

COLLECTIVE AGREEMENT

between

Trinity College



- and -

Service Employees International Union, Local 2



Effective Date: July 1, 2016

Expiry Date: June 30, 2019

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COLLECTIVE AGREEMENT

between

Trinity College

(Hereinafter called the “Employer”)

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 2

(Hereinafter called the “Union”)

ARTICLE 1 - GENERAL PURPOSE

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and certain classifications of employees represented by the Union which will not interfere with the normal operation of Trinity College.

ARTICLE 2 - RECOGNITION AND BARGAINING UNIT

2.01 The Employer recognizes the Union as the bargaining agent of all its employees in Metropolitan Toronto, save and except supervisors, persons above the rank of supervisor, teaching and professional staff, office staff, library staff, students employed during the university vacation period and persons regularly employed for not more than twenty-four (24) hours per week.

ARTICLE 3 - RESERVATION OF MANAGEMENT FUNCTIONS

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

- (a) Maintain order, discipline and efficiency;

- (b) Hire, discharge, classify, transfer, promote, demote, lay off, suspend or otherwise discipline employees;
- (c) Establish and enforce Rules and Regulations, not inconsistent with the provisions of this Agreement, governing the conduct of the employees; and
- (d) Generally to manage and operate Trinity College, in all aspects except where this Agreement restricts these functions.

3.02 The Employer agrees that these functions will not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 - RELATIONSHIP

4.01 It is agreed that there shall be no discrimination, interference, restraint, coercion or intimidation exercised or practised upon any employee by the Employer or the Union because of membership or non-membership in the Union.

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

4.03 Commencing in the month following the month of hire, the Employer shall deduct from each employee's wages as a condition of continued employment an amount equal to regular monthly dues as prescribed by the constitution of the Union. Monies so deducted shall be remitted to a designated officer of the Union by the 25th day of each month in which the deductions were made with a list of names of the persons from whom the dues have been deducted.

4.04 Labour-Management Committee - On the request of either party the parties shall meet at least once every two months, or as necessary, but in any event no more frequently than 8 times per year, during the life of this Agreement to discuss issues relating to the workplace which may affect the parties or any employee bound by this Agreement.

A request for a meeting will be made in writing and shall include an agenda of matters proposed for discussion.

An equal and mutually agreed number of representatives shall attend these meetings; one of the union representatives may be the Union Bargaining Agent.

Grievances shall not be dealt with by the Labour-Management Committee.

- 4.05 With respect to the development of any operating or restructuring plan which will directly affect the bargaining unit including any plan which involves seasonal, temporary or permanent layoffs, the Labour Management Committee will be involved in the process as early as possible.

ARTICLE 5 - STRIKES AND LOCKOUTS

- 5.01 It is agreed that there shall be no strikes or lockouts so long as this Agreement continues to operate.
- 5.02 The word "strike" and the word "lockout" shall be as defined in the Labour Relations Act of Ontario.

ARTICLE 6 - UNION REPRESENTATION

- 6.01 The Employer acknowledges the right of the Union to appoint or otherwise select no more than three (3) Job Stewards, one of whom shall be designated Chief Steward, for the following zones:

Service Workers I	1
Service Workers II	1
Maintenance Employees	1

- 6.02 It is understood that Stewards have their regular work to perform on behalf of the Employer and all Union activities of the stewards will be carried on outside of regular working hours as far as possible unless otherwise mutually arranged.

ARTICLE 7 - DISCIPLINARY INTERVIEW

- 7.01 Where an employee is summoned to the supervisor's office for an interview concerning discipline, the supervisor will inform the employee of the right to have the Union Steward present prior to discussing the matter with the employee. The employee may request the presence of the Union Steward, and if so the supervisor will send for the Union Steward without undue delay and without further discussion of the matter with the employee concerned. Whether called or not, the Union Steward will be advised in writing within one (1) working day (24 hours) of the facts of the disciplinary action and the reason therefore.
- 7.02 Any record of disciplinary action placed against an employee shall not be used against such employee after the lapse of twenty-four (24) months from the date of issue.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 It is the mutual desire of the parties hereto that complaints of the Employer or of the employees be adjusted as quickly as possible and it is understood that an employee has no grievance until a complaint has been discussed with the employee's immediate supervisor. No complaint shall be considered if such complaint is not raised within three (3) working days from the date of the events giving rise to the complaint.
- 8.02 If an employee has a complaint which has not been adjusted to the employee's satisfaction by the employee's immediate supervisor, it may be taken up as a grievance within five (5) working days following the decision of the supervisor and submitted to the supervisor in writing. The supervisor shall reply within two (2) working days.
- 8.03 Failing settlement of the grievance by the Supervisor, it may be referred to the Bursar and/or any other person or persons designated by the Bursar within five (5) working days after the decision is given by the supervisor. The grievance shall be submitted in writing and a meeting shall be arranged between the Union Committee and the Employer's representatives within ten (10) working days from the date of its submission. A Representative of the Union shall be present at the request of either party.

