



UNIVERSITY OF
TORONTO

COLLECTIVE AGREEMENT

- BETWEEN -

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

- AND -

UNITE HERE, LOCAL 75

TERM OF AGREEMENT: February 01, 2015 - January 31, 2018

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Article 1 – Purpose

1.01 The general purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, hours and wages, all as set out herein, and to provide the applicable procedure for settling grievances which may arise hereunder, so as to maintain harmonious relations between the Employer and the Employees covered by this Agreement, and to assist the Employer in the most efficient operation of its business.

Article 2 – Recognition and Scope

2.01 The Employer recognizes that the Union is the sole and exclusive bargaining agent for all employees of the Employer at (Chestnut Residence and Conference Centre) save and except supervisors, persons above the rank of supervisor, office and sales staff (including front desk clerks, front desk cashiers, payroll clerks, accounting clerks, audit department staff, secretaries), and security personnel (including timekeepers).

2.02 The Employer agrees to include any newly established job classification falling within the bargaining unit, as defined in Article 2.01 hereof, and to negotiate rates of pay for such classification.

2.03 The parties recognize that work or duties presently assigned to bargaining unit employees will not be assigned to others excluded from the bargaining unit. It is understood that non-bargaining unit employees may perform work to account for situations such as emergency, in the event of unforeseen absences / circumstances, in order to assist bargaining unit employees in providing quality service and for purposes of instruction. It is further understood that the above shall not result in bargaining unit employees being displaced, replaced or having their hours reduced or to the extent that bargaining unit employees are deprived of overtime work assignments.

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, classify, direct, transfer, promote, demote, layoff and recall, and with just cause, to suspend, discipline or discharge employees, subject to the right of an employee to lodge a grievance in the manner and to the extent hereinafter provided;
- (c) to maintain and enforce reasonable rules and regulations to be observed by employees;
- (d) generally to manage the enterprise, in which the Employer is engaged, and without restricting the generality of the foregoing, to plan, direct and control operations, to direct the work force, to determine the number of personnel required from time to time, to determine the quality of service and processes, methods and procedures to be employed, schedules of work and production, standards of performance; to select, procure and control supplies, material, products and produce, to determine the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities of management not specifically modified in this Agreement.

Article 4 – Relationship

- 4.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either them or their representatives, of an employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union.
- 4.02 The Union undertakes that no Union activity shall be carried on in the premises, except as otherwise provided herein.
- 4.03 A properly authorized representative(s) of the Union "Union Representative" shall have access to the premises at all reasonable times for purposes of adjusting grievances, negotiating the settlement of disputes and for carrying into effect the purposes of this Agreement. Union Representatives shall, upon arrival at the Residence, advise the Manager, Chestnut Residence and Conference Centre of the visit and shall be subject to all security rules of the Residence.
- 4.04 The Employer and Union will not condone personal harassment of any sort or discrimination that is based on sex, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, sexual orientation, gender identity, gender expression, family status or disability, or for any other grounds declared unlawful by Ontario Human Rights legislation. The Employer agrees to provide the Union with a copy of its policy with respect to harassment.
- 4.05 Violation by an employee of any of the foregoing provisions may be cause for discharge or discipline by the Employer.

Workplace Harassment

The University will provide an environment where members of the bargaining unit are not subjected to workplace harassment. In assessing whether workplace harassment may have occurred, the definitions and standards set out in the University's Civility Guidelines, although they do not form part of the collective agreement, shall be considered, including by an arbitrator, in any arbitration pursuant to this section.

An employee may file a grievance alleging a course of conduct amounting to workplace harassment if, after the University has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfied with the outcome. Such grievance will be filed at Step 2 of the grievance procedure. If not resolved at Step 2, mediation or facilitation before an agreed-upon mediator or facilitator must occur before arbitration takes place. The mediation or facilitation will be confidential and without prejudice to the rights of either party.

During any internal steps taken to resolve the situation, employees shall have the right to be accompanied by a Union representative.

Article 5 – Strikes or Lockouts

5.01 The Union agrees while this Agreement is in force, there will be no strike, slowdown, sit-down, stoppage of work or any act intended to interfere with work or the Employer's operations. The Employer agrees that there will be no lock-out while the Agreement is in force. The parties mutually agree that a dispute arising out of the operation of this Article 5.01 may be dealt with under the grievance procedure (Article 7) of this Collective Agreement.

Article 6 – Representation

- 6.01 The Employer acknowledges the right of the Union to appoint or otherwise select one (1) Union Steward per Department (as listed in Article 11.02(b), one of whom shall be selected as Chief Union Steward. For clarity, the parties agree that up to one (1) of the selected Union Stewards may act as a floating Steward unattached to a specific Department. Such Union Stewards shall assist employees in presenting grievances to the Employer. It is understood that an employee must have completed their probationary period to be eligible for appointment as a Union Steward.
- 6.02 The Union shall keep the Employer notified in writing of names of the Union Stewards, the Departments each represents and the effective date of their appointment.
- 6.03 The Union acknowledges that Union Stewards have regular duties to perform on behalf of the Employer, and such persons will not leave their regular duties without first obtaining the permission of their immediate supervisor, or in their absence the Manager, Chestnut Residence and Conference Centre or their designate, and when resuming their regular duties, will report again to their immediate supervisor, or in their absence, the Manager, Chestnut Residence and Conference Centre or their designate.
- 6.04 The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than six (6) employees from within the bargaining unit, who have completed their probationary period. Not more than one (1) employee shall be appointed or otherwise selected from a Department set out in Article 11.01b, of this Agreement. The Negotiating Committee shall be responsible for presenting bargaining unit proposals and negotiating the renewal of this Collective Agreement with the Employer. The Negotiating Committee shall be paid at straight time rates to a maximum of eight (8) hours per day for time spent in negotiations.
- 6.05 The Employer undertakes to introduce new employees to the Union Steward during the employee's first week of employment. The Union Steward will be given the opportunity to provide the new employee with introductory information including the Collective Agreement.

6:06

Union Management Committee

The parties agree to the establishment of a Joint Union Management Committee to meet on a quarterly basis. The Committee is to be made up of the Union Representative, Shop Stewards, Manager, Chestnut Residence and Conference Centre, Director of Labour

Relations or Designate, and Director of Human Resources. The mandate of the Committee is to discuss and whenever possible resolve issues of common interest.

Article 7 – Grievance Procedure

7.01 It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until they have first given their immediate supervisor an opportunity to address their complaint. They shall discuss it with their immediate supervisor within *five (5) days* after the circumstances giving rise to the complaint have originated or occurred. Failing settlement, it may then be taken up as a grievance within *five (5) days* following advice of the immediate supervisor's decision, in the following manner and sequence:

Step 1

The Employee, who may be accompanied by their Union Steward, shall present their grievance, in writing, to the Department Head / Manager / Director. The grievance shall be signed by the employee and shall set out the particulars of the grievance, the section(s) of the Agreement which the employee alleges has been violated and the remedy sought. The Department Head / Manager / Director shall deliver their decision, accompanied by their reason(s), in the event the grievance is rejected, in writing, *five (5) days* following the presentation of the grievance to them.

Step 2

Failing satisfactory settlement in Step 1, the written grievance shall be submitted by the employee, within *three (3) days* after the Department Head / Manager / Director's decision is given, to the Director of Human Resources. The grievance shall be accompanied by written reasons for the rejection of the Department Head's decision at Step 1. A meeting will be held within *five (5) days* between the Director of Labour Relations and the employee concerned and the Union Steward. A staff representative of the Union and/or the Chief Union Steward may be present at the request of the Employer or the employee, or at the Union's discretion. It is understood that the Director of Labour Relations shall have such assistance as they may desire at the meeting. The decision of the Director of Labour Relations shall be delivered in writing within *five (5) days* to the Union.

7.02 Failing settlement under the foregoing procedure, of any grievance between the parties, arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. Prior to referring a grievance to arbitration, the parties may discuss the possibility of mediation, in the interest of resolving disputes as early as possible. If no written request for arbitration is received within *fifteen (15) days* after the decision under Step 2 is given, the grievance shall be deemed to have been settled.

7.03 Where no written decision had been given within the time limits specified, the grievance may be submitted to the next step of the foregoing procedure, including mediation / arbitration.

- 7.04 It is agreed that a grievance of policy arising directly between the Employer and the Union shall be originated under Step 2 within *thirty (30) days* after the circumstances giving rise to the complaint have originated or occurred. It is understood, however, that this section shall not be used to by-pass the regular grievance procedure.

Article 8 – Discharge Cases

- 8.01 It is recognized that probationary employees may be released for reason less serious than in the case of the discharge of an employee who has completed their probationary period.

New employees will be considered probationary employees for the first fifty (50) working days worked. It is recognized that a period of probation is a period during which the Employer has the right to assess an employee to determine whether or not the employee is suitable for continued employment with the Employer. Suitability is recognized as a lesser standard than just cause, and shall be determined in the sole discretion of the Employer, provided that the Employer does not make its determination in a manner which is arbitrary, discriminatory, or in bad faith.

- 8.02 A claim by an employee who has completed their probationary period that they have been discharged without cause shall be treated as a grievance, if a written statement of such grievance is lodged with the Employer at Step 2, within *five (5) days* after the employee is discharged. Such special grievance may be settled under the grievance procedure or by an Arbitrator by:

- (a) confirming the Employer's action in dismissing the employee;
- (b) reinstating the employee without compensation for time lost or with payment to them for time lost due to the discharge at their regular rate of pay for their normally scheduled work for the period the employee would otherwise have worked, less any amount of money earned by the employee during the period;
- (c) by any other arrangement which may be deemed just.

