MEMORANDUM OF AGREEMENT

BETWEEN

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

And

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
AND ITS LOCAL 353
(Locksmiths 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 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 expired 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 2 are incorporated.

FOR THE UNIVERSITY

FOR THE UNION

[Signatures]
DATED AT TORONTO THIS 17th DAY OF December 2018
University of Toronto Economic Proposal – CONFIDENTIAL – December 17, 2018 @ 2:00 p.m.

1. Across-the-Board (ATB) Increase and One-Time-Only (OTO) adjustment:
   i. 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 ratification date.
   ii. May 1, 2018 0.70% Special OTO adjustment to April 30, 2018 base salary (not compounded with May 1, 2018 ATB increase) for all employees actively employed in the bargaining unit on the ratification date.

2. The following wage schedule will become effective on May 1, 2018

<table>
<thead>
<tr>
<th>Job</th>
<th>Pay Scale Group</th>
<th>PS Level</th>
<th>01.05.18 Amount</th>
<th>01.05.19 Amount</th>
<th>01.05.20 Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Locksmith Trainee</td>
<td>177</td>
<td>01U</td>
<td>18.58</td>
<td>$18.95</td>
<td>$19.33</td>
</tr>
<tr>
<td>Locksmith</td>
<td>176</td>
<td>02U</td>
<td>26.01</td>
<td>$26.53</td>
<td>$27.06</td>
</tr>
<tr>
<td>Locksmith Leadhand</td>
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<td>$32.22</td>
<td>$32.86</td>
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<tr>
<td>Project Coordinator</td>
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<td>37.17</td>
<td>$37.91</td>
<td>$38.67</td>
</tr>
<tr>
<td>Locksmith Working</td>
<td>184</td>
<td>04U</td>
<td>40.90</td>
<td>$41.72</td>
<td>$42.55</td>
</tr>
<tr>
<td>Foreperson</td>
<td></td>
<td></td>
<td>42.65</td>
<td>$43.50</td>
<td>$44.37</td>
</tr>
</tbody>
</table>

3. Benefit Improvements: Employees actively employed in the bargaining unit and eligible covered dependents if applicable
   i. Effective February 1, 2019 add coverage for eye exams to a maximum of $90 per person every 24 months to the Vision Plan.
   ii. Effective February 1, 2019, include coverage for cochlear implants under the existing maximum for Hearing benefits.
   iii. Effective February 1, 2019 the Paramedical Plan combined maximum will increase from $700 to $800 annually.
    - Massage therapy by a Registered Massage Therapist without requirement for a prescription.
   iv. Effective February 1, 2019, 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.
   v. Effective February 1, 2019, expand coverage under existing Psychology benefit maximum of $2,000 to include MSW and psychotherapist.
   vi. Effective February 1, 2019, the Extended Health Care plan will be modified to provide two (2) wigs in the case of alopecia.
   vii. Effective February 1, 2019, the Extended Health care plan will be modified to provide partial coverage for continuous glucose monitors for Type I diabetes.

University of Toronto & International Brotherhood of Electrical Workers Local 353 (Locksmiths)
University of Toronto and IBEW 353 Locksmiths
WITHOUT PREJUDICE
December 17, 2018

FOR THE UNIVERSITY

[Signature]

Loc-Anne Hill

[Signature]

Ashley Parker

FOR THE UNION

[Signature]
Workplace Harassment and Workplace Violence

3:05 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 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]

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

University of Toronto & International Brotherhood of Electrical Workers Local 353 (Locksmiths)
ARTICLE 14 PROBATIONARY EMPLOYEES

14:01 New continuing employees will be considered as probationary employees until after they have worked for a period 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.

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

In the event an employee is discharged he/she the employee shall be entitled to submit a grievance under section 11:08 of the Collective Agreement.

