

**COLLECTIVE AGREEMENT ENTERED INTO** at the City of Toronto, in the Province of Ontario, as of November 9, 2015.

Between:

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

and

**THE SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL 30**  
(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 Sheet Metal Workers and Sheet Metal Apprentices in the employ of the Employer working in and out of the Facilities & Services and Physical Plant Departments, save and except non-working foremen and persons above the rank of non-working foreman. The term "employee" or "employees" wherever used in this Agreement shall mean any or all of the employees in the bargaining unit as herein defined unless the context otherwise provides.

## **ARTICLE 2: DISCRIMINATION**

2:01 The Employer shall not discriminate against an employee because of membership or activity in the Union or the exercise of his/her lawful rights, or with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex, gender identity, gender expression, marital status, family status, religion, nationality, ancestry or place of origin, ethnic origin, political affiliation, place of residence, sexual orientation, physical handicap or disability provided that such handicap or disability does not clearly prevent the carrying out of the required duties. Any person covered by this Agreement who feels that he/she has suffered discrimination shall have the right to seek redress in accordance with the Grievance Procedure.

### **Employment Equity**

2:02 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**

2:03 Sexual harassment shall be considered discrimination.

2:04 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.

2:05 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.

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

2:06 The University has created the Policy with Respect to Workplace Harassment and the Policy with Respect to Workplace Violence. A copy of each Policy has been provided to the Union. The Policies can also be accessed on the University's Governing Council website.

The University has also developed programs to implement each policy. The Human Resources Guideline on Civil Conduct (the "Civility Guideline") is the University's program that implements the Policy with respect to Workplace Harassment. The University of Toronto Workplace Violence Program implements the Policy with respect to Workplace Violence. A copy of both the Civility Guideline and the Workplace Violence Program has been provided to the Union. These documents can also be accessed through the University's Human Resources and Equity website.

The University recognizes the right of the Union to file a grievance on behalf of an employee alleging a violation of either Policy if all internal steps have been exhausted and the employee is unsatisfied with the outcome. Such grievance will be filed at Step 3 of the grievance procedure. If not resolved at Step 3, mediation or facilitation before an agreed-upon mediator or facilitator must occur before arbitration takes place. The mediation or facilitation will be confidential and without prejudice to the rights of either party.

During any internal steps taken to resolve the situation, employees shall have the right to be accompanied by a Union representative.

### **ARTICLE 3: MANAGEMENT FUNCTIONS**

3:01 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 rules and regulations, not inconsistent with the provisions of this Agreement, governing the conduct of the employees; and
- d) generally to manage and operate the University of Toronto.

### **ARTICLE 4: NO STRIKES OR LOCKOUTS**

4:01 The Union agrees that there will be no strike, sit-down, slow-down, picketing or other interference with work, and in the event of any such action taking place, it will instruct the employees involved to return to work and perform their usual duties as well as to resort to the grievance procedure established herein. The Employer agrees that there will be no lockout of the employees during the term of this Agreement.

### **ARTICLE 5: UNION REPRESENTATION**

5:01 The Employer agrees that there shall be one (1) Union Steward to represent the Sheet Metal Workers and Sheet Metal Apprentices. The Union will notify the Employer in writing of the appointment of the Union Steward.

- 5:02 The Union acknowledges that the Union Steward has a duty to perform on behalf of the Employer, and the Steward will not absent him/herself from such duty unreasonably in order to attend to the grievances of the employees. In consideration of this acknowledgement and undertaking, the Employer will compensate the Steward for the time spent in handling grievances of employees and attending to Union business. Such compensation will not extend beyond normal working hours. The Steward will be required to request leave from his/her Manager before leaving his/her work place and will report back to him/her on returning to same.
- 5:03 The Employer agrees to pay not more than one (1) member of the bargaining committee for any time lost from his/her regular employment for the purpose of conducting negotiations for contract renewal.
- 5:04 The Employer agrees that the Business Manager or Business Representative or his/her duly authorized representative shall have the right to enter the plant and speak with members of the Union during their working hours. The Business Manager or Business Representative or his/her duly authorized representative shall inform the Manager upon his/her arrival at the plant.
- 5:05 The Employer agrees to deduct union dues in the amount advised by the Union.

#### **ARTICLE 6: DISCIPLINARY INTERVIEW**

- 6:01 When an employee is summoned to the supervisor's office for an interview concerning discipline, the supervisor will inform the employee of his/her right to have his/her Union Steward present prior to discussing the matter with the employee. The employee may, if he/she so desires, request the presence of his/her Union Steward to represent him/her during the interview. If the employee requests representation by his/her Union Steward, the supervisor will send for the Union Steward without undue delay and without further discussion of the matter with the employee concerned. Whether or not the Steward is present, a contact form will be made and given to the employee and a copy supplied to the Steward within twenty-four (24) hours of the meeting.
- 6:02 Any record of a disciplinary action taken by the Employer shall be removed from the employee's record two (2) years after the date of such disciplinary action being recorded provided there has been no recurrence of a similar infraction.

#### **ARTICLE 7: SUSPENSION OR DISCHARGE**

- 7:01 An employee who has been suspended or discharged shall be advised in writing of the reasons therefor. Whether called or not, the Steward will be advised in writing within one (1) working day (24 hours) of the fact of suspension or discharge and the reason therefor.

#### **ARTICLE 8: GRIEVANCE PROCEDURE**

- 8:01 An employee having a grievance or one (1) designated member of a group having a grievance will first take up the grievance within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance with his/her supervisor who will attempt to adjust it.

##### **Step One**

- 8:02 An employee may request his/her supervisor to call the Union Steward to handle a specified grievance. The word "specified" as used in this paragraph is interpreted by the parties hereto to mean an employee is required to "state the nature of the grievance". The supervisor will arrange to send for the Union Steward without undue delay and without further discussion of the grievance.

- 8:03 The Union Steward, with or without the employee present, will attempt to adjust the grievance with the supervisor before it is given to the supervisor in writing.
- 8:04 If the grievance is not adjusted by the supervisor, it shall be reduced to writing on an employee grievance form provided by the University and signed by the employee involved, and submitted to the Manager with a copy to the Labour Relations Department. The supervisor shall give his/her answer in writing to the Union Steward without undue delay, but not more than five (5) working days after the grievance has been presented in writing.

