

University of Toronto Proposal – final offer for full and final settlement – September 21, 2015 @2:00 pm.

Withdrawn if not accepted on September 21, 2015

MEMORANDUM OF SETTLEMENT
BETWEEN

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

and

THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING
AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA,
AND ITS LOCAL 46

(hereinafter referred to as "the Union")

MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

1. The members of the parties' respective negotiating committees hereby agree to unanimously recommend to their principals for ratification a renewal collective agreement on the terms and conditions set out herein.
2. The term of the renewal collective agreement shall be from June 1, 2015 to May 31, 2018.
3. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expires on May 31, 2015, provided, however, that the following amendments are incorporated:
4. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto
 - a. The provisions of the renewal collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties, except as specifically stated regarding wages.
5. All attached items numbered 1 to 20 are incorporated.

FOR THE UNIVERSITY

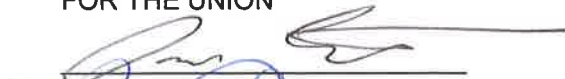









FOR THE UNION





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

Note: For clarity, these ATB increases are applicable only to Schedule I: Wage Schedule and do not apply to Schedule III: Welfare and Pension Plan or Schedule IV: Promotion and Contingency Funds

June 1, 2015	1.00% ATB increase
June 1, 2016	1.00% ATB increase
June 1, 2017	1.25% ATB increase

2) Long-sleeve denim shirts will be provided upon request in place of long-sleeve t-shirts as per Article 29:01.

3) 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 voluntarily through resignation or retirement.

4) Revise Schedule V: Temporary Journeymen Plumbers and Steamfitters as per the attached document.

For the University

For the Union



The parties agree that where the words "Journeyman" or "Journeymen" appear in the Collective Agreement, they shall be deleted and replaced with "Journeyperson" or "Journeypersons" as appropriate.

For the University

Two blue ink signatures for the University, each written over a horizontal line. The top signature is more stylized and extends further to the right, while the bottom signature is more compact.

For the Union

Two blue ink signatures for the Union, each written over a horizontal line. The top signature is a large, sweeping stroke, and the bottom signature is more compact and rounded.

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

Article 2: Discrimination

Amend as follows:

2:01

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

For the University



A handwritten signature in blue ink, consisting of a large, stylized initial 'H' followed by a surname, written over a horizontal line.

For the Union



A handwritten signature in blue ink, consisting of a large, stylized initial 'L' followed by a surname, written over a horizontal line.

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

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NEW Article XX: Union Management Committee

Add NEW article as follows:

ARTICLE XX: UNION/MANAGEMENT COMMITTEE

X:XX The Employer and the Union agree to the formation of a Union/Management Committee to discuss matters of mutual interest. The Committee shall be comprised of two (2) elected or appointed representatives of the Union who are employed in the bargaining unit and two (2) representatives of Management; either party may invite additional representatives as required. The parties will meet quarterly or sooner as required, and the meeting shall be convened at a date mutually agreed upon between the parties with an agenda to be circulated at least one (1) week prior to each meeting. New business may be put forward at the time of the meeting. The purpose of the Committee shall be to promote harmony between the Employer and the employees, to make recommendations to improve the efficiency of the workforce, and any such other matters related to working conditions. The Committee shall not have the power to modify, alter, or interpret the collective agreement or deal with grievances.

For the University



A handwritten signature in blue ink, appearing to be 'A. B.', written over a horizontal line.

For the Union



A handwritten signature in blue ink, appearing to be 'R. E.', written over a horizontal line.

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

Modify Article 29 – Clothing as follows:

29:01 The Employer agrees to provide five (5) uniforms (shirts and pants) to all full-time employees initially when hired. The Employer will also supply a bomber-style jacket, spring jacket and long-sleeve T-shirts without a collar (**or long-sleeve denim shirts if requested**) to full-time employees when required and will replace worn-out clothing as required. The Employer will supply appropriate seasonal clothing, as determined by the Employer, to temporary employees who have been hired for a minimum period of three (3) consecutive months.

