

COLLECTIVE AGREEMENT



Between

McMaster University

and

**Service Employees International Union, Local 2.0n BGPWU
(Hospitality Services Staff)**

2011 – 2016

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THIS AGREEMENT made as of the 14th day of January, 2011

BETWEEN:

McMASTER UNIVERSITY

(hereinafter called the "Employer")

OF THE FIRST PART

- and -

S.E.I.U., Local 2
Brewery, General & Professional Workers' Union
(Hospitality Services Staff)

(hereinafter called the "Union")

OF THE SECOND PART

WITNESSETH the parties hereto agree as follows:

PURPOSE/PREAMBLE

The general purpose of this Agreement is to maintain an orderly collective bargaining relationship between McMaster University and its Employees represented under this agreement by the Service Employees' International Union Local 2 BGPWU (SEIU Local 2 BGPWU) to ensure the timely handling and disposition of complaints and grievances and to set forth an Agreement covering rates of pay and other working conditions.

The parties agree to work together to achieve a climate of mutual respect to promote and enhance a professional working relationship appropriate for the promotion of excellence at McMaster University.

The parties agree to conduct their employment relations involved in the administration of this Agreement in good faith and in a fair and reasonable manner.

ARTICLE 1 – TERM OF AGREEMENT

- 1.01 This agreement shall be effective from the date of ratification by both parties and shall continue in effect up to and including the 30th day of April 2016.
- 1.02 This agreement shall continue automatically thereafter for annual periods of one year, unless either party notifies the other in writing within a period of 90 calendar days immediately prior to the expiration date that it desires to amend or terminate this Agreement.

If notice to bargain is given by either party, the parties shall meet within 21 calendar days, or as otherwise agreed by the parties, for the purpose of commencing negotiations.

- 1.03 For the purpose of sending proper notice herein, the following shall be the addresses of the respective parties:

Chief Human Resources Officer
McMaster University
1280 Main Street West
Hamilton, Ontario, L8S 4L8

SEIU Local 2 BGPWU
#2 Airport Square, Suite 200
2600 Skymark Avenue
Mississauga, ON, L4W 5B2

- 1.04 Any notice given under this agreement shall be deemed given and received as of the business day immediately following the date of mailing.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer in the Department of Hospitality Services located at 1280 Main Street West, Hamilton, Ontario, for the purpose of collective bargaining in respect to rates of pay, hours of work and other working conditions, save and except:
- (a) supervisors and persons above the rank of supervisor,
 - (b) chefs and persons above the rank of chef,
 - (c) office staff,
 - (d) head baker,
 - (e) persons hired under a rehabilitation program,
 - (f) persons regularly employed for less than 24 hours a week, and
 - (g) employees in other bargaining units for which any trade union holds bargaining rights under the *Labour Relations Act, 1995, S.O. 1995, c 1, Sch. A*, as amended.

- 2.02 Supervisors and persons above the rank of supervisor will not perform work which is normally performed by members of the Bargaining Unit so as to be the direct cause of a layoff of an Employee or failure to recall an Employee, except in cases of:
- (i) training and experimentation;
 - (ii) emergencies;
 - (iii) qualified Employees not being immediately available.

ARTICLE 3 – DEFINITIONS

- 3.01 In this Agreement, the following terms shall be defined as set out in this Article, unless a contrary intention is expressly provided for elsewhere in this Agreement.

Agreement: means the Collective Agreement between the parties unless otherwise specifically stated.

Bargaining Unit: refers to the bargaining unit as defined in Article 2.

Days: refers to calendar days unless otherwise specified.

Designate: an individual authorized to act on behalf of an officer of the University, or an individual named to represent an Employee, group of Employees or the Union.

Employer: refers to McMaster University (the University).

Facility: means a work location such as Café 2000, La Piazza and Centro.

Parties: shall be deemed to be McMaster University (the University) and S.E.I.U. Local 2 Brewery, General & Professional Workers' Union (the Union).

Pension Plan: shall mean the Contributory Pension Plan for Hourly-Rated Employees of McMaster University.

Supervisor: refers to the person who directs an Employee's work or to whom an Employee normally reports. This person may also be referred to as "Manager".

Union: refers to the S.E.I.U. Local 2 Brewery, General & Professional Workers' Union.

Union Steward: refers to an Employee who has been duly authorized to represent S.E.I.U., Local 2, Brewery, General & Professional Workers' Union.

University: refers to McMaster University, and its designates, the Board of Governors of McMaster University, or any officers authorized to act on behalf of the Board.

Work Station: means a functional area, located within a Facility, such as Pizza Pizza, Tim Horton's and Cashier.

Working Day: means Monday to Friday, exclusive of holidays recognized by the University.

3.02 Employees

- (a) **Employee(s):** refers to any or all of the Employee(s) in the Bargaining Unit, except where this Agreement otherwise provides.
- (b) **Full-Time Employee(s):** refers to any or all Employee(s) regularly working 40 hours per week;
- (c) **Part-Time Employee(s):** refers to any or all Employee(s) regularly working less than 40 hours per week and at least 24 hours per week.
- (d) **Grandparented Employee(s):** refers to any or all Full-Time Employee(s) or Part-Time Employees hired prior to the date of ratification and in the position of Senior Cafeteria Help, Cafeteria Help or Cashier, excluding Employee(s) in the former classification of "Part-Time Satellite"; Grandparented Employees are in the Grandparented Classification of the wage grid in Appendix A.
- (e) Each Full-Time Employee and Part-Time Employee is also an Annual Employee, Seasonal Employee or Temporary Employee, defined as follows:
 - i. **Annual Employee(s):** any or all Employee(s) hired to work 12 months a year in accordance with the job posting;
 - ii. **Seasonal Employee(s):** any or all Employee(s) hired to work approximately 8 months a year in accordance with the job posting; and
 - iii. **Temporary Employee(s):** any or all Employee(s) who are filling a Temporary Vacancy, as defined in Article 20.05.