- 8.04 Failing settlement under the above procedure, the parties may mutually agree to take the matter in dispute to mediation. The mediation process and any settlement reached shall be without prejudice to either party. The parties agree that legal counsel shall not be used in mediation and that the cost of the mediator will be shared. If no settlement is reached at mediation, then either party may take the matter to Arbitration as provided in Article 9.
- 8.05 Any and all time limits fixed by this Article and Article 9 may be at any time extended by written agreement between the Employer and the Union.
- 8.06 The parties recognize that policy or group grievances may be submitted directly to the Bursar or his designate.

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, and at the same time nominate an arbitrator. Within five (5) full working days thereafter the other party shall nominate an arbitrator. The two (2) arbitrators shall attempt to select by agreement a third person to be a member and Chair of the Arbitration Board. If they are unable to agree upon such a Chair within a period of five (5) full working days from the appointment of the second of them, the appointment shall be made by the Minister of Labour for the Province of Ontario upon the request of either party. The arbitration board shall hear and determine the difference or allegation and shall issue a decision.
- 9.02 No matter may be submitted to arbitration which has not been properly carried through all the previous steps of the Grievance Procedure.
- 9.03 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, or amend any part of this Agreement.
- 9.04 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority of such Board will be final and binding upon the parties hereto and the employee or employees concerned.

9.05 Each of the parties hereto will bear the expense of the arbitrator appointed by it, and the parties will jointly bear the expense of the Chair of the Arbitration Board.

ARTICLE 10 - DISCHARGE CASES

10.01 New employees will be considered as probationary employees until after they have worked for a total of sixty (60) working days for the Employer. The Union will not question the dismissal of any probationary employee nor shall such dismissal be a subject of a grievance.

10.02 A claim by an employee who has completed the probationary period that he or she has been unjustly discharged will be treated as a grievance if a written statement of such grievance is lodged with the Bursar (or designate) within five (5) working days after the employee ceased to work for the Employer.

10.03 Such special grievance may be settled under the Grievance Procedure provided by this Agreement by:

- (a) Confirming the Employer's action in dismissing the employee;
- (b) Reinstating the employee with full compensation for the time lost; or
- (c) By any other arrangement which may be deemed just and equitable in the circumstances.

ARTICLE 11 - SENIORITY

11.01 An employee will be considered on probation and will not acquire seniority until after he or she has worked a total of sixty (60) working days for the Employer, at which time seniority shall commence from the date of last hiring.

11.02 The Employer agrees to observe the seniority of employees in connection with promotions, demotions, transfers, lay-offs, and recalls so far as is practicable to do so, providing their other qualifications are relatively equal. Should an employee move from one classification to another after July 1, 2016, the parties agreed as follows: for the purposes of layoff, vacation selection, (mandatory overtime in maintenance), and promotions, seniority shall apply from the date the employee commences work in that classification, all other factors being equal. Promotions to the supervisory positions shall not be subject to the provisions of this Agreement.

11.03 An employee shall lose all seniority if he or she:

- (a) Voluntarily quits the employ of the College;
- (b) Is justly discharged;
- (c) Has been laid off for more than eighteen (18) consecutive months; and
- (d) Following a lay-off, fails to advise the Employer within two (2) days of receipt of notice by registered or certified mail to return to work of his or her intention to return and fails to report for work within five (5) working days from the receipt of the notice.

11.04 It shall be the duty of each employee to notify the Employer promptly of any change in his or her address. If any employee should fail to do so, the Employer will not be responsible for failure of such notice to reach the employee.

11.05 The Employer shall supply a seniority list to the Union each six months, listing the names, addresses and Social Insurance Numbers of the members of the bargaining unit.

