MEMORANDUM OF AGREEMENT

BETWEEN

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

- and -

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

MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

1. The members of the parties' respective negotiating committees hereby agree to unanimously recommend 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, 2018 to April 30, 2021.

3. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expires on April 30, 2018, provided, however, that the following amendments are incorporated:

   a. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto

4. 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 and expressly noted.

5. All attached items numbered 1 to 41 are incorporated.

FOR THE UNIVERSITY

[Signature]

FOR THE UNION

[Signature]
University of Toronto Economic Proposal - CONFIDENTIAL – April 20/18 @ 3:00PM

1) Across-the-Board (ATB) Increases and One-Time-Only (OTO) adjustment to Schedule I: Wages

May 1, 2018 1.80% ATB increase to be applied to April 30, 2018 base salary

May 1, 2018 0.68% Special OTO adjustment to April 30, 2018 base salary (not compounded with May 1, 2018 ATB increase)

May 1, 2019 2.00% ATB increase

May 1, 2020 2.00% ATB increase

2) Effective May 1, 2018, the shift premiums set out in Article 14:04 (a) and (b) shall be increased by twenty (20) cents per hour.

3) Effective May 1, 2018, the wage premium paid to employees assigned to the positions of acting supervisor or acting chief engineer set out in Article 14:05 shall be increased to three dollars and fifty cents ($3.50) per hour.

4) The University will provide a Retiring Allowance outside of the pension plan equivalent to two (2) months of base wages to each of up to nine (9) employees, who are eligible for an unreduced pension, on the following basis:

i) During a one (1) month window from June 1, 2018 to June 30, 2018, the University will accept applications from eligible employees for retirement on or after August 31, 2018, but no later than December 31, 2020.

ii) If there are more than nine (9) applications received during this period, the nine (9) employees with the most seniority will be approved for the Retiring Allowance and their retirement date shall be irrevocable. Any employees not approved for the Retiring Allowance will have the option to rescind their application for retirement.

iii) If there are less than nine (9) applications in total during this period, the University will approve any such applications and will reopen the window for an additional one (1) month period from June 1, 2019 to June 30, 2019 for retirement on or after August 31, 2019, but no later than April 30, 2021.

iv) If there are still less than nine (9) applications in total during this period, the University will approve any such applications and will reopen the window for an additional one (1) month period from June 1, 2020 to June
30, 2020 for retirement on or after August 31, 2020, but no later than April 30, 2021.

v) Retirement dates for all those approved for the retiring allowance shall be subject to management approval based on operational requirements.

vi) The total number of approved Retiring Allowances shall not exceed nine (9).

For clarity, eligible employees are those who, upon their elected retirement date, are eligible for an unreduced pension under one of the following Pension Plan provisions:
- aged 60 with age + service equal to at least 80 points; OR
- aged 65; OR,
- at or beyond their Normal Retirement Date (defined under the Pension Plan as the June 30th coincident with or next following their 65th birthday).

5) Effective July 1, 2018, add coverage for eye exams to a maximum of $90 per person every 24 months to the Vision Plan.

6) Effective July 1, 2018, include coverage for cochlear implants under the existing maximum for Hearing benefits.

7) Effective July 1, 2018, the Paramedical Plan combined maximum will increase from $700 to $800 annually.
   - Massage therapy by a Registered Massage Therapist without requirement for a prescription

8) Effective July 1, 2018, the Dental Plan will include:
   - Implants under Major Dental Services (subject to the 'alternate benefit clause' provisions)
   - Maximum for Major Restorative will increase from $1,500 to $1,800 annually
   - Maximum coverage for orthodontia will increase from $2,500 to $2,650

9) Effective as of date of ratification, expand coverage under the existing Psychology benefit maximum of $2,000 to include MSW and psychotherapist.

10) Effective as of date of ratification, the Extended Health Care plan will be modified to provide wigs in the case of alopecia.
11) Effective as of date of ratification, the Extended Health Care plan will be modified to provide partial coverage for continuous glucose monitors for Type I diabetes.