3.03 The use of a feminine pronoun shall include the masculine, and vice versa.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union acknowledges the exclusive function of the Employer includes but is not limited to:

- (a) maintain order, discipline and efficiency;
- (b) hire, direct, classify, transfer, promote, demote, layoff and for just cause, discharge, suspend or otherwise discipline Employees subject to the provisions of this Agreement;
- (c) establish, enforce, and alter from time to time clear and reasonable rules and regulations, methods and procedures to be observed by Employees. Such rules will be consistent with the provisions of this Agreement, it being understood that any new or modified rule or regulation affecting members of the SEIU Local 2.on BGPWU Bargaining Unit will be discussed with the Union representatives prior to its enforcement; and

(d) generally to manage and operate McMaster University.

4.02 The Union also acknowledges that all managerial rights of the Employer shall be reserved to it except to the extent herein expressly limited.

ARTICLE 5 - UNION REPRESENTATION

5.01 Union Membership and Dues

- (a) The Employer will deduct Union dues from the pay of each Employee in the Bargaining Unit, in the amount specified in writing by the Union, and shall remit same to the Union as soon as practicable and not later than 10 Working Days following the pay period end date.
- (b) When the amounts specified under 5.01(a) are remitted, the Employer will inform the Union in writing of the names of Employees from whose pay deductions for Union dues have been made and the amount of dues deducted from each Employee's pay.
- (c) The Union shall advise the University in writing at least 30 days in advance of any change in the amount of its Union dues. It is agreed that the rate structure of the dues requested shall not require deductions which are incompatible with the University's payroll system.
- (d) The Union shall indemnify and save the University harmless from any claims or any liability arising from or as a result of the deduction or non-deduction of Union dues.
- (e) Employees shall become and remain members of the Union.
- (f) Where an Employee's dues are not deducted from a regular pay because of the Employee's absence due to illness, such dues shall be deducted from the first full pay of the Employee following a return to work. In the event of a long absence due to illness, the Union Secretary Treasurer will advise the Employer of other special arrangements.

5.02 The Employer will provide new Employees with a copy of the Collective Agreement, the cost of which will be divided equally between the Employer and the Union.

5.03 Union Representation

- (a) The Union shall provide to the Employer the names and titles of its Union Stewards. To the extent feasible, the Union will provide the effective dates and terms of appointment.
- (b) All Union Stewards will have completed their probationary period with the Employer.
- (c) Subject to Appendix B, the Employer will recognize up to 7 Union Stewards elected by the Employees from among those who have been continuously in the

employ of the Employer for at least 1 year prior to their election, one of which may be elected as Branch Local President. The function of the Union Stewards will be to assist in the processing of grievances hereunder and to use their best efforts by word and example to require the Employees to abide by the terms of the Agreement. Such functions shall, so far as possible, be performed outside Union Stewards' regularly scheduled hours of work.

- (d) When permission has been granted to a Union Steward to leave her work temporarily with respect to the investigation of a complaint or to a grievance at Stage 1, 2 or 3, in the Grievance Procedure, such Union Steward shall suffer no loss of pay for the time so spent.
- (e) When entering a work area other than her own to attend to Union business, the Branch Local President must first contact the supervisor of that work area and advise her as to the general nature of her business.

5.04 Union Release Time

Paid Release Time

- (a) It is acknowledged by the Parties that all Union Stewards have regular duties to perform as Employees of the Employer. Therefore, Union Stewards will not leave their duties without first obtaining the permission of their Supervisor, or designate. Requests for Union Release Time, paid or unpaid, shall not be unreasonably denied. Meetings involving the Branch Local President will not be scheduled on her day off without her agreement.
- (b) Release time shall be granted from regularly scheduled hours, with no loss of regular pay or benefits, for the following purposes:
 - (i) To represent the Union on committees or task forces that are created at the invitation of the Employer;
 - (ii) To participate in JWCC and/or other such labour-management meetings;
 - (iii) To represent Employees in grievances per Article 10;
 - (iv) To attend meetings with the Employer which may include matters of absences due to illness or injury; and
 - (v) To conduct Employee orientations; it is agreed that on or about the time of hiring of a new Employee, the Branch Local President or designate shall have the opportunity to meet with such Employee during a 15 minute period at a time and place to be designated by management.

Annual Union Training Conference

- (c) The Employer shall grant a request for a 3-day leave of absence without loss of pay or benefits, to the Branch Local President and Union Stewards to attend the Union's Annual Training Conference. No more than 6 Employees shall be on such leave at any one time.

Negotiating Committee

- (d) The Branch Local President and up to 5 other Employees on the Union Negotiating Committee shall not suffer any loss of regular pay or benefits for the days of negotiations with the Employer up to the date immediately preceding the date on which a strike or lockout initiated.

Unpaid Release Time

- (e) The Employer will consider a request for a leave of absence without pay, to an Employee elected or appointed to full-time union office, upon application by the Union in writing. Such leave, if granted, shall be for a period of 1 calendar year from the date of appointment unless extended further by agreement of the Parties. It is understood that not more than 1 Employee may be on such leave at any time and that the decision to grant or not grant such leave is the Employer's sole prerogative.
- (f) Seniority and service shall accumulate during such leave in accordance with Article 18 Seniority and for the purpose of Workplace Safety and Insurance Benefits such Employees are deemed to be employed by the Union.
- (g) Employees will be responsible for maintaining both their payments and the Employer's payments to benefit plans in which they are enrolled on the day immediately prior to the commencement of the leave. Such payments will continue for the duration of the leave.
- (h) The Branch Local President and/or a Union Steward may request an unpaid leave of absence to attend Union functions with at least 2 weeks notice. Such requests will not be unreasonably denied. There is a maximum of 4 days of such absence per Union Steward per calendar year and no more than 2 absence per designated work area at any one time. The Union may arrange that a Union Steward on such leave will be paid by the Employer for any of the time for which they were otherwise scheduled to work and the Union will reimburse the Employer for the wages so paid.