Article 9 – Arbitration

- 9.01 When either party requests that any matter be submitted to arbitration, as hereinbefore provided, it shall make such request in writing addressed to the other party to this Agreement. Furthermore, the parties agree to appoint a sole arbitrator to hear grievances in the following manner:

A request for arbitration shall be made in writing by one party or the other, and such request shall contain the names of three (3) arbitrators acceptable to it as the arbitrator. The written request shall include a statement of the relief being sought. The recipient of the notice shall, within *five (5) days* of its receipt, either inform the other party in writing that one (1) of the arbitrators named in the notice is acceptable as arbitrator, or submit three (3) additional names or arbitrators acceptable to it. If the parties are unable to agree on the selection of an arbitrator from among the names of arbitrators submitted, then the parties shall jointly request the Ontario Minister of Labour to appoint an arbitrator in accordance with the Ontario *Labour Relations Act*. The decision of the Minister of Labour shall be final and binding on the parties.

- 9.02 No person may be appointed as a nominee who has been involved in an attempt to negotiate or settle the grievance.
- 9.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 9.04 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
- 9.05 The proceedings of the Arbitration will be expedited by the parties hereto and the decision of the Arbitrator will be final and binding upon the parties and the employee or employees concerned.
- 9.06 The parties will jointly bear the fees and expenses of the Arbitrator appointed pursuant to Article 9.01.
- 9.07 For the purposes of Articles 7, 8 and 9, the word "*days*" shall not include Saturdays, Sundays or Holidays, as set out in Article 17.

Article 10 – Discipline of Permanent Employees

- 10.01 Discipline notices issued to employees shall include pertinent details and reason(s) for imposing discipline.
- 10.02 In cases of discharge or suspension, a copy of the discipline notice shall be sent to Union by electronic mail or fax.
- 10.03 When an employee has given twelve (12) months service, with no unsatisfactory documentation in their file, the Employer agrees to remove all prior disciplinary notices. The following offences will be maintained in an employee's file for twenty-four (24) months, while employed: harassment and violence.
- 10.04 In all cases of discipline (including discharge) the Employer will inform the employee of his/her right to have a Union Steward present. If the employee requests representation by his/her Union Steward, the Employer will send for the Union Steward without undue delay and with out 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. A discharge employee shall be allowed to confer with their Union Steward for a reasonable length of time, before leaving the Employer premises.

Article 11 – Seniority

- 11.01 The definition of a full time employee is an employee who has worked an average of twenty-four (24) hours or more per week for twelve (12) consecutive weeks. In order for an employee's full time status to change to part time, that employee must work less than an average of twenty-four (24) hours per week for twelve (12) consecutive weeks, providing an average of twenty-four (24) hours/week or more were available.

11.02 The Employer recognizes departmental seniority rights within each classification for employees provided for in this Agreement.

(a) New employees, including regular part-time employees, as defined in Article 22 of this Agreement, will be considered probationary employees for the first fifty (50) working days worked of their employment at the University of Toronto and during the probationary period will be entitled to no seniority and may be dismissed, subject to 8.01 or laid off at the discretion of the Employer. Upon completion of the probationary period, the employee's name will be entered on the appropriate departmental seniority list with seniority dated from the date last hired.

(b) The Departments for seniority purposes are:

- Housekeeping
- Food & Beverage Services
- Parking Garage
- Maintenance
- Kitchen
- Stewarding
- Banquets

11.03 The Employer shall maintain up-to-date departmental seniority lists for full-time and for regular part-time employees showing each employee's seniority date and classification, copies of such lists shall be supplied to the Union electronically at intervals of three (3) months.

11.04 An employee transferring to another department shall be entered on the seniority list of such department effective with the date of transfer if the duration of such transfer exceeds the trial period of fifty (50) working days. Employees transferring for shorter periods shall continue to accumulate departmental seniority in their original department.

11.05 (a) Provided there are employees both willing and capable of performing the available work in the classification and department concerned and subject to the provisions of 11.05(b), the following sequence shall be followed in the layoff of employees:

- i) Probationary employees
- ii) Part-time employees
- iii) Full-time employees

(b) Layoff and recall from layoff shall be based upon the following factors:

- i) Departmental seniority within classifications
- ii) Skill, competence, efficiency and reliability

Where in the judgment of the Employer, which shall not be exercised in an arbitrary or unfairly discriminatory manner the qualifications in 11.05(b)(ii) are relatively equal, seniority shall govern.

- (c) In the case of layoff in any one department or food and beverage outlet, for a period that exceeds two normal work weeks, the employee with the most seniority will have the right only to bump the employee with the lesser departmental seniority in a lower or equal classification within that department or food and beverage outlet for the schedule available, and providing they are willing to do the job and they have the skill, ability, and efficiency to do the job of that employee they are bumping. Where an employee is bumped from a higher rated classification to a lower one, the lower rate shall apply.

11.06 (a) Vacancies for permanent positions within the bargaining unit shall be posted for a minimum period of *seven (7) days* within each department of the residence and at the designated job posting area. Employees wishing to apply for a posted position shall apply in writing within the posting period to Human Resources setting forth clearly the employee's qualifications and reasons for applying. The Employer shall assess the qualifications of employees applying to fill the vacancy and if, in the opinion of the Employer, no internal applicant is suitably qualified, applications from persons outside the bargaining unit shall be solicited.

- (b) Where more than one suitably qualified employee applies for promotion to fill a vacancy as aforesaid, preference shall be given on the basis of seniority.

- (c) An employee who is promoted or transferred to another job classification within the bargaining unit shall be on a trial period for up to fifty (50) working days worked. During this trial period, the employee must demonstrate that they can satisfy the work performance criteria of the job in the trial period to the satisfaction of the Employer. An employee who fails to satisfy the work performance criteria of the job to the satisfaction of the Employer or decides during the trial period that they do not wish to continue in the job, shall be returned to their former classification and wage rates. In such cases, the Employer shall have the right to require all employees who changed job position as a consequence of the promotion or transfer to return to the job classification and wage rates they occupied prior to the promotion or transfer.

- (d) In the event of a vacancy on a shift within a department and classification, employees in that classification and department shall have the right to fill such vacancy on the basis of seniority.

11.07 An employee shall lose all seniority and their employment deemed to have been terminated if they:

- (a) voluntarily leave the employ of the Employer
- (b) are discharged and are not reinstated through the grievance or arbitration procedure
- (c) are laid off for a period equal to the lesser of their period of seniority or twelve (12) months

- (d) fail to return to work upon termination of an authorized leave of absence unless prior arrangements acceptable to both the employee and the Employer have been made for an extension of such leave or utilizes a leave of absence for purposes other than those for which the leave of absence may be granted
- (e) fail to return to work within *five (5) calendar days* after being recalled from extended layoff by notice sent by telephone, e-mail or registered mail, or fails to advise of their intention to return within *three (3) days* following such notice
- (f) are absent without leave for *three (3) working days or longer* without a satisfactory explanation

- 11.08 It shall be the sole responsibility of each employee to promptly advise the Human Resources Department of any change of mailing address.
- 11.09 An elected Union Steward with one (1) year or more of seniority shall be the last employee laid off in their classification and department and shall be the first employee recalled within their classification and department unless a written request waiving this provision is presented by the union prior to the lay off notice being issued.

Article 12 – Leave of Absence

- 12.01 The Employer may, in its discretion, grant a leave of absence, without pay and without loss of seniority, to an employee for personal reasons. All requests for such leave of absence shall be in writing as far in advance as practicable. The Employer agrees to reply to such requests in writing within *seven (7) working days* whenever possible.
- 12.02 Maternity and Parental leave will be provided in accordance with the Ontario Employment Standards Act, 2000.

Employees with one (1) year of service or more who qualify for Employment Insurance benefits based on insurable hours of work in this bargaining unit at the University of Toronto, will be provided with a supplementary benefit. The University will pay the employee up to one hundred dollars (\$100) per week for up to twenty-five (25) weeks, provided that the employee applies for and receives Employment Insurance benefits.

The combined benefit cannot exceed 95% of the employee's normal weekly earnings.

- 12.03 Employees with one (1) or more years of seniority with the Employer who are absent on sick leave shall retain seniority for a period of one (1) year and during such period (subject to availability of work within their classification and department and their ability to satisfactorily perform the available work in such classification) shall, upon confirmation by the attending physician, be returned to active employment upon termination of such illness.
- 12.04 Any employee elected to a full time Union position will be granted a leave of absence without pay and benefits for a period of up to two (2) years. Any employee who is appointed a full time Union Representative will be granted a leave of absence without pay and benefits for a period of up to one (1) year. These may be extended by mutual consent.

12.05 In cases of emergency (for example, severe illness or death of family member out of the country), the employer agrees to grant leaves of absence wherever possible.

12.06

Paid Personal Leave of Absence

Effective February 1st of each year, each member of the bargaining unit, subject to operational requirements, shall be allowed up to two (2) days' paid leave of absence. Paid personal leave of absence is intended for the conduct of legitimate personal business which cannot be scheduled outside of normal hours of work, which shall include but not be limited to:

- (a) the observance of religious holidays of their faith which fall on a day in which they would normally be required to work;
- (b) family emergencies;
- (c) attending to legal matters;
- (d) attending graduation ceremonies for spouse or children;
- (e) personal health appointments;
- (f) first and/or second day of sickness
- (g) moving

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. With the exception of first and/or second day of sickness, 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. Article 21 – Sick Leave shall apply in all cases of first and/or second day of sickness.