15:02 The Employer agrees that in the event that Temporary Locksmiths Journeymen are employed, they shall be employed in accordance with Schedule X.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 15: SENIORITY

15:01 An employee will be considered on probation and will not acquire seniority until he/she the employee has worked for 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.
An employee shall lose all seniority and be deemed terminated if he/she the employee:

a) voluntarily quits, resigns or retires the employ of the University;
b) is justifiably discharged;
c) has been laid off for more than twenty-four (24) consecutive months; and
d) following a layoff, fails to advise the Employer within five (5) working days of receipt of notice to return to work of his/her their intention to return, or fails to report for work on the date and at the time specified in the said notice; or,
e) is absent from work for five (5) consecutive working days without notifying the Employer, and providing a reasonable explanation for such absence, in which case the employee shall be deemed to have resigned their employment with the Employer.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 18: HOURS OF WORK

18:01 The standard work week shall be thirty-seven and one-half (37\(\frac{1}{2}\)) hours and the regular working day of seven and one-half (7\(\frac{1}{2}\)) hours between the hours of 8:00 a.m. and 4:00 p.m., Monday to Friday inclusive, provided this shall not constitute a guarantee of hours of work per day or days of work per week. Subject to operational requirements, the University will endeavor to ensure the standard lunch period shall be one-half (1/2) hour from 12 noon to 12:30 pm without pay during each full shift.

Shift Premium

18:02 For work that is of such a nature that it cannot be performed between the hours of 8:00 a.m. and 4:00 p.m., the following shift premiums shall apply to work performed during the following hours:

Between 4:00 p.m. and 11:59 p.m. (midnight): Where an employee is scheduled to work during this period the employee he/she shall be paid time and one-seventh (1\(\frac{1}{7}\)) the regular hourly rate; six and one-half (6\(\frac{1}{2}\)) hours' work for seven and one-half (7\(\frac{1}{2}\)) hours' pay.

Between 12:00 a.m. (midnight) and 8:00 a.m.: Where an employee is scheduled to work during this period the employee he/she shall be paid time and one-third (1\(\frac{1}{3}\)) the regular hourly rate; five and one-half (5\(\frac{1}{2}\)) hours' work for seven and one-half (7\(\frac{1}{2}\)) hours' pay.

In the event of a shift change employees will be given five (5) working days notice.

Recall

18:03 Any employee who has completed their regular shift and is recalled to work shall receive a minimum of four (4) hours' pay at the applicable overtime rate or the number of hours worked, whichever is greater. A “recall” is defined as a return to work which begins outside of the regularly pre-scheduled shift. This clause shall not be applicable when an employee is instructed to report early for a regular shift where such early start commences 2 hours or less prior to the scheduled shift.

Contact Outside of the Workplace

18:04 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\(\frac{1}{2}\)) hours' pay for each such matter, provided the employee he/she is not required to report for duty on a recall or provided the employee he/she is not required to report to the job site.
Standby Pay

18:05 When employees are requested to be on standby they will be paid two (2) hours’ pay for each day of standby. It is understood that standby will be voluntary and a standby list will be compiled of all employees who wish to participate. All overtime worked as a result of standby will not be included in the overtime distribution list.

No Pyramiding

18:06 Premium payments shall not be duplicated under any of the terms of this Agreement. If premium payments are provided under two or more provisions of this Agreement, then payments shall be made under the single provision which provides the highest rate of pay.

Rest Period

18:07 All employees will be permitted a fifteen (15) minute rest period both in the first half and in the second half of the shift.

Regular Summer Hours

18:08 During the months of July and August Department Specific Start times in clauses 18:01 and 18:02 may be adjusted up to thirty (30) two (2) hours minutes one (1) hour earlier upon ten (10) one (1) month written notice to the employees with a copy to the Union, mutual consent. 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 22: VACATION WITH PAY**

22:01 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 Premium 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>5.4%</td>
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<tr>
<td>1 year</td>
<td>15 days</td>
<td>6.0%</td>
</tr>
<tr>
<td>6 years</td>
<td>16 days</td>
<td>6.4%</td>
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<tr>
<td>7 years</td>
<td>17 days</td>
<td>6.8%</td>
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<tr>
<td>8 years</td>
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<td>7.2%</td>
</tr>
<tr>
<td>9 years</td>
<td>19 days</td>
<td>7.6%</td>
</tr>
<tr>
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<td>20 days</td>
<td>8.0%</td>
</tr>
<tr>
<td>11 years</td>
<td>21 days</td>
<td>8.4%</td>
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<tr>
<td>12 years</td>
<td>22 days</td>
<td>8.8%</td>
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<tr>
<td>13 years</td>
<td>23 days</td>
<td>9.2%</td>
</tr>
<tr>
<td>14 years</td>
<td>24 days</td>
<td>9.6%</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 prorated 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 prorated in the event an employee has been granted an unpaid leave of absence in accordance with Article 17:01.