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
4:06 The Union executive will be allowed a maximum of twenty-four (24) twenty (20) hours per month release time paid by the employer to allow for Union business. One (1) Union executive member or a combination of Union executive members can use this allocation. The Union will provide the University with five (5) days written notice of when the release time will be required.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
6:03 The Employer agrees to pay not more than six (6) members, including the Union President, of the bargaining committee for any time lost from their regular employment for the purpose of conducting negotiations for contract renewal. In addition, the Employer agrees to pay those identified above up to twelve (12) eight (8) hours pay for any time lost from their regular employment for the purpose of preparation for negotiations for contract renewal.

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

14:04

(a) Effective May 1, 2018, all employees should be paid a shift premium of eighty-five (85) sixty-five (65) cents per hour for all hours worked on the afternoon shift where the majority of hours worked fall between 16:00 hours and 24:00 hours.

(b) Effective May 1, 2018, all employees should be paid a shift premium of ninety-five (95) seventy-five (75) cents per hour for all hours worked on the night shift where the majority of hours worked fall between 00:00 hours and 08:00 hours.

Designated as Supervisor or Acting Chief Supervisor

14:05 Employees assigned to the position of acting supervisor or acting chief engineer, shall receive a wage premium of three dollars and fifty cents ($3.50) three (3) dollars per hour in addition to his/her their regular wage rate for each hour designated.

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Pregnancy Leave
20:02

(a) Pregnancy leave of absence must be applied for and granted in writing. An employee who will have completed thirteen (13) weeks of service with the University prior to the probable date of delivery, and who presents to the Department or Division Head a doctor's certificate or certificate from a midwife stating that she the employee 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 weekly salary during the two (2) one (1) week waiting period for Employment Insurance pregnancy benefits, and, for the next fifteen (15) weeks, will pay the difference between the weekly Employment Insurance benefits and ninety-five (95) percent of weekly salary, provided that the employee applies provides proof that the employee has applied for and receives is receiving Employment Insurance benefits and the amount of those benefits.

The weekly top-up payment will be calculated using the weekly EI benefit that would be payable to the employee (i.e. 55%) without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the Employment Insurance Act. In no event will the top-up payment exceed the difference between 95% of the employee's actual weekly rate of pay in effect on the last day worked prior to the commencement of the leave and the sum of the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the Employment Insurance Act.

(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 the employee has arranged her their pregnancy leave, she the employee has two (2) weeks from that date to give the University written notice of the date the pregnancy leave began (e.g., if the child has been born) or when the leave is to begin, with a medical certificate confirming the circumstances and the expected or actual date of birth. In such case the employee will be entitled to utilize sick leave in accordance with Article 18 until the actual birth of the baby, the expected date of delivery or the date she the employee intended to start her pregnancy leave as stated in her their 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 their return to work to an earlier date, she the employee must give the University four (4) weeks' written notice of the date on which she intends they intend 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, the employee must give the University four (4) weeks' written notice before the date the leave was to end.

(e) In the case of an employee on a sessional appointment, or whose employment is limited to a defined term, any pregnancy leave will be limited to and not extend beyond the period of time remaining in the session or defined term.

(f) Seniority, vacation, benefits, and pensionable service continue during the period of an employee's pregnancy leave.

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

Paternity Non-Birth Parent Leave

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

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

Parental Leave

20:04

(a) An employee who is a parent of a child and who has been employed with the University for thirteen (13) weeks is entitled to an unpaid parental leave following the birth of the child or the coming of the child into a parent's custody, care, and control for the first time. Both parents will be eligible to take parental leave as follows:

   i) up to thirty-five (35) weeks of parental leave for birth-mothers employees who take pregnancy leave;
   ii) up to thirty-seven (37) weeks of leave for all other new parents, such as birth fathers, adoptive parents and same-sex partners; or
   iii) such shorter or longer period of time as might be required under the Employment Standards Act, 2000 from time to time.

(b) For employees who take pregnancy leave, parental leave commences when her the pregnancy leave ends or when the baby first comes into custody, care, and control of the birth mother parent. For all other new 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 or such other time as may be specified under the Employment Standards Act, 2000 from time to time.