11.06 Termination Layoff Notice - The Employer shall notify employees who are to be permanently laid off in accordance with the following schedule.

Upon completion of the probationary period but less than 1 year of service 1 week

1 year of service, less than 2 years: 2 weeks

2 years of service, less than 4 years: 4 weeks

4 years of service or more 1 week for each year of service to a maximum of 30 weeks

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

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

- 11.07 Severance Pay - The provisions of the Employment Standards Act, with respect to severance pay shall apply. In particular, employees permanently laid off following five (5) years of service will be entitled to severance pay equal to one week's regular pay for each completed year of service up to a maximum of twenty-six (26) weeks of regular wages. An employee who elects to accept severance pay shall be deemed to have abandoned any right of recall.
- 11.08 The Employer agrees to continue coverage for staff benefits during all temporary lay-offs, the employee share of such benefits may be paid by the employee during the lay-off, or may accumulate and be deducted from the employee's pay following return to work.

ARTICLE 12 - WAGES

- 12.01 The Employer agrees to pay and the Union agrees to accept the schedule of wage rates attached hereto as Schedule I.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

- 13.01 Authorized work performed by hourly rated employees, in excess of eight (8) hours per day, or in excess of forty (40) hours per week shall be paid at the rate of time and one-half the employee's regular rate.
- 13.02 The standard work week for each classification shall be set out in Schedule I attached hereto.

- 13.03 The Employer agrees to distribute overtime work as equitably as possible amongst employees performing work in the same classification. Except for emergencies, overtime will first be offered to regular full time employees in the classification normally performing that job. Employees who are requested to work overtime and fail to report for the assignment will be considered to have worked for the purpose of establishing records on overtime distribution. Overtime will be distributed on a rotating basis and a list of assignments will be posted on a permanent basis.
- 13.04 Employees shall be notified as soon as possible in advance of any overtime requirements.
- 13.05 Employees who work three or more hours of unscheduled overtime following a normal eight-hour shift shall be given a meal ticket or, if College food services are not in operation, a meal allowance of ten (\$10.00) dollars.
- 13.06 All overtime hours worked in excess of the regular scheduled hours of work on Sundays shall be paid at the rate of two (2) times the regular hourly rate.
- 13.07 The Employer agrees to have a discussion in advance with the Union committee before changing the hours of employees in the bargaining unit.
- 13.08 With respect to summer hours, the parties agree to discuss hours of work before the end of February, yearly.

ARTICLE 14 - CALL-IN PAY

- 14.01 When an employee is called back to work after leaving the premises of the Employer upon completion of his or her shift, such employee will receive a minimum of four (4) hours of pay at the rate of time and one-half the regular hourly rate, or actual hours worked at time and one-half the regular rate of pay, whichever is the greater. It is understood that this provision shall not apply in the case of an employee required to start work immediately prior to the commencement of the employee's regular shift.

ARTICLE 15 - STATUTORY HOLIDAYS

- 15.01 The following Statutory Holidays will be granted with pay at the employee's regular rate of pay for the employee's normal number of working hours:

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

15.02 The foregoing provisions concerning payment for Statutory Holidays shall not apply unless:

- (a) The employee works the full regular shift immediately preceding and immediately following such holiday;
- (b) The employee reports for work on such holiday if requested.

15.03 Should an employee fail to work the shifts as required by the provisions of section 15.02(a) and (b) because he or she was absent with pay, then he or she shall receive pay for the Statutory Holiday.

15.04 Any employee required to work on any of the above Statutory Holidays will receive pay for time worked on such holiday at one and one-half times the regular rate in addition to the regular Statutory Holiday pay, providing he or she works the full regular shift immediately preceding and immediately following the holiday.

