

MONDAY, AUGUST 11, 2025 @ 11:00AM
WITHDRAWN IF NOT ACCEPTED BY TUESDAY, AUGUST 12, 2025 @ 11:59PM
Wed, Aug 20, 2035
MEMORANDUM OF AGREEMENT

**BETWEEN** 

#### **FACULTY CLUB OF THE UNIVERSITY OF TORONTO**

(hereinafter referred to as "the Employer")

-AND-

#### CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3261, UNIT 5

(hereinafter called "the Union")

#### MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

- 1. The members of the parties' respective negotiating committees hereby agree to unanimously recommend for ratification a renewal collective agreement on the terms and conditions set out herein.
- 2. The term of the renewal collective agreement shall be from July 1, 2025 to December 31, 2027.
- 3. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto.
- 4. The provisions of the collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties, save and except where retroactivity is expressly provided for.
- 5. All attached items numbered 1 to 45 are incorporated.

For the Faculty Club	For the Union
Alex Maggiacomo	Lucque 25, 2025 16:27:38 EDT)
	SUSAN KIM SUSAN KIM (AUG 26, 2025 04:01:19 EDT)



# Faculty Club & CUPE 3261-05 WITHOUT PREJUDICE

igust 8,2025	
	Dan Comsa (Aug 26, 2025 14:13:22 EDT)
	hu dul
	Charlis Wryland
DATED AT TORONTO THIS 20th	DAY OF AUGUST 2025

# Faculty Club Economic Proposal – August 6, 2025 @ 12:30PM

1. Across-the-Board (ATB) increases and adjustments to Schedule A: Wages

July 1, 2025

3.00% ATB increase to be applied to June 30, 2025 base salary

July 1, 2026

1.00% ATB increase to be applied to June 30, 2026 base salary

January 1, 2027

2.00% ATB increase to be applied to December 31, 2026 base salary

- Where the wage rates are below minimum wage, ATB increases shall be calculated on the minimum wage rates, not on the wage rates listed in the Agreement.
- ATB increases shall apply to all job classifications in Schedule A: Wages
- Casual Cooks 1, 2, 3 positions shall not be included in the ATB increase for July 1, 2025 but instead will be eligible for all ongoing ATB increases beginning July 1, 2026.
- The July 1, 2025 ATB increase will be retroactive only for those employees who are actively employed in the bargaining unit on the date of ratification.
- 2. **Effective date of ratification**, changes to the classifications in the attached Schedule A: Wages and all other applicable articles, clauses, letters, and appendices of the Agreement as follows:
  - Create three (3) new job classifications entitled Casual Cook 1, Casual Cook
     2, Casual Cook 3, with pay rates as follows:
    - i. Casual Cook 1: \$35.00 per hour
    - ii. Casual Cook 2: \$30.00 per hour
    - iii. Casual Cook 3: \$25.00 per hour
  - All Casual Cook wages are effective July 1, 2025 and are subject to ATB increases beginning July 1, 2026.
- 3. Amend Article 15:10 to include the Employer will pay both employee and employer shares of Benefits premiums for the first thirty (30) days of a temporary, voluntary layoff. If the layoff lasts longer than thirty (30) days, the Employer will continue to pay its share of the benefits premiums for the remainder of the layoff, provided the affected employee(s) continue paying for their premiums.



- 4. The Union agrees to extend Article 17:03 for the duration of the Agreement whereby all eligible employees are paid 1.5x regular wage rate for all Sundays worked (or Saturdays of a holiday weekend) except for Mother's Day and Easter Sunday, which they shall be paid at regular rate.
- 5. Add Article 17:14 whereby employees that work more than ten (10) hours in a shift will have transportation home paid by the Club in the form of an Uber or taxi.
- 6. Additions to Article 19:03 include:
  - Employees can carry forward an additional five (5) vacation days into the next year, provided those days are allocated to a vacation planned during that next year,
  - Increase to maximum vacation days employees can accumulate in any calendar year from twenty-five (25) to thirty-five (35),
  - Employees can, with approval, request a vacation days payout of up to seven
     (7) vacation days,
  - To ensure employees do not lose any vacation days earned, if employees have exhausted all other options for vacation days (use, carry forward, accumulate, payout), the Employer will assign vacation periods.
- 7. Amend Article 20 Sick Leave to include the Employer will reimburse employees for any medical documentation the Employer requires to substantiate absences and/or prove fitness to return to work following an illness/injury.
- 8. Amend Article 34 Benefits to include that the Employer shall now pay one hundred percent (100%) of the premiums associated with the Vision Care Plan.
- 9. Amend Article 36:01 Shoes Allowance to allow all employees (prior Agreement stipulated different amounts based on employment status) to be reimbursed up to two hundred dollars (\$200) for the purchase of shoes annually.
- 10. Amend Article 37:01 Uniform Allowance to provide an increase in reimbursement amounts for pants. Create new Article 37:02 (carved out from 37:01) and increase amount reimbursed for employees who must wear a dress jacket as part of their job from \$200 to \$325 each fiscal year (July 1-June 30).

