University of Toronto Proposal – final offer for full and final settlement – May 30, 2017 @ 12:00pm

Withdrawn if not accepted by May 30, 2017

MEMORANDUM OF SETTLEMENT
BETWEEN

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

and

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
AND IT'S LOCAL 353
(Machinists Unit)
(hereinafter referred to as "the Union")

MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

1. The members of the parties' respective negotiating committees hereby agree to unanimously recommend to their principals for ratification a renewal collective agreement on the terms and conditions set out herein.

2. The term of the renewal collective agreement shall be from May 1, 2015 to April 30, 2018.

3. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expires on April 30, 2015, provided, however, that the following amendments are incorporated:

4. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto
   a. The provisions of the renewal collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties, except as specifically stated regarding wages.

5. All attached items numbered 1 to 12 are incorporated.

FOR THE UNIVERSITY

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>May 1, 2015</td>
<td>1.00%</td>
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<tr>
<td>May 1, 2016</td>
<td>1.00%</td>
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<tr>
<td>May 1, 2017</td>
<td>1.25%</td>
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2) Effective July 1, 2017, the Vision Plan maximum will increase from $350 to $400 per person.

3) Effective July 1, 2017, add coverage for naturopathy (ND designation), homeopathy, acupuncture (Acupuncturists of Ontario accreditation), osteopaths and Occupational Therapy to the existing paramedical coverages (chiro/physio/RMT) under the existing combined maximum of $700 annually.

4) Effective on the date of ratification, the Extended Health Care plan will be modified to increase the number of wigs from one (1) to two (2).

5) All new employees hired on or after date of ratification, must have a minimum of ten (10) years of service and must be in receipt of a monthly pension from the University Pension Plan in order to be eligible to participate in the retiree benefits available at the time of retirement.

6) Effective November 1, 2015 the University will reduce the payment that is provided to employees who, when they cease employment, have accumulated (that is, earned but not taken) approved vacation. The reduction will be as follows:
   - for those with at least 15 days annual vacation entitlement, a reduction in the payment upon cessation of employment of 4 days;
   - for those with at least 20 days annual vacation entitlement, a reduction of 5 days; and,
   - for those with at least 25 days annual vacation entitlement, a reduction of 6 days.

This does not preclude employees taking their outstanding vacation as time off work before they leave the University. This provision shall only apply to vacation payouts to employees leaving the University.
7) Revise Schedule X: Temporary Industrial Mechanics/Millwrights as per the attached document.

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

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Article 3: Discrimination

Amend as follows:

3:01

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

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Article 7: Union Representation

Amend as follows:

7:04

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

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Article 18: Hours of Work

Telephone Calls Contact Outside Of The Workplace

Amend as follows:

18:04 An employee who has completed his/her regular shift and is contacted at his/her home outside of the workplace by an authorized person about business matters shall be paid one and one-half ($1\frac{1}{2}$) hours' pay for each such matter call, provided he/she is not required to report for duty on a recall or provided he/she is not required to report to the job site.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 32: CLOTHING

Amend as follows:

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

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Article 41: Modification or Termination

Amend 41:01 as follows:

41:01 This Agreement shall continue in force and effect until April 30, 2015 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.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
**SCHEDULE X: Temporary Industrial Mechanics/Millwrights**

Amend as follows:

The Employer and the Union agree that when the Employer employs Temporary Industrial Mechanics/Millwrights the following conditions shall govern such employment:

1. Temporary Industrial Mechanics/Millwrights shall be employed for a period not to exceed six (6) **nine (9)** continuous calendar months;

2. Temporary Industrial Mechanics/Millwrights shall be entitled only to the following terms and conditions of the current collective agreement dated November 30, 2004 between the parties;

   a) Union Security and Checkoff
   b) Suspension or Discharge
   c) Grievance Procedure (except in cases of layoff)
   d) Arbitration
   e) Wages
   f) Hours Of Work and Overtime
   g) Clothing

   All other terms and conditions of the Collective Agreement shall not be applicable to Temporary Industrial Mechanics/Millwrights.

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

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

A Temporary Industrial Mechanic/Millwright who exceeds six (6) **nine (9)** continuous calendar months of service shall acquire seniority in accordance with Articles 13:01 to 13:05 inclusive.

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

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
NEW LETTER OF INTENT: SAFETY GLASSES EYE EXAM

August 27, 2015

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

Dear Mr. Martin,

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

Yours truly,

Alex Brat  
Director, LR Operations

For the University  
[Signature]  
For the Union  
[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
The University and the Union agree to RENEW, AMEND or DELETE as specified below the following Letters of Agreement/Understanding/intent for the term of the renewal Collective Agreement:

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

For the University

For the Union

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