In cases of emergency the employee shall give the supervisor as much notice as possible. Such emergency leaves shall not be unreasonably withheld.

Article 13 – Reporting For Work

13.01 The Employer agrees that an employee reporting for work at the commencement of their regular shift, unless previously notified in advance not to do so, shall be entitled to either of the following provisions unless failure to supply work is due to conditions beyond the control of the Employer, which shall include but not be restricted to fire, flood, electrical or mechanical breakdown:

- (a) if the employee is authorized to commence work and does so, assignment of their normal daily hours of work at their basic hourly wage rate or payment in lieu thereof is sent home prior to completion of their normal daily hours of work. An employee so

affected will perform such temporary related or departmental work as is available in order to qualify for payment hereunder; or

- (b) if the employee is not authorized to commence work, four (4) hours pay at their basic hourly wage rate.

13.02 The parties agree that the Employer may, on giving prior notice, schedule less than the normal daily hours of work for an employee on a subsequent workday, provided no employee with greater departmental seniority shall have their normal daily hours on such day reduced as a consequence.

Article 14 – Bonding

14.01 It is expressly understood that as a condition of employment, each employee must be and remain acceptable for bonding purposes and it is agreed that failure by the employee to be and remain acceptable to the Employer's bonding Employer, immediately terminates their employment, regardless of seniority or other conditions.

Article 15 – Individual Agreements

15.01 No employee or group of employees covered by this Agreement will enter into any contract or agreement with the employer concerning wages or working conditions that will in any way conflict with the terms of this Agreement.

Article 16 – Union Security

16.01 The Employer agrees to deduct from the wages of all employees in the bargaining unit, starting on the first day of their employment, an amount equal to the dues as prescribed by the Union. The Employer shall remit this amount to the Union Office monthly, not later than the fifteenth (15th) of the month following the month for which such deduction is made. The Employer shall provide with the remittance an alphabetic list of all employees, specifying the amount deducted for each employee, or the reason why no deduction was made.

The Union shall notify the Employer in writing of any change in the amount of Union dues and such notification shall be the Employer's conclusive authority to make the deductions specified.

The Employer agrees to record the total dues deduction paid by each employee for the previous calendar year on his/her T-4 Income Tax form.

The Employer shall provide the Union with the following information with respect to each employee in the bargaining unit and shall update it every six months or upon request by the Union, and when new employees join the bargaining unit: names, addresses, telephone numbers, classifications, employment status (full-time, casual, seasonal, part-time etc) seniority, date of change of status if applicable and their rate of pay. The Employer shall provide this information electronically or on computer disk if requested by the Union.

At the Union's request and with reasonable notice, the Employer will allow the Union to review the bargaining unit members relevant payroll records, bargaining unit member

schedules and sign in/sign out sheets and any other relevant information reasonably required to satisfy the Union that dues and initiation fees are being deducted correctly.

The Union agrees to indemnify and save the University harmless against all claims or other forms of liability that may arise out of, or by reasons of, deductions made or payments made in accordance with this Article.

- 16.02 Employees within the bargaining unit who are presently members of the Union or who subsequently become members of the Union shall, as a condition of employment, remain members of the Union in good standing for the duration of this Agreement. Bargaining Unit employees hired shall, as a condition of employment, become and remain members of the Union in good standing for the duration of this Agreement.
- 16.03 All employees within the bargaining unit shall be required, as a condition of employment, to authorize the deduction of the initiation fee and the monthly Union dues prescribed by the Union and assessments made from time to time by the Union as determined by the International Union Convention and/or Local by-laws. New employees shall be required to so authorize prior to commencing work.
- 16.04 For the purpose of this Article 16, gross pay shall be defined to include regular base rate earnings plus amounts received from the employer in respect to statutory holidays, overtime hours, compassionate leave, jury duty and sick leave as set out in Article 21 of the Collective Agreement. Banquet gratuities shall not be included in determining gross pay of employees receiving such gratuities.
- 16.05 The Union shall provide the Employer with 3 part Application and Deduction Authorization Cards. Parts 1 & 2 shall be forwarded to the Union on commencement of employment. Part 3 shall be retained by the Employer and forwarded to the Union on termination of the employee concerned.
- 16.06 The Union agrees to defend and hold the Employer completely harmless against all claims and demands, should any person at any time contend or claim that the Employer had acted wrongfully or illegally in making the aforementioned deductions.
- 16.07 The Employer will remit the money so deducted by cheque to the Union by the 15th day of the month following, together with a statement containing the names and Social Insurance Numbers of the employees from whose pay such deductions have been made.

Article 17 – Holidays

- 17.01 Employees in the active employ of the Employer who have completed their probationary period and who are not required to work on the holiday concerned shall receive pay for the following holidays:
- | | |
|----------------|--------------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Day before Christmas Day |
| Civic Holiday | Christmas Day |
| Victoria Day | Boxing Day |

Canada Day
Labour Day

Day before New Year's Day
Family Day

- 17.02 Holiday pay shall be calculated based on the number of hours the employee would otherwise have worked had there been no holiday at their regular straight time hourly rate of pay.
- 17.03 In order to qualify for holiday pay, under Articles 17.01 and 17.05, the employee must work their full scheduled shifts on each of the work days immediately preceding and immediately following the holiday concerned (unless they can show a reasonable cause for failing to work).
- 17.04 Employees in the active employ of the Employer who have completed their probationary period who are required to work on any one of:
- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| | Family Day |
- shall receive pay for time worked on such day at the rate of time and one half (1 ½) their basic hourly rate of pay and, if qualified pursuant to Article 17.03 hereof, shall receive holiday pay in addition thereto.
- 17.05 Employees who are required to work on a negotiated holiday shall receive pay for time worked on such day at their basic hourly rate of pay and if qualified pursuant to Article 17.03 hereof, shall receive holiday pay in addition thereto.
- 17.06 If a holiday falls within an employee's vacation period, the Employer shall grant either an extra day's holiday at a time convenient to the Employer or pay for the holiday as provided herein.
- 17.07 The parties acknowledge that any hours worked on New Year's Day, including those after midnight New Year's Eve, will be paid at the holiday rate, in accordance with the above provisions.
- 17.08 Presidential Day(s) as designated by the University will be a day off with pay equal to the employee's regular hourly rate of pay multiplied by the number of hours the employee would be regularly scheduled to work on such day if it were not a holiday. The eligibility provisions of Article 17.03 apply to Presidential Days. Any authorized work performed by an employee on a Presidential Day shall be paid at the employee's regular straight-time rate, and the employee will receive another day off with regular straight-time pay on a day mutually agreeable to the employee and the employee's supervisor.

The University shall designate the day of observance of the paid holidays set out in Article 17:01 above. Notice will be sent to the Union by the University within a reasonable time

period prior to the date of observance of the paid holiday(s). Where a paid holiday falls on a Saturday or a Sunday, the University shall designate a weekday as the day of observance for that holiday. The days of observance for the Christmas/New Year's holidays set out in Article 17:01 will be as set out in Schedule A attached hereto and forming part of this collective agreement, for the period specified in the Schedule.

Article 18 – Wages

18.01 (a) The basic hourly rates contained in this Article are minimums. The Employer reserves the right to grant individual merit increases which shall not obligate the Employer to grant a general increase.

(b) Employees receiving merit rates shall retain such status during the term of this Agreement and receive the negotiated increases for their classification provided satisfactory quality and quantity of work are maintained.

18.02 New employees will receive seventy five percent (75%) of the job rates as a starting rate for the first eighteen (18) months of employment.

18.03 The following hourly rates of pay shall become effective with the start of the pay period coinciding with the date shown in Appendix A.

18.04

Training Premium

The Employer agrees to pay a training premium of fifty cents (\$.50) per hour to an employee who is assigned to train another employee for the hours the training is being carried out.

18.05 Probationary employees will only qualify for those benefits legislated by the Province of Ontario.

Article 19 – Vacations

19.01 Employees in the active employ of the Employer shall be entitled to an annual vacation with pay in accordance with the following schedule:

- (a) Employees who have completed one (1) year or more of continuous service but less than five (5) years of continuous service with the Employer shall be entitled to two (2) weeks of vacation with two (2) weeks gross pay.
- (b) Employees who have completed five (5) years or more of continuous service but less than ten (10) years of continuous service with the Employer shall be entitled to three (3) weeks of vacation with three (3) weeks gross pay.
- (c) Employees who have completed ten (10) years or more of continuous service with the Employer shall be entitled to four (4) weeks vacation with four (4) weeks gross pay.

- (d) Employees who have completed twenty (20) years or more of continuous service with the employer, shall receive five (5) weeks vacation with ten percent (10%) of gross wages.
- (e) Employees who are absent from work for more than twenty-five (25) days in an annual qualifying period shall receive as vacation pay:
 - i) four percent (4%) of total pay if qualified for two (2) weeks of vacation;
 - ii) six percent (6%) of total pay if qualified for three (3) weeks of vacation;
 - iii) eight percent (8%) of total pay if qualified for four (4) weeks of vacation;
 - iv) ten percent (10%) of total pay if qualified for five (5) weeks of vacation.

19.02 For the purpose of Article 19.01 part (e) above, "total pay" shall include wages received for work performed at either the straight time or time and one-half rate, holiday pay and vacation pay since the most recent anniversary of employment with the Employer.