- 11. Add a Letter of Understanding (LOU) regarding future discussions between the Employer, the Union, and the Employer's benefits contract provider regarding increasing coverage limits of benefits plans such as paramedical, psychologist, dental, and vision.
- 12. Add a Letter of Understanding stating that the Employer, beginning July 1, 2026, will increase the gratuity percentage for Banquet Event Orders (BEOs) from 15% to 18% and will remain in place until the expiry of the Agreement on December 31, 2027.

#### Schedule A: Wages

	July 1, 2025	July 1, 2026	January 1, 2027
ATB Increase	3%	1%	2%
Group Leader Food Services	\$35.34	\$35.69	\$36.41
Cook 1	\$26.33	\$26.59	\$27.12
Cook 2	\$23.25	\$23.48	\$23.95
Cook 3	\$20.81	\$21.01	\$21.43
House Technician	\$20.68	\$20.89	\$21.31
Salad Preparer	\$19.54	\$19.73	\$20.13
Dishwasher	\$19.31	\$19.51	\$19.90
*Casual Dishwasher	\$21.86	\$22.08	\$22.52
*Casual Cook 1	\$35.00	\$35.35	\$36.06
*Casual Cook 2	\$30.00	\$30.30	\$30.91
*Casual Cook 3	\$25.00	\$25.25	\$25.76
Group Leader Operations	\$28.70	\$28.98	\$29.56
Assistant Group Leader Operations	\$23.25	\$23.48	\$23.95
Senior Bartender	\$20.81	\$21.01	\$21.43
Bartender	\$17.75	\$17.92	\$18.28
*Casual Bartender	\$21.86	\$22.08	\$22.52
Senior Server	\$19.99	\$20.19	\$20.60
Server	17.72	17.89	18.25
*Casual Server	\$21.86	\$22.08	\$22.52
Cleaner	\$19.31	\$19.51	\$19.90
Door Person Host	\$19.86	\$20.06	\$20.46

<sup>\*</sup>All casual wage rates are inclusive of vacation pay and other benefits as outlined in Article 8:03(a)





# Article 6: Relationship

6:02 The Employer agrees that the Local Union President, or designate, shall be given the opportunity of interviewing each new employee once, on completion of sixty (60) 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.

6:03 The Employer will keep a physical copy of the employee handbook in the employees' lunch room so that employees can familiarize themselves with the policies and procedures of the Faculty Club.

For the Faculty Club	For the Union
Alex Maggiacomo	Lulu Good Az (Aug 25, 2075 16:27:38 EDT)
	SUSAN KIM  SUSAN KIM (Aug 26, 2025 06 01 19 EOT)
	Dan Comsa (Aug 26, 2025 14:13:22 EDT)
	hu Dul
	Charlie Wryland



# Article 8: Temporary, Casual, and Regular Part-time Employees

# 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 stepchild), sibling (including stepbrother, stepsister), parent-in-law, brother/sister-in-law, son/daughter-in-law, grandparent, grandchild, guardian or ward. (Moved to Article 21)

- 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. (Moved to Article 15)
- 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. (Deleted)



## 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 all articles, letters, and conditions of the Collective Agreement except for the following provisions:

- Seniority (Articles 15:10, 15:11)
- Leaves of Absence (Articles 16:02 Pregnancy Leave, 16:03 Parental Leave, 16:04
   Primary Caregiver Leave, 16:06 Employer Discontinues Contributions to Benefit,