### **Step Two**

- 8:05 If the grievance is not settled at Step One, the written grievance may be referred to the Designated Authority\* of the campus by the Union Steward within five (5) working days after receiving the answer in writing. A meeting shall be arranged by the Designated Authority within five (5) working days of receiving the grievance.

\*Designated Authority (See Schedule II).

### **Step Three**

- 8:06 If the grievance is not settled at Step Two, a written grievance may be referred to the Director of Labour Relations by the Business Representative of the Union within five (5) working days of receiving an answer in writing from the Designated Authority. A meeting shall be arranged by the Director of Labour Relations or Labour Relations Officer with the Business Representative of the Union within five (5) working days of receipt of the grievance in order to resolve the dispute. If the grievance is not settled at this meeting, the Director of Labour Relations or Labour Relations Officer shall notify the Union in writing within five (5) working days of the meeting.

### **Policy or Group Grievance**

- 8:07 A grievance of the Employer, or a policy or group grievance of the Union which is distinguished from an individual employee's grievance, must be sent by registered mail, or be personally delivered to the Director of Labour Relations of the Employer or the Business 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, then either party may notify the other party in writing within a further period of five (5) working days that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall contain details of the grievance, a statement of the matter in dispute and a statement of the relief sought from an arbitration board.

### **Discharge Grievance**

- 8:08 In the case of an employee being discharged, he/she may submit a grievance in writing, signed by him/her, on a grievance form supplied by the University of Toronto to the Director of Labour Relations or Labour Relations Officer within five (5) working days of his/her discharge. If the matter then is not immediately settled, the Director of Labour Relations or Labour Relations Officer shall meet with the Business Representative of the Union within a further period of five (5) working days after presentation of the grievance. If the grievance is not settled at this meeting, then either party may notify the other in writing within a further period of five (5) working days after the date of the meeting that it intends to proceed to arbitration as herein set out.
- 8:09 Saturdays, Sundays and paid holidays will not be counted in determining the time within which any action is to be taken or completed under the grievance or arbitration procedures.

## **ARTICLE 9: MEDIATION / ARBITRATION**

- 9:01 Prior to referring a matter to arbitration, the parties will discuss the possibility of mediation, in the interests of resolving disputes as early as possible.
- 9:02 If the grievance is not settled at Step Three, either party may notify the other within a further period of five (5) working days after receiving the written reply that it intends to proceed to arbitration. The notice to proceed to arbitration shall contain the details of the grievance, a precise statement of the matter in dispute, a statement of the actual remedy sought by the party from an arbitrator and the name and address of the party's nominee as arbitrator.
- 9:03 The party who receives the notice of intention to proceed to arbitration shall then notify the other party of the name and address of the party's selection of an arbitrator within ten (10) working days after receiving the notice. If the parties are unable to agree upon the selection of an arbitrator within a period of ten (10) working days, either parties shall then have the right to request the Ministry of Labour for Ontario to appoint an arbitrator.
- 9:04 Each party shall jointly and equally bear the fees and expenses of the arbitrator. No grievance may be submitted to an arbitrator unless it has been properly carried through all of the required steps of the grievance and arbitration procedures.
- 9:05 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.

- 9:06 In the event an arbitrator properly deals with a matter relating to discharge or other disciplinary action, the arbitrator has the authority to reinstate an employee with or without compensation for wages lost or to make any other award it may deem just in the event there has been a violation of this Agreement by the Employer.
- 9:07 An arbitrator shall not have any authority to make any decision which is inconsistent with the terms of this Agreement nor to add to 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 10: HIRING**

- 10:01 In the event of the Employer wishing to employ Sheet Metal Workers and Sheet Metal Apprentices, the Employer shall first apply to the Union. If, within five (5) working days, the Union cannot supply applicants satisfactory to the Employer, the Employer may then arrange to hire elsewhere. As a condition of continuing employment, any such new employee will be required to obtain Union membership on completion of the probationary period.

## **ARTICLE 11: PROBATIONARY EMPLOYEES**

11:01 New employees will be considered as probationary employees until after they have worked for a total of sixty (60) working days, from the date of last hire by the University. The University may discharge an employee at any time during the probationary period, without cause and at the sole discretion of the University.

In the event an employee is discharged he/she shall be entitled to submit a grievance under section 8:08 of the Collective Agreement.

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.

11:02 The Employer agrees that in the event that Temporary Journeyperson are employed, they shall be employed in accordance with Schedule IV.

## **ARTICLE 12: SENIORITY**

12:01 An employee will be considered on probation and will not acquire seniority until he/she has worked a total of sixty (60) working days for the Employer, when his/her seniority shall commence from the date of last hiring.

12:02 The Employer agrees to observe the seniority of employees in connection with promotions, demotions, transfers, layoffs and recalls, insofar as it is practicable to do so, providing their other qualifications are relatively equal. Promotions to supervisory positions shall not be subject to the provisions of this Agreement.

12:03 When an employee is laid off, he/she shall have the option of displacing an employee in a lower classification, providing he/she has more seniority in terms of service within the bargaining unit than the employee in the lower classification except for apprentices. It is understood that when an employee exercises this option, he/she shall be paid the rate for the lower classification.

12:04 A seniority list by classification will be prepared and forwarded to the Union office on or about the 30th day of November during the term of this Agreement.

12:05 An apprentice shall not acquire seniority until he/she has successfully completed the apprenticeship programme and has continued employment with the Employer, at which time he/she shall be credited with seniority retroactive to the date on which he/she was initially employed as an apprentice. All other rights and privileges under the Collective Agreement with the exception of Articles 11:01, 12:01, 12:02, 12:03, 28:01, and 29:01, shall apply to Apprentice Sheet Metal Workers.

12:06 Employees who continue to be employed by the Employer in an acting position outside of the bargaining unit shall continue to acquire seniority for the duration of the acting appointment.

### **Loss of Seniority**

12:07 An employee shall lose all seniority if he/she:

- a) voluntarily quits or resigns the employ of the University;
- b) is justifiably discharged;
- c) has been laid off for more than twelve (12) consecutive months; and

- d) following a layoff, fails to advise the Employer within five (5) working days of receipt of the notice to return to work of his/her intention so to return, or fails to report for work on the date and at the time specified in the said notice.
- e) is absent from work for a period of three (3) or more consecutive working days without notifying the Employer and providing a reasonable explanation for such absence:
- f) fails to return to work upon the expiration of a leave of absence, or utilizes a leave of absence for a purpose other than that for which it was granted unless excused by the Employer in writing.