ARTICLE 16 - VACATION WITH PAY

16.01 Employees shall be entitled to vacation with pay at their regular rate of pay as follows:

Length of Continuous Service to July 1 Length of Vacation

Up to 12 months 4% of earnings

1 year to 4 years 15 days

5 years to 14 years 20 days

15 years or more 25 days

- 16.02 Employees who notify the Employer in writing of their vacation request by March 31 shall have such request considered in order of seniority within a classification. Requests submitted by March 31 shall be confirmed by April 15. Requests made after March 31 shall be considered based on vacation availability. Vacation requests shall be submitted in writing to the Employer at least five (5) working days prior to the vacation date requested.
- 16.03 Severance vacation pay in the form of vacation with pay credits shall be granted in accordance with Article 16.01 above to employees whose employment is discontinued, on a pro rata basis to time worked.
- 16.04 An employee who is hospitalized during his or her vacation period will be entitled to draw sick leave with pay in accordance with Article 17.01 and 17.02, providing that the employee furnishes proof of such hospitalization to the supervisor. The employee will be allowed to reschedule that portion of vacation during which he or she was hospitalized at a later date mutually agreeable to the employee and his or her supervisor.

ARTICLE 17 - SICK LEAVE

- 17.01 It is mutually agreed that sick leave with pay at the employee's regular rate of pay shall accumulate at the rate of one and one-half days per month, to a maximum of one hundred and twenty (120) days sick leave.
- 17.02 When sick pay is claimed, the Employer reserves the right to have proof of illness by medical certificate furnished by the employee. The Employer will notify an employee in advance if it intends to request a medical certificate in connection with the next sick leave claimed by the employee.
- 17.03 Each employee shall be advised of his or her accumulated sick leave every six (6) months.
- 17.04 Employees may be required to provide a medical certificate for any absence in excess of three (3) consecutive working days.

- 17.05 Once an employee has used a total of three (3) occasions of sick leave in a calendar year (January 1 - December 31) he or she may be required to provide a medical certificate for each subsequent day or more of sick leave claimed.
- 17.06 Where an employee is required to provide a medical certificate in connection with sick leave, the Employer shall reimburse the employee for the cost of the certificate, if any, up to a maximum of twenty (\$20.00) dollars per certificate, upon presentation of proof of payment.

ARTICLE 18 - BEREAVEMENT LEAVE

- 18.01 An employee will be granted, on request:
- (a) up to five (5) days of leave without loss of regular pay in connection with the death of the employee's spouse, common-law partner, parent, child or step-child;
 - (b) up to three (3) days of leave without loss of regular pay in connection with the death of the employee's sibling, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law or spouse's grandparent; and
 - (c) one (1) day of leave without loss of regular pay in connection with the death of the employee's brother-in-law, sister-in-law, uncle or aunt.

The employee shall, if requested by the Employer, present proof of bereavement.

- 18.02 When bereavement occurs outside the Province of Ontario, an employee will be granted upon request five (5) days of unpaid leave over and above his or her bereavement leave entitlement.

ARTICLE 19 - LEAVE OF ABSENCE

- 19.01 Upon the receipt of an application in writing by an employee, the Employer may grant a leave of absence without pay.

ARTICLE 20 - UNION LEAVE OF ABSENCE

20.01 The Employer shall grant to an employee who applies in writing a leave of absence without pay to attend a scheduled Union event, such as a Union seminar or convention, under the following conditions.

- (a) No more than two employees may be so absent at any one time.
- (b) Two weeks' notice shall be given to the Employer of any such leave of absence.
- (c) Absence granted under this provision shall not exceed a total of twenty working days per agreement year.
- (d) The Employer shall not be required to pay overtime premiums to any employee to perform work required to be done as a result of employees being absent under the provisions of this section.

ARTICLE 21 - PERSONAL LEAVE

21.01 Commencing July 1 of each year, each member of the bargaining unit shall be allowed up to four (4) days paid leave (personal leave). Personal leave shall not accrue from one year to another if not used in that year. Except in case of emergency, an employee's request for personal leave shall be in writing and submitted at least forty-eight (48) hours in advance. If several employees are already expected to be absent on the day requested, the Employer may require the employee to select an alternate day to be mutually agreed upon. The Employer's response to a request for personal leave shall normally be in writing. Personal leave may be used for emergency purposes. Personal leave shall be taken in increments of no less than 1/2 day.

Employees shall generally not be allowed to use personal leave for purposes of extending vacations or the day prior to or following a paid holiday, unless he/she has demonstrated to the supervisor, that the business to be conducted during the personal leave could not reasonably have been done at another time.

Reasons for personal leave include but are not limited to: care of family members, parent/teacher interviews, school trips/concerts, stepping in when the regular caregiver is away, the observance of religious holidays, professional appointments, court appearances, moving to a new address, supplementing a bereavement leave, writing examinations and attending to emergency personal situations.