   16:07 Employee May Continue Contributions, 16:10 Compassionate Care Leave,
   16:11 Full-Time Officer of the Union)
- Hours of Work and Overtime (Articles 17:03, 17:09, 17:13)
- Paid Holidays (Article 18)
- Vacation With Pay (Article 19)
- Sick Leave (Articles 20:08 Sick Leave Accumulation, 20:09 Hospitalized or Confined During Vacation, 20:09 Expiry of Sick Leave Benefits, 20:10 Return from LTD)
- Paid Personal Leave (Article 22)
- Jury Duty and Crown Witness Service (Article 24)
- Three Days Off With Pay (Article 28)
- Benefit Plans (Article 34)

## 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.

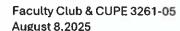
"Immediate family" shall mean: spouse through marriage, common-law spouse, same-sex partner, parent, child (including step-child), sibling (including step-brother, step-sister), parent-in-law, brother/sister-in-law, son/daughter-in-law, grandparent, grandchild, guardian or ward. (Moved to Article 21)



A Casual Employee is entitled to take up to ten (10) consecutive days unpaid 8.03(c) personal emergency leave as described in the Employment Standards Act, as amended from time to time. (Moved to Article 16)

If a child is born to a casual employee who is a non-birth parent while such 8:03(d) 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. (Moved to Article 16)

For the Faculty Club	For the Union
AM	LUCEO (Aug 25, 2025 16:27:38 EDT)
	SUSAN KIM SUSAN KIM (AUG 26, 2015 96.0) 19 (2017)
	Dan Comsa (Aug 26, 2025 14:13:22 EDT)
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	Charles Wryland





# Article 10: Union Representation

All references to "Steward" in the Agreement shall mean the union representative for the Faculty Club regardless of the actual title of said representative.

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.

Further, 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 15th day of the month following the month in which the Employer provides the Union with an accounting of the monies owing.

#### 10:04 Stewards Conducting Union Business

- (a) 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. Such requests shall not be unreasonably denied.
- (b) One (1) steward will be entitled to union release time of four (4) hours once per month to attend Local 3261's Executive meeting.
- (c) One (1) steward will be entitled to attend monthly union steward meetings either one (1) day every other month or a half-day (0.5) day per month.
- (d) The Union will provide as much notice as practicable but no less than one (1) month, except in cases of emergencies.



# 10:05 Negotiating Committee

Further, members of the Bargaining Committee shall each be granted as preparation time, 2 days one-half (1/2) day off with pay for four (4) hours per day. 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.

For the Faculty Club	For the Union
AM	La Go (Aug 25, 2025 16:27 38 EDT)
	Susan Kim Susan Kim (Muy 26 2025 06 02:19 EDT)
	Dan Comsa (Aug 26, 2025 14:13:22 EDT)
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	Charles Wryland



# 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 discipline, suspension or discharge, prior to discussing the matter with the employee, the supervisor will inform the employee of his/her right to have Union Representation 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.

#### 11:02 Progressive Discipline

The Employer accepts and will adhere to the principles of progressive discipline. The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Where appropriate, discipline will be preceded by informal coaching. Progressive discipline will typically involve:

- i) A verbal warning first;
- ii) followed by a written warning;
- iii) followed by graduated suspension steps of 1-day then 5-days, prior to discharge.

11:03 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.

For the Faculty Club	For the Union
AM	Lucyon Az (Aug 25, 2025 16:27:38 EDT)
	Susan Kim Susan Kim(Am) 25, 2023 06:01:19 EDIT
	Dan Comsa (Aug 26, 2025 14:13:22 EOT)
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	Charlie Wryland

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# Article 13: Grievance Procedure

All mentions of General Manager in the Agreement shall be changed to Executive Director.

# 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 Executive Director 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.

## 13:07 Employer Grievance

A grievance of the Employer must be sent to the Local Union President within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance.

#### 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 or designate and the employee involved, to the Executive Director General Manager or his/her designate, within eight (8) working days after the discharge.

For the Faculty Club	For the Union
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	Dan Comsa (Aug 26, 2025 14:13:22 EDT)
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	Charles Wryland

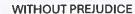


## **Article 14: Arbitration**

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.

For the Faculty Club	For the Union
AM	Lu Go M2 (Aug 25, 2025 16:27:38 EDT)
	SUSAN KIM SUSAN KIM (AUG 26, 2025 06:01:19 EDT)
	Dan Comsa (Aug 26, 2025 14:13:22 EDT)
	hu Dul
	Charles Wryland





# **Article 15: Seniority**

#### 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.

15:10 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.