### **Layoff Notice**

12:08 The Employer shall notify employees who are to be laid off five (5) working days before the layoff is to be effective. If the employee to be laid off has not had the opportunity to work five (5) full working days after notice of layoff, he/she shall be paid in lieu of that part of five (5) days during which work was not available.

12:09 The Employer shall notify employees who are to be permanently laid off in accordance with the following schedule:

- 1 year of service, less than 2 years - 2 weeks
- 2 years of service, less than 4 years - 3 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.

### **ARTICLE 13: CHANGE OF ADDRESS**

13:01 It shall be the duty of the employee to notify the Employer promptly of any change of address or telephone number. If any employee should fail to do so, the Employer will not be responsible for failure of such notice to reach the employee.

### **ARTICLE 14: TOOLS**

14:01 Journeyman Sheet Metal Workers parties to and recognized under this Agreement shall provide for themselves a tool box and the following hand tools:

Tinner's Hammers - 16 oz., Bulldog Snips, Right and Left-Handed Aircraft Snips, Screwdrivers - small, medium and large, Pliers, Rule, Scribes, Centre Punches, Trammel Points, Dividers - 6" - 12", Chalk Line, Solid Punch - 3/16", Plumb Bob, Chisels, Level, Combination or Try Square, Vise Grip Pliers, 3 - 1/2" wide Pliers (Roofing Sheet Metal Workers only), Hacksaw Frame, 1 set of Allen Wrenches, Crescent or Adjustable Wrenches.

## **ARTICLE 15: LEAVES OF ABSENCE**

### **General**

15:01 Subject to the written approval of the Designated Authority only, any employee may be granted leave of absence without pay because of personal illness or for valid personal reasons. All applications for a leave of absence must be made in writing and submitted to the Designated Authority. Any extension of a leave of absence must be applied for and granted in writing. Leave of absence will not be granted for the purpose of extending vacation entitlement.

### **Conventions and Seminars**

15:02 Subject to the approval of the Designated Authority and upon written request at least fourteen (14) days in advance, leave of absence without pay or loss of seniority shall be granted to not more than one (1) employee at any one time who may be elected or selected by the Union to attend any authorized labour convention or educational seminar. Such leave of absence is to be confined to the actual duration of the convention or educational seminar and the necessary travelling time. Such leave shall not exceed ten (10) working days per year for each employee to whom such leave is granted.

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

15:03 Where an employee is elected or appointed to a full-time office within the Union, he/she may request a leave of absence at least two (2) weeks in advance, in writing, from the Designated Authority, for a period not to exceed two (2) years. Subject to approval of the Designated Authority, he/she shall be granted a leave of absence. On the expiration of his/her term of office upon written request to the Designated Authority, which must be submitted at least two (2) weeks prior to said termination, the member shall return to his/her former position. The above described leave of absence shall be limited to one (1) employee at any one time during the term of this Agreement.

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

15:04 Employees who have been granted leave of absence shall retain their seniority acquired until said leave of absence is commenced. The employee shall not continue to acquire seniority during that time while on leave of absence where an employee has been granted sixty (60) working days or more leave of absence for valid personal reasons in accordance with and pursuant to Article 15:01 of the Agreement.

### **Compassionate Care Leave**

15:05 The Employer will grant compassionate care leave 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 Employer will pay up to the equivalent of the maximum possible weekly Employment Insurance benefit for which the employee is qualified during the two (2) week waiting period provided that the employee applies for and receives Employment Insurance benefits.

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

16:01 The standard work week shall be thirty-seven and one half (37½) and the regular working day of seven and one-half (7½) hours between the hours of 8:00 a.m. and 4:00 p.m., Monday to Friday inclusive, provided that this shall not constitute a guarantee of work per day or days of work per week. The standard lunch period shall be one-half (1/2) hour without pay during each full shift.



### **Shift Premium**

16:02 For work that is of such a nature that it cannot be performed between the hours of 8:00 a.m. and 4:00 p.m., the following shift premiums shall apply to work performed during the following hours:

**Between 4:00 p.m. and 11:59 p.m. (midnight):** Where an employee is scheduled to work during this period he/she shall be paid time and one-seventh (1 1/7) the regular hourly rate; six and one-half (6½) hours' work for seven and one-half (7½) hours' pay.

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

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

### **Hours of Work**

16:03 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 job site 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.

### **No Pyramiding**

16:04 Premium payments shall not be duplicated 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.

### **Rest Periods**

16:05 All employees will be permitted a fifteen (15) minute rest period both in the first half and in the second half of the shift.

### **Summer Hours**

16:06 During the months of July and August, the University may adjust start times in this article up to thirty (30) minutes earlier upon mutual consent.

## **ARTICLE 17: WAGES**

17:01 The Employer agrees to pay the Schedule of Wage Rates attached hereto as Schedule I, which rates shall be payable from the date of ratification for the term of this Agreement. The parties agree that the wage schedule may be adjusted during the term of the Agreement in order to transfer funds from the hourly wage rate to the welfare and pension fund. The Union agrees to notify the University in writing at least thirty (30) days prior to the effective date of transfer of above mentioned funds and the adjustment of the wage schedule. A Memorandum of Agreement will be entered into incorporating such adjustments.

### **Electronic Transfer of Wages**

17:02 All full-time employees will receive their pay on a bi-weekly basis by electronic transfer of funds in to their bank account, trust company account, or account with the Metro Credit Union. All new employees will be required to complete a Payroll Bank Authorization Card and provided a sample voided cheque on commencement of employment. In the event an employee changes banks, trust companies accounts, or credit union accounts, it is the employee's responsibility to notify the Employer by completing another Payroll Bank Authorization Form.

**ARTICLE 18: OVERTIME**

18:01 All authorized overtime shall be paid for at a rate of two (2) times the basic hourly rate.

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

**Overtime Distribution**

18:03 The Employer agrees to distribute overtime work as equitably as possible amongst employees performing work in the same classification at the same location. Employees who are requested to work overtime and fail to report to the assignment will be considered to have worked for the purpose of establishing records.

**ARTICLE 19: PAID HOLIDAYS**

19:01 All employees covered by this Agreement shall be granted the following paid holidays with pay at the employee's regular rate of pay for his/her normal number of working hours:

- |                |                           |
|----------------|---------------------------|
| New Year's Day | 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 |

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

Employees required to work on any of the above paid holidays will receive pay for time worked on such holidays at two (2) times the regular rate in addition to the regular holiday pay.

