

**COLLECTIVE AGREEMENT ENTERED INTO** at the City of Toronto, in the Province of Ontario, as of May 16, 2023 between:

**FACULTY CLUB OF THE  
UNIVERSITY OF  
TORONTO**

(hereinafter referred to as the Employer)

- and -

**CANADIAN UNION OF  
PUBLIC EMPLOYEES AND  
ITS LOCAL 3261**

(hereinafter referred to as the Union)

**July 1, 2022 to June 30, 2025**

**CUPE** / *Canadian Union  
of Public Employees*

## TABLE OF CONTENTS

<b>ARTICLE 1: GENERAL PURPOSE</b> .....	4
<b>ARTICLE 2: RECOGNITION AND COVERAGE</b> .....	4
<b>ARTICLE 3: MANAGEMENT RIGHTS</b> .....	4
<b>ARTICLE 4: NO DISCRIMINATION</b> .....	4
<b>ARTICLE 5: EMPLOYMENT EQUITY</b> .....	8
<b>ARTICLE 6: RELATIONSHIP</b> .....	8
<b>ARTICLE 7: UNION SECURITY AND CHECK OFF</b> .....	8
<b>ARTICLE 8: TEMPORARY, CASUAL &amp; REGULAR PART-TIME EMPLOYEES</b> .....	9
<b>ARTICLE 9: NO STRIKES AND NO LOCKOUTS</b> .....	11
<b>ARTICLE 10: UNION REPRESENTATION</b> .....	11
<b>ARTICLE 11: DISCIPLINARY INTERVIEW</b> .....	14
<b>ARTICLE 12: SUSPENSION OR DISCHARGE</b> .....	14
<b>ARTICLE 13: GRIEVANCE PROCEDURE</b> .....	14
<b>ARTICLE 14: ARBITRATION</b> .....	16
<b>ARTICLE 15: SENIORITY</b> .....	17
<b>ARTICLE 16: LEAVES OF ABSENCE</b> .....	20
<b>ARTICLE 17: HOURS OF WORK AND OVERTIME</b> .....	24
<b>ARTICLE 18: PAID HOLIDAYS</b> .....	26
<b>ARTICLE 19: VACATION WITH PAY</b> .....	27
<b>ARTICLE 20: SICK LEAVE</b> .....	29
<b>ARTICLE 21: BEREAVEMENT LEAVE</b> .....	31
<b>ARTICLE 22: PAID PERSONAL LEAVE OF ABSENCE</b> .....	31
<b>ARTICLE 23: NON-BIRTH PARENT LEAVE</b> .....	32
<b>ARTICLE 24: JURY DUTY OR CROWN WITNESS SERVICE</b> .....	32
<b>ARTICLE 25: JOB POSTING - PROMOTIONAL OPPORTUNITY</b> .....	32
<b>ARTICLE 26: TEMPORARILY RELIEVING HIGHER CLASSIFICATIONS IN THE BARGAINING UNIT</b> .....	33
<b>ARTICLE 27: ACTING POSITION EXCLUDED FROM THE BARGAINING UNIT</b> .....	33
<b>ARTICLE 28: THREE DAYS OFF WITH PAY</b> .....	33
<b>ARTICLE 29: JOB SECURITY</b> .....	34
<b>ARTICLE 30: BULLETIN BOARD</b> .....	34
<b>ARTICLE 31: CORRESPONDENCE</b> .....	34
<b>ARTICLE 32: PERSONNEL FILES</b> .....	34
<b>ARTICLE 33: WAGES</b> .....	35
<b>ARTICLE 34: BENEFITS</b> .....	35

**ARTICLE 35: MEALS** ..... 36

**ARTICLE 36: SHOE ALLOWANCE**..... 36

**ARTICLE 37: UNIFORM ALLOWANCE** ..... 36

**ARTICLE 38: JOB CLASSIFICATION** ..... 37

**ARTICLE 39: TRAINING** ..... 37

**ARTICLE 40: PRINTING OF THE AGREEMENT** ..... 37

**ARTICLE 41: DURATION AND MODIFICATION OF AGREEMENT** ..... 38

**LETTER OF UNDERSTANDING - GRATUITIES** ..... 40

**Agreement Gratuity Distribution** ..... 40

**LETTER OF UNDERSTANDING - TRANSPORTATION**..... 41

**LETTER OF UNDERSTANDING - LUNCH ROOM**..... 41

**LETTER OF UNDERSTANDING - SALARIED EMPLOYEES**..... 41

**LETTER OF UNDERSTANDING – GROUP LEADER FOOD SERVICES** ..... 41

**LETTER OF UNDERSTANDING - UNIVERSITY OF TORONTO PENSION PLAN- UNIVERSITY PENSION PLAN** ..... 42

## **ARTICLE 1: GENERAL PURPOSE**

1:01 The general purpose of this Agreement is to secure the benefits of collective bargaining, a method of settling any difference between the Parties arising from the interpretation, application, administration or alleged violation of this Agreement and to set forth the terms and conditions of employment applicable to employees in the Bargaining Unit and matters to be observed by the Employer and the Union.

## **ARTICLE 2: RECOGNITION AND COVERAGE**

2:01 The Employer recognizes the Canadian Union of Public Employees, Local 3261, as the sole and exclusive bargaining agent for all employees of the Employer, save and except the Assistant General Manager, those above the rank of Assistant General Manager, Head Chef and office staff.

2:02 The word "employee" or "employees" used in this Agreement shall mean any or all of the employees in the Bargaining Unit as defined above except where the context otherwise provides.

## **ARTICLE 3: MANAGEMENT RIGHTS**

3:01 The Union acknowledges that it is the exclusive function of the Employer to:

- a) Maintain order, discipline and efficiency;
- b) Hire, schedule, discharge, classify, transfer, promote, layoff, suspend or otherwise discipline employees;
- c) Establish and enforce rules and regulations, not inconsistent with the provisions of this Agreement, governing the conduct of the employee, and
- d) Generally, to manage and operate The Employer.

3:02 The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and in such a way as to promote a harmonious relationship with the employees.

3:03 In addition to the terms and conditions set out in this Collective Agreement, the terms and conditions of employment for Bargaining Unit employees will be subject to and in accordance with the relevant provisions of the *Employment Standards Act* of Ontario.

## **ARTICLE 4: NO DISCRIMINATION**

4:01 The Employer and the Union agree to uphold the *Human Rights Code* and will not under any circumstances permit employment practices and procedures in contravention of it.

4:02 The Employer and the Union 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, gender identity and gender expression, marital status, family status, religion, nationality, ancestry or place of origin, ethnic origin, political affiliation or belief, record of offences unless the employee's record of offences is a reasonable and *bona fide* qualification because of the nature of employment, sexual orientation, sexual minority, place of residence, physical handicap or disability, providing 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.

### **Sexual Violence and Sexual Harassment**

4:04 Sexual harassment shall be considered discrimination under Article 4:02 of this Agreement.

4:05 The Employer 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 Employer'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 Employer'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 Employer'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.”

4:06 Employees making a report under the Employer’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.

4:07 The time limit for making a report under the Employer’s Policy on Sexual Violence and Sexual Harassment or filing a grievance alleging sexual harassment under this Collective Agreement shall be no longer than twelve (12) months after the occurrence of the matter that is the subject of the report/grievance. The parties may agree to extend the time limit for filing a grievance in cases where unusual circumstances beyond the employee’s control prevented the employee from grieving within the time limit.

A grievance alleging sexual violence or sexual harassment shall be filed at Step 2. The General Manager (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 14 of this Collective Agreement.

4:08 No information relating to the grievor’s personal background or lifestyle shall be admissible during the grievance or arbitration process.

4:09 An employee who makes a report of sexual violence or sexual harassment, may request, through the Union, to discontinue contact with the respondent. Every reasonable effort shall be made to separate the parties in their employment relationship, without the complainant suffering any penalty. The Employer and the Union agree to treat requests to discontinue contact as confidential to those directly involved.

4:10 Witnesses who give information and/or evidence in a complaint of sexual violence or harassment shall suffer no penalty or reprisal.

4:11 In the event the Employer 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 employees covered by this Collective Agreement, both the Complainant and the Respondent shall be entitled to raise an objection to the Employer’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 Employer shall give due consideration to all such objections and respond in writing within six (6) working days of receiving the objection. In its response, the Employer shall either replace the investigator or provide the rationale for the Employer’s decision not to replace the investigator. All objections and related correspondence and decisions will be retained for the record.

4.12 The provisions of this clause may not be utilized by an employee where the subject matter of the complaint is or has been or becomes the subject of a complaint to the Human Rights Commission under the *Human Rights Code*.

4.13 **Workplace Harassment**

The Employer will provide an environment where members of the Bargaining Unit are not subjected to workplace harassment. Employees will not engage in workplace harassment.

In assessing whether workplace harassment may have occurred, the definitions and standards set out in the *Occupational Health and Safety Act* shall be considered, including by an arbitrator in any arbitration pursuant to this section.

For clarity, the current *Occupational Health and Safety Act* defines “workplace harassment” as: “engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome”.

An employee may file a grievance alleging a course of conduct amounting to workplace harassment if, after the Faculty Club has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfied with the outcome or if, after 45 days have elapsed from the date the written complaint was brought to the attention of the Employer, identifying the conduct alleged to constitute workplace harassment, the Employer has not provided the employee with a response to the complaint. Such grievance will be filed at Step 2 of the grievance procedure.

If not resolved at Step 2, the Parties may agree to mediation or facilitation before an agreed upon mediator or facilitator 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.

If the workplace harassment complaint is against the General Manager, then the complaint shall be filed with the Chair of the Board of Directors or his/her designate and the matter shall be heard by the Executive Officers of the Board.