5.05 Bulletin Boards

- (a) The Employer agrees that an enclosed bulletin board covered with plexiglas and securable with a locking device will be placed in close proximity to Centro, East Meets West Bistro and La Piazza. In other locations, display space suitable to the location will be provided for the exclusive use of the Union.
- (b) The Employer will utilize bulletin boards to communicate with Employees on relevant work issues including job postings, vacation schedules, overtime notices and general announcements. A reasonable portion of each board will be available to the Union to post notices and other items of interest to members. The Union will maintain its share of such bulletin boards in a neat, respectful and orderly manner.

5.06 Union Office Space and Equipment

- (a) The Employer shall continue to provide the Union with office space, services and meeting room access, at least equivalent to the location and amount currently provided, at no charge to the Local.
- (b) The Employer will provide a cell phone for the Branch Local President. It is understood by all Parties that this telephone shall be used only by the Branch Local President or her designate for Union business and shall remain the property of the Employer.

ARTICLE 6 - NO HARASSMENT/NO DISCRIMINATION

6.01 The Employer recognizes and will not interfere with the rights of Employees to become members of the Union and will not discriminate against, interfere with, restrain or coerce Employees because of membership in the Union.

6.02 The Union agrees that neither the Union nor its members will intimidate or coerce Employees into membership, nor will it solicit membership, distribute Union information or hold meetings on Employer property, without the prior approval of Management.

6.03 There shall be no collection of Union dues, assessments or fines nor solicitation of membership in any Union, except as expressly permitted by this Agreement.

6.04 The Employer and the Union and its members will not discriminate against any Employee because of that person's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, age, record of offenses, marital status, family status, or disability.

6.05 Sexual Harassment

All Employees covered by this Agreement have a right to freedom from sexual harassment in the workplace. The Employer and the Union are committed to addressing issues of concern relating to sexual harassment that may arise.

6.06 Employment Equity

The Employer and the Union are committed to addressing Employment Equity issues and recognize the need to discuss areas of concern that may arise.

6.07 General Harassment

The parties agree to treat each other with dignity and respect and to foster a harassment free workplace. Harassment in the workplace includes threats or a pattern of aggressive or insulting behaviour by a person in the workplace, where the person knows or reasonably ought to know that this behaviour is likely to create an intimidating or hostile workplace environment.

6.08 Options for Resolution

- (a) If an Employee believes she has been subjected to discrimination, sexual harassment or workplace harassment she may elect to submit a grievance under this Agreement or to file a complaint under the University's Sexual Harassment Policy or the University's Anti-Discrimination Policy.
- (b) An Employee who elects to file a grievance under this Agreement shall have access to the mediation process in the University's Sexual Harassment Policy and/or Anti-Discrimination Policy prior to the grievance procedure and may be accompanied by a Union Steward during the process. An Employee may withdraw from the informal resolution process at any time.
- (c) An Employee who files a grievance under this Agreement alleging discrimination contrary to this Article may meet with the University's Human Rights & Equity Services Office prior to the Stage 1 meeting of the grievance procedure and may be accompanied by a Union Steward. Thereafter, an Employee may resume the grievance process.
- (d) Employees electing to proceed with a complaint under the University's Sexual Harassment Policy and/or Anti-Discrimination Policy shall have the right to be accompanied by the Union Steward at any stage of the process.

ARTICLE 7 - JOINT WORKING CONDITIONS COMMITTEE

7.01 General

The Union and the Employer acknowledge the mutual benefits to be derived from joint discussion and consultation. This Committee will work to foster effective communications and the development and improvement of ongoing work conditions and work relationships between the Parties and to maintain a spirit of mutual cooperation and respect.

The Committee will review matters of concern, arising from the application of the Agreement. It is understood the criteria may change from time to time as determined by the Committee members.

- 7.02 The Committee shall function in an advisory capacity with the authority to make recommendations to Senior Management but normally not to amend the Agreement.
- 7.03 The meetings will not be used to discuss matters which are properly a subject of a grievance or collective bargaining.
- 7.04 The Committee shall consist of up to 5 representatives from both Management and the Union. The respective parties will select their representatives.
- 7.05 The Committee will meet monthly at a time and place agreed upon by Committee members. Both parties will submit agenda items within a subscribed time frame to the Committee Chair and where no items are submitted the meeting will be carried over to

the next month. Each Committee member will receive copy of the Meeting Minutes and a summary will be posted on designated bulletin boards.

- 7.06 When a JWCC meeting is scheduled at a time that the Branch Local President is not scheduled to work, she will be paid at straight time for the meeting.

ARTICLE 8 - NO STRIKE/NO LOCKOUT

- 8.01 There shall be no strike or lockout during the term of this Agreement. The words "strike" and "lockout" shall be as defined by the Ontario Labour Relations Act, 1995.
- 8.02 In the event of a legal strike or lockout by persons represented by another trade union, and employed by the Employer, the Employer will meet with representatives of the Union to discuss matters of interest to the Parties, including the maintenance of the effective operation of the University.
- 8.03 In the event that any person represented by a trade union and employed by the Employer, other than those represented by this Union, engage in a lawful strike or is lawfully locked out, Employees covered by this Agreement will not be required to perform work normally done by these employees.