(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 the employee does not specify when the leave will end, it will be assumed that he/she the employee
wishes to take the maximum leave in accordance with Article 20:04(a)(i) or (ii), as applicable.

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 the employee must give the University four (4) weeks’ written notice of the date on which he/she intends to return.

(f) If an employee wishes to change the date of return to work to a later date (of not later than the maximum length of leave), the employee must give the University four (4) weeks’ written notice before the date the leave was to end.

(g) Seniority, vacation, benefits, and pensionable service continue during an employee’s parental leave, provided the employee fulfills any requirements for said continuation.

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

For the University

For the Union

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

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

For the University

[Signature]

For the Union

[Signature]

UofT & Unifor, Local 2003

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Safety Shoes or Boots Allowance

30:02 The Employer requires safety shoes or boots to be worn as a condition of employment. The Employer will reimburse pay to the employees annually beginning on May 1, for a safety shoes or boots allowance of one hundred and seventy-five (175) dollars, upon production of original receipts as follows:

Effective May 1, 2018 up to one hundred eighty-five (185) dollars;

Effective May 1, 2019 up to one hundred ninety-five (195) dollars;

Effective May 1, 2020 up to two hundred (200) dollars.

The University will endeavour to reimburse members in a timely fashion.

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

For the University

For the Union

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

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

Engineer A  
- employed as a 2nd class operating engineer and has acquired a 2nd class operating engineer's certificate with a minimum of one (1) year of operating engineer's experience.

Engineer B  
- employed as a 3rd class operating engineer and has acquired a 3rd class operating engineer's certificate with a minimum of (1) year of operating engineer's experience.

Engineer C  
- employed as a 4th class operating engineer and has acquired a 4th class operating engineer's certificate with a minimum of one (1) year operating engineer's experience.

Trainee I  
- Completed one (1) year in the University's operating engineer trainee program.

Trainee II  
- starting level in the University of Toronto trainee program.

BMS Technician I  
- employed as a 3rd class Operating Engineer, and has a minimum of three (3) years experience as a BMS Technician II.

BMS Technician II  
- employed as a 3rd class Operating Engineer, and has a minimum of two (2) years experience as a BMS Technician III.

BMS Technician III  
- employed as a 3rd class Operating Engineer, and has a minimum of three (3) years Operating Engineer experience.

For the University  

For the Union  

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

UofT & Unifor, Local 2003
The University and the Union agree to number and RENEW, AMEND or DELETE as specified below the following Letters of Intent for the term of the renewal Collective Agreement:

- Letter of Intent: Scheduling RENEW
- Letter of Intent: Alternative Scheduling AMEND
- Letter of Intent: Time off in Lieu of Overtime Payment/Paid Holiday RENEW
- Letter of Intent: Temporary Transfers RENEW
- Letter of Intent: Job Classification Downgrading RENEW AMEND
- Letter of Intent: Health and Safety Certification Training AMEND
- Letter of Intent: Health and Safety RENEW
- Letter of Intent: New Technology and/or New Equipment RENEW
- Letter of Intent: Full Utilization of the Bargaining Unit RENEW
- Letter of Intent: Pension Plan RESERVE—MONETARY DELETE AMEND
- Letter of Intent: Union Meetings RENEW
- Letter of Intent: St. George Campus Shift Operations to Address Single Plant Safety Issues AMEND
- Letter of Intent: Lead Hand Rate at St. George Central Steam Plant RENEW AMEND
- Letter of Intent: Child Care Benefit Pool AMEND
- Joint Letter of Intent: Joint Training Working Group RENEW

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
LETTER OF INTENT: JOB CLASSIFICATION DOWNGRADING

May 1, 2015

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

Dear Mr. Beek Teran,

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

Yours truly,

Alex Brat
Executive Director, Labour Relations

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
LETTER OF INTENT: PENSION PLAN

May 1, 2015  DATE

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

Dear Mr. Beck Teran,

During the term of the collective agreement, and unless otherwise required by law, no changes will be made to the required participant contributions provisions or benefit provisions of the University of Toronto Pension Plan in respect of employees who are members of the bargaining unit will be subject to negotiation between the University and the Union. If the parties do not reach agreement, then they will jointly select and appoint a single arbitrator who will hear the matter and issue an award binding on the parties. The parties may agree to engage in mediation with a jointly selected and appointed mediator prior to commencing binding arbitration.

