makes no representations as to whether a deduction from income is available under the *Income Tax Act* in respect of any amounts paid or payable under this plan.
- 5) If both parents are eligible for reimbursement under a child-care benefit plan at the University only one shall be entitled to claim reimbursement under any such plan in a calendar year.
- 6) The plan maximum of \$2,000 per child will be provided annually, based on a calendar year. The amount will be prorated for less than full-time equivalent employment. A Member who has been appointed for less than the full calendar year shall be entitled to a pro rata amount for that year. There are no carryover provisions if the full \$2,000 is not used in any given year.
- 7) The terms "child care expense" and "eligible child" in this plan shall have the meanings given to them in subsection 63(3) of the *ITA*. The term "child" shall have the extended meaning given to that term in subsection 252(1) of the *ITA* such that, where used in this plan, the term "child" shall include a natural, step, common-law or adopted child or ward under the age of seven.

PART 2

- 1) Payments to be made by the University under this plan shall be paid solely out of the general operating monies of the University. The University shall not be required to contribute or set aside any amounts to a separate fund or account to satisfy its obligations under this plan, or otherwise secure its obligations under this plan.
- 2) The value of the annual eligible claims under this plan shall not exceed the total amount available in the plan pool. The amount in this plan pool shall be based on the total of the amounts apportioned to each of bargaining units participating in the pool. If pool membership changes during the life of this collective agreement, and the plan pool amount accordingly changes, the Union will be so notified.
- 3) The value of the annual eligible claims under this plan shall not exceed this annual plan pool. If, in a given year, the value of the eligible claims under this plan is greater than that amount, all claims will be reimbursed on a pro-rated basis.

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

JOINT LETTER OF INTENT: JOINT TRAINING WORKING GROUP

The parties agree to establish a Joint Training Working Group composed of four (4) members, two (2) representing the University of Toronto and two (2) employees representing the Union, one of who will be designated a Training Coordinator. The purpose of the committee is to enhance employees' current skill sets at the University, to provide employees with the skills to facilitate progression and to ensure the success of the current Trainee Program.

The Joint Training Working Group (JTWG) shall report and make recommendations to the Union/Management committee. The JTWG shall meet once monthly unless otherwise agreed. The purpose of the JTWG is the following:

- To develop a training plan outlining timelines and skill sets to be developed;
- To advise on appropriate training standards;
- To identify resources and/or equipment to facilitate training;
- To identify roles and responsibilities of training;
- To identify other training needs identified by the parties.
- To offer constructive suggestions to the improvement of training on the job;
- To develop training reports and to monitor the overall progress of each training initiative.

Areas of training shall include but are not limited to;

Calibration of Controls
CCMS - hardware and software
Computer training - e.g. - Excel, Word, Administrative systems
Contractor Courses
Operation of Controls
Opportunities for obtaining qualifying time

The parties recognize that in order for the training programs to succeed, there must be flexibility to temporarily relocate workers to ensure that there is adequate coverage of the operation while such training is conducted.

Employees will be paid their regular hourly rate for time spent in such training.

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COLLECTIVE AGREEMENT

-BETWEEN-

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

-AND-

Unifor – Canada and Its Local, 2003

Term of Agreement: May 1, 2015 to April 30, 2018

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