ARTICLE 9 - HEALTH & SAFETY

9.01 General

- (a) The Employer is committed to providing and maintaining healthy and safe conditions and practices for all Employees. To support this commitment, the parties acknowledge the respective responsibilities of the Employer, the Union and the Employees in jointly implementing and maintaining an Internal Responsibility System directed at preventing incidents involving occupational injuries and illness and adverse effects upon the natural environment. It is further agreed that the parties will abide by the provisions of the *Occupational Health and Safety Act* (OHSA).
- (b) The Employer is responsible for the provision of information, programs, and resources to maintain the Internal Responsibility System and to ensure compliance with all relevant statutes. The Employer is accountable for the safety of Employees who work within their area of jurisdiction and for compliance with statutory and University requirements.
- (c) All Employees shall receive the appropriate health and safety training in accordance with the provisions of the OHSA.
- (d) Employees have a duty to familiarize themselves with the OHSA, to work in compliance with statutory and University requirements and prescribed safe work procedures, and to report unsafe conditions to their Supervisors.

- (e) The Union agrees to endorse any education programs of information and instruction initiated by the University and/or as required by relevant legislation that will promote health and safety awareness and training among Employees.
- (f) No Employee will be disciplined for exercising their right to refuse unsafe work in accordance with the OHSA.

9.02 First Aid/CPR Certification and Kits

- (a) The Employer will continue to provide access to First Aid/CPR and re-certification training at no cost to Employees. Training will be held during the workday. Employees will receive compensated time off to attend these sessions.
- (b) The Employer shall provide First Aid kits in the workplace. The number and location of First Aid kits shall be reviewed annually by the Joint Health and Safety Committee for Hospitality Services.

9.03 Health and Safety Committees

- (a) The Employer shall continue to maintain a Hospitality Services Joint Health and Safety Committee (HSJH&SC) providing effective coverage for its workplaces and activities.
- (b) The Parties recognize the existence of a Central Joint Health and Safety Committee (CJHSC).
- (c) The CJHSC will be structured in accordance with the OHSA and its members will have the power and authority specified therein. Terms of reference of the CJHSC will be determined by consensus of the Committee.
- (d) The Union will elect its worker representative(s) to the CJHSC. The Employer agrees to pay the costs for certification training.
- (e) Employees, once elected, will be provided with access to basic certification training program available locally, and unless otherwise agreed to by the Parties, subject to approval of supervision.
- (f) Approval to attend certification training will not be unreasonably withheld.
- (g) Employees will suffer no loss of remuneration for time required to carry out their responsibilities on both the HSJH&SC and CJHSC.

9.04 Safety Equipment

- (a) The Employer agrees to provide protective equipment and clothing when required by the OHSA, to ensure that safety equipment, materials and protective devices (including protective clothing) are maintained in good condition. The Employer shall cover the cost of required cleaning of protective wear.
- (b) The Employer agrees to reimburse the cost of safety shoes to a maximum of \$110 per year. Safety shoes required by an Employee who regularly works

outside may exceed this limit. The HSJH&SC will establish standards for safety shoes reimbursable under this clause in order to ensure appropriate protection for Employees in their work environment.

- (c) To be eligible for reimbursement noted under Article 9.04(b), the protective equipment must be designated as required by the Employer and must meet all relevant standards specified by the Employer.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 General

- (a) In the event that a Party fails to reply in writing within the time limits prescribed in the Grievance Procedure, the other Party may submit the matter to the next Stage as if a negative reply or denial has been received on the last day for the forwarding of such reply.
- (b) Employees may grieve disciplinary or discharge action in accordance with the provisions of this Article 10.
- (c) The Branch Local President, Union Steward and grievor will each receive a copy of all Employer responses at each Stage of the grievance procedure.
- (d) Grievance meetings will be held, where possible, during the working hours of the grievor. If the meeting is outside of regular work hours, the grievor will be compensated at straight time. The Employer will notify the grievor as far in advance as possible of grievance meeting dates.
- (e) The Union will not question the dismissal of any probationary Employee nor shall such dismissal be the subject of the grievance procedure.

10.02 Pre-Grievance Stage

Should any grievance arise between any Employee and the Employer as to the interpretation, application, administration or alleged violation of this Agreement or as to working conditions, the Employee shall discuss such complaint with her immediate Supervisor and an earnest effort will be made to settle such grievance without undue delay. Failing settlement of such complaint by discussion, it will be dealt with in accordance with Articles 10.03 – 10.06.

10.03 Stage 1

- (a) An aggrieved Employee shall first submit her representation in writing to her Supervisor or designate either directly or through her Union Steward. Any such grievance shall be presented within 10 Working Days of the time when the circumstances giving rise to the grievance were known or ought to have been known to the Employee. Such representations shall state the nature of the grievance, the remedy sought and any provisions of the Agreement upon which the grievance is based.

- (b) The Supervisor shall provide a Stage 1 reply in writing within 5 Working Days from the date the written grievance was presented to her.

10.04 Stage 2

- (a) If the grievance is not resolved to the satisfaction of the grievor at Stage 1, the grievor, a Union Steward or the Branch Local President may, within 5 Working Days of the date on which the immediate Supervisor's reply was or should have been given, deliver the written grievance to the Supervisor's immediate Supervisor.
- (b) The Supervisor's immediate supervisor, or designate, shall arrange to meet with the grievor and the grievor's immediate Supervisor to discuss the merits of the grievance. The grievor shall be accompanied by a Union Steward and the Branch Local President.
- (c) The Supervisor's immediate supervisor, or designate, shall provide a Stage 2 reply in writing within 5 Working Days from the date of the meeting set out in Article 10.04(b).

10.05 Stage 3

- (a) If the grievance is not resolved to the satisfaction of the grievor at Stage 2, the grievor may, within 5 Working Days of the date on which the Supervisor's immediate Supervisor's reply was or should have been given, deliver the written grievance to the Chief Human Resources Officer ("CHRO"), or designate.
- (b) The CHRO or designate shall notify the Employee of the time and place at which they will meet to discuss the matter. The grievor may be accompanied by a Union Steward, the Branch Local President and at the request of either Party a representative of the Union shall be present.
- (c) The Parties will meet to discuss the matter and at such meeting the written representations and the Stage 2 decision shall be considered.
- (d) Every effort will be made to settle such grievance within 10 Working Days from the date written notice of the matter was received. The CHRO, or designate, shall give the decision in writing on behalf of the Employer.