ARTICLE 22 - PREGNANCY AND ADOPTION LEAVE

- 22.01 Pregnancy leave shall be in accordance with the provisions of the Employment Standards Act of Ontario.
- 22.02 The employer shall provide benefits under a Supplemental Employment Insurance Plan as set out in Schedule V.
- 22.03 The Employer agrees to grant up to thirty-five (35) weeks of parental leave without pay as set out in the Employment Standards Act for any eligible employee who has completed thirteen (13) weeks of employment. During any such leave, the Employer will maintain employee benefits and the employee shall be responsible for the employee portion of any required premiums or contributions.

ARTICLE 23 - JURY DUTY AND CROWN WITNESS SERVICE

- 23.01 The Employer shall compensate any employee who is required to report for Jury Duty or Crown Witness service a sum equal to the deficiency of the payment received by the employee for those services from the employee's normal earnings for the period of absence. In these calculations, payment received by an employee for Jury Duty or Crown Witness service shall exclude meal allowances, travel expenses, and compensation for duty on a day on which the employee is not scheduled to be at work.

ARTICLE 24 - JOB POSTING

- 24.01 At least six (6) working days prior to making any permanent staff change, the Employer first will post notice of the said position on appropriate bulletin boards, in order that all members will know about the position and be able to make written application therefore.

24.02 Relieving Higher Classification - In the event that an employee is temporarily transferred to a higher rated classification for an amount of time in excess of one hour, then that employee shall receive the rate of pay of the higher classification for all hours so worked. An employee temporarily transferred to a lower rated classification shall maintain the rate pay of his/her classification.

ARTICLE 25 - TECHNOLOGICAL CHANGE

25.01 In the event the employer plans to introduce technological change in the workplace which will directly affect the employment of bargaining unit members, the employer shall notify the Union at least six (6) months in advance of any such change.

When there exists the possibility of an employee being dismissed, laid off or having his/her normal earnings reduced as a result of technological change, the Employer will attempt where at all feasible, to retrain the employee to minimize the effects of such a change.

ARTICLE 26 - CONTRACTING OUT

26.01 In the event the Employer plans to contract out bargaining unit work and there exists the possibility of an employee being terminated, laid off or having his/her normal earnings reduced, the following will occur:

- (a) The Union will be notified of the Employer's plan in writing.
- (b) The Employer will set out the reasons for considering such plans and the anticipated number of employees who would be adversely affected. The Employer will also provide the relevant financial and staffing rationale behind the proposed decision.
- (c) Within 60 days of receipt of notification the parties will meet to explore possible alternatives and discuss whether the Employer should proceed with, amend or cancel its plans. The discussion will take place with a view to minimizing as much as possible any loss of employment or reduction in earnings to bargaining unit members.

- (d) Following the expiration of 60 days a minimum of six months official notice of the Employer's intent will be served to the Union.
- (e) Termination layoff notice pursuant to Article 11.06 shall not be given prior to the expiry of the aforementioned six month notice period.

ARTICLE 27 - GROUP LIFE AND SURVIVOR INCOME BENEFIT PLAN

27.01 The Employer agrees to provide a Group Life and Survivor Income Benefit Insurance Plan, the details of which are set out in Schedule IV.

ARTICLE 28 - EXTENDED HEALTH CARE PLAN

28.01 The Employer agrees to contribute 100% of the billed rates of premiums for employees participating in the University of Toronto Extended Health Care Plan (Trinity College Division) during the term of this Agreement.

ARTICLE 29 - PENSION PLAN

29.01 The Employer agrees to provide a pension, the details of which are set out in Schedule II.

ARTICLE 30 - LONG-TERM DISABILITY BENEFITS PLAN

30.01 The Employer agrees to provide Long-Term Disability Benefits, the details of which are set out in Schedule III.

ARTICLE 31 - DENTAL PLAN

31.01 The Employer agrees to contribute not less than 80% of the premiums for employees participating in the University of Toronto Dental Care Plan (Trinity College Division).

The parties agree to be governed by the provisions and regulations of the said plan for the term of this Agreement.

The Employer shall have the right to amend or change the Dental Care Plan during the term of this Agreement.

Enrolment in the Dental Care Plan is voluntary. Employees who join the plan and subsequently withdraw may not re-enter.