4:14 The Employer and the Union agree that every employee has a right to a workplace free of harassment, discrimination, reprisal or retaliation.

Accordingly, every employee may bring forward, provide information regarding, assist, or otherwise be involved in the resolution of a complaint without fear of retaliation or reprisal, including but not limited to disciplinary action or discharge, whether that complaint is brought forward through a grievance under the Collective Agreement or a complaint, provided that the employee is not acting in bad faith or in a manner that is vexatious or otherwise clearly improper.

For clarity, there will be no reprisals against any employee who brings forward a complaint of harassment and/or discrimination within the meaning of Article 4 of this Collective Agreement provided that they are not acting in bad faith or in a manner that is vexatious or

otherwise clearly improper. Any allegation(s) of reprisal or retaliation may be the subject of a grievance commencing at Step Two of the Grievance Procedure.

## **ARTICLE 5: EMPLOYMENT EQUITY**

5:01 The Employer and the Union are committed to equal opportunity in employment for women, aboriginal peoples, persons with disabilities and persons who are, because of race or colour, in a visible minority in Canada.

## **ARTICLE 6: RELATIONSHIP**

6:01 It is agreed that there shall be no solicitation of members, collection of dues or other Union activities on the premises of the Employer during working hours except as permitted by this Agreement.

6:02 The Employer agrees that the Local Union President shall be given the opportunity of interviewing each new employee once, on completion of ninety (90) calendar days of employment, for the purpose of informing such employee of the existence of the Union at the Employer. Where there are a number of employees to be interviewed, it is agreed that it shall be done on a group basis. The President will be notified of the names and classifications of all newly hired employees within the Bargaining Unit. The Employer shall advise the Union from time to time as to the names of the persons to be interviewed, and the time and place for such interview, the duration of which shall be reasonable but not more than thirty (30) minutes.

## **ARTICLE 7: UNION SECURITY AND CHECK OFF**

7:01 It is agreed that the employees who are now or hereinafter become members of the Union shall maintain their membership in the Union during the term of this Agreement.

### **7:02 Union Initiation Fee**

It is agreed as a condition of employment that each employee shall deliver to the Employer a properly authenticated membership application card signed by the employee. The Employer will then deduct from the first pay of such employee earned by him/her an amount equivalent to the Union initiation fee. The amount of such initiation fee shall be certified to the Employer by the Secretary-Treasurer of the Union.

### **7:03 Union Dues**

The Employer will deduct from each pay an amount equivalent to the Union dues as are uniformly levied upon all members of the Union in accordance with its Constitution and By-Laws. The amount of such dues shall be certified to the Employer by the Secretary-Treasurer of the Union.

7:04 The amounts deducted in accordance with paragraphs 7:02 and 7:03 shall be remitted to the Union by the 10th day of the following month from which the dues were deducted.



- 7:05 The Employer will, at the time of making such remittance hereunder to the Union, furnish it with a statement showing the names, the amount of dues paid, regular wages earned, overtime wages earned, classification, address, phone number, and shift hours earned of the employees from whose pay such deductions have been made.
- 7:06 It is agreed that the Employer will provide the Secretary-Treasurer of the Union, Local 3261 on a monthly basis in electronic format the following information: employee name, personnel number, date of hire, seniority, home address, home telephone number, work email address (where available), employment status (full-time or part-time, temporary or casual), newly hired employees (i.e., newly entering the Bargaining Unit), terminated employees (i.e., no longer part of the Bargaining Unit), employees on leaves of absence, pregnancy/parental/primary caregiver leaves, long-term disability, or WSIB leaves of absence, and the classification, the aforementioned employees are employed in.
- 7:07 The Employer agrees to record total Union dues deductions paid by each employee on his/her T4 slip.

## **ARTICLE 8: TEMPORARY, CASUAL & REGULAR PART-TIME EMPLOYEES**

### **8:01(a) Temporary Employees**

The Employer may employ temporary employees for the purpose of replacing regular employees who are absent due to illness or leave of absence or WSIB leave of absence and for reasons of seasonal workload fluctuations for periods not to exceed one hundred and twenty (120) working days, except as set out in Article 8:02.

Where the term of employment exceeds the limits as set out above, the employee shall acquire seniority from the original date of hire and shall be entitled to all the provisions of the Collective Agreement.

In the event an employee who is absent due to illness or WSIB leave of absence or leave of absence returns to work, and has provided at least five (5) working days' notice or the seasonal workload fluctuation ends, and the term of appointment of a temporary employee is ended earlier than the end date set out in the offer of employment, then the temporary employee shall be provided with five (5) working days' notice, or pay in lieu of notice.

The Employer will inform the Union of the name and term of appointment of each temporary employee. The Employer will also indicate whether they are hired to replace an employee who is absent due to illness or WSIB leave of absence or leave of absence. The Employer will provide the Union with a separate list of employees on long-term disability as set out in Article 8.02.

Temporary employees shall be covered by the Collective Agreement except the following provisions shall not apply: Seniority (Article 15), Leaves of Absence (Article 16 and 23), Vacation with Pay (Article 19 except Article 19.06), Sick Leave (Article 20), Bereavement Leave (Article 21), Paid Personal Leave (Article 22), Jury Duty and Crown Witness Service (Article 24), Three Days off with Pay (Article 28), Job Security (Article 29), Benefit Plans (Article 34).

**8.01(b) Bereavement Leave**

If a person described below as “immediate family” (or a person whose relationship is not defined below, the impact of which is comparable to that of the immediate family) in relation to a temporary employee dies when the temporary employee is at work, then the employee shall be granted bereavement leave with pay for the remainder of the scheduled shift.

“Immediate family” shall mean: spouse through marriage, common-law spouse, same-sex partner, parent, child (including step-child), sibling (including step-brother, step-sister), parent-in-law, brother/sister-in-law, son/daughter-in-law, grandparent, grandchild, guardian or ward.

8.01(c) If a temporary employee (either long or short term) is the successful applicant for a regular part-time or full-time position that is the same as their most recently held temporary position, then the time worked in that temporary position shall count towards the probationary period, seniority, eligibility for benefits and sick leave, and placement on the wage schedule.

8:02 Where the Employer decides to fill a vacancy created as a result of an employee's absence due to long-term disability, or WSIB leave of absence or pregnancy or parental leave, the position shall be posted as a long-term disability term position which may be filled for up to two (2) years. In the event the position is to continue beyond two (2) years, the position shall be posted in accordance with Article 25 :01: Job Posting - Promotional Opportunity.

In the event the employee who is off on long-term leave returns within the two-year period, and has provided at least ten (10) working days’ notice in writing, the employee filling the term position shall revert to his/her former position.

It is agreed that the resultant vacancy created by filling a long-term disability term vacancy does not need to be posted and may be filled by a temporary employee for a period not to exceed two (2) years.

**8:03(a) Casual Employees**

Casual Employees are employed irregularly for defined periods normally not exceeding twenty-four hours in any week.

Casual employees shall be covered by the Collective Agreement except the following provisions shall not apply: Seniority (Article 15), Article 17.03, ~~Shift Premiums (Article 17.13)~~, Leaves of Absence (Article 16 and 23), Paid Holidays (Article 18), Vacation with Pay (Article 19), Sick Leave (Article 20), Bereavement Leave (Article 21), Paid Personal Leave (Article 22), Jury Duty and Crown Witness Service (Article 24), Job Posting (Article 25), Three Days off with Pay (Article 28), Job Security (Article 29), Benefit Plans (Article 34) and Letter of Understanding – Gratuities.

**8.03(b) Bereavement Leave**

If a person described below as “immediate family” (or a person whose relationship is not defined below, the impact of which is comparable to that of the immediate family,) in

relation to a Casual Employee dies when the Casual Employee is at work, then the employee shall be granted bereavement leave with pay for the remainder of the scheduled shift.

“Immediate family” shall mean: spouse through marriage, common-law spouse, same-sex partner, parent, child (including step-child), sibling (including step-brother, step-sister), parent-in-law, brother/sister-in-law, son/daughter-in-law, grandparent, grandchild, guardian or ward.

8.03(c) A Casual Employee is entitled to take up to ten (10) consecutive days unpaid personal emergency leave as described in the *Employment Standards Act*, as amended from time to time.

8:03(d) If a child is born to a casual employee who is a non-birth parent while such casual employee is at work, then the employee shall be granted leave with pay for the remainder of the scheduled shift during which the birth occurred

#### 8:04 **Regular Part-time Employees**

Regular part-time employees are regularly scheduled for not more than twenty-four (24) hours per week. Fluctuations in part time hours will not be subject to Article 25 Job Posting or Article 15, sections 15:05, 15:06, 15:07, 15:10, 15:11, Layoffs.

### **ARTICLE 9: NO STRIKES AND NO LOCKOUTS**

9:01 The Union agrees and undertakes that there will be no strikes, as defined in the *Labour Relations Act* and the Employer agrees and undertakes that there will be no lockout as defined in the *Labour Relations Act* during the term of this Agreement.

### **ARTICLE 10: UNION REPRESENTATION**

#### 10:01 **Local Union President**

The Employer agrees that there also shall be one Union President for Local 3261, elected or appointed from any of the Bargaining Units represented by Local 3261. The Union will notify the Employer in writing of the appointment of the Local Union President.

10.02 The Employer acknowledges the right of the Union to appoint or otherwise select one (1) Union Steward and one (1) alternate who have completed their probationary period of employment. The Union will notify the Employer in writing of the names of the Union Stewards and their alternates.