10.06 Policy Grievance

Any differences arising directly between the Employer and the Union as to the interpretation, application, administration or alleged violation of the Agreement may be submitted in writing by either party at Stage 2 hereto with opportunity for discussion between the officers of the Union and representatives of the Employer. The Party submitting a policy grievance shall be given a written reply to the grievance within 15 Working Days following discussion.

ARTICLE 11 – ARBITRATION PROCEDURE

- 11.01 If any grievance relating to the alleged violation of this Agreement, including whether the matter is arbitrable or not, has not been satisfactorily settled pursuant to the provisions of Article 10, the matter may then be referred to Arbitration. The written notice of referral to Arbitration shall be given to the other Party within 5 Working Days from the date on which the response at Stage 3 was given, or should have been given.
- 11.02 When either Party to this Agreement requests that a grievance be submitted to Arbitration, the Employer and the Union shall select one person as arbitrator to whom such grievance may be submitted for Arbitration.
- 11.03 The Union and Employer will share equally the fees and expenses of the arbitrator. Employees who are called as witnesses at arbitration hearings shall be given release time from their regular duties with no loss of regular pay and benefits. Each Party shall bear the expenses of its representatives and participants and for the preparation and presentation of its own case.

ARTICLE 12 - DISCIPLINE & DISCHARGE

12.01 Disciplinary Meeting

- (a) An Employee shall be informed of her right to have a Union Steward present at a meeting convened by the Employer with an Employee for the purpose of taking disciplinary action. If the Employee chooses to exercise this right and both of the 2 Union Stewards from her designated area of representation are not available, she may elect to have the Branch Local President attend the meeting, provided she is available.
- (b) It is recognized that it may be necessary to discipline or discharge an Employee without the presence of a Union Steward but in such cases the Branch Local President will be notified as soon as possible thereafter. Should such action be taken the Employee may grieve the disciplinary action in accordance with the provisions of Article 10.03 or, in the case of discharge, Article 12.03.

12.02 Progressive Discipline

- (a) The Employer will not use warnings, or reprimands in an Employee's HR file that are more than 18 months old, or 24 months old regarding suspensions, unless the Employee has had a subsequent warning for an offence during that period of time.
- (b) An Employee shall be entitled to review the Employee's HR file in the office in which the file is normally kept. The Employee shall give the Employer 24 hours written notice to having access to such file. The review of such file shall take place during the non-working hours of the Employee and access to the file shall be in the presence of a Human Resources representative and no longer than 15 minutes.

12.03 A claim by an Employee (other than a probationary Employee) that she has been unjustly discharged will be treated as a grievance if a written statement of such grievance is lodged with the Director, Hospitality Services, within 5 Working Days after such Employee ceases to work for the Employer.

12.04 Such grievance may be settled under the grievance procedure, including arbitration, provided by this Agreement, commencing with Stage 2 by:

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

ARTICLE 13 - HOURS OF WORK

13.01 Regular Work Week

- (a) The regular work week for all Full-Time Employees shall consist of 40 hours made up of 8 hours per day, to be worked in accordance with the schedules of operations posted by the Employer from time to time. Subject to operational requirements, the Employer will maximize the number of full-time positions.
- (b) The regular work week for all Part-Time Employees shall consist of at least 24 hours per week but less than 40 hours per week, to be worked in accordance with the schedules of operations posted by the Employer from time to time.
- (c) Part-Time Employees who wish to work additional hours to those posted in the schedule of operations shall advise the Director, Hospitality Services. When additional hours of work are assigned, they will be assigned based on a rotational schedule of those Employees wishing additional hours of work, subject to the factors set out in Articles 20.03(a) and (b).
- (d) Where it is necessary to schedule weekend work it shall be scheduled in reverse order of seniority with the most junior qualified Employees being scheduled first and progressing up the seniority list, unless otherwise agreed between the Employer and an Employee, until no further weekend scheduling is required. Where such scheduling is required it shall be done on the basis of the requirements of a Facility and a specialty work station. Whenever possible, days off shall be consecutive for Employees; however in the event that all Employees cannot receive their days off consecutively seniority will apply. Unless agreed between the Employer and an Employee that the Employee will work on her regular day off, a minimum of 9 full calendar days notice will be given when the Employer finds it necessary to change an Employee's regular day off. If such notice is not given then the Employee will be paid at the rate of time and one half for those hours worked on the regular day off.

13.02 Rest Periods

(a) **Breaks**

With the exception of Employees in Classification 1, Full-Time Employees and Grandparented Employees are entitled to a break period of 15 minutes without loss of pay for every 4 hours of work.

(b) **Meal Period**

Employees working a shift of 5 hours or more are entitled to 1 unpaid meal period of 30 minutes.

13.03 Minimum Shift

Employees who report for work for which they are scheduled shall be granted at least 3 hours of work and if no work is available shall be paid for at least 3 hours at her regular rate. This Article 13.03 shall not apply for Part-Time Employees or in the event of fire or flood or other emergencies beyond the control of the Employer.

13.04 Flexible Hours

Employees may request flexible hours of work for purposes of childcare arrangements / responsibilities. The Employer will consider such request and may grant it at the Employer's sole discretion.

13.05 Reporting Absences

Employees are responsible to report to work on time on each scheduled work day. When an Employee is absent from work for any reason, including because of injury or illness, she must, unless unable due to extreme circumstances, notify her Supervisor as early as possible in advance of the absence but no later than 8 hours before the shift on the first day on which she is absent from work. The Employee shall inform her Supervisor or designate of the reason for the absence, the expected time of her return to work, and a phone number where she may be reached in her absence.