It is the Employer's intention not to lay off staff but where an employee has been placed on a temporary, voluntary 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, or in cases of unexpected layoffs, the Employer shall continue to pay both employee and employer shares of Benefit contributions for the employee for the first thirty (30) days of such layoff and continue to pay its share of Benefit contributions for the remainder during the period of the temporary, voluntary layoff for the Benefit Plans listed below:

It is the Employer's intention not to lay off staff, but where an employee has been placed on a temporary, voluntary layoff, the Employer shall pay both employee and employer shares of Benefit contributions for the first thirty (30) days of such layoff and thereafter continue to pay its share of Benefit contributions for the remainder of the temporary, voluntary layoff for the Benefit Plans listed below:

- The Employer Pension Plan;
- Life Insurance 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.

After thirty (30) days of a temporary, voluntary layoff, benefit continuation is contingent on the employee maintaining his/her share of the benefit. 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.

15:12 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 or casual position shall count towards the probationary period, seniority, eligibility for benefits and sick leave, and placement on the wage schedule in their new regular part-time or full-time position.

15:13 If a casual employee is the successful applicant for a regular part-time or full-time position that is the same as their most recently held casual position, the probationary period will be shortened to thirty (30) calendar days. The time worked in the casual position shall count towards seniority, eligibility for benefits and sick leave, and placement on the wage schedule in their new regular part-time or full-time position.

For the Faculty Club	For the Union
AM	U Gu (Aug 25, 2025 16:27:38 EDT)
	Susan Kim Susan Kim (Aug 26, 2025 06.01.19 EDT)
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	Charlie Wryland



# Article 16: Leaves of Absence

16:12 Employees are entitled to take up to ten (10) consecutive days unpaid personal emergency leave **annually** as described in the Employment Standards Act, as amended from time to time.

16:03(i) If a child is born to a casual, temporary, or regular part-time employee who is a non-birth parent while such casual, temporary, or regular part-time 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.

For the Faculty Club	For the Union
AM	(Aug 25, 2025 16:27:38 EDT)
	Susan Kim Susan Kim (Aug 26, 2025 06:01:19 E017)
	Dan Comsa (Aug 26, 2025 14:13:22 EDT)
	hu Dul
	Charles Wryland



# Article 17: Hours of Work and Overtime

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 (1½) 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 the last day of the Agreement, at which point employees scheduled to work on all Sundays shall be paid at time and a half.

#### 17:08 Breaks Rest Period

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.

The Employer agrees to notify the Local Union President in writing at least two (2) weeks in advance of utilizing contract employees to perform work normally performed by bargaining unit members except in cases of emergency where such notice would not be possible.

17:12 The Employer shall **aim to** post the schedule **no later than** by Thursday but will **post by** 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.





17:14 Employees who work more than ten (10) hours in a shift will have transportation home paid by the Club in the form of an Uber or taxi.

For the Faculty Club	For the Union
AM	LUC 500 MZ (Aug 25, 2025 16:27:38 EDT)
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	Dan Comsa (Aug 26, 2025 14:13:22 EDT)
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	Charlie Wryland



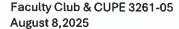
# **Article 18: Paid Holidays**

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.

As per the Employment Standards Act (ESA), the amount of public holiday pay to which an employee is entitled is all of the regular wages earned by the employee in the four (4) work weeks before the work week with the public holiday plus all of the vacation pay payable to the employee with respect to the four (4) work weeks before the work week with the public holiday, divided by twenty (20).

18:07 Employees will be entitled to use vacation days or lieu days in the event the Faculty Club is closed on a day designated as President's Day.

For the Faculty Club	For the Union
AM	(Aug 25, 2025 16:27:38 EDT)
	Susan Kim Susan Kim (Aug 26, 2015 06a) 1, 19 Emp
	Dan Comsa (Aug 26, 2025 14:13:22 EDT)
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	Charles Wryland





# **Article 19: Vacation With Pay**

19:02 It is understood there are periods during the year where accommodating vacation requests may be more difficult due to operational requirements. The Employer acknowledges that exceptional circumstances may dictate an employee requires time off for an urgent matter or emergency and such time shall not be unduly denied.