19:02 The Employer shall designate the day of observance of paid holidays in the aforementioned clause 19:01. Notice shall be sent to the Union by the Employer within a reasonable time period prior to the date of observance of the paid holiday or paid holidays.

**Paid Holidays - Overtime**

19:03 All unscheduled hours worked in excess of seven and one half (7½) hours on one of the above paid holidays shall be paid for at the rate of two (2) times the basic hourly rate.

**ARTICLE 20: VACATION WITH PAY**

20:01 Employees who have earned vacation credits after July 1<sup>st</sup> shall be entitled to vacation pay as follows:

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

3 months	4 days	4.0%
4 months	5 days	4.0%
5 months	6 days	4.0%
6 months	8 days	4.0%
7 months	9 days	4.0%
8 months	10 days	4.0%
9 months	11 days	4.2%
10 months	13 days	5.0%
11 months	14 days	5.4%
1 year	15 days	6.0%
6 years	16 days	6.4%
7 years	17 days	6.8%
8 years	18 days	7.2%
9 years	19 days	7.6%
10 years	20 days	8.0%
11 years	21 days	8.4%
12 years	22 days	8.8%
13 years	23 days	9.2%
14 years	24 days	9.6%
15 years	25 days	10.0%

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

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

20:02 The Employer shall post vacation schedules by April 15 of each year, and thereafter such schedules shall not be changed unless mutually agreed to by the employee and the Employer.

The choice of vacation period will be given to employees according to seniority in their classification. Employees having more than two (2) weeks' vacation may have such vacation continuous if taken prior to May 1 or after September, otherwise they shall have two (2) weeks during the regular vacation period and the balance of vacation before May 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. Requests for vacation period shall not be unreasonably withheld. However, the Employer reserves the authority to designate vacation periods in a manner consistent with efficient operations of the plant.

20:03 If a paid holiday falls during an employee's vacation, an extra day with pay will be allowed off in lieu of the holiday.

20:04 Vacations will be taken between the months of May and September inclusive, if possible, at a time mutually satisfactory to the employee and the Employer.

20:05 Effective May 1, 2016, the University will reduce the payment that is provided to employees who, when they cease employment, have accumulated (that is, earned but not taken) approved vacation. The reduction will be as follows:

- for those with at least 15 days annual vacation entitlement, a reduction in the payment upon cessation of employment of 4 days;
- for those with at least 20 days annual vacation entitlement, a reduction of 5 days; and,

- for those with at least 25 days annual vacation entitlement, a reduction of 6 days.

This does not preclude employees taking their outstanding vacation as time off work before they leave the University. This provision shall only apply to vacation payouts to employees leaving the University voluntarily through resignation or retirement.

## **ARTICLE 21: SICK LEAVE**

### **Definition**

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

### **Basis of Leave**

21:02 All full-time employees upon completion of sixty (60) working days shall be eligible to be granted sick leave with pay for periods of up to fifteen (15) weeks during unavoidable absence due to illness or injury not compensable under the provisions of the *Workplace Safety and Insurance Act*.

In the event of a recurrence of an illness or injury within three (3) months of a return to work following the most recent absence, such recurrence shall be deemed to be a continuation of the original illness or injury for the purpose of sick leave pay. In the event of a recurrence of an illness or injury beyond three (3) months of a return to work following the most recent absence such recurrence shall be deemed to be a new illness or injury.

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

21:04 Article 21:03 shall not apply in the first occurrence in the event an employee is absent due to an illness or injury requiring the attention of a physician or in the instance of an employee who is hospitalized, nor shall such absences be counted in determining the number of periods of absences referred to in Article 21:03.

21:05 In the event an employee is laid off and is absent from work due to illness or injury two months or less before the layoff and received notice of the layoff prior to the occurrence of the illness or injury sick leave pay shall terminate as of the effective date of the layoff. Sick leave pay shall continue beyond the date of layoff to a maximum of fifteen (15) weeks in accordance with Article 21:02 when an employee is absent from work due to illness or injury two (2) months or more in advance of the layoff, or was absent from work due to illness or injury prior to receiving notice of layoff.

### **Required to Call In**

21:06 When an employee is unable to report to work due to illness or injury, the supervisor must be notified promptly and informed by the employee him or herself (except where exceptional circumstances prevent the employee from making personal contact in a timely manner) as early as possible but not later than one (1) hour prior to the scheduled shift of the probable date when

that employee is able to return to work and at a contact number which the employee may be reached.

### **Physician's Certificate**

21:07 An employee who is absent due to illness or injury for four (4) or more consecutive working days shall furnish within ten (10) consecutive days from the commencement of such absence a certificate from his/her physician licensed to practice in the Province of Ontario covering the nature of the illness or injury and the date examined by the physician and the probable date of return to duty of the employee.

An employee, with prior written notification, may be required by the employee's Manager (or his/her designate) to provide a doctor's certificate certifying that the employee is unable to carry out the employee's normal duties due to illness or injury. The Employer will accept a facsimile copy of a doctor's certificate provided that the original certificate verified by a legally qualified and licensed medical practitioner of Ontario is provided by no later than the day of the employee's return to work

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

### **Medical Examination on Returning to Work**

21:08 Following a prolonged or serious illness, the Employer may require the employee to be certified medically fit, either by the employee's physician or a physician appointed by the Employer, before he/she returns to his/her regular duties.

### **Misuse of Sick Leave**

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

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

21:10 Where the Employer has reason to believe that the employee may not be able to safely or satisfactorily perform his/her duties, as a result of illness or injury, or for other reasons, the employee may be required to be certified by a legally qualified Medical Practitioner employed by the Employer.

### **Dispute Over Medical Examination**

21:11 Should a dispute arise between an employee and the Employer's Medical Practitioner as to the employee's fitness, the employee shall be referred to an independent medical consultant mutually agreed upon by the Union and the Employer. The consultant's opinion shall be considered the final decision as to the employee's fitness to continue to work at his/her regular occupation.

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

21:12 An employee who is prevented from performing his/her regular work with the Employer as a result of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the *Workplace Safety and Insurance Act* shall receive from the Employer the difference between the amount paid by the Workplace Safety and Insurance Board and the employee's regular salary from the first day of the said accident. Payment from the Employer shall not exceed a term of fifteen (15) consecutive weeks for each accident compensable by the Workplace Safety and Insurance Board.