19.03 The Employer shall post a vacation request schedule in each department on or before 15 February each year. Employees wishing to schedule their annual vacation during a specific period shall be required to indicate their request on the posted schedule on or before March 1st. Consistent with efficient operation of the Residence, the scheduling of vacations within a department shall be based on seniority. The Employer shall, whenever possible, and consistent with departmental operation requirements, grant consecutive weeks of vacation to employees. The Employer shall post an approved vacation schedule for each department on or before March 31st each year.

19.04 An employee shall receive upon request, their vacation pay at the commencement of their vacation if such request is made one month prior to their scheduled vacation start date.

Article 20 – Health and Welfare

20.01 The Employer agrees, during the term of the Agreement, to continue its present Group Insurance Plan for eligible full-time employees who have completed their probationary period and throughout the term of this Agreement, except as modified below, maintain its present level of contributions toward the plan.

Employees who have completed 90 days of service will be eligible for vision care of \$300.00 per full-time employee every two (2) years, at the sole expense of the Employer. This benefit will be administered by the Employer.

The employer will pay the full cost of the current Life Insurance benefit.

The employer will pay the full cost of the "Hospital" benefit.

Add coverage for standard dentures with coverage limited to \$1500. maximum per person per plan year on an 80% reimbursement basis.

20.02 The dental plan fee schedule for benefits available to eligible full-time employees will be adjusted annually to be one year behind the current ODA rates.

20.03

Short Term Disability

The Employer agrees to provide an insured Short Term Disability Plan (Weekly Indemnity) for eligible full-time employees who have completed three (3) months continuous service with the Employer. The "Plan" shall be of the type commonly referred to as one-eight plan with a benefit to a maximum of sixty-six and two thirds percent (66 2/3 %) of an employee's insurable earnings under the Employment Insurance Act and Regulations and a maximum benefit duration of fifteen (15) weeks. The Short Term Disability Plan shall be provided at the sole expense of the Employer.

20.04

Pension Plan

The Employer will contribute on behalf of employees who regularly work more than twenty (20) hours and who have completed their probationary period, to the Pension Plan of UNITE HERE, the sum of fifty-five cents (\$0.55) per hour earned. Until the expiration of this collective agreement or until the impact of the proposed Ontario Retirement Pension Plan (ORPP) is known, whichever first occurs, the Employer will contribute an additional ten cents (\$0.10) per hour earned with two separate effective dates as follows: Effective February 1, 2016, the Employer will contribute the total amount of sixty cents (\$0.60) per hour earned. Effective February 1, 2017, the Employer will contribute the total amount of sixty-five cents (\$0.65) per hour earned. Such employees will contribute twenty cents (\$0.20) per hour earned. If the government requires the employees in this bargaining unit to be included in the ORPP or any similar provincial pension plan that they are not currently in, with any contribution required by the Employer, then the Employer will, effective immediately upon implementation of the provincial plan/ORPP, revert back to contribute the total amount of fifty-five cents (\$0.55) per hour earned to the Pension Plan of UNITE HERE.

20.05 All pension payments shall be remitted to the Trust of the Pension Plan by the end of the month following deduction.

20.06 Contributions shall be made in accordance with the Pension and Benefits Act of Ontario and the Income Tax Act of Canada.

20.07 The parties agree that the Pension Plan will be administered by the Trustees of the Pension Plan of UNITE HERE.

Article 21 – Sick Leave

21.01 Full-time regular employees of the Employer, on completion of one (1) year's continuous service, shall be entitled to receive sick leave allowance subject to the following provisions:

- a) All cases of sickness must be reported to the employee's immediate Manager or their designate using the appropriate reporting method established by each department on the first day, within a period of *three (3) hours* prior to the scheduled reporting time of

the employee concerned, except if the employee is scheduled to work a morning shift, then the employee must provide one (1) hour notice.

- b) Sick leave allowance shall commence after the second (2nd) consecutive day of illness and shall be paid for scheduled days only or days for which an employee would have been scheduled had they not been ill.
- c) Sickness must be confirmed by a doctor's certificate which includes the expected duration of absence from work. The Employer reserves the right to appoint a doctor other than the one providing the certificate should it feel further confirmation is required.
- d) Sick leave allowance shall be an amount equal to the normal daily hours of the employee concerned multiplied by their basic hourly rate.
- e) Sick leave allowance shall not be paid for an illness that commences or an accident that occurs during an employee's vacation.
- f) Sick leave allowance shall not apply to any day for which an employee receives compensation under the Short Term Disability Plan contained in Article 20 nor will it apply to any day for which an employee received compensation under the Workplace Safety and Insurance Act of the Province of Ontario.
- g) Eligibility for Sick Leave Allowance shall be reinstated for an employee who has received such allowance following the employee's return to active work with the Employer, for a period of sixty (60) days or more. However, should an employee be stricken with an illness prior to completing sixty (60) days, the Employer will assess each situation on its own merits. Such assessments shall be done in good faith.

Article 22 – Part-Time Employees

22.01 The Employer agrees to provide working conditions and other entitlements for part-time employees.

22.02 All employees regularly scheduled and working less than twenty-four (24) hours per week will be considered part-time employees. The Articles of the Collective Agreement listed below shall govern regular part-time employees:

Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 22, 23.02, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35.02, 36, 37, 38, Schedule "A", Schedule "B", LOU's (except those LOU's referring to fulltime employees.)

22.03 Part-time employees who are called in to work on any given day shall receive not less than four (4) hours pay.

22.04 Part-time employees in the active employ of the Employer who qualify in accordance with Article 22:05 and who are not required to work on a holiday established under the

Employment Standards Act of the Province of Ontario shall receive regular pay for such holiday(s).

- 22.05 In order to qualify for holiday pay, a part-time employee must have completed three (3) months continuous employment with the Employer, have worked twelve (12) days in the thirty (30) day period preceding the holiday concerned and have worked their full scheduled shifts on each of the work days immediately preceding and immediately following the holiday concerned.
- 22.06 An eligible part-time employee in the active employ of the Employer who is required to work on a holiday established under the Employment Standards Act of the Province of Ontario may be granted a day off with pay in lieu of the holiday at their regular rate of pay within a period of thirty (30) days prior to or thirty (30) days subsequent to the holiday concerned. Pay for a day off in lieu of a holiday shall be calculated based on the number of hours worked by the employee on the holiday concerned at their regular straight time hourly rate of pay. If a day off in lieu of the holiday is not granted by the Employer, then such employee shall be paid for authorized work performed on the holiday at one and one-half times their regular straight time hourly rate of pay and in addition shall receive holiday pay calculated in accordance with Article 22.04.
- 22.07 An employee shall qualify for a day off with pay in lieu of a holiday in the same manner as set forth in Article 22.03.
- 22.08 Part-time employees will receive the same percentages for vacation pay as full-time employees based on length of Employer service.
- 22.09 *Overtime* Authorized work performed by a part-time employee in excess of forty (40) hours in the week or eight (8) hours in a day shall be paid at the rate of time and one-half the employee's regular straight time hourly rate.

Article 23 – Banquet Employees

23.01

Banquet Servers

1. Full-Time: A maximum of eight (8) full-time Banquet Servers shall have scheduling priority over part-time and casual Banquet Servers.
2. Part-Time: Part-time Banquet Servers shall be booked or assigned on a seniority basis and shall have scheduling priority over casual Banquet Servers.
3. Casual: Casual Servers shall be offered work on an as needed basis by call in by seniority and with the understanding that employees who do not indicate their availability at the time of being called will be passed over.
4. The following procedure will be invoked to offer the opportunity for additional hours to non-banquet personnel:
 1. Post a requirement for interested employees to work in banquets;
 2. Internal application will be completed

3. Following the interview process, selected individuals will be provided a training program
4. If as a result of the training program they are successful, the employees will be placed on a list based on House Seniority
5. Terms and conditions of employment will be in accordance with article 23.05
6. Seniority will not accrue in this department, but hours will be computed for purposes of Health & Welfare and Pension Plans.

23.02 Any increase in the number of full-time Banquet Servers must be negotiated with the Union.

23.03 Full-time employees in the Banquet Department classifications shall enjoy all terms and conditions of the Collective Agreement covering other Departments of the Residence (save as modified in the Agreement).

23.04

Wages

See Schedule B

23.05

Hours of Work and Overtime

When scheduled, Banquet employees shall be provided with a minimum of four (4) hours work. Subject to the foregoing, hours of work and overtime shall be in conformity with the *Employment Standards Act of Ontario*.

23.06

General

Banquet Servers shall serve food and beverage at banquet functions with a view to provide superior customer service. Servers shall be responsible for all aspects of service, set-up and breakdown associated with banquets.

23.07 Full-time and Part-time Banquet Servers shall have seniority recognized as it relates to station assignment. Management reserves the right to assign alternate station assignments based on the importance of the function.

23.08 Scheduling for full-time Banquet Servers shall be done by posting all breakfasts, lunches, receptions and dinners on a weekly basis. Employees will be scheduled on a rotation basis starting where the scheduling stopped or ended for a specific function. The following day scheduling will continue with the next name on the list.

23.09 Work performed by a Server in another Banquet Department classification shall be paid at the rate of such classification to the nearest quarter hour.

23.10 No employee shall have the right to refuse to work an assigned function. Accordingly, an employee who fails to work a scheduled function shall be considered as having performed such assignment for purposes of scheduling.

