WITHDRAWN IF NOT ACCEPTED TODAY

THURSDAY, AUGUST 2, 2018 @ 3:00PM

MEMORANDUM OF AGREEMENT

BETWEEN

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

-and-

CARPENTERS’ DISTRICT COUNCIL OF ONTARIO ON BEHALF OF
CARPENTERS AND ALLIED WORKERS, LOCAL 27
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA
(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, 2022.

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 25 are incorporated.

FOR THE UNIVERSITY

[Signature]

FOR THE UNION

[Signature]
DATED AT TORONTO THIS 2nd DAY OF AUGUST 2018
University of Toronto Economic Proposal - CONFIDENTIAL – August 2, 2018 @ 11:30am

1) Across-the-Board (ATB) Increases to Schedule I: Wages

   May 1, 2018  1.80% ATB increase to be applied to April 30, 2018 base salary for all employees actively employed in the bargaining unit on the date of ratification
   May 1, 2019  2.00% ATB increase
   May 1, 2020  2.00% ATB increase
   May 1, 2021  2.00% ATB increase

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

4:02 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") and the Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory Harassment constitute 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, the Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory Harassment, 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.

For the University

[Signature]

For the Union

[Signature]
Sexual Violence and Sexual Harassment

4:03 Sexual harassment shall be considered discrimination under Article 4:01 of this Agreement.

4:04 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 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.

4:05 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.

4:04 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.”

4:05 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.

4:06 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 3. 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 11 of this Collective Agreement.

4:07 No information relating to the grievor's personal background or lifestyle shall be admissible during the grievance or arbitration process.

4:08 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.

4:09 Witnesses who give information and/or evidence in a complaint of sexual violence or harassment shall suffer no penalty or reprisal.

4:10 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 Carpenters, Local 27 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.

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 13: PROBATIONARY EMPLOYEES

13:01 New employees will be considered as probationary employees until after they have worked for a total of sixty (60) ninety (90) working days, from the date of last hire by the Employer. The Employer may discharge an employee at any time during the probationary period, without cause and at the sole discretion of the Employer.

In the event an employee is discharged, he/she they shall be entitled to submit a grievance under section 10:08 of the collective agreement.

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

13:02 The Employer agrees that in the event that Temporary Journeypersons are employed, they shall be employed in accordance with Schedule VIII.

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 14: SENIORITY

14:01 An employee will be considered on probation and will not acquire seniority until he/she the employee has worked a total of sixty (60) ninety (90) working days for the Employer, when his/her their seniority shall commence from the date of last hiring.

For the University

For the Union

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

17:09 During the months of July and August, the start times in this article may be adjusted up to thirty (30) minutes one (1) hour earlier upon mutual consent one (1) month written notice to the employees with a copy to the Union. The University will first ask for volunteers from among those employees who normally perform the required work. If insufficient volunteers are identified the University will assign employees in reverse order of seniority.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 17: HOURS OF WORK

Telephone Calls

17:XX An employee who has completed their regular shift and is contacted outside of the workplace by an authorized person about business matters shall be paid one and one-half (1 1/2) hours' pay for each such matter, provided the employee is not required to report for duty on a recall or to report to the job site.

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 19: VACATION WITH PAY

19:01 Employees who have earned vacation credits after July 1 shall be entitled to vacation pay as follows:

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

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

Vacation pay will be pro-rated in the event an employee has received payment under Long Term Disability or in the event Workplace Safety and Insurance claims exceed fifteen (15) consecutive weeks. Vacation payments will also be pro-rated in the event an employee has been granted an unpaid leave of absence in accordance with Article 16:01.

EFFECTIVE APRIL 30, 2014:

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

<table>
<thead>
<tr>
<th>Length of Continuous Service as of July 1st</th>
<th>Vacation Entitlement (Length of Vacation with Pay at Regular Hourly Rate)</th>
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Vacation pay will be pro-rated in the event an employee has received payment under Long Term Disability or in the event Workplace Safety and Insurance claims exceed fifteen (15) consecutive weeks. Vacation payments will also be pro-rated in the event an employee has been granted an unpaid leave of absence in accordance with Article 16:01.

19:02 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 wishing to split vacation in prime time, July 1 to September 15, may do so, but can only exercise their seniority for one period. Requests for vacation periods shall not be unreasonably withheld; however, the Employer reserves the authority to designate vacation periods in a manner consistent with efficient operations of the plant.

With written approval of the Manager, employees shall be permitted to carry forward vacation credits to a fixed maximum of five (5) days.

For the University

For the Union

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

UofT & Carpenters, Local 27
ARTICLE 23: 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 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 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 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 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 20 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 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), she 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.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 24: PARENTAL LEAVE

24:01

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

(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 parental 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 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 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 24:01(a)(i) or (a)(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 their intent to take the parental leave.

e) If an employee on parental leave wishes to change the date of his/her their 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 they intend to return.

f) If an employee wishes to change the date of return to work to a later date (but 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.
ARTICLE 25: PATERNITY NON-BIRTH PARENT LEAVE

25:01 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 five (5) days in advance. Paternity Such leave must be taken within the first month of the birth or an adoption.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 33: SAFETY SHOES ALLOWANCE

33:01 Where the Employer requires safety shoes or boots to be worn as a condition of employment, the Employer will pay to the reimburse employees annually, beginning on May 1, for a safety shoes or boots as set out below, upon submission of original allowance of one hundred and seventy-five (175) dollars annually upon production of receipts.