### **Hospitalized During Vacation**

21:13 An employee who is hospitalized during his/her vacation period will be allowed to draw sick leave with pay for the period of time for which he/she is hospitalized in accordance with Article 21:02 providing that the employee furnishes proof of such hospitalization to his/her supervisor. The employee will be allowed to reschedule that portion of vacation during which he/she was hospitalized at a later date mutually agreeable to the employee and his/her supervisor.

### **Exceptions**

21:14 Sick leave shall not be paid to an employee on authorized leave of absence or upon termination, discharge or retirement. During a period of vacation, payment will not be made for sick leave except as provided in Article 21:13.

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

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

### **ARTICLE 23: PREGNANCY/PRIMARY CAREGIVER/PARENTAL LEAVES**

#### **Pregnancy Leave**

23:01

- (a) Pregnancy leave of absence must be applied for and granted in writing. An employee who will have completed thirteen (13) weeks of service with the University prior to the probable date of delivery, and who presents to the Department or Division Head a doctor's certificate or certificate from a midwife stating that she is pregnant and the probable date of delivery, is entitled to a pregnancy leave of absence of seventeen (17) weeks.
- (b) For employees with one (1) year of service or more the University will pay ninety-five (95) percent of salary during the two (2) week waiting period for Employment Insurance benefits, and, for the next fifteen (15) weeks, will pay the difference between Employment Insurance benefits and ninety-five (95) percent of salary, provided that the employee applies for and receives Employment Insurance benefits.
- (c) Pregnancy leave of absence shall commence at the employee's discretion, up to seventeen (17) weeks before the expected date of delivery, upon a minimum of two (2) weeks' notice being given to the University. If pregnancy-related complications force the employee to stop work before she has arranged her pregnancy leave, she has two (2) weeks from that date to give the University written notice of the date the pregnancy leave began (e.g. if the child has been born) or when the leave is to begin, with a medical certificate confirming the circumstances and the expected or actual date of birth. In such case the employee will be entitled to utilize sick leave in accordance with Article 21 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 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 defined term.
- (f) Seniority, vacation, benefits, and pensionable service continue during the period of an employee's pregnancy leave.

### **Primary Caregiver Leave**

23:02

- (a) Primary Caregiver Leave is available to a parent, other than a biological mother, who has the primary responsibility for the care of a child during the thirty-seven (37) weeks immediately following: (i) the birth of a child or; (ii) the coming of a child into the custody, care and control of a parent for the first time. Primary Caregiver Leave must be applied for and granted in writing with a minimum of two (2) weeks' notice and is available to an employee who will have completed thirteen (13) weeks of service prior to the date of application.
- (b) An employee making such an application must confirm in writing that the employee will in fact have the primary responsibility for the care of the child during the period of the leave applied for (e.g. for a father or same-sex parent, because the mother is unavailable or has returned to work; for an adoptive parent, because the parent will be the primary caregiver for some period of time after the child comes into the custody, care, and control of an adoptive parent for the first time).
- (c) In the case of an adoption, the Primary Caregiver Leave may be split between two parents.
- (d) 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 ten (10) 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. In the case of an adoption, the Primary Caregiver Leave shall not apply to adoptions which arise through the blending of families.
- (e) In the case of an employee whose employment is limited to a defined term, any Primary Caregiver Leave will be limited to and not extend beyond the period of time remaining in the defined term.
- (f) Seniority, vacation, benefits, and pensionable service continue during an employee's Primary Caregiver Leave, provided the employee fulfills any requirements for said continuation.

### **Parental Leave**

23:03

- (a) An employee who is a parent of a child and who has been employed with the University for thirteen (13) weeks is entitled to an unpaid parental leave following the birth of the child or the coming of the child into a parent's custody, care, and control for the first time. Both parents will be eligible to take a parental leave as follows:
  - up to thirty-five (35) weeks of parental leave for birth mothers;
  - up to thirty-seven (37) weeks of parental leave for all other new parents, such as birth fathers, adoptive parents and same sex partners
- (b) For employees who take pregnancy leave, parental leave commences when her pregnancy leave ends or when the baby first comes into custody, care, and control of the birth mother.

For other parents, parental leave must commence within fifty-two (52) weeks after the birth or after the child first comes into the custody, care, and control of a parent. This provision is not available to employees who have taken Primary Caregiver leave.

- (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.

#### **ARTICLE 24: PATERNITY LEAVE**

- 24:01 Upon the birth or adoption of a child a father shall be granted up to two (2) days' paid leave of absence.

Application for such leave shall be submitted in writing to the employee's supervisor, at least five (5) days in advance. Paternity leave must be taken within the first (1st) month of the birth or adoption.

#### **ARTICLE 25: BEREAVEMENT LEAVE**

- 25:01 In the event of the death of a member of the immediate family or a member of his/her household or a person whose relationship is not defined below the impact of which is comparable to that of the immediate family e.g., same-sex partner, an employee will be granted, upon request, up to a maximum of five (5) working days without loss of regular pay for attendance at or to make the necessary arrangements for the funeral or memorial service.

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

#### **ARTICLE 26: MEAL ALLOWANCE**

- 26:01 Employees required to work an extra continuous shift as overtime will be supplied with two (2) free meals, the value to be not more than fifteen (15) dollars per meal or the equivalent amount in cash, in addition to overtime rates paid. If an employee is required to work overtime a complete half (1/2) shift immediately following the employee's regular shift, he/she will be



supplied with one (1) free meal, the value to be not more than fifteen (15) dollars per meal or the equivalent amount in cash, in addition to overtime rates paid.

In the event twenty-four (24) hours' notice is given to the employee where overtime work is scheduled meal allowance will not be paid.

#### **ARTICLE 27: RECALL**

27:01 Any employee who has completed his/her regular shift and is recalled to work shall receive a minimum of three (3) hours' pay at the overtime rate, or the number of hours worked at the applicable overtime rate. This clause shall not be applicable when an employee is instructed to report early for a regular shift.

#### **ARTICLE 28: PAID PERSONAL LEAVE OF ABSENCE**

28:01 Commencing July 1<sup>st</sup> of each year, each member of the bargaining unit shall be allowed for good reason up to four (4) days' paid leave of absence annually. Such leave of absence shall not accrue from one year to another if not used in that year. Each application for leave of absence must be made in writing to the supervisor, and shall indicate the reason for the application therefor. Written requests for leave of absence must be submitted to the supervisor at least five (5) working days in advance. The supervisor will provide the employee with an answer within two (2) working days after receiving the written request. Employees shall not be allowed to use leaves of absence for purposes of extending vacations or the day prior to or following a paid holiday.