10.03 The Union acknowledges that the Union Stewards have duties to perform on behalf of the Employer, and the Stewards will not absent themselves from such duties unreasonably in order to attend to the grievances of employees. In consideration of this acknowledgment and undertaking, the Employer will compensate Stewards for time spent in handling grievances of employees.

Such compensation shall not extend beyond normal working hours, except where the Steward has been authorized by the Employer to deal with a matter, which would require performance beyond the normal working hours. It is agreed that overtime rates will not be paid in such instances.

10:04 Stewards will be required to request leave from their supervisors before leaving their place of work and to report back to the supervisor on returning to work.

10:05 **Negotiating Committee**

For the purpose of negotiating a Collective Agreement pursuant to Article 41, the Employer will recognize the Local Union President and up to two (2) employees of the Employer, and an alternate as the Union's Bargaining Committee. The Bargaining Committee shall be given time off during their normal working hours without loss of pay while attending negotiation meetings with the Employer. Any member of the Bargaining Committee who normally works on the afternoon or night shift will be given time off with pay to attend negotiation meetings with the Employer. If more than one representative works in the same Department, the Employer may not be able to release more than one of them at any one time for meetings contemplated in this Article.

Further, members of the Bargaining Committee shall each be granted as preparation time, one-half (1/2) day off with pay for four (4) hours. Preparation time off work shall be scheduled at a mutually agreeable time and not more than thirty (30) days prior to the expiry of the Collective Agreement.

10:06 **Health & Safety**

The Employer is committed to the prevention of illness through the provision and maintenance of healthy and safe conditions on its premises. The Employer endeavours to provide a hazard free environment and minimize risks by adherence to all relevant legislation, and where appropriate, through development and implementation of additional internal standards, programs and procedures. All persons utilizing The Employer premises are required to comply with procedures, regulations and standards relating to health and safety.

The Employer shall acquaint its employees with such components of legislation, regulations, standards, practices and procedures as pertain to the elimination, control and management of hazards in their work and work environment. Employees shall work safely and comply with the requirements of legislation, internal regulations, standards and programmes and shall report hazards to their immediate supervisor or designate, in the interests of the health and safety of all members of the community.

The Employer recognizes the right of workers to be informed about hazards in the workplace to be provided with appropriate training, to be consulted and have input, and the right to refuse unsafe work where there is an immediate danger to their health and safety or health and safety of others.

The Employer will continue to respect the functions and guidelines established for the Joint Health and Safety Committee for the duration of the Collective Agreement. It is understood

that should there be changes in the applicable legislation, the Parties will meet to discuss the implications. All copies of minutes of joint H&S meetings will be forwarded to the Union office via electronic mail.

It is further agreed that the Union may only submit a grievance should the Employer unilaterally amend or abrogate the terms of the Joint Health and Safety Agreement, and/or fail to provide adequate paid time off *for* worker members to carry out their Joint Health and Safety Committee duties as specified in this Agreement. Such grievances will be submitted in accordance with the provisions specified under Articles 13 and 14 of the Collective Agreement. Bargaining Unit employees on the Health and Safety Committee will be paid regular straight time pay for time required to carry out their responsibilities.

**10:07 Payment for Injured Employees**

As per the *Occupational Health and Safety Act*, in the event an employee is injured in the performance of his or her duties, such that the employee is required to stop work and receive medical treatment, the employee will receive his or her regular pay for that work day. If the injury is such that transportation immediately following the injury is required, the Employer will provide, or arrange for, suitable transportation to a hospital, the employee's home or other appropriate location.

10:08 The Union is entitled to appoint or elect two (2) members plus one (1) alternate member employed at the Faculty Club to the Faculty Club Joint Health and Safety Committee. The Employer agrees to pay the costs for Health and Safety core certification for each such Union member through a program approved by the Employer.

**10:09 Labour-Management Committee**

Where the Parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply:

A maximum of three (3) representative of each Party shall meet at least once every four (4) months at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this Agreement. Such meetings will not exceed one (1) meeting quarterly unless mutually agreed.

All time spent at labour-management meetings shall be considered time worked and employees working on this committee shall be paid at their regular hourly rate of pay. It is understood that no overtime rate of pay shall apply to stewards attending these meetings. It is further understood that if Bargaining Unit members on this committee attend a scheduled meeting outside their work hours, the Employer will pay for all time spent at the meeting for one employee at his/her regular straight time wages and CUPE Local 3261 will pay for the other employee.

The Chairperson of the Labour-Management Committee shall be the General Manager.

10:10 The Employer will provide courses required to maintain CPR and first aid certification. Employees attending training provided by the Employer will be compensated at their rate of pay for time actually spent attending all such training.

10:11 **Pregnancy**

In assessing the health and safety of work, the Employer shall consider the special risks that may apply during pregnancy. Pregnant employees may request a workplace assessment. Where risks or hazards are identified through such an assessment the Employer will endeavour to arrange reasonable accommodation, including but not limited to options such as reassignment or leave.

**ARTICLE 11: DISCIPLINARY INTERVIEW**

11:01 Where an employee is summoned to the supervisor's office for an interview concerning discipline, or a meeting conducted as part of an investigation that is likely to lead to the employee's suspension or discharge, prior to discussing the matter with the employee, the supervisor will inform the employee of his/her right to have his/her Union Steward present prior to discussing the matter with the employee. The Union Steward will attend such meeting as an observer and an advisor to the employee.

If the employee requests the presence of his/her Union Steward, the supervisor will send for the Union Steward without undue delay and without further discussion of the matter with the employee concerned. The Union will make available a representative within twenty-four (24) hours to attend such a meeting, before discipline is imposed. Whether called or not, the Union Office will be advised in writing or electronic mail within two (2) working days (48 hours) of the facts of the disciplinary action and the reason therefore.

The Employer will endeavor to render discipline within fifteen (15) working days of the alleged misconduct or within fifteen (15) days when the Employer is made aware of such alleged offense.

11:02 Any record of a disciplinary action taken by the Employer shall be removed from the employee's record twenty-four (24) months after the date of such disciplinary action being recorded, provided there has been no recurrence of a similar infraction.

**ARTICLE 12: SUSPENSION OR DISCHARGE**

12:01 An employee who has been suspended or discharged shall be advised in writing of the reason therefore. Whether called or not, the Union Office will be advised in writing or electronic mail within two (2) working days (48 hours) of the fact of suspension or discharge and the reason therefore.

**ARTICLE 13: GRIEVANCE PROCEDURE**

13:01 An employee having a grievance, or one designated member of a group having a grievance, will first take up the grievance within fifteen (15) working days after the occurrence of the

matter which is the subject of the grievance with his/her supervisor, who will attempt to adjust it. In the event the supervisor is not able to adjust the grievance, he/she will arrange to send for the Union Steward without undue delay and without further discussion of the grievance.

13 :02 Time limits set forth in the Grievance or Arbitration procedures may be extended by mutual agreement in writing between the Parties hereto. Saturdays, Sundays and paid holidays will not be counted in determining the time within which any action is to be taken or completed under the Grievance or Arbitration procedures.

**13:03 Step One**

The Union Steward and the employee will attempt to adjust the grievance with the supervisor before it is given to the supervisor in writing.

13 :04 If the grievance is not adjusted by the supervisor, it shall be reduced in writing on a grievance form signed by both the Union Steward and the employee involved. The supervisor shall give his/her answer in writing to the Steward without undue delay, but not more than five (5) working days after the grievance has been presented in writing.

**13.05 Step Two**

If the grievance is not settled at Step One, the written grievance may be referred to the General Manager or designate by the Local Union President within five (5) working days after receiving the answer in writing.

A meeting shall be arranged by the General Manager or designate within five (5) working days of receiving the grievance. Either Party may request the presence of the grievor and the Union Steward at the meeting. The General Manager or designate shall give his/her answer in writing to the Local Union President without undue delay but not later than five (5) working days after the said meeting.

**13:06 Policy or Group Grievance**

A grievance of the Employer, or a policy grievance of the Union, which is distinguished from an individual employee's or group grievance, must be sent by registered mail or be personally delivered to the General Manager, or his/her designate or to the Local Union President, as the case may be, within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance.

The Parties shall meet to discuss any such grievance within ten (10) working days, then either Party may notify the other Party in writing within a further period of five (5) working days, that it intends to proceed to arbitration. Such notification shall contain details of the grievance, a statement of the exact matter in dispute and a statement of the relief sought from an arbitrator or arbitration board.

13:07 Where it appears that two (2) or more employees have the same grievance, the Union shall process the grievances as one (1) grievance subject to all application provisions under the grievance procedure, provided that such grievance shall commence at Step 1.

13 :08 **Discharge Grievance**

In the case of an employee being discharged, he/she may submit a grievance in writing on a form supplied by the Employer signed by both the Union Steward and the employee involved, to the General Manager or his/her designate, within eight (8) working days after the discharge.

The General Manger or his/her designate shall meet with the Local Union President and the grievor within five (5) working days of receipt of the grievance. Either Party may request the presence of the grievor, Union Steward, Local Union President and the CUPE National Representative, supervisor or General Manager to attend the meeting to present evidence or give assistance in the settlement of the grievance.

If the grievance is not settled at this meeting, then either Party may notify the other in writing within a further period of five (5) working days after the date of the meeting that it intends to proceed to arbitration as herein before set out.

13:09 **Mediation**

The Parties are committed to the early settlement of grievances and as such mutually agree that the process of grievance mediation is a valuable tool in arriving at mutually agreeable grievance settlements. In this regard, the Parties agree that by mutual agreement on a case-by-case basis, grievances may be referred to private grievance mediations prior to the grievance being heard by a sole arbitrator or a board of arbitration as set out in Article 14.