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

Yours truly,

Alex Brat
Executive Director, Labour Relations

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
LETTER OF INTENT: LEAD HAND RATE AT ST. GEORGE CENTRAL STEAM PLANT

May 1, 2015 DATE

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

Dear Mr. Beck Teran,

Shift Engineers (Engineer A) at the St. George Central Steam Plant will be paid at the Lead Hand rate during the term of the 2018-2021 Collective Agreement, afternoon and evening shifts and on weekends.

Yours truly,

Alex Brat
Executive Director, Labour Relations

For the University

For the Union

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

UofT & Unifor, Local 2003
LETTER OF AGREEMENT: IMPACT OF EMPLOYMENT INSURANCE LEGISLATIVE CHANGES

DATE

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

Dear Mr. Teran,

The parties agree that an employee who is entitled to and provided with salary during the one-week waiting period and top up pursuant to Article 20:02(b) will receive one paid week of leave ("Parental Transition Week") immediately following the end of their EI pregnancy or parental leave (the end of their combined leaves for employees who take both pregnancy and parental leave). This Parental Transition Week will be in addition to the leave entitlement set out in Article 20:02(a).

During the Parental Transition Week, employees will be paid 100 per cent of their weekly salary.

Yours truly,

Alex Brat
Executive Director, Labour Relations

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
LETTER OF INTENT: CCMS

DATE

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

Dear Mr. Teran,

During the 2018 round of collective bargaining, the Union expressed concerns about the future of the Central Control and Monitoring System ('CCMS') function. To help alleviate these concerns, the University explained its current plans in respect of CCMS, including the evolving role of Building Management Systems Technicians. This role will be significant for operational advances in building management, as well as energy, greenhouse gas reduction, and overall synchronistic operations. These operational advances will be facilitated through site operational monitoring, i.e. central steam plant to individual buildings, at a holistic/overall systems level (as opposed to the level of individual equipment) through understanding of energy flows, building mechanical and electrical controls, and automation integrity. This evolution is intended to increase the overall significance of the CCMS function and strengthen the capability of bargaining unit staff who will be trained to help ensure ongoing stability and future success.

Yours truly,

Alex Brat
Executive Director, Labour Relations

For the University

For the Union

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Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
**Sexual Violence and Sexual Harassment**

3:03 Sexual harassment shall be considered discrimination under Article 3:01 of this Agreement.

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

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

- and/or

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

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

3:04 The University will provide an environment where employees are not subjected to sexual violence and sexual harassment. Employees will not engage in sexual violence and sexual harassment. In assessing whether sexual violence or sexual harassment may have occurred, the definitions and standards set out in the Ontario Human Rights Code, the Occupational Health and Safety Act and the University's Policy on Sexual Violence and Sexual Harassment, as they exist from time to time, although they do not form part of the collective agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section.

For clarity, the University’s current Policy on Sexual Violence and Sexual Harassment defines “sexual violence” as meaning: “any sexual act or act targeting a person’s sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person’s consent, and includes Sexual Assault, Sexual Harassment, stalking, indecent exposure, voyeurism, and sexual exploitation.”

For clarity, the current Ontario Human Rights Code provides that “[e]very person who is an employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by his or her employer or agent of the employer or by another employee.” For further clarity, the current Ontario Human Rights Code defines harassment as “engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome”. For further clarity, the University’s current Policy on Sexual Violence and Sexual Harassment defines “sexual harassment” as including: “any sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome. Sexual harassment also includes a reprisal or a threat of reprisal for the rejection
of a sexual solicitation or advance, where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person.”

3:05 Employees making a report under the University’s Policy on Sexual Violence and Sexual Harassment shall have the right to be accompanied by a Union representative at any stage of the process.