ARTICLE 14 - OVERTIME

- 14.01 (a) An Employee shall be paid at the rate of 1½ times her applicable hourly rate for authorized time worked in excess of 8 hours in any day and 80 hours in any 2 week period except when such Employee works such excess hours as a result of a mutual agreement among the Employer and affected Employee(s) regarding a change of hours or shift(s).
- (b) An Employee may elect to accumulate overtime for the purpose of taking compensating time off (CTO) at a later date in lieu of overtime pay to a maximum at any given time of 40 hours.
- (c) CTO is to be taken only with the prior approval of and at the sole discretion of the Director of Hospitality Services or Designate and must be used or compensated

for in money at the rate so earned at 1½ times (i.e. 1 hour worked = 1½ hours time off) by the end of each fiscal year (currently May 1st to April 30th).

14.02 Overtime shall be distributed as evenly as possible among the Employees normally performing the work to be done, having due regard to the skills and ability required. Overtime will be on a voluntary basis provided that sufficient, qualified Employees can be obtained to meet University requirements. Should sufficient Employees not be available to meet requirements, then Employees will be assigned to work.

14.03 An Employee being asked to work overtime for 1 hour or more, on short notice (same day), will be provided with a meal in accordance with the normal meal provision.

14.04 An Employee called back to work between regular shifts shall be paid for a minimum of 4 hours at overtime rate.

ARTICLE 15 - PAID HOLIDAYS

15.01 Designated Paid Holidays

(a) Subject to Articles 15.02 to 15.07, inclusive:

(i) With the exception of Employees in Classification 1, Full-Time Employees and Grandparented Employees are entitled to 13 Paid Holidays each year as follows:

1. New Years Day
2. Family Day
3. Good Friday
4. Victoria Day
5. Canada Day
6. Civic Holiday
7. Labour Day
8. Thanksgiving Day
9. Christmas Day
10. Boxing Day
- 11, 12, & 13: 3 paid days between December 24 and January 2, inclusive, as scheduled by the Employer; and

(ii) With the exception of Grandparented Employees, Part-Time Employees and Employees in Classification 1 are entitled to 9 Paid Holidays each year as follows:

1. New Years Day
2. Family Day
3. Good Friday
4. Victoria Day
5. Canada Day
6. Labour Day
7. Thanksgiving Day
8. Christmas Day
9. Boxing Day

- (b) With the exception of Employees in Classification 1, Full-Time Employees and Grandparented Employees shall be scheduled off for a continuous period at least from December 25 to January 1, inclusive, subject to Article 15.03(c).
- (c) Any short-fall in pay during the period between December 24 and January 2, inclusive, may be made up by using accrued time from an Employee's CTO bank or vacation time, in that order; otherwise, such shortfall shall be unpaid.

15.02 Time of Paid Holiday

- (a) Except for Employees working a Night Shift, as defined in Article 15.02(b), a Paid Holiday shall be considered as commencing at 10:00pm of the day preceding the Paid Holiday and ending 10:00pm on the Paid Holiday.
- (b) For Employees working a Night Shift, defined as any shift starting on or after 10 p.m., a Paid Holiday shall be considered as commencing at 12 midnight of the day preceding the Paid Holiday and ending 12 midnight on the Paid Holiday.

15.03 Paid Holiday is a Scheduled Day Off

- (a) If an Employee is not required to work on a Paid Holiday because that day is her scheduled day off, she shall be paid Holiday Pay for such day, in accordance with Article 15.03(b).
- (b)
 - (i) Holiday Pay is determined as follows: for a Full-Time Employee, 8 hours at her regular hourly rate; for a Part-Time Employee, the number of hours worked by the Employee in the 4 weeks preceding the week in the which the Paid Holiday falls, divided by 20, at her regular hourly rate.
 - (ii) Notwithstanding Article 15.03(b)(i), the Employer may elect to pay Holiday Pay on a biweekly, prorated basis.
- (c) If an Employee is required to work on a Paid Holiday whether or not that day is her scheduled day off, she will be:
 - (i) paid for the hours worked on that day at 1½ times her regular hourly rate; and
 - (ii) paid Holiday Pay.

15.04 Exception to Paid Holidays

- (a) No Employee shall be entitled to Holiday Pay for a Paid Holiday if she fails to work all of her last scheduled day of work before the Paid Holiday or all of her first scheduled day of work after the Paid Holiday.
- (b) Notwithstanding Article 15.04(a), if an Employee fails to work all of her last scheduled day of work before the Paid Holiday or all of her first scheduled day of work after the Paid Holiday she will nevertheless be paid Holiday Pay for the Paid Holiday if:

- (i) the Employee's absence was due to injury or illness requiring her absence from work and a doctor's certificate to that effect is submitted by the Employee; and
- (ii) the Employee worked in the 30-day period immediately preceding the Paid Holiday.

15.05 Paid Holiday Falls Within Vacation Period

If a Paid Holiday falls within an Employee's vacation period, it will:

- (i) be added to the Employee's vacation; or
- (ii) be given on another date selected by the Employee;

provided that the arrangement selected does not interfere with the regular workload and/or vacation schedules of other Employees.

15.06 Paid Holiday During Leave of Absence

An Employee shall not be entitled to Holiday Pay if she has been granted a leave of absence of more than 3 weeks' duration and the Paid Holiday occurs within the leave of absence period.

15.07 Paid Holidays During Non-Active Period of Employment

Seasonal Employees are not entitled to Holiday Pay in respect of Victoria Day, Canada Day, Civic Holiday and Labour Day.