In such circumstances, the Parties shall by mutual agreement select the grievance mediator and they shall jointly and equally bear the fees and expenses of the mediator.

**ARTICLE 14: ARBITRATION**

14:01 If the grievance is not settled after having been duly and properly processed in accordance with the Grievance Procedure, then either Party may notify the other within a further period of ten (10) working days after receiving the written reply that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall contain the details of the grievance, a precise statement of the matter in dispute, a statement of the actual remedy sought by the Party from an arbitrator and the name and address of the Party's nominee as sole arbitrator.

14:02 The Party who receives the notice of intention to proceed to arbitration shall then notify the other Party of the name and address of its selection of an arbitrator within fifteen (15) working days after receiving the notice. If the Parties are unable to agree upon the selection of an arbitrator within a period of fifteen (15) working days, either Party shall then have the right to request the Ministry of Labour for Ontario to appoint an arbitrator.

14:03 Each Party shall jointly and equally bear the fees and expenses of the arbitrator. No grievance may be submitted to an arbitrator or dealt with by an arbitrator unless it has been properly carried through all of the required steps of the grievance and arbitration procedures.



- 14:04 Alternatively, if either Party wishes to have a board of arbitration rather than a single arbitrator, the grievance will be arbitrated by a board of arbitration. The Party who gives notice that the grievance be referred to a board of arbitration shall notify the other Party of the name and address of the Party's nominee to the proposed arbitration board. The Party who receives the notice of intention shall then notify the other Party of the name and address of their nominee within ten (10) working days after receiving the notice. The two (2) nominees shall then attempt to select a chairperson of the board. If they are unable to agree upon the selection within a further period of ten (10) working days, after the appointment of the second nominee, either of the Parties shall then have the right to request the Minister of Labour to appoint a chairperson for the board.
- 14:05 Policy or group grievances as set out in Articles 13:06 and 13:07 which are referred to arbitration shall in all cases be referred to a Board of Arbitration the procedure for which is set out in Article 14:04. Alternatively, the Parties may by mutual agreement agree that the grievance be referred to a single arbitrator, the procedure for which is set out in Articles 14:01 to 14:03 inclusive.
- 14:06 In the event an arbitrator, or arbitration board properly deals with a matter relating to discharge or other disciplinary action, the arbitrator or board has the authority to reinstate an employee with or without compensation for wages lost or to make any other award it may deem just in the event there has been a violation of this Agreement by the Employer.
- 14:07 An arbitrator or arbitration board shall not have any authority to make any decision which is inconsistent with the terms of this Agreement nor to add to or amend any of the terms of this Agreement. The jurisdiction of the arbitrator or board shall be strictly confined to dealing with the issue in dispute between the Parties and the type of relief sought as outlined in the notice of intention to proceed to arbitration. The decision of the arbitrator or majority decision of a board of arbitration shall be final and binding upon the Parties.

## **ARTICLE 15: SENIORITY**

- 15:01 New employees will be considered probationary employees until after they have been employed for ninety (90) working days for full time employees and three hundred and twenty (320) working hours for part time and casual employees. The Employer may discharge an employee at any time during the probationary period, without cause at the sole discretion of the Employer. The Union reserves the right to file a grievance on behalf of a probationary employee who has been discharged alleging a violation of legislation and in particular, the *Human Rights Code*.

### **15:02 Seniority List**

A seniority list containing the names, classifications, employing department and seniority of employees will be forwarded in an electronically readable format to the Local Union President on a quarterly basis, i.e. January, April, July and October of each calendar year.

### **15:03 Loss of Seniority**

An employee shall lose all seniority and deemed to be terminated if the employee:

- a) Voluntarily quits, resigns or retires the employ of the Employer;
- b) Is justifiably discharged
- c) Has been laid off for more than twenty-four (24) consecutive months;
- 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 intention to return or fails to report for work on the date and at the time specified in the notice;
- e) Accepts a position with the Employer outside the Bargaining Unit for a period of more than one hundred and twenty (120) calendar days unless an extension is agreed to by the Union. For periods of less than one hundred and twenty (120) calendar days an employee may return to his/her former position with seniority re-instated to the date of leaving the Bargaining Unit position;
- f) 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 he/she shall be deemed to have resigned his/her employment with the Employer.

**15:04 Change of Address**

It shall be the duty of the employee to notify the Employer promptly of any change of address or telephone number. If any employee should fail to do so the Employer may take disciplinary action. The Employer shall not be responsible for failure of any notice to reach the employee.

**15:05 Layoffs**

In the event of a layoff, the Employer agrees that employees shall be laid off in the reverse order of their seniority. The Employer shall first ask for volunteers. If more volunteers come forward than required, the Employer will first offer the opportunity in order of greatest seniority. The employees shall be recalled to work in order of their seniority.

**15:06** Any employee who is laid off may displace an employee with less seniority in the same classification or lower classification wherein it is determined that he/she is qualified and capable of performing the duties of that classification.

**15:07** In determining the ability of an employee to perform work in a classification covered by the terms of the Agreement, the Employer will consider the qualifications and the ability of the employee to perform the normal requirements of the job satisfactorily. Where the qualifications are relatively equal between the employees affected, seniority shall be the governing factor.

**15:08** An employee recalled to work in a different department or different classification from which he/she was laid off shall have the privilege of returning to the position he/she held prior to the layoff should it become vacant.

**15:09** Employees on layoff are entitled to apply for any job vacancies arising out of a job posting.

15:10 Except in circumstances beyond the control of the Employer or an emergency, the Employer shall notify a full-time permanent employee or regular part-time employee who is to be temporarily laid off ten (10) working days before the layoff is to be effective.

If the employee to be laid off has not been given the opportunity to work the amount of time specified in the above schedule he/she shall be paid in lieu of that part of the notice required in the schedule during which work was not available.

One week's pay is equal to the amount an employee would have received at his/her regular non-overtime workweek.

Where an employee has been placed on temporary layoff as a result of an annual recurring scheduled facility closure or recurring annual scheduled slowdown such as the Christmas closure or a summer vacation period, the Employer shall continue its share of Benefit contributions for the employee during the period of the temporary layoff for the Benefit Plans listed below:

- The Employer Pension Plan;
- Group Life and Survivor Income Plan;
- Long Term Disability Plan;
- Dental Care Plan;
- Extended Health Care Plan;
- Semi-Private Hospital Accommodation on Plan; and
- Vision Care Plan.

Benefit continuation is contingent on the employee maintaining his/her share of the benefit contribution. Benefit contributions shall be based on the regular wages and vacation pay earned in the six (6) months immediately prior to the temporary layoff taking effect.

15.11 The Employer shall notify full time permanent and regular part time employees who are to be permanently laid off in accordance with the following schedule:

Upon completion of the probationary period but less than one year	One (1) week
One (1) year of service, less than three (3) years	Three (3) weeks
Three (3) years of service or more	One (1) week for each year of service to a maximum of twelve (12) weeks

If the employee to be laid off has not been given the opportunity to work the amount of time specified in the above schedule, he/she shall be paid in lieu of that part of the notice required in the schedule during which work was not available. One (1) week's pay is equal to the amount an employee would have received at his/her regular non-overtime work week.

## ARTICLE 16: LEAVES OF ABSENCE

### 16:01 General

Subject to the written approval of the General Manager only, an employee may be granted a leave of absence without pay because of personal illness or for valid personal reasons. All applications for leave of absence must be made in writing and submitted to the General Manager. Any extension of a leave of absence must also be applied for and granted in writing.

### 16:02 Pregnancy Leave

- a) Pregnancy leave of absence must be applied for and granted in writing. An employee who will have completed thirteen (13) weeks of employment with the Employer prior to the probable date of delivery, and who presents to the General Manager a doctor's certificate or certificate from a midwife stating that she is pregnant and the probable date of delivery, is entitled to a pregnancy leave of absence of seventeen (17) weeks.
- b) For employees with thirteen (13) weeks of service or more the Employer will pay ninety-five (95%) percent of their regular rate in a non-overtime week during the one (1) week waiting period for Employment Insurance benefits, and, for the next sixteen (16) weeks, will pay the difference between Employment Insurance benefits and ninety-five (95) percent of their regular rate in a non-overtime week, provided that the employee applies for and receives Employment Insurance benefits.

The weekly top-up payment with respect to Article 16:02 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 regular non-overtime 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 Employer.

If pregnancy-related complications force the employee to stop work before she has arranged her pregnancy leave, she has two (2) weeks from that date to give the Employer 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 cases 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 intended to start her pregnancy leave as stated in her 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 Employer 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 Employer four (4) weeks written notice before the date the leave was to end.
- e) Seniority, vacation, benefits, and pensionable service continue during an employee's pregnancy leave, provided the employee fulfills any requirements for said continuation.

### 16:03 **Parental Leave**

- a) An employee who is a parent of a child and who has been employed with the Employer for at least thirteen (13) weeks is entitled to a period of 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 an unpaid parental leave as follows:
  - i) Up to sixty-one (61) weeks of parental leave for birth mothers;
  - ii) Up to seventy-eight (78) weeks of parental leave for all other new parents, such as birth fathers, adoptive parents, and same-sex partners.
- b) For employees who take pregnancy leave, parental leave commences when her pregnancy leave ends or when the baby first comes into custody, care, and control of the birth mother. For other parents, parental leave must commence within seventy-eight (78) weeks after the birth or after the child first comes into the custody care, and control of a parent. 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 Employer two (2) weeks' written notice prior to the commencement of the leave. If he/she does not specify when the leave will end, it will be assumed that he/she wishes to take the maximum leave.
- d) An employee who has given notice to begin 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.
- e) 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 Employer written notice of his/her intent to take the parental leave.
- f) If an employee on parental leave wishes to change the date of his/her return to work to an earlier date, he/she must give the Employer four (4) weeks' written notice of the date on which he/she intends to return.