3:06 The time limit for making a report under the University’s Policy on Sexual Violence and Sexual Harassment or filing a grievance alleging sexual harassment under this Collective Agreement shall be no longer than twelve (12) months after the occurrence of the matter that is the subject of the report/grievance. The parties may agree to extend the time limit for filing a grievance in cases where unusual circumstances beyond the employee’s control prevented the employee from grieving within the time limit.

A grievance alleging sexual violence or sexual harassment shall be filed at Step 2. The Executive Director, Labour Relations (or designate) will give a written decision to the Union within sixty (60) working days of receipt of the written grievance. If the grievance remains unresolved, the Union may refer the grievance to arbitration pursuant to Article 10 of this Collective Agreement.

3:07 No information relating to the grievor’s personal background or lifestyle shall be admissible during the grievance or arbitration process.

3:08 An employee who makes a report of sexual violence or sexual harassment, may request, through the Union, to discontinue contact with the respondent. Every effort shall be made to separate the parties in their employment relationship, without the complainant suffering any penalty. The University and the Union agree to treat requests to discontinue contact as confidential to those directly involved.

3:09 Witnesses who give information and/or evidence in a complaint of sexual violence or harassment shall suffer no penalty or reprisal.

3:10 In the event the University decides to investigate a Report of sexual violence and/or sexual harassment under the Policy on Sexual Violence and Sexual Harassment, where both the Complainant and the Respondent are Unifor, Local 2003 members, both the Complainant and the Respondent shall be entitled to raise an objection to the University’s choice of investigator on the basis of procedural fairness with respect to the choice of investigator, within six (6) working days of being notified of the choice of investigator. The Complainant or Respondent making such objection shall provide the reasons and grounds therefor. The University shall give due consideration to all such objections and respond in writing within four (4) working days of receiving the objection. In its response, the University shall either replace the investigator or provide the rationale for the University’s decision not to replace the investigator. All objections and related correspondence and decisions will be retained for the record.
Bullying and Personal Workplace Harassment

3:0611 The University will provide an environment where members of the bargaining unit employees are not subjected to bullying—and personal workplace harassment. Employees will not engage in workplace harassment. In assessing whether bullying and personal workplace harassment may have occurred, the definitions and standards set out in the Occupational Health and Safety Act and the University's civility-guidelines Workplace Harassment Program (including the University's Human Resources Guideline on Civil Conduct, and the University's Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory Harassment), as they exist from time to time, although they do not form part of the collective agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section. For clarity, the current Occupational Health and Safety Act defines “workplace harassment” as: “engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome”. For clarity, workplace harassment may occur while on University of Toronto premises and in work-related activities or social events occurring off-campus. For clarity, workplace harassment that occurs through electronic means is covered by this Article.

An employee may file a grievance alleging a course of conduct amounting to bullying and personal workplace harassment if, after the University has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfied with the outcome. Such grievance will be filed at Step 2 of the grievance procedure. If not resolved at Step 2, the parties may agree to mediation or facilitation before an agreed upon mediator or facilitator must occur before arbitration takes place. The mediation or facilitation will be confidential and without prejudice to the rights of either party.

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

Training

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

For the University

[Signature]

For the Union

[Signature]

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

UofT & Unifor, Local 2003
ARTICLE 8: SUSPENSION OR DISCHARGE

8:01 An employee who has been suspended or discharged shall be advised in writing of the reason therefor. Whether called or not, the Steward or Union designate and Union Executive will be advised in writing or via electronic mail within one (1) two (2) working days (24 48 hours) of the fact of suspension or discharge and the reason therefore.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 9: GRIEVANCE PROCEDURE

Informal Step

9:01 The purpose of this article is to establish a procedure for settlement of grievances. It is the intent of this agreement to adjust as quickly as possible any complaints or differences between the parties arising from the interpretation, application, administration, or alleged violation of this agreement. An employee having a potential grievance arising out of the interpretation, application, administration, or alleged violation of the collective agreement, will first take up the matter with his/her their supervisor who will attempt to adjust it. The supervisor or designate will respond within four (4) working days of the alleged violation.