ARTICLE 16 – VACATIONS

16.01 Entitlement

- (a) Vacation is earned from July 1 to June 30 and taken between January 1 following July 1 and December 31 following June 30. Vacation days taken must not exceed vacation days earned.
- (b) Subject to Articles 16.01(c), (d) and (e), Employees shall be entitled to vacation with pay as follows:

Length of Continuous Service as at June 30th of the calendar year	Length of Vacation
10 months or less	1 day for each full month of service
Over 10 months	2 weeks
Over 4 years	3 weeks
Over 10 years	4 weeks
Over 18 years	5 weeks
Over 30 years	6 weeks

- (c) All Employees in Classification 1 and Part-Time Employees in Classifications 2 and 3 shall be entitled to vacation and vacation pay in accordance with the *Employment Standards Act, 2000*.
- (d) Subject to Article 16.01(e), effective July 1, 2011, Full-Time Employees in Classification 2 and 3 and Grandparented Employees shall be entitled to vacation at their regular rate of pay, as follows:

Length of Continuous Service as at June 30th of the calendar year	Length of Vacation*	
	Annual Employees	Seasonal Employees
10 months or less	1 day for each full month of service	2 days after each 3 full months of service
10 months up to 10 years	2 weeks	2 weeks
Over 10 years up to 18 years	3 weeks	2 weeks
Over 18 years up to 30 years	4 weeks	2 weeks and 3 days
Over 30 years	5 weeks	3 weeks and 2 days

* for Part-Time Employees, a “week” means 24 hours and a “day” means 5 hours.

- (e) Employees who, prior to July 1, 2011, had an accrued annual vacation entitlement in excess of the annual entitlement outlined in Article 16.01(d) shall retain such annual entitlement but any additional accrual of annual entitlement shall be in accordance with Article 16.01(d).

16.02 Scheduling

- (a) Subject to Article 16.02(b), vacations shall be taken at times convenient to the Employer, normally in the Christmas break, the study week break and the summer break.

Notwithstanding the above, time off work for vacations shall be granted in the period from October 1st until the end of the winter term (in April) provided:

- (i) that no more than 2 Employees are absent on vacation at any one time;
- (ii) that no more than 1 Employee is absent on vacation from any one assigned Facility;
- (iii) that no more than 6 Employees are absent on vacation in this period; and
- (iv) Full time Employees shall be granted vacation preference over Part-Time Employees in Facilities or Work Stations that are not closed.

Preference for vacations in any time period shall be subject to campus wide seniority but, for the period from October 1st to the end of the winter term, such preference will be subject to campus wide seniority on a rotation basis.

- (b) Seasonal Employees may be required to take some or all of their vacation during their non-active period of employment following their last working day of the Spring term.

16.03 Vacations shall be requested by Employees no later than February 28th. The University will notify Employees no later than March 31st of the granting of vacations. Vacation pay will be paid on normal pay days during the period that vacation time has been declared. Where a vacation pay advance is required, it must be requested 10 Working Days prior to start of vacation. If an Employee does not request vacation time by February 28th, the Employer will assign that Employee's vacation time, in one unbroken period.

16.04 Employees eligible for vacation in accordance with Article 16.02 and 16.03 shall be entitled to request vacation time in 1 day intervals to a maximum of 5 days.

16.05 End of Employment

In the event an Employee's employment ends with the Employer before she has taken her earned and unused vacation, she shall be paid vacation pay as follows:

Entitlement	Payment Amount
Less than 2 weeks	As per <i>Employment Standards Act, 2000</i>
2 weeks	A sum equal to 4% of earnings from previous June 30th
3 weeks	A sum equal to 6% of earnings from previous June 30th
4 weeks	A sum equal to 8% of earnings from previous June 30th
5 weeks	A sum equal to 10% of earnings from previous June 30th
6 weeks	A sum equal to 12% of earnings from previous June 30th

ARTICLE 17 – PROBATIONARY EMPLOYMENT

17.01 (a) A new Employee shall be considered as a probationary Employee for the period of the first 480 hours worked for which she is paid by the Employer.

- (b) Subject to the express provisions of this Agreement, a probationary Employee shall be entitled to all the rights and privileges of all other Employees hereunder.

17.02 The probationary period may be extended beyond the period set out in Article 17.01 if the Employer and the Branch Local President agree.

ARTICLE 18 – SENIORITY

18.01 Seniority hereunder of any Employee, including that of a probationary Employee after she has completed her probation, shall commence with the date of her employment, provided that if there shall have been a break in service, her seniority shall mean the date of such Employee's last re-entry into employment. A break in service means

termination and shall be deemed to have occurred if an individual employed by the Employer:

- (a) quits;
 - (b) is discharged and not reinstated in accordance with Article 12 of this agreement;
 - (c) is laid off for at least 12 consecutive months;
 - (d) subject to the requirements of the Ontario Human Rights Code and the *Employment Standards Act*, is unable to participate in the employment relationship for a period of at least 24 consecutive months;
 - (e) fails to notify the employer of her intention to return to work following layoff within 10 Working Days of the date on which the Employer sent notice of recall by registered mail. It shall be the responsibility of the Employee to ensure that the Human Resources Services is provided with a current address and telephone number;
 - (f) fails to report for work on the date and at the time specified in such notice to the Employer;
 - (g) is absent from work without permission. Permission shall not be unreasonably withheld. Employees must notify the Employer of illness if possible and must supply proof of illness if requested. It is recognized that it is the responsibility of each Employee to advise the Employer of impending absence as soon as practicable in order that staffing changes may be made;
- 18.02 (a) The promotion or transfer of Employees to positions outside the Bargaining Unit is not covered by this Agreement and shall not be subject to the terms of this Agreement.
- (b) An Employee who, within 1 year of accepting a position with the Employer which is outside the Bargaining Unit, is moved back into a position in the Bargaining Unit shall be credited with her full length of University service for seniority purposes.
- 18.03 Seniority will continue to accrue for Employees subject to layoff in accordance with Article 19.
- 18.04 An up-to-date seniority list will be maintained by the Employer and posted monthly on the Human Resources Services website.