22:02 An employee with the prior approval of their manager shall be permitted to carry forward into the next vacation year up to five (5) unused vacation days. Approval to carry forward vacation must be obtained by the employee not later March 30th of each year. Approval shall not be unreasonably withheld.

22:03 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.

University of Toronto & International Brotherhood of Electrical Workers Local 353 (Locksmiths)
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 (1) period. Requests for vacation period shall not be unreasonably withheld. However, the Employer reserves the authority to designate vacation periods in a manner consistent with efficient operations of the plant.

22:034 If a paid holiday falls during an employee's vacation, an extra day with pay will be allowed off in lieu of the holiday.

22.045 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.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 23: SICK LEAVE

Definition

23:01 Sick leave is defined as absence because of an employee's illness or injury not incurred in the performance of regular duties, or absence because of quarantine through exposure to contagious disease, or because of an accident for which compensation under the Workplace Safety and Insurance Act is not payable. The purpose of the Sick Leave Plan is to provide against loss of earnings for University employees who are prevented by sickness or accident from performing their regular duties.

Basis of Leave

23:02 All full-time employees upon completion of sixty (60) working days shall be eligible to be granted sick leave with pay for periods of up to fifteen (15) weeks during unavoidable absence due to illness or injury not compensable under the provisions of the Workplace Safety and Insurance Act.

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

23:03 In each calendar year commencing May 1st, sick leave with pay will be granted in accordance with the following provisions: After the third (3rd) period of absence due to illness, no pay will be granted for the first one (1) day of sick leave absence. After the fourth (4th) period of absence due to illness, no pay will be granted for the first two (2) days of sick leave absence. After the fifth (5th) or any subsequent period of absence due to illness, no pay will be granted for the first three (3) days of sick leave absence.

23:04 Article 23:03 shall not apply in the first (1st) occurrence in the event an employee is absent due to an accident or an injury requiring the attention of a physician or in the instance of an employee who is hospitalized, nor shall such absences be counted in determining the number of periods or absences referred to in Article 23:03.

Required to Call In

23:05 When an employee is unable to report to work due to sickness or injury, the supervisor must be notified promptly and informed directly by the employee (except where exceptional circumstances prevent the employee from making personal contact in a timely manner) as early as possible but not later than one (1) hour prior to the scheduled shift of the probable date when that employee is able to return to work. The employee shall also provide a contact number at which the employee may be reached.

Physician’s Certificate

23:06 An employee who is absent due to illness for more than five (5) consecutive working days shall furnish within ten (10) consecutive working days from the commencement of such absence a certificate from the employee’s physician covering the nature of the illness, and the date examined by the physician and the probable date of return to duty of the employee.

An employee, with prior written notification, may be required by the employee’s manager or designate to provide a doctor’s certificate certifying that the employee is unable to carry out the
employee's normal duties due to illness. The employer will, upon proof of payment, reimburse the employee for the cost of the certificate.

Medical Examination

23:07 Following a prolonged or serious illness, the Employer may require the employee to be certified medically fit, either by the employee's physician or a physician appointed by the Employer, before the employee he/she returns to his/her regular duties.

Misuse of Sick Leave

23:08 Where it has been established that an employee has misused the sick leave provisions, such misuse will be cause for termination of services by the Employer.

Medical Examination Required During Employment

23:09 Where the Employer has reason to believe that the employee may not be able to safely or satisfactorily perform their his/her duties, as a result of injury, accident, illness or for other reasons, the employee may be required to be certified by a legally qualified Medical Practitioner employed by the Employer.

It is understood that the specific results of any examination will not be made available to the employer and that the medical report shall consist of either fit, or unfit for duty, or fit for modified duty as specified.

Dispute Over Medical Examination

23:10 Should a dispute arise between an employee and the Employer's Medical Practitioner as to the employee's fitness, the employee shall be referred to an independent medical consultant mutually agreed upon by the Union and the Employer. The consultant's opinion shall be considered the final decision as to the employee's fitness to continue to work at his/her regular occupation.