Step One

9:02 Failing satisfactory settlement under Article 9:01, an employee may request his/her their supervisor to call the Union Steward to handle a specified grievance. The word "specified" as used in this paragraph is interpreted by the parties hereto to mean an employee is required to "state the nature of the grievance". The supervisor will arrange to send for the Union Steward without undue delay and without further discussion of the grievance. The grievor shall submit the grievance in writing within fifteen (15) working days of the occurrence of the matter. Within five (5) working days of the submission of the grievance, the designated authority*, the grievor and the Union Steward shall meet.

The designated authority shall give his/her their answer in writing within three (3) four (4) working days after the grievance meeting.

*Designated Authority (see Schedule II)

For the University

For the Union

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

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

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

Employees who are unavailable to work any overtime because they are on supervisor approved vacation, supervisor approved Health & Safety business, supervisor approved University business, or Union release for Union business shall not be considered to have worked for the purpose of establishing records on overtime distribution.

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

For the University

For the Union

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

UofT & Unifor, Local 2003
17:04 Vacation credits shall be used within twelve (12) calendar months from July 1st of the date on which they were granted, except under exceptional circumstances and where mutual agreement is reached between the employee and the supervisor Designated Authority to extend vacation to the following year.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 21: PAID PERSONAL LEAVE OF ABSENCE

21:01 Effective July 1, 2004 and commencing each additional Commencing July 1st of each year, each member of the bargaining unit shall be allowed for good reason up to four (4) days’ or up to eight (8) half days’ paid leave of absence annually. Subject to operational requirements and approval of the supervisor, employees shall be permitted to take such leave of absence in increments of one (1) hour. Such leave of absence shall not accrue from one year to another if not used in that year. Each application for leave of absence must be made, in writing, to the supervisor, and shall indicate the reason for the application therefor. Written requests for leave of absence must be submitted to the supervisor at least five (5) working days in advance, except in cases of emergency. The supervisor will provide the employee with an answer within two (2) working days after receiving the written request. Employees shall not be allowed to use leave of absence for purposes of extending vacations or the day prior to or following a paid holiday.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 23: VACANCIES AND TRANSFERS

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

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 26: TECHNOLOGICAL CHANGE

26:01 The Employer will make every effort to notify and discuss with the Union at least three (3) six (6) months in advance before the introduction of any technological changes that may affect the employment of the employees in the bargaining unit covered by the Unifor, Local 2003. The Employer will discuss the proposed changes with the Union with the view to retraining, relocating and assisting any employee who may be displaced as a result of the said technological change.

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 31: MODIFICATION OR TERMINATION

31:01 This Agreement shall continue in force and effect until April 30, 2021, and thereafter shall automatically renew itself for periods of one (1) year each unless either party notifies the other in writing within the period of ninety (90) days prior to any expiry date that it desires to amend or terminate this Agreement.

31:02 In the event of notice being given requesting negotiations to amend the Agreement, the negotiations shall commence within fifteen (15) days following receipt of such notification. If, pursuant to such negotiations, an agreement on the amendment to this Agreement is not reached prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE XX: COACHING LETTERS

XX:01 The University and the Union recognize that coaching letters are a non-disciplinary method of addressing concerns with an employee. For clarity, coaching letters shall not form a step in the progressive discipline process and shall not be relied upon to increase the severity of discipline imposed.

Coaching letters shall be removed from the employee’s file when twelve (12) months of active employment (i.e., days actually at work at the University) have elapsed since the date of issue. For clarity, a new coaching letter may be issued at any time.

All coaching letters shall be clearly identified as such in the subject line of the letter.

For the University

For the Union

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

UofT & Unifor, Local 2003
LETTER OF INTENT: ALTERNATIVE SCHEDULING

May 1, 2015 DATE

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

Dear Mr. Beek Teran,

During the life of this agreement Within thirty (30) days of ratification of the renewal collective agreement, the parties agree to meet to discuss a possibility of alternative schedules for all campuses. Topics for discussion shall include summer hours and shift rotation (MAD/DAM).