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

29:01 The Employer agrees to provide five (5) uniforms (shirts and pants) to all full-time employees initially when hired. The Employer will also supply a winter jacket, spring jacket, and summer shirts to full-time employees when required, and will replace worn out clothing as required. The Employer will supply appropriate seasonal clothing, as determined by the Employer, to temporary employees who have been hired for a minimum period of three (3) consecutive months or more.

Employees will be required as a condition of employment to wear such clothing while on duty. Upon termination or layoff, employees are required to return any clothing with University of Toronto identification.

#### **ARTICLE 30: SAFETY SHOE OR BOOT ALLOWANCE**

30:01 Where the Employer requires safety shoes or boots to be worn as a condition of employment, the Employer will pay to the employee a safety shoe or boot allowance of up to one hundred and seventy five dollars (\$175) annually, upon production of original receipts.

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

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

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

## **ARTICLE 32: PROMOTIONS**

### **Trial Period**

32:01 The successful applicant shall be placed on trial for a period of sixty (60) working days from the assumption of new duties. Conditional on satisfactory service, such trial promotions shall be confirmed after the period of sixty (60) working days. In the event the successful candidate proves unsatisfactory in the position during the aforementioned trial period, he/she shall be returned to his/her former position without loss of seniority and at his/her former wage rate. Any other employee promoted because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority and at his/her former wage rate.

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

32:02 Any such employee shall be given the opportunity to revert to his/her former position and conditions, if he/she so requests, within thirty (30) working days from the assumption of new duties, and the provisions of the immediately preceding paragraph shall apply to such reversion.

## **ARTICLE 33: WORK DONE BY SUPERVISORS**

33:01 Employees who are not in the bargaining unit will not perform duties normally done by those employees who are covered by this Agreement, except for the purpose of instruction, experimenting or in emergencies where regular employees are not available, or to the extent that bargaining unit employees are deprived of overtime work assignments.

## **ARTICLE 34: JOB SECURITY**

34:01 It is the declared intention of the Employer to provide for the security of the employees covered by the terms of this Agreement to the extent consistent with the obligation of the Employer to undertake the operations and administration of the University of Toronto, in the most efficient and economic manner possible in order that it may satisfactorily discharge its public responsibilities. It is agreed that any employee, with the exception of apprentices, who is employed by the Employer with two (2) years of service or more shall not be laid off by reason of the Employer contracting out the work being performed by such employees.

## **ARTICLE 35: HEALTH AND WELFARE**

35:01 The Employer agrees to make payments to the Sheet Metal Workers' Health and Welfare Plan, as set out in Schedule III.

## **ARTICLE 36: JOINT MEMBERSHIP PLAN**

36:01 The Employer agrees that employees covered by this Agreement are eligible for this plan as set out in Schedule V.

## **ARTICLE 37: GENERAL**

37:01 The collective agreement will be posted on the University's Human Resources and Equity website and the link to said website will be provided to all employees in the bargaining unit.

**ARTICLE 38: MODIFICATION OR TERMINATION**

- 38:01 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 three (3) months prior to the expiry date of this Agreement that it desires to amend or terminate it.
- 38:02 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 is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings prescribed under the *Ontario Labour Relations Act* have been completed, whichever date should first occur.

**IN WITNESS WHEREOF** each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on November 9, 2015.

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

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*Vice-President, Human Resources & Equity*

---

*Secretary, Governing Council*

**AND**

**THE SHEET METAL WORKERS INTERNATIONAL ASSOCIATION, LOCAL 30**

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*Business Manager and Financial Secretary*

**SCHEDULE I: WAGE SCHEDULE**

Sheet Metal Workers - F/T L30  
Personnel Area: 0001  
Personnel Subarea: 1700  
Pay Scale Type: 26  
Pay Scale Area: 01

	Job	Pay Scale Group	PS level	01.05.2015 Amount	01.05.2016 Amount	01.05.2017 Amount
<i>Apprentice</i> * not to be set up in HRIS, 7.9.00 (the 01U rates are captured in the collective agreement only)	*	01U	01	13.12	13.25	13.42
			02	16.45	16.61	16.82
			03	19.73	19.93	20.18
			04	23.02	23.25	23.54
			05	26.30	26.56	26.89
Shtmetal Worker	223	02U		32.86	33.19	33.60
Shtmetal Worker-Ldhd	222	03U		36.82	37.19	37.65
Shtmetal Worker- Working Foreperson	893	04U		38.49	38.87	39.36



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**SCHEDULE II: DESIGNATED AUTHORITY**

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

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**SCHEDULE III: WELFARE AND PENSION PLAN**

Effective May 01, 2012, the Employer shall pay \$8.67 per hour (\$2.94 Welfare and \$5.73 Pension) for each hour worked for all hourly-rated employees to the Sheet Metal Workers' Welfare and Pension Plan. Effective May 01, 2013, the Employer shall pay \$8.73 per hour (\$2.94 Welfare and \$5.79 Pension) for each hour worked for all hourly-rated employees to the Sheet Metal Workers' Welfare and Pension Plan. Effective May 01, 2014, the Employer shall pay \$8.79 per hour (\$2.94 Welfare and \$5.85 Pension) for each hour worked for all hourly-rated employees to the Sheet Metal Workers' Welfare and Pension Plan. Contributions made to the Pension Plan will be made at two (2) times the hourly contribution rate for each overtime hour worked.

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

Employer payments are to be made payable to the Administrator, Sheet Metal Workers' Welfare Plan.

The parties agree that the wage schedule may be adjusted during the term of the Agreement in order to transfer funds from the hourly wage rate to the welfare and pension plan. The Union agrees to notify the University in writing at least thirty (30) days prior to the effective date of transfer of above mentioned funds and the adjustment of the wage schedule. A Memorandum of Agreement will be entered into incorporating such adjustments.