- g) 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 Employer four (4) weeks' written notice before the date the leave was to end.
- h) Seniority, vacation, benefits, and pensionable service continue during an employee's parental leave, provided the employee fulfills any requirements for said continuation.

#### 16:04 **Primary Caregiver Leave**

- a) Primary Caregiver Leave is available to a parent, other than a biological mother, who has the primary responsibility for the care of a child during the period 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. 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 parent, because the mother 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 (2) parents.
- d) For employees with one (1) year of service or more the Employer will pay ninety-five (95%) percent of salary during the one (1) week waiting period for Employment Insurance benefits, and, for the next eleven (11) weeks, will pay the difference between Employment Insurance benefits and ninety-five (95%) percent of their regular rate in a non-overtime week, provided that the employee applies for and receives Employment Insurance benefits. In the case of an adoption, the Primary Caregiver Leave shall not apply to adoptions, which arise through the blending of families.

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 ninety-five (95%) of the employee's regular non-overtime 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*.

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

16:05 The requirements established by Employment & Immigration Canada concerning Employment Insurance benefits and Supplemental Employment Benefits (SEB), as they apply to Articles 16:02 and 16:04 are as follows:

**Benefit Level**

Other earnings earned by an employee with another employer or by self-employment must be considered in the benefit level criterion. The combination of Employment Insurance benefits, Supplemental Employment Benefits and all other earnings will never exceed ninety-five (95%) percent of the employee's normal weekly earnings.

**16:06 Employer Discontinues Contributions to Benefit**

Where an employee has been granted leave of absence without pay in accordance with and pursuant to Article 16:01 Leave for Valid Personal Reasons, the Employer shall discontinue its share of contributions for the aforesaid employee to the Benefits Plans listed below:

- The Employer Pension Plan;
- Group Life and Survivor Income Plan;
- Long Term Disability Plan;
- Dental Care Plan;
- Extended Health Care Plan;
- Semi-Private Hospital Accommodation Plan;
- Vision Care Plan.

The Employer will notify the employee in writing whenever Employer contributions to such plans are discontinued.

**16.07 Employee May Continue Contributions**

The employee may make provisions for continuance of coverage of whatever benefits programs in which he/she was enrolled prior to said leave of absence being granted, by making direct payment to the Employer's office. All premiums must be paid in advance and in accordance with the rules established by the Employer.

**16:08 Seniority During Leave of Absence**

Employees who have been granted leave of absence shall retain seniority acquired until said leave of absence commences. The employee shall not continue to acquire seniority while on leave of absence where an employee has been granted sixty (60) working days or more leave of absence for valid personal reasons in accordance with and pursuant to Article 16:01 of the Agreement.

16:09 The Employer shall grant a leave of absence for employees at the request of the Union upon three (3) working days of notice. A shorter notice period may be considered by the Employer. The Employer shall continue the wages and benefits of such employees. The Union shall reimburse the Employer by the 15<sup>th</sup> day of the month following the month in which the Employer provides the Union with an accounting of the monies owing.

**16:10 Compassionate Care Leave**

The Employer will grant compassionate care leave of up to a maximum of twenty-eight (28) weeks to Full Time and Regular Part Time employees who take a leave of absence under the Family Medical Leave provisions of the *Employment Standards Act*.

For such employees with one (1) year of service or more, the Employer, provided that the employee applies for and receives Employment Insurance benefits, will pay the equivalent of the weekly Employment Insurance benefits, for the one (1) week waiting period.

In addition, the Employer will pay the equivalent of the weekly Employment Insurance benefits for one (1) week to the employee prior to their return from the leave of absence and the ending of Employment Insurance benefits.

**16.11 Full-Time Officer of the Union**

Where an employee is elected or selected to a full-time office within the Union, the employee may request an unpaid leave of absence at least ten (10) working days in advance in writing from the Employer, and the employee shall be granted leave of absence.

Such unpaid leave shall be renewed each year, on request, during the employee's term of office. On the expiration of their term of office and upon written request to the Employer, which must be submitted at least ten (10) working days prior to said termination, the member shall be returned to their former position.

The above-described leave of absence shall be limited to one (1) employee at any one time during the term of this Agreement

**ARTICLE 17: HOURS OF WORK AND OVERTIME**

17:01 There shall be no guarantee of hours of work per day or week.

- a) Salaried employees listed in attached "Letter of Understanding" shall be given preference in scheduling all available shifts, prior to the scheduling of other Full-Time Employees, part-time, casual and contract employees.
- b) Other Full-Time employees, by seniority, shall be given preference in scheduling all available shifts, prior to the scheduling of part-time, casual and contract employees.
- c) Part-time employees by seniority shall be given preference in scheduling any shifts not filled in (a) or (b) above, prior to casual and contract employees.

17.02 All employees who work in excess of eighty-eight (88) hours in bi-weekly period (currently the pay period) will receive time and one half (1½) for all hours in excess of eighty-eight (88) hours, subject to Article 17.05 for working seven consecutive days in a row.

17.03 All employees covered by this Agreement shall receive time and one half (1½) for all hours worked on a Sunday except as otherwise noted below. Employees who work on a Saturday of a Holiday Weekend shall receive time and one half (1 ½) for all such hours worked. For



membership only events hosted on Easter Sunday and Mother's Day, employees shall be paid at regular rate. This provision shall sunset (expire) on June 30, 2025, at which point employees scheduled to work on all Sundays shall be paid at time and a half.

17.04 All employees covered by this Agreement shall be paid for all work performed on the seventh (7th) consecutive day worked regardless of the total hours worked in the previous six (6) days at the rate of two (2) times the regular hourly rate.

17.05 An employee with the consent of his/her supervisor shall have the option of requesting time off in lieu of the equivalent overtime payment (for example, an employee who incurs one (1) hour of overtime shall be either paid at one and one-half times (1½) his/her wage rate or be provided with one and one-half (1½) hours of lieu time off).

Such lieu time off, if approved, shall be granted at a date mutually agreeable to the employee and his/her supervisor. Time off in lieu arrangements will not be granted in the event that overtime would be incurred by this arrangement. Lieu time must be used within the twelve (12) months in which it was earned. The Employer reserves the right to cash out lieu time owing at the appropriate rate in the event a date mutually convenient to the employee and the supervisor cannot be found.

17:06 **Callback**

Employees who are called back to work after completing their regular shift and who had left their place of work, will receive a minimum of four (4) hours at the rate of time-and-one-half (1½) of the regular hourly rate or the appropriate overtime rate for all hours worked, whichever is the greater. This clause shall not be applicable where an employee is instructed to report early for a regular shift. Such hours will not form part of the calculation noted in Article 17:02.

17:07 **Overtime Distribution**

Overtime distribution shall be governed by the appropriate work jurisdiction or department of the supervisor of the group of employees being considered.

The Employer agrees to distribute overtime work as equitably as possible amongst employees who normally perform the work requested to be done. Overtime that is offered but is refused by an employee shall be counted as having been worked for the purposes of establishing records.

Except for emergencies, overtime will first be offered to regular full time employees normally performing the work in that classification. Employees who are requested to work overtime and fail to report for the assignment will be considered to have worked for the purpose of maintaining records on overtime distribution.

17:08. **Rest Period**

An employee is entitled to a fifteen (15) minute rest period for every three (3) hours scheduled. Such rest period shall be taken during the three (3) hour period.

17:09 The Employer agrees to schedule full time employees for a total of up to eighty (80) hours

per bi-weekly pay period providing work is available. Such hours would be averaged over the two-week period for the purposes of overtime payment. If there is a reduction in the available hours within a classification, resulting in scheduled hours falling below eighty (80) hours these employees will be given preference by seniority within the classification. Full-time employees will normally receive at least one day off not including Sundays during the bi-weekly pay period.

- 17:10 Part-time and casual staff will not be used in order to reduce the hours of full-time employees.
- 17:11 Contract employees will only be used to perform Bargaining Unit work if Bargaining Unit members are not available at their regular job rate.
- 17:12 The Employer shall post the schedule on Friday of the week prior to the scheduled week. Should changes be required to the posted schedule, the Employer will endeavour to notify the employee directly in person or by telephone, email or note at least twelve (12) hours in advance. Part-time and casual employees will indicate their availability for work two weeks in advance of the schedule being posted.
- 17:13 In the event employees report for work as scheduled, but work is no longer available, the Employer will offer at least three (3) hours employment in other work at their regular hourly rate of pay, or at the discretion of the Employer, the employees shall be entitled to three (3) hours pay at their regular hourly rate of pay.

**ARTICLE 18: PAID HOLIDAYS**

- 18:01 All full time employees covered by this Agreement shall be granted the following paid holidays with pay at the employee's regular rate of pay for his/her normal number of working hours. Normal number of working hours is determined by calculating the employee's total annual hours worked on regular scheduled shifts and dividing by two hundred and sixty (260) days.

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Day before Christmas Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Day before New Year's Day

All full time employees required to work on any of the above paid holidays will receive pay for time worked on such holidays at one and one-half (1½) times their regular rate in addition to the regular paid holiday pay.

- 18:02 Entitlement to paid holiday pay for all employees is subject to the following conditions:
  - a) The employee reports for work on such holiday as requested; and

- b) The paid holiday involved occurs or is observed by the Employer during a period when the employee concerned is not absent from work by reason of sickness (as to which the provisions of Article 20 shall apply), authorized leave of absence, or by reason of being laid off.