#### 19:03 Vacation Days

- a) Employees, with the prior approval of their supervisor, shall be permitted to carry forward into the next vacation year up to five (5) unused vacation days.
- b) Employees may be permitted to carry forward an additional five (5) vacation days, for a total of ten (10) vacation days, into the next year provided the carry forward days are associated with a planned vacation whereby the carry forward days will be used.
- c) Employees shall be allowed a maximum accumulation of thirty-five (35) vacation days in any calendar year.
- d) Vacation days that have not been used, carried forward, accumulated, or paid out, the Employer shall assign the employee's vacation period(s) or payout up to seven (7) vacation days at the Employer's sole discretion.
- e) For vacations longer than four (4) weeks, requests must be given in writing to the supervisor, or designate, at least six (6) months in advance.

For the Faculty Club	For the Union
Alex Maggiacomo	(Aug 25, 2025 16:27:38 EDT)
	SUSAN KIM SUSAN FORM (AUG 26, 2025 06.0).19 EDT)
	Dan Comsa (Aug 26, 2025 14:13:22 EDT)
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	Charles Wryland



# 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.

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. Notification timelines shall be dependent on the start time of the employee's shift and are as follows:

- For employees starting their shift before 9:00am that day, the employee shall notify the supervisor as early as possible but no later than 11:00pm the night before, except in cases of emergency;
- For employee starting their shift after 9:00am that day, the employee shall notify the supervisor as early as possible but no later than one (1) hour prior to the beginning of the scheduled shift

For an extended absence (normally longer than two (2) weeks), the employee and the supervisor may agree on a less frequent call-in requirement.

#### 20:02 Sick Notes and Medical Documentation Physician's Certificate

- a) For the first four (4) consecutive shifts an employee is off, the Employer shall not ordinarily require a sick note or any medical documentation to substantiate the absence.
- b) After four (4) consecutive shifts off, the Employer may request documentation that indicates an employee's fitness to resume work.

Where the Employer requires the employee to provide a doctor's certificate, the Employer will reimburse the employee for the cost of the certificate, provided it meets the above criteria and is accepted by the Employer, upon proof of payment.



#### 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, or designate present upon the request of the employee.

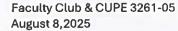
#### 20:05 Medical Examination

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.

Where the Employer requires the employee to undertake a medical examination, the Employer will reimburse the employee for the cost of that examination, provided it meets the above criteria and is accepted by the Employer, upon proof of payment.

20:07 **Supplemental WSIB Coverage** 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.





## 20:11 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.

For the Faculty Club	For the Union
Alex Maggiacomo	LU-GO 162 (Aug 25, 2025 16:27:38 EDT)
	Susan Kim Susan Rem Day 16, 2025 (6.91 19 ED1)
	Dan Comsa (Aug 26, 2025 14:13:22 EDT)
	hu Dul
	Charles Wryland



# Article 21: Bereavement Leave

## 21:02 Temporary, Casual, and Regular Part-time Employees

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, casual, or part-time employee dies while that 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.

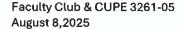
For the Faculty Club	For the Union
Alex Maggiacomo	Lu-Go (Aug 25, 2025 16 27 38 EDT)
	SUSAN KIM  SUSAN KIM (AUG. 76, 2025 06.01:19 E DT)
	Dan Comsa (Aug 26, 2025 14:13:22 EDT)
	hu Dul
	Charles Wryland



# Article 22: Paid Personal Days 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 reasons including but not limited to medical appointments, supplementing a bereavement leave, volunteer activities, religious observances not covered by other agreement provisions, or attending to emergency situations 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 and shall not be used for the purpose of extending an employee's vacation. 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.

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	Dan Comsa (Aug 26, 2025 14:13:22 EDT)
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# Article 26: Temporarily Relieving Higher Classification in the Bargaining Unit

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.

26:02 An employee may be temporarily assigned to work in a job at a higher classification for periods of up to six (6) months one (1) year. The Employer will post the position should the temporary assignment continue beyond six (6) months one (1) year. Where the assignment is due to pregnancy or parental leave, such assignment can be for a period of up to twelve (12) eighteen (18) months.

In exceptional circumstances, the Employer may request the Union's agreement to extend the temporary assignment beyond the six (6) month period.