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**SCHEDULE IV: TEMPORARY JOURNEYPERSON SHEET METAL WORKERS**

The Employer and the Union agree that when the University employs Temporary Journey person Sheet Metal Workers, supplied by the Union, the following conditions shall govern such employment:

1. Temporary Journey person Sheet Metal Workers shall be employed for a period not to exceed nine (9) continuous calendar months; and
2. Temporary Journey person Sheet Metal Workers shall be entitled only to the following terms and conditions of the current collective agreement between the parties;
  - a) discrimination • Article 2:01 to 2:06 inclusive
  - b) union representation • Article 5:05
  - c) suspension or discharge • Article 7:01
  - d) grievance procedure • Articles 8:01 to 8:09 inclusive
  - e) arbitration • Articles 9:01 to 9:07 inclusive
  - f) hiring • Article 10:01
  - g) hours of work • Article 16:01
  - h) shift premium • Article 16:02
  - i) rest periods • Articles 16:05
  - j) overtime • Articles 18:01 and 18:02

Temporary employees employed with the University for sixty (60) working days or more shall also be entitled to Jury Duty or Crown Witness Service (Article 22:01), to a maximum of five (5) days, and should they work on a statutory holiday they will be paid at two (2) times their hourly rate for all hours worked on that day.

All other terms and conditions of the collective agreement shall not be applicable to Temporary Journey person Sheet Metal Workers.

The Employer shall pay to Temporary Journey person Sheet Metal Workers the current wage rates, pension and welfare contributions payable to Full-time Journey person Sheet Metal Workers as outlined in Schedule I and III in the current collective agreement. For clarity, as per point 2 above, Temporary Journey person Sheet Metal Workers are not eligible to participate in any of the University's own benefits plans, including, but not limited to, the Health and Dental Plans, the Vision Care Plan, the Group Life and Survivor Income Plan, the Long Term Disability Plan, and the Joint Membership Plan.

Contributions for the Union Pension Plan and Union Welfare benefits and paid holiday allowance shall be made monthly on behalf of the employee to Local 30, Sheet Metal Workers' International Association Welfare Committee together with forms supplied by the Administrator and completed by the Employer showing the names of employees upon whose behalf the contributions were made.

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

A Temporary Journey person Sheet Metal Worker who exceeds nine (9) continuous calendar months of service shall acquire seniority in accordance with Articles 12:01 and 12:02.

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**SCHEDULE V: JOINT MEMBERSHIP PLAN**

Employees who are members of the Sheet Metal Workers' International Association, Local 30 bargaining unit are eligible for membership in the Joint Membership Plan for Staff of the University of Toronto, subject to the provisions established with respect to such membership.

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

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

November 9, 2015

Mr. Henry Vertolli  
Business Representative  
Sheet Metal Workers' International Association, Local 30  
14 Cosentino Drive  
Scarborough, Ontario  
M1P 3A2

Dear Mr. Vertolli,

For each twelve (12) month period (beginning May 1, 2000 to April 30, 2001) the University will designate three (3) days on which employees do not have to work and in respect of which employees will suffer no loss of regular straight-time pay.

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

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

Yours truly,

Alex Brat  
Director, Labour Relations



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

November 9, 2015

Mr. Henry Vertolli  
Business Representative  
Sheet Metal Workers' International Association, Local 30  
14 Cosentino Drive  
Scarborough, Ontario  
M1P 3A2

Dear Mr. Vertolli,

It is agreed for the duration of the present collective agreement that an employee shall have the option of requesting equivalent time off for time earned between May 1st and April 30th\_in lieu of overtime payment or for working on a paid holiday to a fixed annual maximum of seventy-five (75) hours total.

Such lieu time off, if approved, shall be granted at a date mutually agreeable to the employee and his/her supervisor. Time off in lieu will not be granted in the event that overtime would be incurred by this arrangement.

Employees must use their lieu time prior to April 30<sup>th</sup> otherwise the employee will receive payment at the applicable rate. It will be the responsibility of the employee to indicate his/her desire for lieu time, otherwise the employee will be paid the overtime premium for working on a paid holiday.

Yours truly,

Alex Brat  
Director, Labour Relations

## LETTER OF INTENT: PAID PERSONAL LEAVE OF ABSENCE

November 9, 2015

Mr. Henry Vertolli  
Business Representative  
Sheet Metal Workers' International Association, Local 30  
14 Cosentino Drive  
Scarborough, Ontario  
M1P 3A2

Dear Mr. Vertolli,

Set out below is a list of reasons to be used as a guideline for the granting of paid personal leave of absence in accordance with the terms of the collective agreement. These guidelines shall be applied consistently to full-time members of the bargaining unit.

- Care of family member
- Parent-Teacher interviews
- School trips or concerts
- Stepping in when a regular caregiver is away
- Observance of religious holidays
- Professional appointments
- Court appearances
- Moving
- Supplementing a bereavement leave
- Writing examinations
- Attending to emergency situations

The parties agree that it is advantageous for these appointments to be scheduled in such a way as to minimize workplace disruption.

Yours truly,

Alex Brat  
Director, Labour Relations

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

November 9, 2015

Mr. Henry Vertolli  
Business Representative  
Sheet Metal Workers' International Association, Local 30  
14 Cosentino Drive  
Scarborough, Ontario  
M1P 3A2

Dear Mr. Vertolli,

### **Replacement**

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

### **Security**

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

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

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

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

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

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

Yours truly,

Alex Brat  
Director, Labour Relations

**LETTER OF INTENT: COVERALLS**

November 9, 2015

Mr. Henry Vertolli  
Business Representative  
Sheet Metal Workers' International Association, Local 30  
14 Cosentino Drive  
Scarborough, Ontario  
M1P 3A2

Dear Mr. Vertolli,

It is the intention of the University to supply coveralls through the storekeeper to be used when required for specific job assignments.

Yours truly,

Alex Brat  
Director, Labour Relations

**LETTER OF INTENT: PRESIDENTIAL HOLIDAYS**

November 9, 2015

Mr. Henry Vertolli  
Business Representative  
Sheet Metal Workers' International Association, Local 30  
14 Cosentino Drive  
Scarborough, Ontario  
M1P 3A2

Dear Mr. Vertolli,

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

It is the intention of the Employer that whatever holidays other than those specified in the Agreement which are declared by the President of the University during the life of the Agreement shall also be extended to the employees covered by the collective agreement. Where it is not possible to release the employees from service on that day, an equivalent amount of time off with pay will be granted at a later date, wherever possible at a time mutually convenient to the employee and the Employer.