23.11 A part-time or casual Banquet Server who refuses two (2) scheduled work assignments in any fourteen (14) consecutive day period shall be considered to have terminated employment with the Employer.

23.12 On functions where a guarantee is provided by the convenor, normal scheduling shall be thirty (30) covers on dinner plate service, thirty-five (35) covers on luncheon service and forty (40) covers on buffet service. Servers who serve the function will clear to a maximum of seventy (70) covers. When scheduled, and to the extent possible, such duties will be performed by casual Banquet Servers.

23.13 Management of the Residence shall not perform the duties of Banquet Department bargaining unit employees, except in the case of an emergency, or for the purpose of training or experimentation. The preceding provision shall not apply to functions where specialized service is required.

23.14

Gratuities

Eighty percent (80%) of the gratuity related to food revenue shall be distributed to bargaining unit employees who serve food and a gratuity equal to ten percent (10%) of the revenue related to the sale of liquor or beer shall be distributed to the bargaining unit employees serving "host bars".

Banquet Department employees serving a banquet "cash bar" shall share in equal portions a gratuity equal to fifty cents (\$.50) per liquor, beer, wine or minerals ticket sold. Banquet Department employees serving coffee breaks shall receive the related gratuity. The remainder of gratuities will be at the disposal of the Employer.

23.15

Payment of Gratuities

- a) Part-Time and Casual: Part-time and casual employees will each be paid an average of gratuities available for each meal period worked.
- b) Full-Time: All remaining gratuities, as outlined above, shall be given to all full-time Banquet Servers. The gratuities shall be pooled, the number of functions shall be added together and divided into the pooled amount. Gratuities will be distributed on the basis of the number of functions each full-time employee worked during the pay period.

23.16

Verification

Checks or relevant documents showing the total amount of gratuity collected will be available for inspection by the Union. Gratuities distributed that are not subsequently collected from the guest are subject to recovery by the Employer from the gratuities of subsequent banquets worked by employees concerned. The Union shall be notified of such non-payment by the guest. The Employer shall recognize two (2) representatives of the Banquet Department and the Union Representative to verify gratuity distribution, in co-

operation with the Management of the Banquet Department. These representatives, upon twenty-four (24) hours' notice will be given access to any and all relevant information. The Union will notify the Employer as to the names of these representatives.

23.17

Meals

Banquet Servers shall be allowed one (1) meal for each four (4) hours worked. Pursuant to the requirements of Revenue Canada, employees receiving meals shall be assessed a taxable benefit.

23.18

Casual Banquet Employees

The employment of the casual Banquet Servers shall be governed by the *Employment Standards Act of Ontario*.

23.19

Banquet Porters

For functions of fifty (50) guests or less, and when only sandwiches and continental breakfasts are being served, Banquet Porters shall be responsible for service to guests. Functions of more than fifty (50) guests will be served by Servers. Banquet Porters shall be responsible for the serving of all coffee breaks.

Article 24 – Hours of Work and Work Schedules

24.01 The regular work week for all departments of the Residence shall be forty (40) hours per week. The forty (40) hour week shall consist of five (5) days per week and eight (8) hours per day.

24.02 An employee who punches, signs or otherwise causes information to be placed on another employee's time card or time sheet is subject to disciplinary action up to and including discharge.

24.03 Work schedules shall provide employees with two (2) consecutive days off each week with possible exceptions in some departments where arrangements are made and approved by the parties concerned.

24.04 Departmental weekly work schedules shall be posted where deemed necessary not less than four (4) days prior to the scheduled period. The Employer may, on giving four (4) days' notice to the employee(s) concerned and subject to the provisions of Article 23, revise such schedule(s) without the payment of premium time.

In the event of regular time lost due to a layoff within a classification and department, work may be offered to employees on their scheduled days off at their regular basic hourly rate of pay in order to make up such regular time lost.

24.05 Subject to the provisions of Article 24.04, authorized work performed in excess of the normal work week or normal work day as defined in section 24.01, and on the sixth (6th) or

seventh (7th) consecutive day worked, shall be paid at the rate of time and one-half the employee's regular straight time hourly rate.

It is agreed by the parties that if an employee requests a change in their scheduled days off or requests to work on their scheduled days off to make up for a shortage of hours, which results in work being performed on a sixth (6th) or seventh (7th) day, the Employer shall not be required to pay overtime rates to honour this request.

24.06 Employees shall be entitled to one (1) fifteen (15) minute rest period for each half shift of four (4) hours duration at a time determined by the Employer and consistent with efficient operations.

24.07 It is expressly understood that the provisions of this Article are intended only to provide a basis of calculating time worked and shall not be nor construed to be a guarantee as to the hours of work per week nor (except as provided in Article 23 hereof) as to working schedules.

Article 25 – Shift Premium

25.01

Shift Premium

A shift premium of seventy cents (\$0.75) shall be paid for all work performed on shifts in which at least half of the hours worked are between the hours of 11pm and 6am.

25.02 The Employer will, at its discretion, provide any employee who is required to overstay their regular finishing time and ends work between the hours of 1:30am and 6am, transportation cost or parking fees.

Article 26 – Temporary Transfers

26.01 An employee temporarily transferred or assigned to a higher rated classification for one (1) hour or more and fulfilling all of the duties and responsibilities of such position shall receive the rate of the higher classification while occupying such position. Should the temporary transfer be less than one (1) hour, such employee shall receive the rate of their regular classification. Assisting a higher rated employee shall not constitute a temporary transfer or assignment to a position in a higher classification.

26.02 An employee temporarily assigned to a position in a lower rated classification shall not have their rate reduced.

Article 27 – Bereavement Leave

27.01 In the event of the death of an employee's spouse, partner, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law or sister-in-law an employee with more than six (6) months continuous service shall receive up to five (5) days leave of absence and will be paid for time lost up to a maximum of eight (8) hours per day for each regularly scheduled work day that occurs within such five (5) day period.

Such leave is to be for the purpose of arranging and attending the funeral or for such other related requirements that would reasonably have necessitated time off duty. Where extensive travel is required or other circumstances arise where an additional day is required, Management retains the discretion to grant additional time off under this article, provided that paid bereavement leave does not exceed a total of six (6) working days in any year.

27.02 In the event of the death of an employee's grandparent or grandchild, an employee with more than six (6) months continuous service shall receive two (2) days leave of absence in order to attend the funeral and shall be paid for time lost up to a maximum of eight (8) hours per day.

Article 28 – General

28.01 The Employer agrees to provide meals to employees in Food and Beverage Preparation, Production and Service during the term of this Agreement, pursuant to the terms of this Agreement. Pursuant to the requirements of Revenue Canada, employees receiving meals shall be assessed a taxable benefit.

28.02 Uniforms or special style clothing, if required by the Employer, shall be supplied and maintained. Maintenance shall include repair of normal wear and tear, dry cleaning of non-washable apparel and laundering of kitchen whites and Room Attendants' uniforms.

28.03 An employee providing their own knives shall be reimbursed up to a maximum of fifty dollars (\$50.00) per year for the replacement of said knives upon approval by management.

28.04 Where the Employer requires safety shoes or boots to be worn as a condition of employment, the Employer will reimburse these employees, upon the submission of the original receipt, up to a maximum of (150) one hundred fifty dollars annually. Safety shoes or boots must be Canadian Standard Association of UL approved and be in serviceable condition as determined by the employee's supervisor. Should damages be incurred due to the use of chemicals prior to the end of the year, the damaged shoes shall be brought to the attention of the Health and Safety Committee, where upon their recommendation, a request for new shoes may be required.

Article 29 – Jury Duty

29.01 An employee called for jury duty shall be reimbursed by the Employer for the difference between jury duty fees and the wage they would otherwise have received (not in excess of eight (8) hours per day or forty (40) hours per week) for the actual time they are necessarily required to be absent from work.

Article 30 – Federal and Provincial Legislation

30.01 The parties agree they cannot be obligated or bound by any term or provision of this Agreement which is contrary to any existing federal or provincial legislation or regulations passed pursuant thereto. In the event any federal or provincial legislation makes invalid any term or provisions of this Agreement, the remaining terms and provisions shall remain in effect for the balance of the term of this Agreement.

Article 31 – Bulletin Boards

31.01 The Employer shall make a bulletin board available for the posting of notices or reports for the information of Union members. Such notices or reports shall be limited to those concerning elections, meetings, recreational, social or educational activities and must be approved by the Director, Human Resources or designate prior to posting.

Article 32 – Safety and Health

32.01 The Employer shall continue to make reasonable provisions for the safety and health of employees during the hours of their employment.

32.02 The Union and the Employer will co-operate in maintaining and promoting safe work practices.

32.03 The parties agree to continue the established Health and Safety Committee. Such Committee shall operate in accordance with the terms of the present Occupational Health and Safety Act of Ontario..

32.04

Health and Well Being

The parties, having mutual concern for the health and well being of employees, agree to discuss wellness and modified work program activities or initiatives which act as a supplement to the statutory programs available.

Article 33 – Technological Change

33.01 The Employer agrees to provide advance notice to employees and the Union of any changes in technology.

33.02 The parties agree to negotiate the introduction of new technology with a mind towards minimizing any adverse effects, if any, on the employee.