18:03 The Employer shall designate for all employees the day of observance of paid holidays in the aforementioned Article 18:01. Notice shall be sent to the Union by the Employer within a reasonable time period prior to the date of observance of the paid holiday or paid holidays.

18.04 All regular part-time employees required to work on any of the above paid holidays as set out in Article 18.01, and who qualify as set out in Article 18.05, will receive pay for time worked on such holidays at one and one-half (1 ½) times their regular rate, in addition to the regular paid holiday pay.

Those employees who do not qualify for holiday pay and are required to work on any of the above paid holidays will receive pay for time worked on such holiday at one and one-half (1 ½) times their regular rate.

18.05 Full time and regular part-time employees qualify for holiday pay as set out in Article 18:01 and 18:06 respectively unless:

- (a) The employee does not work his or her scheduled regular day of work preceding or following the holiday; or
- (b) The employee having agreed to work on a public holiday does not report for and perform the work without reasonable cause.

18:06 All regular part-time employees who qualify for holiday pay as set out in Article 18:02 shall receive holiday pay as follows: all regular wages and vacation pay the employee earned in the four (4) weeks ending just before the work week with the holiday and divide this sum by eight (8) to a maximum of eight (8) hours.

## **ARTICLE 19: VACATION WITH PAY**

19:01 Vacations will, as far as practicable taking into consideration operational requirements, be granted at the times most desired by the employees. An employee, to qualify for consideration of his/her request for vacation, in accordance with their seniority standing, must notify the Employer of their preferred vacation time before November 15 of the previous calendar year. The Employer shall post vacation schedules by December 15 of the previous calendar year each year, and thereafter such schedules shall not be changed unless mutually agreed to by the employee and the Employer. Employees wishing to split vacation periods can only exercise their seniority for one period. Requests for vacation periods shall not be unreasonably withheld. The Employer reserves the authority to designate vacation periods in a manner consistent with efficient operations of the Employer.

19:02 Unless in exceptional circumstances and when mutually satisfactory arrangements can be made, employees with more than three (3) weeks' vacation may have such vacation continuous only if taken in the period of July and August.

Full time employees who have earned vacation credits after July 1st shall be entitled to vacation pay as follows:

Vacation Qualification Length of Continuous Service as of anniversary date of hire	Vacation Entitlement (Length of Vacation with Pay at Regular Hourly Rate not including gratuities)	Based on a Percentage of Overtime and Earnings (not including gratuities)
One (1) month	One (1) day	4%
Two (2) months	Three (3) days	4%
Three (3) months	Four (4) days	4%
Four (4) months	Five (5) days	4%
Five (5) months	Six (6) days	4%
Six (6) months	Eight (8) days	4%
Seven (7) months	Nine (9) days	4%
Eight (8) months	Ten (10) days	4%
Nine (9) months	Eleven (11) days	4.2%
Ten (10) months	Thirteen (13) days	5%
Eleven (11) months	Fourteen (14) days	5.4%
One (1) year	Fifteen (15) days	6%
Six (6) years	Sixteen (16) days	6.4%
Seven (7) years	Seventeen (17) days	6.8%
Eight (8) years	Eighteen (18) days	7.2%
Nine (9) years	Nineteen (19) days	7.6%
Ten (10) years	Twenty (20) days	8%
Eleven (11) years	Twenty-One (21) days	8.4%
Twelve (12) years	Twenty-Two (22) days	8.8%
Thirteen (13) years	Twenty-Three (23) days	9.2%
Fourteen (14) years	Twenty-Four (24) days	9.6%
Fifteen (15) years	Twenty-Five days	10%

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

19:03 An employee with the prior approval of his/her supervisor 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 than one (1) month prior to the beginning of the next vacation year.

19:04 Severance vacation pay in the form of vacation with pay credits shall be granted in accordance with Article 19:02 to employees whose employment is discontinued.

19:05 If a holiday falls during an employee's vacation, an extra day with pay will be allowed off in lieu of the holiday.

19.06 Part-time and temporary employees will receive vacation pay based on four percent (4%) of earnings (not including gratuity) paid on a bi-weekly basis. This percentage will increase to six (6%) for employees with more than six (6) years of employment with the Employer.

## **ARTICLE 20: SICK LEAVE**

### **20.01 Required to Call In**

When an employee is unable to report to work due to sickness or injury, the supervisor must be notified promptly and informed by the employee 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 and at a contact number which the employee may be reached.

### **20.02 Physician's Certificate**

An employee may, with prior warning, be required to provide a doctor's certificate certifying that the employee is unable to carry out his/her normal duties due to illness or injury. For clarity, prior warning shall mean any time prior to the employee's return to work, including but not limited to prior to the commencement of the sick leave. The Employer will only accept original medical certificates verified by a legally qualified and licensed medical practitioner that indicates first day of illness or injury, if known, first treatment date, and the prognosis for return to work, if known. The employee may with notice to the immediate supervisor, provide a faxed copy of the medical certificate in advance of her/his return to work. The original copy of the said certificate must be provided immediately upon the employee's return to work. Normally, an employee will not be required to produce a medical certificate for absences due to illness of less than three (3) consecutive days.

### **20:03 Records**

A record of all used sick leave shall be kept by the Employer. In the event that the Employer wishes to meet with an employee to discuss her/his sick leave record, the employee will be permitted to have a Union steward present upon the request of the employee.

### **20:04 Misuse of Sick Leave**

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.

### **20:05 Medical Examination**

Where the Employer has reason to believe that the employee may not be able to satisfy or satisfactorily perform 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.

### **20:06 Dispute Over Medical Examination**

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.

**20:07 Sick Pay Leave - While Drawing Workplace Safety and Insurance Benefits**

An employee who is prevented from performing his/her regular work with the Employer as a result of an occupational accident that is recognized by the 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 Workplace Safety and Insurance Board and the employee's regular rate 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.

**20:08 Sick Leave Accumulation**

- a) Upon completion of the probationary period, regular employees are eligible for sick leave with pay. Sick Leave shall accumulate at the rate of one (1) hour for every twenty (20) hours worked to a maximum ninety-six (96) hours in a twelve-month period. Sick days may be carried over from one year to the next to a maximum of ninety-six (96) hours. Sick days will not be paid out when employment ceases.
- b) All calculations for sick leave shall be made in the same manner as Article 18:06.

**20:09 Hospitalized or Confined During Vacation**

An employee who is hospitalized or confined by order of a licensed physician during his/her vacation period will be allowed to draw sick leave with pay for the period of time for which he/she is hospitalized or confined in accordance with Article 20:08 providing that the employee furnishes proof of such hospitalization or confinement to his/her supervisor. The employee will be allowed to reschedule that portion of vacation during which he/she was hospitalized or confined at a later date mutually agreeable to the employee and the employee's supervisor.

**20:09 Expiry of Sick Leave Benefits**

The Employer will notify the Union of Bargaining Unit employees whose sick leave has expired and who are not in receipt of long-term disability (LTD) or Workplace Safety and Insurance Board (WSIB) benefits and whether they have a return to work plan. The Union will receive a copy of all return to work plans.

**20:10 Return from LTD**

An employee who has been discontinued from long term disability benefits, and is certified medically fit to return to work in a classification other than the classification in which they were employed immediately prior to receiving long term disability benefits, may exercise their seniority and displace the least senior employee in an equivalent or lower classification once only, providing the following qualifications are met:

- 1. the employee must have exhausted all sick leave credits prior to exercising their seniority;
- 2. the employee must be certified as being medically fit to perform all of the duties within the classification of the employee being displaced; and

3. the employee must have the knowledge, ability, and skill to perform all of the duties within the classification of the employee being displaced.

Notwithstanding the above, the Employer will have the option of assigning the employee to any vacant Bargaining Unit position within reason, providing the employee is medically fit and qualified to perform such work.

**20:11 Accommodation / Return to Work**

The Employer recognizes its duty to accommodate the disabilities of Bargaining Unit members under the *Ontario Human Rights Code*. An employee will be reimbursed for all medical reports related to accommodation that the Employer may request subsequent to the initially completed Employer Return to Work Form. Reimbursement will be up to the amount as outlined in the Ontario Medical Association’s Guidelines.

**ARTICLE 21: BEREAVEMENT LEAVE**

21:01 In the event of the death of a member of the immediate family or a member of his/her household or a person whose relationship is not defined below, the impact of which is comparable to that of the immediate family, an employee will be granted, upon request, up to a maximum of five (5) working days without loss of regular pay. An employee may use paid personal leave, if available, to supplement the leave.

"immediate family" shall mean: spouse through marriage, common-law spouse, same-sex partner, parent, child (including stepchild), sibling (including stepbrother, stepsister), parent-in-law, brother/sister-in-law, son/daughter-in-law, grandparent, grandchild, guardian, or ward.

All calculations for bereavement shall be made in the same manner as Article 18.

**ARTICLE 22: PAID PERSONAL LEAVE OF ABSENCE**

22:01 Commencing July 1st of each year, each member of the Bargaining Unit, subject to operational requirements, shall be allowed up to four (4) days' paid leave of absence. Employees shall be permitted to use paid personal leave of absence for the observance of religious holidays of their faith which fall on a day in which they would normally be required to work. Such leave of absence shall not accrue from one year to another if not used in that year. Each application for leave of absence shall indicate the reason for the application therefore. Written requests for leave of absence must be submitted to the supervisor at least five (5) working days in advance (excluding weekends and holidays). The supervisor will provide the employee with an answer in writing within two (2) working days after receiving the written request. Employees shall not be allowed to use leave of absence for purposes of extending vacations or the day prior to or following a paid holiday.