Yours truly,

Alex Brat  
Director, Labour Relations

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

November 9, 2015

Mr. Henry Vertolli  
Business Representative  
Sheet Metal Workers' International Association, Local 30  
14 Cosentino Drive  
Scarborough, Ontario  
M1P 3A2

Dear Mr. Vertolli,

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

Yours truly,

Alex Brat  
Director, Labour Relations

**LETTER OF INTENT: SAFETY GLASSES EYE EXAM**

November 9, 2015

Mr. Henry Vertolli  
Business Representative  
Sheet Metal Workers' International Association, Local 30  
14 Cosentino Drive  
Scarborough, Ontario  
M1P 3A2

Dear Mr. Vertolli,

In the event that an employee requires corrective eyewear and it is a workplace requirement to wear safety glasses, it is agreed that the Employer will compensate bargaining unit employees up to a maximum of sixty dollars (\$60.00) every two (2) years for an eye exam, to ensure that the employees prescription safety glasses are appropriate.

Employees will be reimbursed monies upon the Employer's receipt of proof of payment.

Yours truly,

Alex Brat  
Director, Labour Relations

**LETTER OF INTENT: TECHNOLOGICAL CHANGE**

November 9, 2015

Mr. Henry Vertolli  
Business Representative  
Sheet Metal Workers' International Association, Local 30  
14 Cosentino Drive,  
Scarborough, Ontario  
M1P 3A2

Dear Mr. Vertolli,

It is agreed that technological change shall be deemed as a significant change in work methods, machinery or equipment.

The Employer will provide advance notice to the Union of technological changes that may affect the employment of employees in the bargaining unit. The Employer shall, wherever possible, discuss the planning and implementation of such changes. Where practicable, the Employer will provide training to employees to lessen the impact of such changes on the bargaining unit.

Yours truly,

Alex Brat  
Director, Labour Relations



**LETTER OF INTENT: DISCUSSIONS WITH UTM AND UTSC**

November 9, 2015

Mr. Henry Vertolli  
Business Representative  
Sheet Metal Workers' International Association, Local 30  
14 Cosentino Drive  
Scarborough, Ontario  
M1P 3A2

Dear Mr. Vertolli,

The University agrees to hold a Union/Management meeting with the Union to discuss operational needs in relation to sheetmetal work requirements at University of Toronto Mississauga and University of Toronto Scarborough within 120 days of ratification of the renewal collective agreement.

Yours truly,

Alex Brat  
Director, Labour Relations

**LETTER OF INTENT: WELFARE AND PENSION**

November 9, 2015

Mr. Henry Vertolli  
Business Representative  
Sheet Metal Workers' International Association, Local 30  
14 Cosentino Drive  
Scarborough, Ontario  
M1P 3A2

Dear Mr. Vertolli,

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

Yours truly,

Alex Brat  
Director, Labour Relations

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

November 9, 2015

Mr. Henry Vertolli  
Business Representative  
Sheet Metal Workers' International Association, Local 30  
14 Cosentino Drive  
Scarborough, Ontario  
M1P 3A2

Dear Mr. Vertolli,

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

Yours truly,

Alex Brat  
Director, Labour Relations

## **INTRODUCTION**

In order to assist staff members who have dependants or a spouse or partner who wish to pursue University studies towards their first undergraduate degree or certificate, the Employer will extend to the dependants of such staff members a waiver of the academic tuition fee for specific University of Toronto programmes. The terms and conditions of this staff benefit are described below.

## **TERMS OF REFERENCE**

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

For the purposes of this policy:

- Dependant shall include the natural, legally adopted, step or foster child of the employee or spouse, who is not engaged in active employment and is dependent on the employee or spouse for financial support, and is under the age of twenty five (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 twenty-five percent (25%) or more, or sessionals. In the case of part-time staff members, the benefit will be pro-rated in accordance with the part-time appointment.
- Dependant, spouse or partner proceeding towards a degree or first certificate in a qualifying programme (not special students). Qualifying programs are described under PROVISIONS (below).
- Staff members on approved leave of absence who have a commitment to return to their job, who are maintaining enrolment in all benefit programs.

## **PROVISIONS**

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

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

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

Programmes in the following areas are also not eligible:  
Royal Conservatory of Music

School of Continuing Studies  
Woodsworth College diplomas

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

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

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

**LETTER OF INTENT: EDUCATIONAL ASSISTANCE**

November 9, 2015

Mr. Henry Vertolli  
Business Representative  
Sheet Metal Workers' International Association, Local 30  
14 Cosentino Drive  
Scarborough, Ontario  
M1P 3A2

Dear Mr. Vertolli,

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

It is agreed that the University may amend the aforesaid Policy from time to time.

Yours truly,

Alex Brat  
Director, Labour Relations

## **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 prorated 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:

- (a) a University of Toronto or Ontario Institute for Studies in Education degree 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) dollars per year, so long as the employee has already received a tuition waiver under this policy; or
- (b) a University of Toronto course taken as part of the "academic bridging" programme, or
- (c) a University of Toronto course taken as a "special student", or
- (d) 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.
- (e) courses offered by the School of Continuing Studies that are work or job related, up to a maximum of five hundred (\$500) dollars per course, and personal interest courses for which a taxable benefit is assessed up to a maximum of two hundred and fifty (\$250) dollars per course, with a combined maximum six (6) courses per academic year.

Courses should be taken outside of normal working hours. However, if the course is not otherwise available, one such course at a time may be taken during normal working

hours provided the approval of the Department Head is obtained and alternative work arrangements are made.

2. Fifty (50) percent Tuition Reimbursed

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

- 1) Individual skill improvement courses which are related to the staff member's present job or to jobs in the same field to which the staff member might logically aspire.
- 2) Courses of study leading to undergraduate certificates, diplomas or degrees offered at recognized educational institutions. Such courses must either be an asset to the staff member in the performance of his/her present job or directly related to his/her potential career. Individual courses, even though unrelated, will qualify provided they are a part of an eligible certificate, diploma or degree program.



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

November 9, 2015

Mr. Henry Vertolli  
Business Representative  
Sheet Metal Workers' International Association, Local 30  
14 Cosentino Drive  
Scarborough, Ontario  
M1P 3A2

Dear Mr. Vertolli,

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

Yours truly,

Alex Brat  
Director, Labour Relations

## **APPENDIX A: POOLED EMPLOYEE CHILD-CARE BENEFIT PLAN**

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

### PART 1

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

### PART 2

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

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

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# COLLECTIVE AGREEMENT

- BETWEEN -

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

- AND -

The Sheet Metal Workers' International Association,  
Local 30

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

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