Assignments beyond thirty (30) consecutive days shall be confirmed with written notification to the employee and the Local Union President.

Any hours worked during the temporary assignment will be counted towards seniority and all other applicable rights and provisions under the collective agreement should the employee be promoted to a similar classification within one (1) year of completing the temporary assignment.

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	Dan Comsa (Aug 25, 2025 14:13:22 EDT)
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	Charlie Wryland



# Article 33: Wages

Where the wage grid are currently below minimum wage, Across-the-Board (ATB) increases shall be calculated based on minimum wage rates not on the wage rates in the Agreement.

The wage increases will apply to all job classifications in Schedule A.

33:04 The Employer agrees to pay the schedule of base wage attached hereto as Schedule A. Rates will be increased as follows:

**Effective July 1, 2025: 3%** 

**Effective July 1, 2026: 1%** 

Effective January 1, 2027: 2%

33:06 Wage increases will be retroactive to July 1, 2025.

For the Faculty Club	For the Union
Alex Maggiacomo	Lucia (Aug 25, 2025 16:27:38 EOT)
	Susan Kim Susan Kim (Aug 26, 2025 06:01:19 EDT)
	Dan Comsa (Aug 26, 2025 14:13:22 EDT)
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	Charles Wryland



# Article 34: Benefits

External full-time employees will be enrolled in all eligible benefits plans within ninety (90) days of hire, as per Article 15:01.

Casual employees promoted to a full-time position within the bargaining unit will be enrolled in all eligible benefits plans within thirty (30) days of hire, as per Article 15:13.

#### 34:03 Life Insurance Plan

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

The Employer shall contribute one hundred percent (100%) percent of the monthly premium for eligible employees.

#### 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.

The Employer shall contribute one hundred percent (100%) percent of the monthly premium for eligible employees.

#### 34:05 Dental Plan

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

The Employer shall contribute eighty percent (80%) of the monthly premium for eligible employees.

#### 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.

The Employer shall contribute fifty percent (50%) of the monthly premium for eligible employees.



#### 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.

The Employer shall contribute one hundred percent (100%) percent of the monthly premium for eligible employees.

#### 34:09 Accidental Death & Dismemberment

The Employer agrees to provide an Accidental Death & Dismemberment Plan, the details of which are set out in Plan Description Booklet.

The Employer shall contribute one hundred percent (100%) percent of the monthly premium for eligible employees.

#### 34:10 Homewood Health Plan

The Employer shall pay fifty percent (50%) of the monthly premium for eligible employees.

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	Dan Comsa (Aug 26, 2025 14:13:22 €DT)
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	Charlie Wryland



# Article 36: Shoes Allowance

36:01 The Employer agrees to provide a maximum of two hundred (200) dollars for all employees who have completed their probationary period, for the purchase of shoes annually.

- 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.

For the Faculty Club	For the Union
Alex Maggiacomo	Lu-God 42 (Aug 25, 2025 16:27:38 EDT)
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	Dan Comsa (Aug 26, 2025 14:13:22 EDT)
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	Charles Wryland



# Article 37: Uniform Allowance

37:01 Uniforms will be provided to Front of House staff upon hiring as follows:

## Full-time and Part-time:

- Five (5) shirts (short or long sleeve) in any combination as requested by the employee
- Two (2) pants or skirts in any combination as requested by the employee
- Two (2) aprons
- Reimbursement up to one hundred dollars (\$100) per year for the purchase of pants

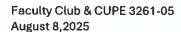
#### Casual:

- One (1) shirt (short or long sleeve as requested by the employee)
- One (1) apron
- One (1) pair of pants following completion of the probationary employee
- Reimbursement up to fifty dollars (\$50) per year for the purchase of pants

37:02 For all Back of House staff, regardless of employment status (full-time, part-time, temporary, or casual), the Employer will continue to provide full uniforms and twice weekly dry cleaning for said uniforms.

37:03 Where the Employer determines that a dress jacket is required, the Employer shall provide up to \$325 \$200 per 12-month period July 1 to June 30.

For the Faculty Club	For the Union
Alex Maggiacomo	10 e GOD 102 (Aug 25, 2025 16;27;28 EDT)
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	Dan Comsa (Aug 26, 2025 14:13:22 EDT)
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# Article 40: Printing of the Agreement

The parties agree to finalize the renewal of the Collective Agreement within one (1) month after the date of ratification.