Yours truly,

Alex Brat
Executive Director, Labour Relations

For the University

For the Union

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

UoT & Unifor, Local 2003
LETTER OF INTENT: HEALTH AND SAFETY CERTIFICATION TRAINING

May 1, 2015

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

Dear Mr. Beck Teran,

The University agrees to provide to three (3) members of the bargaining unit the training at the Occupational Health and Safety Workers’ Centre to certify them as Health & Safety representatives for the life of this agreement.

Yours truly,

Alex Brat
Executive Director, Labour Relations

For the University

For the Union

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

UoT & Unifor, Local 2003
LETTER OF INTENT: ST. GEORGE CAMPUS SHIFT OPERATIONS TO ADDRESS SINGLE PLANT AND SAFETY ISSUES

May 1, 2015 Date

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

Dear Mr. Beck Teran,

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

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

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

UofT & Unifor, Local 2003
These changes are implemented to resolve problems with our traditional reporting structure and to improve our operations in the following ways:

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

Yours truly,

Boon Teak Lee **Gurmel Multani**
Chief Operating Engineer & Manager CSP  
Alex Brat  **Executive** Director, Labour Relations

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*Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.*
LETTER OF INTENT: CHILD CARE BENEFIT POOL

May 1, 2015 - DATE

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

Dear Mr. Beck Teran,

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

Yours truly,

Alex Brat  
Executive Director, Labour Relations

For the University  
[Signature]

For the Union  
[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
LETTER OF INTENT: Sustainability Committee

[DATE]

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

Dear Mr. Teran,

The University and the Union recognize the importance of protecting the environment and promoting environmentally sustainable practices in the workplace. To that end, during the life of this Collective Agreement, the parties agree to meet and discuss establishing a sustainability committee with the aim of exploring initiatives and practical measures that address issues related to sustainability, climate change, the University's carbon footprint, and minimizing the unnecessary consumption of resources.

Yours truly,

Alex Brat
Executive Director, Labour Relations

For the University

For the Union

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

UofT & Unifor, Local 2003
LETTER OF INTENT: CENTRAL HEALTH & SAFETY COMMITTEE

DATE

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

Dear Mr. Teran,

During the current round of collective bargaining, the University and the Union agreed to establish a Central Health & Safety Committee made up of eight (8) members, four (4) appointed by the Union and four (4) appointed by the University, as follows: two (2) Union and two (2) University members from the St. George campus, and one (1) Union and one (1) University member from each of UTM and UTSC. The Central Health & Safety Committee shall meet three (3) times per year, once at each campus.

The University and the Union further agreed that the first meeting of the Central Health & Safety Committee will be held at the St. George campus within ninety (90) days of ratification of the renewal collective agreement. The purpose of the first meeting shall be to commence discussions establishing the terms of reference for the Central Health & Safety Committee. For clarity, the Central Health & Safety Committee shall not be considered or deemed to be a Joint Health & Safety Committee (JHSC) in accordance with the Occupational Health & Safety Act or any other applicable legislation.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

For the University  

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
LETTER OF INTENT: OVERTIME OPPORTUNITIES – ST. GEORGE CAMPUS

DATE

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

Dear Mr. Teran,

During the current round of collective bargaining, the University and the Union discussed the availability of employees at the St. George campus to work overtime. It is agreed that for the duration of the present Collective Agreement, once the Overtime Distribution process set out in Article 15:03 has been satisfied the University may fill any remaining overtime requirements from a list of volunteers. The list of volunteers will contain the names of those employees on the St. George campus who wish to be contacted for supplemental overtime opportunities as they occur from time to time. The list of volunteers will be reviewed and updated every six (6) months. For clarity, there shall be no requirement for the University to utilize this list and the University may continue to engage contractors and/or external workers as it deems appropriate.

Yours truly,

Alex Brat
Executive Director, Labour Relations

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
The University and the Union agree to implement the following in the renewal Collective Agreement:

- any/all references to 'Director, Labour Relations' shall be changed to 'Executive Director, Labour Relations'

- gender-neutral language throughout

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