ARTICLE 32 - VISION CARE PLAN

32.01 The Employer agrees to contribute 100% of the Premiums for employees participating in the University of Toronto Vision/Care Plan (Trinity College Division). Enrolment in the plan is voluntary.

ARTICLE 33 - JOINT MEMBERSHIP PLAN

33.01 Employees who are members of the Service Employees International Union, Local 2 bargaining unit are eligible for membership in the Joint Membership Plan for Staff of the University of Toronto, subject to the provisions established with respect to such membership.

33.02 The University of Toronto shall have the right to amend or change the said Joint Membership Plan during the term of this Agreement. Should it become necessary to amend or change the said Plan, the Employer will discuss such amendments or changes with the Union.

ARTICLE 34 - HEALTH AND SAFETY

34.01 The parties agree to work together to ensure a safe and healthy workplace, to adhere to the College's Health and Safety Policy, to meet the requirements of the Occupational Health and Safety Act (the Act) and related regulations, and to follow best practices in day-to-day activities.

34.02 The parties agree to participate co-operatively in the work of the Joint Health and Safety Committee established and operating in accordance with the requirements of the Act. The Chief Union Steward shall be a standing member of the Committee. Meeting of the Committee shall be held during working hours with no loss of pay to members.

ARTICLE 35 - CLOTHING AND EQUIPMENT

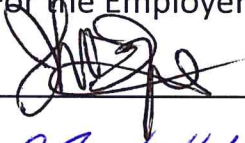
- 35.01 Employees shall at all times wear C.S.A. approved safety shoes. Employees shall obtain safety shoes from the College's designated supplier on the college account. The cost of safety shoes for each employee shall be up to a value of One hundred seventy-five (\$175.00) dollars per year.
- 35.02 The Employer shall provide any clothing and equipment needed to ensure that work is being carried out in a healthy and safe manner.
- 35.03 The Employer shall provide and launder clothing constituting a uniform, which shall be worn as required by the Employer.

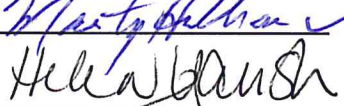
ARTICLE 36 - DURATION AND MODIFICATION OF AGREEMENT


- 36.01 This agreement shall become effective on July 1, 2016 and shall continue in effect until June 30, 2019 and from year to year thereafter; unless either party notifies the other party in writing during a period not more than ninety (90) days and not less than thirty (30) days prior to the 30th day of June, 2019, or any succeeding anniversary date of its desire to terminate or amend the agreement.
- 36.02 The Employer and the Union will meet within a period of not more than twenty (20) days after notice is given in accordance with Article 36.01 above, for the purpose of commencing contract negotiations.

Signed at Toronto, Ontario this 31st day of August, 2016.


For the Employer

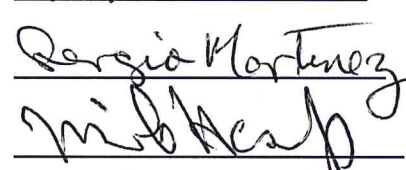



Marty Hillman


Helen Hirsch


For the Union



Sergio Martinez


Nick Hesp


SCHEDULE I

Hourly Rates of Pay

Job Rate			
<u>Classification</u>	July 1 2013 ²⁰¹⁶	July 1 2014 ²⁰¹⁷	July 1 2015 ²⁰¹⁸
Service Worker I	\$22.71	\$23.28	\$23.86
Service Worker II	\$22.71	\$23.28	\$23.86
Maintenance I	\$27.31	\$27.99	\$28.69
Maintenance II	\$30.61	\$31.38	\$32.16

Lead Hand rates shall be calculated at six (6%) percent above the job rate. The Assistant Lead Hand rate shall be calculated at three (3%) percent above the job rate. In the event that an employee who is receiving a Lead Hand or Assistant Lead Hand rate works overtime, then the overtime premium shall apply to the employee's Lead Hand or Assistant Lead Hand rate as well as to his or her regular rate. Employees on probation shall receive twenty (\$0.20) cents per hour below the job rate.

Standard Work Week

All Employees 40 Hours

Shift Premium

Employees scheduled to work the afternoon shift \$0.85

Employees scheduled to work the night shift \$1.00

Employees scheduled to work shifts that start after 10pm Fridays and end before 9am Monday shall receive a weekend premium of one (\$1.00) dollar per hour.