Article 34 – Job Security

34.01 In the event that the Employer determines that it is necessary to subcontract (understood to include leasing and contracting in and out) work presently in the bargaining unit which affects an employee or permanently close a department, the following will occur:

- (a) The Union and the employees will be provided with a minimum of ninety (90) days notice in writing of such a change.
- (b) The Employer will, at the request of the Union, meet prior to the implementation of the change to determine ways of limiting the adverse effects on affected employees, if any, to review pertinent information and to consider reasonable alternatives, if any.
- (c) Without limiting the outcome of (b), an employee who is displaced as a result of the change referred to above will first be offered available alternate employment within the bargaining unit if a position is available and the employee has the skill and ability to do

the work required. Where skill and ability are equal between affected employees, then seniority shall be the governing factor. The employee shall retain their house seniority while being required to accumulate departmental seniority in their new position.

(d) Should no suitable position be available then the affected employee shall have the following options:

- i) elect to exercise bumping rights in accordance with 11.05(c) so long as the affected employee may bump into another department
- ii) apply for an available position for which they may be trained
- iii) remain on the seniority list for a period of fifty two (52) weeks and be subject to recall for any suitable employment and said fifty two (52) weeks may be extended by the Employer. Employees who are not recalled shall receive severance in accordance with ESA RSO 1990
- iv) elect to accept severance pay which shall be based upon:

0-5 years	=1 week per year
6-14 years	=1 week, 3 days per year
15-19 years	=2 weeks per year
20+ years	=3 weeks per year

The rate of pay for gratuity employed will be determined per their earnings on their T4 slip.

The severance obligations herein are inclusive of all *Employment Standards Act, 2000* (as amended) payments.

For the purpose of severance pay calculation, the Employer will use forty (40) hours a week for full time employees. Part time employees will have their hours averaged over the one (1) year preceding the permanent lay off.

- v) One of the above must be selected by the affected employee no later than ten (10) days prior to the closure.
- (e) The Employer will arrange a meeting between the Union and any contractor, that as a result of its activities within 89 Chestnut, will displace a bargaining unit employee.
- (f) Notwithstanding the Employer will not exercise the provisions of this Article to subcontract work presently within the bargaining unit for the duration of this collective agreement.

Article 35 – Education and Union Funds

35.01 The Employer recognizes that education is a continuing process. Accordingly the Employer shall allow the Union to sponsor education functions such as seminars and workshops to be held on the Employer's premises in facilities when they are available at no charge to the Union with the understanding that the Employer will not turn away revenue from other sources in order to accommodate such Union education functions.

35.02

Education Fund

The Employer agrees to contribute two cent (\$.02) per hour worked per employee, into the UNITE HERE Local 75 Education Fund.

35.03 The Employer agrees to contribute two cent (\$0.02), from date of ratification, per hour worked per employee into the UNITE HERE Local 75 World Culture Fund of Toronto's hotel workers.

Article 36 – Personnel File

36.01 An employee may review his or her personnel file during the Human Resources Office regular business hours, provided that two (2) working days prior notice is given to the Human Resources Office. The employee is entitled to be accompanied by a Union Steward for up to half (1/2) an hour to review the personnel file.

Article 37 – Wearing of Union Buttons

37.01 The Employer shall not prohibit the wearing of union pins and buttons provided they are of reasonable size and style and management approves of their use beforehand. Management shall not unreasonably withhold approval.

Article 38 – Termination

38.01 The Agreement shall continue in effect until 31 January 2018 and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing not less than thirty (30) days or not more than ninety (90) days prior to the expiration date, that it desires to amend or terminate the Agreement.

38.02 If, pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of this Agreement prior to the current expiration date, it shall expire unless it is extended for a specific period by mutual Agreement of the parties. All such negotiations shall be subject to the Ontario Labour Relations Act as amended.

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 June 18, 2015.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:

Vice President, Human Resources & Equity

Secretary, Governing Council

AND

UNITE HERE, LOCAL 75

Business Representative

Negotiating Committee

Negotiating Committee

Negotiating Committee

Negotiating Committee

Negotiating Committee

Negotiating Committee

Negotiating Committee

Negotiating Committee

Schedule A: Holidays

The parties agree to the following days of observance for the stated holidays:

December 2015 to January 2016

Wednesday, December 23, 2015 Day of closure
 Thursday, December 24, 2015 Day before Christmas Day
 Friday, December 25, 2015 Christmas Day, Statutory Holiday
 Monday, December 28, 2015 Day of Closure
 Tuesday, December 29, 2015 Day of Closure
 Wednesday, December 30, 2015 Lieu for Boxing Day
 Thursday, December 31 2015 Day Before New Year's
 Friday, January 1, 2016 New Year's Day, Statutory Holiday

December 2016 to January 2017

Wednesday, December 21	Day of Closure
Thursday, December 22	Day of Closure
Friday December 23	Day of Closure
Monday December 26	Boxing Day, Statutory holiday
Tuesday December 27	Day before Christmas Day
Wednesday December 28	Lieu for Christmas Day
Thursday December 29	Day before New Year's Day
Friday December 30	Lieu for New Year's Day

Schedule B: Wages

Classification	1-Feb-15		26-Jun-15		1-Oct-15		1-Feb-16		1-Feb-17	
	New Hire Rate ¹⁾	Amount	New Hire Rate ¹⁾	Amount	New Hire Rate ¹⁾	Amount	New Hire Rate ¹⁾	Amount	New Hire Rate ¹⁾	Amount
Houseperson	13.73	18.31	13.73	18.31			13.87	18.49	14.04	18.72
Room Attendant	13.73	18.31	13.73	18.31			13.87	18.49	14.04	18.72
Carpet Cleaner	13.73	18.31	13.73	18.31			13.87	18.49	14.04	18.72
Cleaner - Public Area	13.73	18.31	13.73	18.31			13.87	18.49	14.04	18.72
Chef de Partie	17.41	23.21	17.41	23.21			17.58	23.44	17.80	23.73
Lead Cook	16.25	21.66	16.25	21.66			16.41	21.88	16.61	22.15
Cook	15.07	20.09	15.07	20.09			15.22	20.29	15.41	20.54
Prep Cook			13.57	18.09			13.70	18.27	13.88	18.50
Store Attendant	13.10	17.46	13.10	17.46			13.22	17.63	13.39	17.85
Dishwasher	13.59	18.12	13.59	18.12			13.73	18.30	13.90	18.53
Cashier/Hostess	13.35	17.80	13.35	17.80			13.49	17.98	13.65	18.20
Counter Server	13.51	18.01	13.51	18.01			13.64	18.19	13.82	18.42
Banquet Server ²⁾	**	10.98	**	10.98	**	10.98	**	11.09	**	11.23
Banquet Bartender	**	11.89	**	11.89	**	11.89	**	12.01	**	12.16
Banquet Porter	12.60	16.80	12.60	16.80			12.73	16.97	12.89	17.18
Banquet Cashier	12.95	17.27	12.95	17.27			13.08	17.44	13.25	17.66
Parking Attendant	13.19	17.59	13.19	17.59			13.33	17.77	13.49	17.99
Maintenance General	15.91	21.21	15.91	21.21			16.07	21.42	16.27	21.69
Make Ready Team	14.42	19.23	14.42	19.23			14.57	19.42	14.75	19.66
Lead Hand Stewarding	14.62	19.49	14.62	19.49			14.76	19.68	14.95	19.93

1) New Hire rate is 75% of full rate for 18 months but must be at least ESA minimum.

2) Banquet Server and Banquet Bartender - New Hire rate is equivalent to "Liquor Servers Minimum Wage" rate

LETTER OF UNDERSTANDING #1: Religious Holidays

June 18, 2015

Frank Piserchia
Assistant to the Director UNITE HERE LOCAL 75
Ontario Federation of Labour Building
15 Gervais Drive, Suite 310
Toronto, Ontario
M3C 1Y8

Dear Mr. Piserchia,

RE: The Employer agrees to consider employee requests for time off without pay on a bona fide Religious Holidays not covered in the Collective Agreement, with two (2) weeks' notice to be given for all requests. In determining whether to grant such a request, the Employer will take into consideration the staffing levels required based on business needs, and additional costs which may be incurred by granting such requests.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF UNDERSTANDING #2: New Duties in a Classification

June 18, 2015

Frank Piserchia
Assistant to the Director UNITE HERE LOCAL 75
Ontario Federation of Labour Building
15 Gervais Drive, Suite 310
Toronto, Ontario
M3C 1Y8

Dear Mr. Piserchia,

Prior to the implementation of new duties in a classification, the Employer will first discuss the changes with the employees and the union to better understand the impact on any classifications.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF UNDERSTANDING #3: Past Practice

June 18, 2015

Frank Piserchia
Assistant to the Director UNITE HERE LOCAL 75
Ontario Federation of Labour Building
15 Gervais Drive, Suite 310
Toronto, Ontario
M3C 1Y8

Dear Mr. Piserchia,

This Collective Agreement represents the full and entire agreement between the parties. The parties recognize that there may be certain practices with economic implications not specifically outlined in the agreement that are associated with the operation of the Residence and should there be a change to these practices the change will be subject to discussion at a Joint Union Management Committee Meeting.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF UNDERSTANDING #4: Night Cleaner Services

June 18, 2015

Frank Piserchia
Assistant to the Director UNITE HERE LOCAL 75
Ontario Federation of Labour Building
15 Gervais Drive, Suite 310
Toronto, Ontario
M3C 1Y8

Dear Mr. Piserchia,

It is agreed by the parties that upon the natural expiration of the existing contract provided by the "Night Cleaner", that the parties may discuss the possible option of returning the comprehensive duties of "Night Cleaner" to the bargaining unit.

