MEMORANDUM OF AGREEMENT

BETWEEN

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

-and-

The Sheet Metal Workers’ International Association,
Local 30
(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 22 are incorporated.

FOR THE UNIVERSITY

[Signature]

FOR THE UNION

[Signature]
DATED AT TORONTO THIS 10th DAY OF DECEMBER 2018
1) Across-the-Board (ATB) Increases to Schedule I: Wage Schedule

<table>
<thead>
<tr>
<th>Date</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2018</td>
<td>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</td>
</tr>
<tr>
<td>May 1, 2019</td>
<td>2.00% ATB increase</td>
</tr>
<tr>
<td>May 1, 2020</td>
<td>2.00% ATB increase</td>
</tr>
</tbody>
</table>

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

For the University

For the Union

UofT & SMWIA – Local 30
Sexual Violence and Sexual Harassment

2:03 Sexual harassment shall be considered discrimination under Article 2:01 of this Collective Agreement.

2:04 For the purpose of this Collective Agreement, "sexual harassment" means:

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

---
and/or

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

2:05 In the event that a grievance alleging sexual harassment is filed, where the alleged harasser is the person who would normally deal with a step of such grievances, the grievance shall automatically be sent forward to the next step.

2:04 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, 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."

2:05 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.

2:06 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 of 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 9 of this Collective Agreement.

2:07 No information relating to the grievor's personal background or lifestyle shall be admissible during the grievance or arbitration process.

2:08 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.

2:09 Witnesses who give Information and/or evidence in a complaint of sexual violence or harassment shall suffer no penalty or reprisal.

2:10 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 SMWIA Local 30 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.
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Workplace Harassment and Workplace Violence

2:0611 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]
ARTICLE 11: PROBATIONARY EMPLOYEES

11:01 New employees will be considered as probationary employees until after they have worked for a total of sixty (60) ninety (90) working days, from the date of last hire by the University. The University may discharge an employee at any time during the probationary period, without cause and at the sole discretion of the University.

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

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

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

For the University

For the Union

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

UofT & SMWIA – Local 30
ARTICLE 12: SENIORITY

12:01 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.

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

For the University

For the Union
Summer Regular Hours of Work

16:06 During the months of July and August, the University may adjust 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.

UofT & SMWIA – Local 30
ARTICLE 23: PREGNANCY/PRIMARY CAREGIVER AND ADOPTION/PARENTAL LEAVES

Pregnancy Leave

23:01

(a) Pregnancy leave of absence must be applied for and granted in writing. An employee who will have completed thirteen (13) weeks of service with the University prior to the probable date of delivery, and who presents to the Department or Division Head a doctor’s certificate or certificate from a midwife stating that she 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 their her 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 21 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 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 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 whose employment is limited to a defined term, any Pregnancy Leave will be limited to and not extend beyond the period of time remaining in the defined term.

(f) Seniority, vacation, benefits, and pensionable service continue during the period of an employee's pregnancy leave, provided the employee fulfills any requirements for said continuation.

Primary Caregiver and Adoption Leave

23:02

(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 such shorter or longer period as is 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 birth parent's partner or same-sex parent, 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 weekly 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 the weekly Employment Insurance parental 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 whose employment is limited to a defined term, any Primary Caregiver Leave will be limited to and not extend beyond the period of time remaining in the defined term.

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

(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.

Parental Leave

23:03

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

(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 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. This provision is not available to employees who have taken Primary Caregiver leave.
(c) An employee who is entitled to a parental leave is required to give the University two (2) weeks' written notice prior to the commencement of the leave. If he/she 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 23.03 (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 they intends to return.

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

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

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 24: PATERNITY LEAVE - NON-BIRTH PARENT LEAVE

24:01 Upon the birth or adoption of a child, a father 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 Non-birth parent leave must be taken within the first (1st) month of the birth or adoption.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 30: SAFETY SHOES OR BOOTS ALLOWANCE

30:01 Where the Employer requires safety shoes or boots to be worn as a condition of employment, the Employer will pay to reimburse employees annually, beginning on May 1 for a safety shoes or boots as set out below. Allowance of up to one hundred and seventy-five dollars ($175) annually, upon production of original receipts.

Safety shoes or boots must be Canadian Standards Association approved (including green triangle patch), 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 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.

UofT & SMWIA – Local 30
ARTICLE 32: PROMOTIONS

Trial Period

32:01 The successful applicant shall be placed on trial for a period of sixty-(60) ninety-(90) working days from the assumption of new duties. Conditional on satisfactory service, such trial promotions shall be confirmed after the period of sixty-(60) ninety-(90) working days. In the event the successful candidate proves unsatisfactory in the position during the aforementioned trial period, he/she they shall be returned to his/her their former position without loss of seniority and at his/her their former wage rate. Any other employee promoted because of the rearrangement of positions shall also be returned to his/her their former position without loss of seniority and at his/her their former wage rate.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 38: MODIFICATION OR TERMINATION

38:01 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 three (3) months prior to the expiry date of this Agreement that it desires to amend or terminate it.
The following LETTERS OF INTENT shall be renewed, amended or deleted, as follows:

- LOI: Three Days Off With Pay RENEW
- LOI: Time Off in Lieu of Overtime Payment/Paid Holiday RENEW
- LOI: Paid Personal Leave of Absence RENEW
- LOI: Replacement and Security of Tools RENEW
- LOI: Coveralls RENEW
- LOI: Presidential Holidays RENEW
- LOI: Health and Safety Certification Training RENEW
- LOI: Safety Glasses Eye Exam RENEW
- LOI: Technological Change RENEW
- LOI: Discussion with UTM and UTSC RENEW
- LOI: Welfare and Pension RENEW
- LOI: Tuition Waiver for Dependents RENEW
- LOI: Educational Assistance RENEW
- LOI: Child Care Benefit Pool RENEW

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

For the University

For the Union

UofT & SMWIA – Local 30
LETTER OF AGREEMENT: IMPACT OF EMPLOYMENT INSURANCE LEGISLATIVE CHANGES

DATE

Mr. Peter Witruk
Business Representative
Sheet Metal Workers' International Association, Local 30
190 Milner Avenue, Toronto ON
M1S 5B6

Dear Mr. Witruk,

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 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 primary caregiver 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 Articles 23:01(b) or 23:02(d) 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 leave 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 23:01(a) or 23:02(a).

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

Yours truly,

Alexander Brat
Executive Director, Labour Relations
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
LETTER OF UNDERSTANDING: SHEET METAL WORKERS

DATE

Mr. Peter Witruk
Business Representative
Sheet Metal Workers’ International Association, Local 30
190 Milner Avenue, Toronto ON
M1S 5B6

Dear Mr. Witruk,

Subject to the exceptions identified in this Letter of Understanding, the Employer agrees that effective July 1, 2019 all ICI sheet metal construction work covered by the ICI Provincial Collective Agreement between the Ontario Sheet Metal Contractors’ Association and the Sheet Metal Workers’ International Association and the Ontario Sheet Metal Workers’ Conference (the “ICI Sheet Metal Provincial Agreement”) shall only be contracted or subcontracted to contractors who are bound to the ICI Sheet Metal Provincial Agreement.

This Letter of Understanding does not apply to work performed by contractors with whom the Employer entered into a contractual commitment on or before July 1, 2019.

Yours truly,

Alexander 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.