* There shall be no pyramiding of premiums under any terms of this Agreement. If premium payments are required, the employee shall receive the highest premium only.

SCHEDULE II

Trinity College Pension Plan

The Plan shall be open on July 1, 1981, to all employees, at the first quarterly entry date (January 1, April 1, July 1, October 1) following the completion of one year of service.

Contributions and benefits shall be based upon current and future service only, with no consideration for service prior to July 1, 1981.

Membership in the Plan shall be voluntary. Employees who elect not to join the Plan at its opening date may join on any future quarterly entry date, but only the period of service after they join the Plan will be taken into account in the determination of their contributory pensions. Members who join the Plan and subsequently withdraw may not re-enter.

Subject to the foregoing conditions, contributions and benefits shall be the same as those of other members of the Trinity College Pension Plan.

Effective July 1, 2014, subject to regulatory approval, each employee represented by SEIU Local2 who is a member of the Trinity College Pension Plan will be eligible for unreduced early retirement if the member's age plus years of continuous service equals or exceeds 80 and the member's age is at least 60. (See Plan text paragraph 5.02(a))

SCHEDULE III

Trinity College Long-Term Disability Benefits Plan

The Plan shall be open on July 1, 1981 to all employees on the same basis as other members of the Plan, namely:

1. Membership in the Plan shall be a condition of employment, following the waiting period;
2. The cost of the Plan shall be shared between Employer and employee with the Employer paying 80% and the employee 20%.
3. Coverage shall be in accordance with the provisions and regulations of the University of Toronto L.T.D. plan.

SCHEDULE IV

Group Life And Survivor Income Benefit Insurance Plan

The Employer shall provide at no cost to the employee, basic Life Insurance coverage in accordance with the provisions and regulations of the University of Toronto Group Life and Survivor Income Benefit Insurance Plan during the term of this Agreement.

The Employer and the employees shall make contributions to the University of Toronto Group Life and Survivor Income Benefit Insurance Plan in accordance with the provisions and regulations of the said plan for all employees who elect to receive additional life insurance coverage.

SCHEDULE V

Supplemental Employment Insurance Plan For Trinity College

1. The objective of the plan is to supplement the Employment Insurance Benefits received by workers for unemployment caused by maternity or adoption leave.
2. The plan will apply to all employees of Trinity College covered by the applicable collective agreement with S.E.I.U. Local 2.
3. In any week, benefits payable under the plan are an amount which, when combined with gross E.I. Benefits and other earnings, equal ninety-five (95%) percent of the employee's normal weekly earnings.
4. An employee will be eligible for S.E.I.B. if she has been employed by Trinity College for no less than twelve (12) months immediately preceding the expected date of birth or expected date of adoption and if she qualifies for and is entitled to E.I. maternity or adoption benefits. However, an employee will also be eligible for S.E.I.B. payment when she is not receiving Employment Insurance because she is serving the E.I. waiting period.
5. The duration of benefits is seventeen (17) weeks, including the two week E.I. waiting period. The duration of parental benefits for the purpose of adoption is twelve (12) weeks including the waiting period.
6. The duration of the plan is the duration of the collective agreement.
7. Employees disentitled or disqualified from receiving E.I. benefits are not eligible for S.E.I.B. with the exception of the two weeks E.I. waiting period as outlined above.
8. Employees do not have a right to S.E.I.B. payments except to supplement E.I. benefits during the unemployment period as specified in the plan.
9. S.E.I.B. payments will be kept separate from payroll records.
10. The employee must provide the Employer with their E.I. benefit stub as proof that she is getting E.I. benefits or that she is serving the E.I. waiting period.

11. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

12. Payments under the plan shall be financed entirely by the Employer.

LETTERS OF UNDERSTANDING

Re: Tuition Waiver for Dependants

The College agrees that dependants of employees in the bargaining unit shall be entitled to the benefits of the Tuition Waiver for Dependants Policy of the University of Toronto. It is agreed that the University of Toronto may amend the aforesaid Policy from time to time.

Re: Lifting Of Heavy Articles

In recognition of certain tasks resulting in the lifting of heavy articles by Service Workers I, there will be a lump sum payment of \$600.00 per year paid to all those employees so classified on September 1st of each year during the term of this Agreement. A pro-rated amount will be paid to those employees who have been so classified for less than one year.