Workplace Safety and Insurance Benefits

23:11 An employee who is prevented from performing their his/her regular work with the Employer as a result of an occupational accident that is recognized by Workplace Safety and Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act shall receive from the Employer the difference between the amount paid by the by Workplace Safety and Insurance Board and the employee's regular salary from the first day of the said accident. Payment from the Employer shall not exceed a term of fifteen (15) consecutive weeks for each accident compensable by the Workplace Safety and Insurance Board.

Hospitalized During Vacation

23:12 An employee who is hospitalized or confined by order of a doctor during their his/her vacation period will be allowed to draw sick leave with pay for the period of time for which they are he/she is hospitalized or confined providing that the employee furnishes proof of such hospitalization or confinement to their his/her supervisor. The employee will be allowed to reschedule that portion of vacation during which they were he/she was hospitalized or confined at a later date mutually agreeable to the employee and their his/her supervisor.

UofT & International Brotherhood of Electrical Workers Local 353 (Locksmiths)
If the employee's spouse or immediate family member becomes hospitalized or comes under a doctor's care during the employee's vacation, the employee may request an interruption of vacation and return to work.

Exceptions

23:13 Sick leave shall not be paid to an employee on authorized leave of absence or upon termination, discharge or retirement. During a period of vacation, payment will not be made for sick leave except as provided for in Article 23:12.

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.
ARTICLE 27: PREGNANCY LEAVE

27:01

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

e) In the case of an employee on a sessional appointment, or whose employment is limited to a defined term, any pregnancy leave will be limited to and not extend beyond the period of time remaining in the session or defined term.
f) Seniority, vacation, benefits, and pensionable service continue during the period of an employee's pregnancy leave.

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

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 28: PRIMARY CAREGIVER LEAVE

28:01

a) Primary Caregiver Leave is available to a parent, other than a biological mother birth parent, who has the primary responsibility for the care of a child during the thirty-seven (37) weeks immediately following: (i) the birth of a child or; (ii) the coming of a child into the custody, care and control of a parent for the first time or (iii) such shorter or longer period as required under the Employment Standards Act, 2000 as amended from time to time. Primary Caregiver Leave must be applied for and granted in writing with a minimum of two (2) weeks' notice and is available to an employee who will have completed thirteen (13) weeks of service prior to the date of application.

b) An employee making such an application must confirm in writing that the employee will in fact have the primary responsibility for the care of the child during the period of the leave applied for (e.g. for a father or same sex birth parent's partner, because the mother birth parent is unavailable or has returned to work; for an adoptive parent, because the parent will be the primary caregiver for some period of time after the child comes into the custody, care, and control of an adoptive parent for the first time).

c) In the case of an adoption, the Primary Caregiver Leave may be split between two parents.

d) For employees with one (1) year of service or more the University will pay ninety-five (95) percent of salary during the two (2) one (1) week waiting period for Employment Insurance parental benefits, and, for the next ten (10) weeks, will pay the difference between 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 parental benefits and the amount of those benefits. In the case of an adoption, the Primary Caregiver Leave shall not apply to adoptions which arise through the blending of families.

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

f) Seniority, vacation, benefits, and pensionable service continue during an employee's Primary Caregiver Leave, provided the employee fulfills any requirements for said continuation.

g) The weekly top-up payment under paragraph (d) 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.
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 29: PARENTAL LEAVE

29:01

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 as amended from time to time.

b) For employees who take pregnancy leave, parental leave commences when her the employee’s 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 as amended 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 29:01 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 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 (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.

h) 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.
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 30: PATERNITY NON-BIRTH PARENT LEAVE

30:01 Upon the birth or adoption of a child a father-or-same-sex non-birth parent shall be granted up to three (3) 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

Signature

For the Union

Signature

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

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 allowance of one hundred and seventy-five (175) dollars annually as set out below, upon submission of original receipts.

Safety shoes or boots must be Canadian Standards Association approved (including green triangle and white rectangle with orange Greek letter (Ω) Omega), and be in serviceable condition as determined by the employee's supervisor.

Effective date of ratification of the 2018 – 2021 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 41: MODIFICATION OR TERMINATION

Amend as follows:

41:01 This Agreement shall continue in force and effect until April 30, 2018 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 three (3) months prior to the expiry date of this Agreement that it desires to amend or terminate it.