<b>Length of Service</b>	<b>Day(s) of Paid Personal Leave</b>
0 to 3 months	1
4 to 6 months	2
7 to 9 months	3
10 or more months	4

In cases of emergency the employee shall give the supervisor as much notice as possible. Such emergency leaves will not be unreasonably withheld. All calculations for paid personal leave shall be made in the same manner as Article 18.

### **ARTICLE 23: NON-BIRTH PARENT LEAVE**

23:01 Upon the birth or adoption of a child, a father or same sex parent shall be granted up to five (5) 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. Such leave must be taken within the first month of the birth or the adoption.

### **ARTICLE 24: JURY DUTY OR CROWN WITNESS SERVICE**

24:01 The Employer shall continue the payment of full wages to any employee who is required for jury duty or crown witness service for the period of such service. The foregoing is on condition of the employee paying the Employer the full amount of any compensation received for such jury duty or crown witness service exclusive of compensation expressly provided for meals and/or travel.

### **ARTICLE 25: JOB POSTING - PROMOTIONAL OPPORTUNITY**

25:01 Where the Employer decides to fill a vacancy in the Bargaining Unit on an ongoing continued basis, the Employer first will post notice of the said position for a period of six (6) working days. Jobs shall be posted on a Union bulletin board. A copy shall be sent to the Local Union President, in order that all members will know about the position and be able to make written application therefore on a form provided by the Employer. Such notice shall contain the following information: nature of the position, job description, required knowledge and education, ability and skills, hours of work and wage rates. The Employer shall select the most qualified applicant for the position taking into account factors such as qualifications, skills, abilities and previous relevant experience. Where the factors are equal as between two or more candidates, primary consideration will be the seniority of the applicant(s).

Nothing in this clause shall prevent the Employer from filling the advertised job from within the Bargaining Unit or from any other source after the job has been properly posted and all applicants have been given consideration.

#### **25:02 Trial Period**

An employee promoted or transferred to a new position shall be placed on trial for a period of thirty (30) working days from assumption of new duties. Conditional on satisfactory service such trial promotion shall be confirmed after the period of thirty (30) working days.

An employee who has completed the trial period of thirty (30) days and has not met the required standard of performance but in the judgement of the Employer would benefit from



additional time and experience in the position shall be placed on an additional trial period of thirty (30) days. When extending the trial period, the Employer shall notify the steward in writing.

In the event the successful candidate proves unsatisfactory in the position during the aforementioned trial period or during the additional thirty (30) day trial period, he/she shall be returned to his/her former position without loss of seniority and at the former wage rate.

Any other employee promoted because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority and at their former wage rate.

**25:03 Employee Returned to Previous Job**

Any such employee shall be given the opportunity to revert to his/her former position and conditions if they so request within thirty (30) working days from the assumption of new duties and the provisions of the immediate preceding paragraph shall apply to such reversion.

**ARTICLE 26: TEMPORARILY RELIEVING HIGHER CLASSIFICATIONS IN THE BARGAINING UNIT**

26:01 When an employee has been assigned to work in a job of a higher classification in the Bargaining Unit, he/she shall be paid at the appropriate rate for all hours worked on that assignment after having worked at least one hour, including the first hour.

26:02 An employee may be temporarily assigned to work in a job at a higher classification for periods of up to one (1) year. The Employer will post the position should the temporary assignment continue beyond one (1) year. Where the assignment is due to pregnancy or parental leave, such assignment can be for a period of up to eighteen (18) months.

**ARTICLE 27: ACTING POSITION EXCLUDED FROM THE BARGAINING UNIT**

27:01 Employees who continue to be employed by the Employer in an acting position outside of the Bargaining Unit shall continue to acquire seniority for the duration of the acting appointment. The Employer will endeavor to distribute such positions within the department to the extent that it is feasible to do so. An employee in an acting position shall be paid at least at the minimum rate for such acting position but shall not suffer a reduction in wage rate. Where the assignment is due to pregnancy or parental leave, such assignment can be for a period of eighteen (18) months.

**ARTICLE 28: THREE DAYS OFF WITH PAY**

28:01 For each twelve (12) month period during the life of the Collective Agreement, i.e. from July 1st to June 30th, the Employer 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 Employer 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 by the employee and his or her supervisor.

The Employer, in its sole discretion, shall designate the three (3) days in a given twelve (12) month period. The Employer will send notice to the Union 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.

## **ARTICLE 29: JOB SECURITY**

29:01 It is the declared intention of the Employer to provide for the job security of the employees covered by the terms of this Agreement to the extent consistent with the obligation of the Employer to undertake the operations and administration of the Employer in the most efficient and economic manner possible in order that it may satisfactorily discharge its responsibilities. It is agreed that any employee who was hired as of the date of ratification of this Collective Agreement shall not be laid off by reason of the Employer contracting out work being performed by such employee. However, in such event, the Employer agrees that the employee will be placed in another job with a similar rate and be retrained.

## **ARTICLE 30: BULLETIN BOARD**

30:01 The Employer agrees to provide space on bulletin board marked Canadian Union of Public Employees, Local 3261, for official Union notices on the understanding that such notices will be in keeping with the general spirit and intent of this Collective Agreement.

## **ARTICLE 31: CORRESPONDENCE**

31:01 All correspondence between the Parties arising out of this Agreement or incidental thereto shall pass to and from the General Manager or his/her designate, and the Local Union President, Canadian Union of Public Employees, Local 3261, 703 Spadina Ave., 2nd Floor, Toronto, Ontario, M5S 2J4.

31:02 Any such communication given under this Agreement shall be deemed given and received as of the business day following the date of mailing.

## **ARTICLE 32: PERSONNEL FILES**

32:01 An employee shall have the right to examine all documents pertaining to that individual in any file kept by the employing Employer as a basis for personnel decisions affecting that employee, and to have such files corrected or supplemented in cases of inaccuracy or inadequacy. Such comments shall become part of the file.

Examination of the personnel files may be made after the employee gives notice of his/her

desire to do so, and under the conditions, which the employing Employer deems appropriate to ensure security of the file.

### **ARTICLE 33: WAGES**

33:01 The Employer agrees to pay the schedule of base wage rates attached hereto as Schedule A, which rates shall be payable from the date of ratification for the term of this Agreement.

#### **33 :02 Electronic Transfer of Wages**

All Full-Time employees will receive their pay every two (2) weeks by electronic transfer of funds into their financial institution account. All new employees will be required to complete a Payroll Bank Deposit Authorization Card and provide a sample-voided cheque on commencement of employment. In the event that the employee changes to another financial institution it is the employee's responsibility to notify the Employer by completing another Payroll Bank Deposit Authorization Card.

#### **33:03 License Fees**

The Employer shall pay the annual (or bi-annually or as otherwise periodically required) licensing, certificate, registration or training fees for any employee who is required to hold such a license, registration or certificate or take such training for the performance of their duties, as required by the Employer.

### **ARTICLE 34: BENEFITS**

34:01 The Union agrees that the Employer can change the benefit plans and/or carriers for the benefits on prior notice to and discussion with the Union and provided the level of benefits coverage is not diminished.

#### **34:02 Pension Plans**

All eligible employees shall be enrolled in the Pension Plan for Members of The Faculty Club Full Time and Regular Part Time Employees under the terms and conditions of that Plan.

The Employer agrees to provide a Pension Plan. The Pension Plan is a mandatory 4% contribution by the employee; the Employer contribution is 6%. This percentage is calculated on the base rate to a maximum of 80 hours over a 2-week period excluding gratuity, bonus overtime and vacation pay if on hourly wage.

The Employer shall have the right to amend or change that said Pension Plan during the term of this Agreement.

### **FOR ELIGIBLE EMPLOYEES:**

#### **34.03 Life Insurance**

The Employer agrees to provide a Life Insurance Plan, the details of which are set out in the Plan Description Booklet.

**34:04 Long Term Disability Plan**

The Employer agrees to provide a Long Term Disability Plan, the details of which are set out in Plan Description Booklet.

**34:05 Dental Plan**

The Employer agrees to provide a Dental Plan as set out in Plan Description Booklet.

**34:06 Extended Health Care Plan**

The Employer agrees to provide an Extended Health Care Plan, the details of which are set out in Plan Description Booklet.

**34:07 Semi-Private Hospital Accommodation on Plan**

The Employer agrees to provide a Semi- Private Hospital Accommodation Plan, the details of which are set out in Plan Description Booklet.

**34:08 Vision Care Plan**

The Employer agrees to provide a Vision Care Plan, the details of which are set out in Plan Description Booklet.

**ARTICLE 35: MEALS**

35:01 A meal is provided for the working shift and is a three dollar (\$3.00) taxable benefit.

**ARTICLE 36: SHOE ALLOWANCE**

36:01

- (a) The Employer agrees to provide a maximum of one hundred and seventy-five dollars (\$175) for full-time employees, who have completed their probationary period, for the purchase of shoes annually.
- (b) The Employer agrees to provide a maximum of one hundred and twenty-five dollars (\$125) for part-time employees, who have completed their probationary period, for the purchase of shoes annually.
- (c) The Employer agrees to provide a maximum of seventy-five dollars (\$75) for casual employees who have completed three hundred and twenty (320) hours of employment, for the purchase of shoes annually.

**ARTICLE 37: UNIFORM ALLOWANCE**

37:01 Uniforms will be provided to employees upon initial appointment, as follows:

**Full-Time: (up to \$80 reimbursement for pants)**

Five (5) shirts, short or long sleeve in any combination as requested by the employee.

Two (2) pants/skirts

Two (2) apron

**Part-Time: (up to \$50 reimbursement for pants)**

Three (3) shirts, short or long sleeve in any combination as requested by the employee.