The Employer will attempt to distribute these tasks equitably amongst those in the classification.

Re: Wash-Up

The College agrees that employees will be given ten (10) minutes "down-time" for wash up at the end of each shift.

RE: Maintenance I & II Tools Policy


Employees hired in the Maintenance I and Maintenance II classifications are expected to have a personal set of hand tools at time of hiring, and to care for and maintain such hand tools throughout their employment at the College.

During each individual's employment, should any such hand tool require replacement as a result of normal wear and tear, the Employer agrees either to purchase (or if approved in advance, to re-imburse the employee for the purchase of) a professional-quality replacement tool, which shall become part of the employee's personal set. It is understood that the tools included in a personal set may vary slightly from employee to employee depending on the employee's particular skills, and may evolve over time with the availability of new tool designs.

The Employer further agrees to maintain at all times a comprehensive set of "corporate" tools of professional quality, including power tools, for use by Maintenance I and II employees in their duties. The "corporate" tools will generally be distinct from the types of tools included in the personal set of hand tools, but there may be some overlap.

Signed at Toronto, Ontario this 31st day of August, 2016.

For the Employer




Marty Hillman

Heather Gaudin

L. Gaudin

For the Union



Sergio Martinez

Mike West

N. Vazquez

ADDENDUM COVERING PART-TIME BARGAINING UNIT

The terms and conditions of the full-time collective agreement will apply to the part-time unit except as modified by this Addendum in the following manner.

1. Recognition

The Employer recognizes the Union as the bargaining agent for all its employees in Metropolitan Toronto regularly employed for not more than twenty-four (24) hours per week and students employed during the university vacation period, save and except supervisors, persons above the rank of supervisor, teaching and professional staff, office staff and library staff.

2. Seniority

Part-time employees will be in a separate seniority group from full-time employees.

For purposes of calculating years of service 2,080 hours worked part-time will equal one (1) year of service.

Notwithstanding Article 11.03(c) of the collective agreement, a member of the part-time bargaining unit shall lose all seniority if he or she has been laid off for more than twelve (12) consecutive months.

3. Job Postings

Part-time employees on layoff will be notified and have the right to apply for any job posting in the bargaining unit.

Summer students on layoff only have the right to be notified of vacancies, during the school year, if they have provided the College with a written request stating their interest in being notified of any such vacancy.

4. Overtime

Any overtime will be offered first to full-time staff on the basis of seniority and then to part-time employees.

5. Statutory Holidays

Part-time employees shall receive eleven (11) paid holidays per year, as per the full-time agreement, but must meet the minimum requirements of the Employment Standards Act to qualify.

6. Vacations

Vacation entitlement shall be based on service as follows:

- a) Employees with less than 4,160 hours of service will receive 4% of gross earnings.
- b) Employees with 4,160 hours of service but less than 20,800 hours of service will receive 6% of gross earnings.
- c) Employees with 20,800 hours of service or more will receive 8% of gross earnings.

7. Exclusions

Part-time employees shall not be subject to the following provisions of the collective agreement: Articles 11.03(c), 11.06, 17, 18, 21, 24.02, 27, 28, 30, 31, 32, 33.

8. Shoe Allowance

The College will pay one hundred seventy-five (\$175.00) dollars for every year of service to employees who purchase safety shoes.

If the College pays for the shoes and the employee does not complete his/her probation, the College will be reimbursed for the expenditure.

If the employee pays, the College will reimburse the employee upon the successful completion of the probationary period.

9. Rates of Pay

Regular part-time employees will be paid the hourly rates of pay in accordance with their classification as identified in Schedule I of the collective agreement, plus 7% in lieu of benefits.

10. Lifting of Heavy Articles

In recognition of certain tasks resulting in the lifting of heavy articles by service workers I, there will be a lump sum payment of \$600 (based on full-time hours of 40 hours per week) per year pro-rated to not more than twenty-four (24) hours per week, paid to all those employees so classified on September 1st each year during the term of this agreement. A pro-rated amount will be paid to those employees who have been so classified for less than one year. The Employer will attempt to distribute these tasks equitably amongst those in the classification ~~Students~~ employed during the university vacation period shall be paid at the following hourly rate:

<u>July 1, 2016</u>	<u>July 1, 2017</u>	<u>July 1, 2018</u>
\$14.65	\$15.01	\$15.39