Should the Employer not implement the new employee online platform within **twelve (12) months** six (6) of the date of ratification, the Employer will pay the union one hundred dollars (\$100) per year for the printing of the Agreement until such time that the new employee online platform is implemented.

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.

For the Faculty Club	For the Union
Alex Maggiacomo	Luc God (Aug 25, 2025 16:27:38 EDT)
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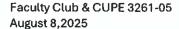


# Article 41: Duration and Modification of Agreement

August 8,2025

41:01 This Agreement shall continue in effect until **December 31, 2027** June 30,2025 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.

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	Dan Comsa (Aug 26, 2025 14:13:22 EDT)
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# **Letter of Understanding: Gratuities**

(Inserted at beginning of LOU) The Employer agrees that all employees shall be entitled to receive gratuities immediately upon hire.

#### **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%, which goes to the Kitchen and House staff. 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, Salad Preparer, Dishwasher, and	1.00 unit per hour
Cleaner	
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, Senior Bartender, Bartender, Assistant Group Leader	1.00 unit per hour	
Ticket Seller, Bus Person, Door Person	0.25 unit per hour	
Bartender Pub Server	0.60 unit per hour	

For the Faculty Club

For the Union

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Charlie Wryland

# 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

For the Faculty Club	For the Union
Alex Maggiacomo	(Aug 25, 2025 16:27:38 EDT)
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	Charlie Wryland



# Letter of Understanding: Group Leader Food Services

Deleted. Premium added directly to Schedule A wage grid.

For the Faculty Club	For the Union
Alex Maggiacomo	Lucco (Aug 25, 2025 16.27:38 EDT)
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# Letter of Understanding: Agreement to Discuss Joining University of Toronto CUPE Local 3261 FTPT Benefits Plans

During the life of the Collective Agreement, the Employer and the Union agree to meet with a representative of the University of Toronto's Benefits Administration department to discuss the possibility of joining the following University of Toronto CUPE Local 3261 FTPT benefits plans:

- (a) University of Toronto Group Life and Survivor Income Plan;
- (b) University of Toronto Long Term Disability Plan;
- (c) University of Toronto Dental Care Plan;
- (d) University of Toronto Extended Health Care Plan;
- (e) University of Toronto Vision Care Plan;

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	Charlie Wryland	



# Letter of Understanding: Unpaid Leaves of Absence

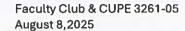
An employee may be granted leave of absence without pay for personal reasons.

Application must be made in writing and submitted to the Executive Director, or designate, for approval prior to start of said leave, except in cases of emergency where such notice would not be practicable.

The following conditions apply to such a leave:

- (a) for all unpaid leave requests, application must be made in writing and submitted to the Executive Director, or designate, at least four (4) weeks prior to the start of the leave. Operational requirements shall be the major consideration in granting/denying the leave. Reason for denial will be given.
- (b) Personal leave without pay cannot be used for the purpose of alternative employment either at the Club or elsewhere;
- (c) Employees who have been granted an unpaid leave of absence shall retain seniority acquired until said leave of absence commences.
- (d) As per Article 16:08, 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.
- (e) A leave of absence without pay cannot be combined with any other leave such that the combination of leaves exceeds twelve (12) months.
- (f) Employees returning from leave must provide four (4) weeks notice indicating their intended date of return if such date is different from the original approved date of return
- (g) It is understood that all employees approved for an unpaid leave of absence will return to their regular position upon cessation of the leave.
- (h) Employees approved for an unpaid leave of absence must pay both employer and employee premiums for any benefits plans they wish to continue while on said leave.

For the Faculty Club	For the Union
Alex Maggiacomo	Lu-Go (Aug 25, 2025 16:27:38 EDT)
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	Dan Comsa (Aug 26, 2025 14:13:22 EDT)
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	Charles Wryland





# Letter of Understanding: Online Employee Platform Initiative

It is the Employer's intention to provide an online employee platform within twelve (12) months of ratification of the Agreement. The Employer shall endeavour to include such information as:

- Time banks (including vacation, lieu, sick, paid personal days, etc.)
- Schedules and shifts
- Employee handbook ("HR Manual")
- CUPE 3261-05 Collective Agreement
- Employer policies, procedures, and any pertinent communications such as upcoming events, upcoming deadlines for such items as vacation requests, notice carry forward vacation, etc.
- · Benefits plans booklets and any applicable forms

This list is not inclusive but is intended to provide a framework of expectations for workers for what they may be able to access.