As a condition of employment employees will wear such clothing while on duty.

Upon termination or layoff, employees are required to return any clothing with University of Toronto identification.

For the University



For the Union



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

NEW Article XX: Publication of the Collective Agreement

Add NEW article as follows:

The parties agree to finalize the renewal Collective Agreement within six (6) months of the date of its ratification.

For the University



For the Union



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

ARTICLE 39: MODIFICATION OR TERMINATION

Amend as follows:

39:01 This Agreement shall continue in force and effect until May 31, 2015~~8~~ 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.

39:02 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



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For the Union



Handwritten signature in blue ink, consisting of two lines of cursive script, positioned above a horizontal line.

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

SCHEDULE V: TEMPORARY JOURNEYMAN PLUMBERS AND STEAMFITTERS

The Employer and the Union agree that when the University employs Temporary Journeymen Plumbers and Steamfitters, supplied by the Union, the following conditions shall govern such employment:

1. Temporary Journeyman Plumbers and Steamfitters shall be employed for a period not to exceed ~~six (6)~~ **nine (9)** continuous calendar months;
2. Temporary Journeyman Plumbers and Steamfitters shall be entitled only to the terms and conditions of the current collective agreement ~~dated September 15, 2005~~ between the parties, except for the following articles:
 - a) probationary employees • Article 12:01
 - b) seniority • Articles 13:01 to 13:10 inclusive
 - c) leaves of absence • Articles 15:01 to 15:04 inclusive
 - ~~d) wages • Article 17:01~~
 - e) paid holidays • Articles 19:01 and 19:02
 - f) vacation with pay • Articles 20:01 to 20:04 inclusive
 - g) sick leave • Articles 21:01 to 21:13 inclusive
 - h) jury duty or crown witness service • Article 22:01
 - i) paid personal leave of absence • Article 23:01
 - j) bereavement leave • Article 24:01
 - k) paternity leave • Article 27:01
 - l) safety shoe or belt allowance • Article 30:01
 - m) job security • Article 35:01
 - ~~n) health and welfare • Article 36:01~~
 - o) promotion contingency funds • Article 37:01
 - p) joint membership plan • Article 38:01

The Employer shall pay to Temporary Journeyman Plumbers and Steamfitters the current wage rate, ~~vacation and paid holiday allowance, training fund, pension, and health and welfare contributions (which are limited to life insurance, dental, major medical, eye and hearing care, short and long term disability)~~ **payable to Full-time Journeyman Plumbers and Steamfitters in accordance with Schedules I and III in the current collective agreement** as published by the Corporation of the City of Toronto Fair Wage Office for Plumbers and Steamfitters. **For clarity, Temporary Plumbers and Steamfitters are not eligible to participate in any of the University's pension or benefit plans, including, but not limited to, the Health and Dental Plans, the Vision Care Plan, the Group Life and Survivor Income Plan, the Long Term Disability Plan, and the Joint Membership Plan.**

Effective December 1, 2015, 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.

The Employer will deduct \$0.08 per hour from the Temporary Plumbers/Steamfitters wage rate to be transmitted to the Plumbers and Steamfitters Contingency Fund. The Employer will also deduct 1.5 percent of base salary to be transmitted to the Plumbers/Steamfitters Promotion Fund.



Contributions for the Union pension plan, and Union welfare benefits shall be made monthly on behalf of the employee to Local 46, United Association of the Plumbing and Pipe Fitting Industry of the United States and Canada Welfare Committee together with forms supplied by the Administrator and completed by the Employer showing the names of employees upon whose behalf the contributions were made.

A Temporary Journeymen Plumber or Steamfitter who exceeds ~~six (6)~~ **nine (9)** continuous calendar months of service shall acquire seniority in accordance with Articles 13:01 and 13:02, inclusive effective ~~six (6)~~ **nine (9)** months from the date at which the continuous service as Temporary Journeyman Plumber or Steamfitter commenced.

For the University

For the Union

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