Two (2) pants/skirts

Two (2) aprons

**Casual:** one (1) shirt, one (1) apron immediately and one (1) pant (following completion of probation) (up to \$50 reimbursement in total)

Where the Employer determines that a dress jacket is required, the Employer shall provide up to \$200 per 12 month period July 1 to June 30.

It is recognized that the nature of the work performed by Faculty Club employees requires that their uniforms be presentable and in good condition.

In the event an employee cannot obtain a proper fitting uniform the Employer will provide the employee with a cost reimbursement up to the current value of the clothing article as currently provided.

Therefore, the Employer agrees to replace the above clothing on an as required basis. Employees shall submit worn out clothing for replacement to their Supervisor.

**ARTICLE 38: JOB CLASSIFICATION**

38.01 In the event of the Employer establishing any new job classifications or positions within the Bargaining Unit, the Employer will discuss the terms of the job classification or position with the Union prior to the establishment of the aforementioned job, classification or position. Nothing in this Article shall be interpreted to prevent the Employer from establishing any new job classification or position and staffing it in accordance with the terms of this Agreement. If the Employer and the Union are unable to agree upon the job rate assigned to the classification or position, the job rate may be referred to the Grievance and Arbitration Procedure of this Agreement.

**ARTICLE 39: TRAINING**

39.01 The Employer shall provide Bargaining Unit members with appropriate training opportunities. Employees may be required to maintain their acquired skills and occupational qualifications and to improve and add to them whenever possible. They are expected and may be required to attend training, retraining and general development seminars and courses offered and paid for by the Employer.

Where training is required during working hours, the employee shall suffer no loss of earnings during such training.

**ARTICLE 40: PRINTING OF THE AGREEMENT**

40:01 Printing and distribution of this Agreement will be the Employer's responsibility. The

Employer will supply a copy of the said Agreement to all employees covered by the Agreement. The Employer will also supply the Union with an electronic copy and 10 printed copies of the Agreement.

**ARTICLE 41: DURATION AND MODIFICATION OF AGREEMENT**





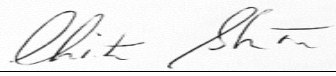
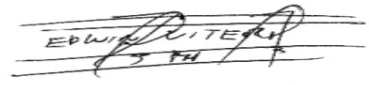
41:01 This Agreement shall continue in effect until June 30, ~~2022~~ **2025** and shall continue automatically thereafter for annual periods of one (1) year each, unless either Party notifies the other in writing within the period of three (3) months preceding the expiration date of this Agreement, 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.

In Witness whereof each of the Parties hereto has caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on this 10 th day of ~~December, 2019~~ August, 2023.

THE FACULTY CLUB OF THE  
UNIVERSITY OF TORONTO

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3261

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
President - CUPE Local 3261

\_\_\_\_\_  
President of the Board of Directors

\_\_\_\_\_  
CUPE Servicing Representative

Schedule "A"

	Effective July 1, 2023		Effective July 1, 2024	
	Start Rate	Job Rate	Start Rate	Job Rate
	5%		3%	
Group Leader Food Services	\$27.69	\$29.43	\$28.52	\$30.31
Cook 1	\$23.08	\$24.81	\$23.77	\$25.56
Cook 2	\$20.19	\$21.91	\$20.80	\$22.57
Cook 3	\$18.46	\$19.61	\$19.01	\$20.20
House Technician	\$18.35	\$19.50	\$18.90	\$20.08
Salad Preparer	\$17.15	\$18.42	\$17.66	\$18.97
Dishwasher	\$16.55	\$18.21	\$17.05	\$18.75
*Casual Dishwasher		\$21.22		\$21.22

Job Title	Job Rate		Job Rate	
	Start Rate	Rate	Start Rate	Rate
	5%		3%	
Group Leader Operations	\$25.55	\$27.05	\$26.31	\$27.86
Assistant Group Leader Operations	\$19.61	\$21.91	\$20.20	\$22.57
Senior Bartender	\$17.88	\$19.61	\$18.42	\$20.20
Bartender	\$14.99	\$16.73	\$15.44	\$17.23
*Casual Bartender		\$21.22		\$21.22
Senior Server	\$17.34	\$18.85	\$17.86	\$19.41
Server	\$16.55	\$16.55	\$17.05	\$17.05
*Casual Server		\$21.22		\$21.22
Cleaner	\$16.55	\$18.21	\$17.05	\$18.75
Door Person Host	\$17.17	\$18.72	\$17.68	\$19.28

**\*All casual wage rates are inclusive of vacation pay and other benefits as set out in Article 8.03(a)\*.**

## LETTER OF UNDERSTANDING - GRATUITIES

The Employer and the Union agree that fifteen (15%) of the gratuities received by the Faculty Club shall be divided amongst the administrative staff while sixty-seven (67%) of the gratuities shall be distributed to the Operational staff and eighteen (18%) percent of the gratuities shall be distributed to the Food Service Staff. The gratuities for the Operational staff and the Food Service staff shall be prorated on the basis of hours worked during the period in which the gratuities were received.

The distribution of gratuities will remain in effect until the Union notifies the Employer of a General Membership decision to change the distribution. When the Union notifies the Employer of a change, the Employer will implement the change as soon as practicable. Any changed distribution system will not result in a reduction of the portion of gratuities currently distributed to the Administration of the Faculty Club.

The Employer will provide to the Union details of the gratuities distributed to members on a monthly basis. Every two (2) weeks up to two (2) representatives of the Employer and two (2) members of the Bargaining Unit will meet to review system generated food and beverage reports. It is understood that these reports will entail a two (2) week lag.

The Parties agree that the review process will be the subject of a Labour Management Meeting.

### Agreement Gratuity Distribution

Based on responsibilities, the Parties are agreed the distribution of gratuities will be on the following basis:

Of the gratuities collected, the Club holds back 33%. Out of the 33%, 15% goes to the Administration staff and the remaining 18% goes to Kitchen and House staff. The gratuity pool amount is paid out monthly based on position and hours worked.

Kitchen and House Gratuity Pool amount is distributed as follows:

Job Title	Base rate by hour
Group Leader Food Service and Cook 1	2.00 unit per hour
Cook 2 and 3	1.00 unit per hour
Salad Preparer, Dishwasher and Cleaner	0.50 unit per hour

Dining Room, Bar and pub gratuities are now pooled together and distributed equally to Dining Room and Bar and pub staff. (Paid out every month) The remaining 67% is distributed as follows:

Job Title	Base rate by hour
Group Leader Operation, Senior Server, Server, Senior Bartender, Bartender	1.00 unit per hour
Ticket Seller, Bus Person, Door Person	0.25 unit per hour
Bartender Pub Server	0.60 unit per hour



## **LETTER OF UNDERSTANDING - TRANSPORTATION**

The Employer agrees to reimburse the cost, with receipt, of a taxi cab from the Employer's place of business to the employee's home or equivalent, between the hours of 1:00 a.m. to 6:30 a.m. for employees who either begin or end their shift during these hours.

## **LETTER OF UNDERSTANDING - LUNCH ROOM**

It is understood and agreed that the Employer will, during the life of the Collective Agreement undertake to provide a lunchroom that is separate from the employee change area. The lunchroom shall be for the use of the employees of the Faculty Club.

It is further agreed that the topic of the lunchroom shall be placed on the agenda of the Labour Management Committee.

## **LETTER OF UNDERSTANDING - SALARIED EMPLOYEES**

It is understood and agreed that the following employees will be paid a salary.

The salary will be calculated by multiplying the job rate for their classification listed in Schedule A by forty (40) hours.

If any of these employees vacate their position and a different employee is given the position, the new incumbent will receive an hourly rate appropriate as per Schedule A.

Employees:

- Chot T. Huynh
- Harold Ramos
- Phat Lam
- Tuan T. Vuong
- Lang Hue Tran

## **LETTER OF UNDERSTANDING – GROUP LEADER FOOD SERVICES**

The Employer agrees that Harold Ramos (Group Leader Food Services) will receive a wage premium of four dollars per hour (\$4.00 per hour) retroactive to July 1, 2019. The Employer agrees to pay this wage premium in addition to any negotiated across the board wage increase that would apply to the base wage rate for Group Leader Food Services. This wage premium will be in effect for the life of this Collective Agreement or unless or until the Employer fills the vacant position to which the Group Leader Food Services reports or another excluded position in which event the wage premium will cease.

## LETTER OF UNDERSTANDING - UNIVERSITY OF TORONTO PENSION PLAN- UNIVERSITY PENSION PLAN

During the life of the Collective Agreement the Employer and the Union will discuss the possibility of joining the University Pension Plan, a multi-employer Jointly Sponsored Pension Plan, which may be registered in the Province of Ontario and may be accepting additional employers and employees on July 1, 2021 and beyond.

The Parties will begin such discussions in January 2021 with a view to making recommendations for the next round of Collective Agreement renewal negotiations.

The Parties recognize this would involve an amendment to Article 34.02 which reads as follows:

### 34:02 Pension Plans

All eligible employees shall be enrolled in the Pension Plan for Members of The Faculty Club Full Time and Regular Part Time Employees under the terms and conditions of that Plan.

The Employer agrees to provide a Pension Plan. The Pension Plan is a mandatory 4% contribution by the employee; the Employer contribution is 6%. This percentage is calculated on the base rate to a maximum of 80 hours over a 2-week period excluding gratuity, bonus overtime and vacation pay if on hourly wage.

The Employer shall have the right to amend or change that said Pension Plan during the term of this Agreement.

The Parties recognize membership in the University Pension Plan will be governed by the Trust Agreement and Pension Plan text of the UPP and compliance with the *Pension Benefits Act* of Ontario.

/cope491