It is understood that the final decision rests with the Employer as there are potentially several associated costs connected to a decision of this type; including but not limited to: severance or payments associated with contracting-in, legal, equipment acquisition, supplies, training and additional supervision.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF UNDERSTANDING #5: Housekeeping

June 18, 2015

Frank Piserchia
Assistant to the Director UNITE HERE LOCAL 75
Ontario Federation of Labour Building
15 Gervais Drive, Suite 310
Toronto, Ontario
M3C 1Y8

Dear Mr. Piserchia,

In the Housekeeping Department the employees and the employer shall follow these guidelines in room assignments.

The Union and the Employer understand that the room attendants are paid to work by the hour.

1. The parties agree that room attendants are expected to take breaks and meal periods.
2. In the event that a Room Attendant believes that she/he will not be able to complete the assigned number of rooms in the time allocated, she/he shall advise her/his supervisor as soon as she/he is aware. The supervisor, once called, will assess the situation, taking into consideration that breaks should have been taken. Pending the outcome of the assessment, the supervisor may arrange either assistance in the completion of the assignments or may reduce the number of rooms assigned on that particular day. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this paragraph #2.
3. The parties agree to continue the practice that if a Room Attendant is assigned a clean room she/he must also notify their Supervisor, who will reissue the Room Attendant another room to clean.
4. The Employer undertakes in Housekeeping that in the event of an unscheduled absence of a Room Attendant, that another Room Attendant will be called in to replace the absent employee. Call in will occur by seniority.

Cots & Cribs: The sum of \$2.00 for the combination of set up/take down of a cot by the Houseperson, and \$2.00 for the Room Attendant and/or Houseperson, for the make-up of a cot will be effective as of written notice of ratification.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF UNDERSTANDING #6: Retirement Allowance for Full Time Employees

June 18, 2015

Frank Piserchia
Assistant to the Director UNITE HERE LOCAL 75
Ontario Federation of Labour Building
15 Gervais Drive, Suite 310
Toronto, Ontario
M3C 1Y8

Dear Mr. Piserchia,

This Letter of Understanding shall not be applicable to any employees hired after May 8th, 2014. For clarity, employees hired after May 8th, 2014 shall not be entitled to any of the lump sum payments set out in this Letter of Understanding. This Letter of Understanding will remain in effect as long as the Employer contributes, on behalf of the employee, toward the UNITE HERE Pension Plan.

For those employees whose age and service equal 75 and who choose to retire at or after the age of 60 and before age 61 shall be entitled to a lump sum payment of \$2,000.00 for every five (5) years of service, or part thereof, to a maximum of \$10,000.00.

For those employees whose age and service equal 75 and who choose to retire at or after the age of 61 and before age 62 shall be entitled to a lump sum payment of \$1,800.00 for every five (5) years of service, or part thereof, to a maximum of \$9,000.00.

For those employees whose age and service equal 75 and who choose to retire at or after the age of 62 and before age 63 shall be entitled to a lump sum payment of \$1,600.00 for every five (5) years of service, or part thereof, to a maximum of \$8,000.00.

For those employees whose age and service equal 75 and who choose to retire at or after the age of 63 and before age 64 shall be entitled to a lump sum payment of \$1,400.00 for every five (5) years of service, or part thereof, to a maximum of \$7,000.00.

For those employees whose age and service equal 75 and who choose to retire at or after the age of 64 and or before their 65th birthday shall be entitled to a lump sum payment of \$1,000.00 for every five (5) years of service, or part thereof, to a maximum of \$5,000.00.

Effective February 01, 2012, for those employees whose age and service equal 75 and who choose to retire at or after the age of 64 and or before their 65th

birthday shall be entitled to a lump sum payment of \$1,200.00 for every five (5) years of service, or part thereof, to a maximum of \$6,000.00.

For those employees whose age and service equal 75 and who choose to retire at or after the age of 65 and on or before their 66th birthday shall be entitled to lump sum payment of \$800.00 for every five (5) years of service, or part thereof, to a maximum of \$4,000.00. For clarity, only employees whose age is 65 or greater during the term of this collective agreement shall be entitled to this latter provision.

Effective February 01, 2012, for those employees whose age and service equal 75 and who choose to retire at or after the age of 65 and on or before their 66th birthday shall be entitled to lump sum payment of \$1,000.00 for every five (5) years of service, or part thereof, to a maximum of \$5,000.00. For clarity, only employees whose age is 65 or greater during the term of this collective agreement shall be entitled to this latter provision.

For those employees whose age and service equal 75 and who choose to retire at or after the age of 66 and on or before their 67th birthday shall be entitled to lump sum payment of \$600.00 for every five (5) years of service, or part thereof, to a maximum of \$3,000.00.

Effective February 01, 2012, for those employees whose age and service equal 75 and who choose to retire at or after the age of 66 and on or before their 67th birthday shall be entitled to lump sum payment of \$800.00 for every five (5) years of service, or part thereof, to a maximum of \$4,000.00.

For those employees whose age and service equal 75 and who choose to retire at or after the age of 67 and on or before their 68th birthday shall be entitled to lump sum payment of \$400.00 for every five (5) years of service, or part thereof, to a maximum of \$2,000.00.

For those employees whose age and service equal 75 and who choose to retire at or after the age of 68 and on or before their 69th birthday shall be entitled to lump sum payment of \$200.00 for every five (5) years of service, or part thereof, to a maximum of \$1,000.00.

Effective February 01, 2012, for those employees whose age and service equal 75 and who choose to retire at or after the age of 67 and on or before their 69th birthday shall be entitled to lump sum payment of \$600.00 for every five (5) years of service, or part thereof, to a maximum of \$3,000.00.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF UNDERSTANDING #7: Outlets

June 18, 2015

Frank Piserchia
Assistant to the Director UNITE HERE LOCAL 75
Ontario Federation of Labour Building
15 Gervais Drive, Suite 310
Toronto, Ontario
M3C 1Y8

Dear Mr. Piserchia,

The Employer will endeavour to maintain service in all food and beverage outlets, unless the most severe circumstances arise, and only after every reasonable alternative has been explored.

The Employer agrees to meet with the Union and discuss reasonable alternatives that may be available

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF UNDERSTANDING #8: Equal Opportunity Training Fund

June 18, 2015
Frank Piserchia
Assistant to the Director UNITE HERE LOCAL 75
Ontario Federation of Labour Building
15 Gervais Drive, Suite 310
Toronto, Ontario
M3C 1Y8

Dear Mr. Piserchia,

The Employer agrees to contribute two cents (\$0.02) from the date of ratification, per hour worked per employee into the UNITE HERE, Local 75 Equal Opportunity Training Fund.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF UNDERSTANDING #9: Uniforms or Special Style Clothing

June 18, 2015

Frank Piserchia
Assistant to the Director
UNITE HERE LOCAL 75
Ontario Federation of Labour Building
15 Gervais Drive, Suite 310
Toronto, Ontario
M3C 1Y8

Dear Mr. Piserchia,

Notwithstanding Article 28:02 (General), effective as soon as practicable following the date of ratification of this renewal collective agreement, uniforms or special style clothing, if required by the Employer, shall be supplied in the form of washable apparel. The Employer shall be responsible for repair and/or replacement of normal wear and tear as deemed necessary by the Employer. Employees shall be responsible for ensuring that the washable apparel provided by the Employer is worn at work in a clean, hygienic and presentable state.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF INTENT #1: Public Transit Subsidy

June 18, 2015

Frank Piserchia
Assistant to the Director UNITE HERE LOCAL 75
Ontario Federation of Labour Building
15 Gervais Drive, Suite 310
Toronto, Ontario
M3C 1Y8

Dear Mr. Piserchia,

The University will administer volume discounts on TTC passes as long as the TTC continues to provide the University of Toronto with volume discounts in the purchase of transit passes for the employees in the bargaining unit. The University and the Union agree to jointly approach the Mississauga Transit and Go Transit to discuss volume discounts in the purchase of transit passes for employees in the Bargaining Unit.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF INTENT #2: Tuition Waiver for Dependents

June 18, 2015

Frank Piserchia
Assistant to the Director UNITE HERE LOCAL 75
Ontario Federation of Labour Building
15 Gervais Drive, Suite 310
Toronto, Ontario
M3C 1Y8

Dear Mr. Piserchia,

The University agrees that dependants of full time employees in the bargaining unit shall be entitled to the benefits of the Tuition Waiver for Dependents Policy attached hereto.

Yours truly,

Alex Brat
Director, Labour Relations

INTRODUCTION

In order to assist staff members who have dependants or a spouse who, wish to pursue University studies, towards their first undergraduate degree or certificate, the University will extend to the dependants of such staff members a waiver of the academic tuition fee for specific University of Toronto programmes. The terms and conditions of this staff benefit are described below.

TERMS OF REFERENCE

An eligible spouse or dependant must have met the admission requirements for the qualifying programme and have followed the normal procedures regarding application for admission and registration before application is made for tuition waiver.

For the purposes of this policy:

“Dependant” shall include the natural, legally adopted, step or foster child the employee or employee’s spouse, who is dependent on the employee or spouse for financial support;

Spouse shall mean spouse as defined in the Ontario Human Rights Code as amended by the Spousal Relationship Statute Law Amendment Act, 2005.

“Academic tuition fee” by definition excludes application, registration, service, examination and other incidental fees.

ELIGIBILITY

This benefit is available to:

Staff members of the bargaining unit at the University, who are full-time as defined by Article 11-Seniority.