Safety shoes or boots must be Canadian Standards Association approved (including green triangle patch), and be in serviceable condition as determined by the employee’s supervisor.

Effective date of ratification of the 2018 – 2022 collective agreement 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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 37: DURATION AND MODIFICATION OF AGREEMENT

37:01 This Agreement shall continue in effect until April 30, 2018 2022 and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing within the period of three (3) months next preceding the expiration date of this Agreement that it desires to amend or terminate it.

37:02 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur.

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 & Carpenters, Local 27
SCHEDULE III: DUES SUPPLEMENT

The Employer shall deduct from each employee's wages a dues supplement of forty-seven (47) dollars per month of each employee covered by this Collective Agreement. The Employer will forward this amount together with the monies payable hereunder to the Pension and Welfare Plan. Such amounts on receipt will be immediately paid to the Carpenters' Union Supplement Fund.

EFFECTIVE May 1, 2013:

The Employer shall deduct from each employee's wages a dues supplement of forty-seven (47) dollars per month, as well as a dues deduction of $0.25 $0.50 per hour for each hour worked for each hourly-rated employee covered by this Collective Agreement. The Employer will forward such amount together with the monies payable hereunder to the Pension and Welfare Plan. Such amounts on receipt will be immediately paid to the Carpenters' Union Supplement Fund.

For the University

For the Union

________________________

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
The following LETTERS OF INTENT shall be renewed, amended or deleted, as follows:

- LOI: Bi-Weekly pay
- LOI: Labour/Management Committee
- LOI: Replacement and Security of Tools
- LOI: Presidential Holidays
- LOI: Release of Steward
- LOI: Temporary Lead Hand Position
- LOI: Paid Personal Leave of Absence
- LOI: Tuition Waiver for Dependents
- LOI: Educational Assistance
- LOI: Job Related Training
- LOI: Lead Hands/Working Foreperson
- LOI: Three Days Off with Pay
- LOI: Designated Authorities
- LOI: Time Off In Lieu of Overtime Payment/Paid Holiday
- LOI: Child Care Benefit Pool
- Joint LOI: Apprenticeships

RENEW

RENEW

RENEW

RENEW

RENEW

RENEW

AMEND

RENEW

RENEW

RENEW

RENEW


For the University

For the Union

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

UofT & Carpenters, Local 27
LETTER OF INTENT: THREE DAYS OFF WITH PAY

May 23, 2014 DATE

Mr. Paul Daly
Vice President Carpenters’ District Council of Ontario on
behalf of Carpenters and Allied Workers, Local 27
222 Rowntree Dairy Road
Woodbridge, Ontario
L4L 9T2

Dear Mr. Daly,

In each twelve (12) month period beginning (May 1, 2001 to April 30, 2002, of any year) 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 to by the employee and his or her supervisor.

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

These days are not “Holidays” for any purpose under the collective agreement, including Article 18: Paid Holidays.

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.

UofT & Carpenters, Local 27
LETTER OF INTENT: TIME OFF IN LIEU OF OVERTIME PAYMENT/PAID HOLIDAY

May 23, 2014 DATE

Mr. Paul Daly
Vice President Carpenters' District Council of Ontario on
behalf of Carpenters and Allied Workers, Local 27
222 Rowntree Dairy Road
Woodbridge, Ontario
L4L 9T2

Dear Mr. Daly,

It is agreed that for the duration of the present collective agreement, an employee shall have the option of requesting equivalent time off for time earned between May 1st and April 30th in lieu of overtime payment or for working on a paid holiday, to a fixed annual (May 1 – April 30) maximum of thirty-seven and one-half (37 1/2) seventy-five (75) hours. Such lieu time off, if approved, shall be granted at a date mutually agreeable to the employee and his/her their supervisor. Time off in lieu will not be granted in the event that overtime would be incurred by this agreement.

Employees must use their time prior to April 30th; otherwise the employee will receive payment at the applicable rate. Employees may request, prior to April 1st, to carry forward a maximum of thirty-seven and one-half (37 1/2) hours from their lieu-time bank. It will be the responsibility of the employee to indicate his/her their desire for lieu time. Otherwise, the employee will be paid the overtime or working on a paid holiday premium.

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 AGREEMENT: IMPACT OF EMPLOYMENT INSURANCE LEGISLATIVE CHANGES

DATE

Mr. Paul Daly
Vice President
Carpenters' District Council of Ontario on
behalf of Carpenters and Allied Workers, Local 27
222 Rowntree Dairy Road
Woodbridge, ON L4L 9T2

Dear Mr. Daly,

During the 2018 round of collective bargaining, the parties discussed amendments to the Employment Insurance (EI) Act reducing the waiting period to receive benefits under the EI Act from two weeks to one week for pregnancy and parental leaves, as well as the impact of that reduction on the payments made by the University to employees taking pregnancy leave under the collective agreement.

Under the terms of the collective agreement in place up to the current round of negotiations, the University compensated employees taking pregnancy leave at 95 per cent of their weekly salary for the two week waiting period for pregnancy leave benefits. Therefore, the legislative changes result in the elimination of one week of leave with 95 per cent of salary for such employees.

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 23:01(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 23:01(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

[Signature]

For the Union

[Signature]

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

UofT & Carpenters, Local 27