41:02 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

For the Union

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

University of Toronto & International Brotherhood of Electrical Workers Local 353 (Locksmiths)
LETTER OF AGREEMENT: IMPACT OF EMPLOYMENT INSURANCE LEGISLATIVE CHANGES

April 30, 2018

Mr Michael O'Brien
Legal Counsel
International Brotherhood of Electrical Workers
1377 Lawrence Avenue East
Toronto, ON M3A 3P8

Dear Mr. O’Brien,

During the 2018 round of collective bargaining, the parties discussed amendments to the Employment Insurance (El) Act reducing the waiting period to receive benefits under the El 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 and primary caregiver leaves 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 and primary caregiver leave at 95 per cent of their weekly salary for the two week waiting period for pregnancy or parental leave benefits. Therefore, the legislative changes result in the elimination of one week of leave at 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 Articles 27:01(b) and 28:01(d), will receive one paid week of leave (“Parental Transition Week”) immediately following the end of their El 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 entitlements set out in Articles 27:01(b) and 28:01(d).

During the Parental Transition Week, employees will be paid 100 per cent of their weekly salary, whereas the eliminated week during the El waiting period had been compensated at 95 per cent.

Yours truly,

Alex Brat
Executive Director, Labour Relations
University of Toronto
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
SCHEDULE X: TEMPORARY LOCKSMITHS

The Employer and the Union agree that when the Employer employs Temporary Locksmiths the following conditions shall govern such employment:

1. Temporary Locksmiths shall be employed for a period not to exceed **nine (9) twelve (12)** continuous calendar months;

2. Temporary Locksmiths shall be entitled only to the following terms and conditions of the current collective agreement between the parties:

   a) Union Security and check off• Articles 4:01 to 4:05 inclusive
   b) Suspension or Discharge • Article 8:01
   c) Grievance Procedure (except in cases of layoff) • Articles 11:01 to 11:09 inclusive
   d) Arbitration • Articles 10:01 to 10:06 inclusive
   e) Wages • Articles 18:01 to 18:02 inclusive
   f) Hours of Work and overtime• Articles 19:01 to 20:04 inclusive
   g) Clothing • Articles 32:01

All other terms and conditions of the Collective Agreement shall not be applicable to Temporary Locksmiths.

The Employer may at its sole discretion layoff a temporary employee at any time during his/her employment due to 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 Locksmith who exceeds **nine (9) twelve (12)** continuous calendar months of service shall acquire seniority in accordance with Articles 14:01 to 14:05 inclusive

A Temporary Locksmith I, II or III who exceeds **nine (9) twelve (12)** continuous calendar months of service shall be placed in the Locksmith Training Program at the appropriate level at the discretion of the Manager of Trades Services and the Working Foreperson.

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

[Signature]

For the Union

[Signature]

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

University of Toronto & International Brotherhood of Electrical Workers Local 353 (Locksmiths)
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: UNION MANAGEMENT COMMITTEE (pg.41) - RENEW
LETTER OF INTENT: NOTICE OF END OF TERM - TEMPORARY EMPLOYEES (pg.42) - RENEW
LETTER OF INTENT: NON DISCRIMINATION (pg.43) - RENEW
LETTER OF INTENT: DISCUSSION OF LAYOFF (pg.44) - RENEW
LETTER OF INTENT: LAYOFF OR RESIGNATION (pg.45) - RENEW
LETTER OF INTENT: BULLETIN BOARDS (pg.46) - RENEW
LETTER OF INTENT: PERSONNEL FILES (pg.47) - RENEW
LETTER OF INTENT: PAID PERSONAL LEAVE OF ABSENCE (pg.48) - RENEW
LETTER OF INTENT: TIME OFF IN LIEU OF OVERTIME PAYMENT/PAID HOLIDAY (pg.49) - RENEW
LETTER OF INTENT: THREE DAYS OFF WITH PAY (pg.50) - RENEW
LETTER OF INTENT: EMPLOYEE TRAINING FOR JOB RELATED SKILLS (pg.51) - RENEW
LETTER OF INTENT: CHILD CARE BENEFIT POOL (pg.52) - RENEW
LETTER OF INTENT: SAFETY GLASSES EYE EXAM RENEW
LETTER OF INTENT: HEALTH & SAFETY CERTIFICATION Training RENEW

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