It is understood the Union will be party to discussions of this new initiative as it develops and that any and all training required to familiarize employees with the platform will be provided by the Employer and will be paid.

For the Faculty Club	For the Union	
Alex Maggiacomo	LU-G: Aug 25, 2025 16:27:38 EDT)	
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# Letter of Understanding: New Job Classification - Casual Cooks

The Employer shall create a new job classification of "Casual Cooks" with starting wage rates listed below, plus any wage increases agreed to for the renewal of the Agreement.

The Employer acknowledges the new Casual Cook positions shall *not* be used to negatively impact the number of positions, number of hours scheduled, working conditions, provisions, or rights of current or future Full-Time Cooks nor shall the new Casual Cook positions prevent future Full-time Cook positions from being created.

Casual Cook 1: \$35.00

Casual Cook 2: \$30.00

Casual Cook 3: \$25.00

For the Faculty Club

Alex Maggiacomo

Susan Kim
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Dan Comsa (Aug 26, 2025 14:13:22 EDT)

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# Letter of Understanding: Increase in Gratuities Collected

The Employer shall increase the percentage of gratuities charged to Banquet Event Orders (BEOs) from 15% to 18% effective July 1, 2026. This increase will remain in effect until December 31, 2027, at which time the Employer will review its impacts (positive and negative) on the Club, Club members and clients, and staff.

It is the Employer's intention that, should the increase not negatively affect the Club's financial position as it relates to loss of sales or revenue from BEOs, the change may become permanent. This decision is at the Employer's sole discretion.

The distribution of the increased gratuities will follow exactly the distribution as outlined in "Letter of Understanding: Gratuities."

For the Faculty Club	For the Union
Alex Maggiacomo	LULEGO 322 (Aug 25, 2025 16:27:38 EDT)
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	Dan Comsa (Aug 26, 2025 14:13:22 EDT)
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	Charles Wryland



# Letter of Understanding: Exploratory Discussions to Investigate Increasing Benefits Entitlements During the Agreement

During the life of the Agreement, the Employer shall meet with the Contract Provider of the staff benefits plans to consider whether entitlement provisions within those benefits plans can be increased during the Agreement.

The Union shall be included in all discussions, emails, and correspondence exchanged between the Employer and the Benefits Contract Provider and will be invited to attend all meetings between the parties with a voice but no decision-making authority.

If benefits entitlements can be increased at a reasonable cost to the Employer, the Employer shall endeavour to make those changes and communicate these changes to staff at the earliest available opportunity.

The Union reserves the right to ask reasonable and appropriate questions, request information, and be notified of any decisions the Employer is considering prior to changes being made to any benefits entitlements affecting bargaining unit members.

For the Faculty Club	For the Union	
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	Charles Wryland	

The Faculty Club and the Union agree to RENEW, AMEND, DELETE, or add NEW as specified below the following Letters of Understanding for the term of the renewal Collective Agreement:

- Letter of Understanding: Gratuities AMEND
- Letter of Understanding: Transportation RENEW
- Letter of Understanding: Lunch Room RENEW
- Letter of Understanding: Salaried Employees AMEND
- Letter of Understanding: Group Leader Food Services DELETED (MOVED TO MAIN BODY OF AGREEMENT)
- Letter of Understanding: University of Toronto Pension Plan University Pension
   Plan RENEW
- Letter of Understanding: Agreement to Discuss Joining University of Toronto CUPE
   Local 3261 FTPT Benefits Plans NEW
- Letter of Understanding: Unpaid Leaves of Absence NEW
- Letter of Understanding: Digital Employee Portal Initiative NEW
- Letter of Understanding: New Job Classification Casual Cooks NEW
- Letter of Understanding: Increase in Gratuities Collected NEW
- Letter of Understanding: Exploratory Discussions to Investigate Increasing Benefits
   Entitlements During the Agreement NEW

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Alex Maggiacomo	Lulu Gaz (Aug 25, 2025 16:27:38 EDT)
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	Dan Comsa (Aug 26, 2025 14:13:22 EDT)
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