Full time staff members on approved leave of absence, who are maintaining enrolment in benefit programmes.

Dependants, or spouse, proceeding towards a first degree or certificate in a qualifying programme (not special students). Qualifying programmes are described under PROVISIONS (below).

PROVISIONS

Eligible dependants will have their academic tuition fee waived for each academic year of the programme until the degree or certificate is awarded.

The academic tuition fee waiver is applicable to programmes which lead to a first undergraduate degree or certificate and which do not require prior undergraduate

preparation since admission is normally gained directly from high school. In cases where the programme requires undergraduate preparation, only the undergraduate courses taken as part of the preparation are eligible.

For clarity, the fee waiver is applicable to the Transitional Year Programme and the Academic Bridging Programme.

Programmes in the following areas are also not eligible:

Royal Conservatory of Music
School of Continuing Studies
Woodsworth College Diplomas

Where a student receives a scholarship which provides for the payment of fees, the terms of the scholarship will apply prior to any waiver of tuition under this policy.

Questions concerning this policy should be directed to the appropriate local Human Resources Department. The value of the tuition waiver under this provision is a taxable benefit to the employee.

LETTER OF INTENT #3: Educational Assistance Policy

June 18, 2015

Frank Piserchia
Assistant to the Director UNITE HERE LOCAL 75
Ontario Federation of Labour Building
15 Gervais Drive, Suite 310
Toronto, Ontario
M3C 1Y8

Dear Mr. Piserchia,

The University agrees that full time employees in the bargaining unit shall be entitled to the benefits of the Educational Assistance Policy attached hereto.

Yours truly,

Alex Brat
Director, Labour Relations

Educational Assistance Policy

INTRODUCTION

In keeping with its policy objective to provide staff members with opportunities for personal development and establish a working environment that will encourage them to develop their abilities, the University has designed this practice on Educational Assistance. Its provisions define the extent to which the University will financially assist staff to further their formal education.

TERMS OF REFERENCE

Qualifying staff members referred to below are those staff who are eligible in terms of University service (described under ELIGIBILITY) and have academic acceptability by the Faculty, School, Centre, etc., from whom the course is to be taken and the approval of the Department Head before beginning the course as described under PROCEDURES.

ELIGIBILITY

Bargaining unit employees holding administrative staff appointments whether full-time, part-time of twenty-five (25) percent or more, or sessional are eligible. In the case of part-time staff members for the first three (3) years' continuous service, the funding is pro-rated in accordance with the part-time appointment.

PROVISIONS

1. One hundred (100) Percent Tuition Waived

Tuition fees are waived for a qualifying staff member taking, on a part-time basis:

- 1) a University of Toronto or Ontario Institute for Studies in Education degree course, up to and including the Master's level (excluding deregulated programs), or
- 2) a diploma or certificate program offered through Woodsworth College, or
- 3) Courses offered by the School of Continuing Studies that are work or job related, up to a maximum of five hundred (\$500) dollars per course, and personal interest courses for which a taxable benefit is assessed up to a maximum of two hundred and fifty (\$250) dollars per course, with a combined maximum six (6) courses per academic year.

Courses should be taken outside of normal working hours. However, if the course is not otherwise available, one such course at a time may be taken during normal working

hours provided the approval of the Department Head is obtained and alternative work arrangements are made.

2. Fifty (50) Percent Tuition Reimbursed

Fifty (50) percent of tuition fees will be reimbursed to a qualifying staff member who shows successful completion of a job-related course given at a recognized educational institution (other than those in 1. above). Such courses should be taken on the staff member's own time, after normal working hours and must be either:

- 1) Individual skill improvement courses which are related to the staff member's present job or to jobs in the same field to which the staff member might logically aspire, or
- 2) Courses of study leading to undergraduate certificates, diplomas or degrees offered at recognized educational institutions. Such courses must either be an asset to the staff member in the performance of his/her present job or directly related to his/her potential career. Individual courses, even though unrelated, will qualify provided they are part of an eligible certificate, diploma or degree program.

The University agrees to provide to employees in the bargaining unit who have successfully completed their probationary periods in accordance with the collective agreement, the benefits of the University's Educational Assistance Policy for Administrative non-union staff, as attached hereto. It is agreed that the University may amend the aforesaid Policy from time to time.

LETTER OF INTENT #4: Partnership on Training and Job Opportunities

June 18, 2015

Frank Piserchia
Assistant to the Director UNITE HERE LOCAL 75
Ontario Federation of Labour Building
15 Gervais Drive, Suite 310
Toronto, Ontario
M3C 1Y8

Dear Mr. Piserchia,

WHEREAS the Employer and the Union agree that high quality worker training and skills upgrading leads to high standards of service excellence;

AND WHEREAS the Employer has an interest in the recruitment and retention of skilled workers in its current and future properties;

AND WHEREAS training and skills development provide greater and more equitable access to jobs and promotional opportunities, particularly among new Canadians;

AND WHEREAS training is based on a mutually respectful training partnership between the Employer and the Union;

THEREFORE, BE IT RESOLVED that the Union and the Employer agree to jointly address a wide range of employment issues including recruitment, retention, job training and job placement including but not limited to the following examples of training:

1. The employer will work with the Union to provide English as a Second Language (ESL) and literacy classes to employees at the worksite, either directly, or in partnership with not-for-profit ESL providers.
2. Vocational skills training programs in housekeeping, food and beverage, maintenance and other departments for both promotion within and between these departments.
3. Opportunities to enter and/or complete culinary and maintenance apprenticeship programs.
4. Programs to evaluate and properly recognize prior learning and/or foreign credentials.
5. A commitment to involving workers in the planning and delivery of training, including on-going opportunities for peer-based training needs analyses, training plan development and where appropriate, delivery of training programs.

6. Programs through the Hospitality Workers Training Centre.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF UNDERSTANDING #10: Seniority

June 18, 2015

Frank Piserchia
Assistant to the Director UNITE HERE LOCAL 75
Ontario Federation of Labour Building
15 Gervais Drive, Suite 310
Toronto, Ontario
M3C 1Y8

Dear Mr. Piserchia,

In accordance with present practice, the parties agree classification seniority applies to entitlement to available weekly scheduled shifts/scheduled overtime/ lay off and reduced hours.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF UNDERSTANDING #11: Workplace Dignity

June 18, 2015

Frank Piserchia
Assistant to the Director UNITE HERE LOCAL 75
Ontario Federation of Labour Building
15 Gervais Drive, Suite 310
Toronto, Ontario
M3C 1Y8

Dear Mr. Piserchia,

The Union and the Employer recognize that all employees are deserving of respect and dignity and that all workplace parties should conduct themselves accordingly. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF UNDERSTANDING #12: Deleted Positions / Departments

June 18, 2015

Frank Piserchia
Assistant to the Director UNITE HERE LOCAL 75
Ontario Federation of Labour Building
15 Gervais Drive, Suite 310
Toronto, Ontario
M3C 1Y8

Dear Mr. Piserchia,

The parties agree that should the obsolete positions and departments (referenced below) be reintroduced for operational reasons during the term of the contract they will be recognized as part of the bargaining unit.

Obsolete Departments:

Laundry
Room Service
Beverage Production
Switchboard
Chestnut Tree Restaurant
Fitness
Bellman/Doorman
Dewey's Pub

Obsolete Positions:

Housekeeping:
Room Checker
Seamstress

Laundry:
Washer / Extractor
Utility
Linen Attendant

Food Service:
Bus Help
Server

Room Service:
Captain
Server
Cashier

Beverage Production:

Service Bartender
Stool Bartender
Combined Bartender

Beverage Service:

Server

Guest Services:

Bellperson
Door Attendant

Switchboard:

Operator

Fitness Center:

Fitness Attendant

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF INTENT #5: Local 75 Transit Riders Fund

June 18, 2015

Frank Piserchia
Assistant to the Director UNITE HERE LOCAL 75
Ontario Federation of Labour Building
15 Gervais Drive, Suite 310
Toronto, Ontario
M3C 1Y8

Dear Mr. Piserchia,

The parties agree that employees shall be allowed to contribute by payroll deduction to the Local 75 Transit Riders Fund.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF INTENT #6: Summer Scheduling

June 18, 2015

Frank Piserchia
Assistant to the Director UNITE HERE LOCAL 75
Ontario Federation of Labour Building
15 Gervais Drive, Suite 310
Toronto, Ontario
M3C 1Y8

Dear Mr. Piserchia,

The parties agree to discuss and implement a summer schedule which shall include a blocked layoff option for a number of employees by seniority preference. Such number to be determined based on operational requirements as determined by the employer.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF INTENT #7: Banquet Operations Meeting

June 18, 2015

Frank Piserchia
Assistant to the Director UNITE HERE LOCAL 75
Ontario Federation of Labour Building
15 Gervais Drive, Suite 310
Toronto, Ontario
M3C 1Y8

Dear Mr. Piserchia,

The parties agree to meet within ninety (90) days following the date of ratification for the purpose of discussing operational issues and concerns within the Banquet Department.

Yours truly,

Alex Brat
Director, Labour Relations

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Contact us at:

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For Pension Benefits:

Soben LTD
150 Consumers Road, Suite #302
Toronto, Ontario
M2J 1P9
Telephone: 416-498-8338
Toll Free: 1-888-887-6879
FAX: 416-498-4591
Email: benefits@soben.ca

UNITE HERE Local 75
Benefit and Pension Plans
please visit www.UniteHereBenefits.ca