ARTICLE 19 – LAYOFF & RECALL

- 19.01 (a) Employees shall be identified as subject to layoff by inverse order of seniority by position.

- (b) For the purposes of Articles 19.01(a) and 19.04(d), the Union Stewards shall be deemed to have the most seniority. Of the Union Stewards, the Branch Local President shall be deemed to have the most seniority.

19.02 Notice of Layoff

Employees who are subject to layoff will be given notice in writing of layoff in accordance with the following schedule:

Seniority	Notice Entitlement
Completed probationary period but less than 2 years seniority	2 weeks
2 years seniority but less than 5 years seniority	4 weeks
5 years seniority but less than 10 years seniority	6 weeks
10 years seniority or more	8 weeks

19.03 Displacement

An Employee who is subject to layoff may elect to participate in the process of displacement subject to the following rules:

- (i) An Employee must notify the University of her election to participate in the process of displacement within 5 Working Days following the notice of layoff;
- (ii) The displacement shall be of the least senior Employee whose position is in the same classification, provided the displacing Employee can perform the job of that position without training other than orientation;
- (iii) Seniority shall be determined by reference to the seniority list maintained in accordance with Article 18.04 and the list of Probationary Employees as those lists exist on the date of layoff;
- (iv) The displacement will take effect on the date of layoff; and
- (v) A displaced Employee will be entitled to participate in Recall in accordance with Article 19.04.

19.04 Recall

- (a) The Employer will maintain a list (the "Recall List") consisting of:
 - (i) Employees subject to layoff who did not participate in the process of displacement; and
 - (ii) displaced Employees.
- (b) An Employee on the Recall List will be eligible to be recalled to a vacant position in the same classification from which they were laid off provided the Employee has the qualifications, skills and ability to perform the duties of the vacant position.

- (c) Subject to Article 19.04(d), an Employee will be automatically recalled to a vacant position if such position is the same from which the Employee was laid off. An Employee who declines recall to a position that is the same from which the Employee was laid off will be considered to have resigned and will be removed from the Recall List.
- (d) In the event 2 or more Employees are eligible to be recalled to the same vacant position, the Employee with the most seniority will be recalled.
- (e) An Employee shall be removed from the Recall List after 12 months and her employment with the University will end.
- (f) An Employee recalled to a vacant position will assume the terms and conditions of employment of the vacant position.

19.05 Benefits While on Layoff

- (a) An Employee on layoff for a period of 13 weeks or less may continue to participate in the Extended Health Care, Dental and Group Life Insurance Plans, provided she had been participating in such benefits plans on the date of layoff. Normal premium contributions will continue to be made by the Employer and the Employee where appropriate.
- (b) An Employee on layoff for a period in excess of 13 weeks may elect to continue to participate in the Extended Health Care, Dental and Group Life Insurance Plans, provided she had been participating in such benefits plans on the date of layoff, beyond 13 weeks to a maximum of 1 year from the date of layoff. The Employee will be required to pay both the Employee and the Employer's portion of the premium for that coverage beyond the 13 weeks.

ARTICLE 20 - JOB POSTING

- 20.01
- (a) When a vacancy (other than a Temporary Vacancy as defined in Article 20.05) occurs in any occupational classification covered by this Agreement, the Employer shall, if it determines to fill such vacancy, for 5 Working Days post a notice on bulletin boards stating that it intends to fill the vacancy and the date by which application should be submitted. Applications must be submitted to the Hospitality Services main office.
 - (b) An Employee on vacation during the posting of a position may submit an application within 6 Working Days of the posting closing by the normal application process and such application will be considered.
 - (c) The Employer will fill vacancies posted in accordance with Article 20.01(a) by assigning the successful internal candidate, where applicable, who has been awarded the position, within 28 days from the end of the posting period.

20.02 Trial Period

The successful applicant shall be placed on a trial period of up to 4 weeks excluding layoffs greater than 1 day. In the event the successful applicant proves unsatisfactory in the position during the aforementioned period, or if the Employee finds herself unable to perform the duties of the new position, the Employee shall be returned to her former position and hourly rate without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position and hourly rate without loss of seniority.

20.03 Promotions and demotions (except temporary ones not exceeding 6 calendar weeks) shall be based on the following factors:

- (a) seniority;
- (b) the requirements and efficiency of operations and the basic skill, competence, ability, knowledge and training of the individual to do the job.

When in the judgment of the Employer, which shall not be exercised in an unfairly discriminating manner, the qualifications in factor (b) are relatively equal, as between 2 or more Employees, seniority shall govern.

20.04 In the event the Employer so fills a vacancy from internal applicants, it may post a secondary vacancy.

20.05 Temporary Vacancy

- (a) A Temporary Vacancy is defined as: a vacancy created by an Employee's absence of less than 4 months duration.
- (b) If the Employer chooses to fill a Temporary Vacancy, it may do so in any manner it deems appropriate, subject to Articles 13.01(a) and (b).

20.06 During the academic year, the Employer will provide the Branch Local President monthly with a list of new Employees hired, and Employees ceasing employment, in the previous calendar month.

ARTICLE 21 - WAGES

21.01 As per the Pay Equity Legislation, the University and the Union have negotiated a Pay Equity Plan and have used the Hay Method of Job Evaluation for Pay Equity purposes.

21.02 The job classifications and hourly wage rates and their application are as set out in Appendix A hereto. Such wages shall be paid bi-weekly on Fridays or the immediately preceding business day should the regular pay day be a holiday. A "statement of earnings" shall be provided to Employees.

21.03 If any Employee substitutes on any job during the absence of another Employee or performs duties of a higher classification for a period in excess of 1 day she shall receive

the rate for the job or her regular rate, whichever is the greater, from the first day. In circumstances involving the training and development of Employees, the Employer and the Employee may agree upon an extension of this period.

21.04 The present practice with respect to meals, beverages and rest periods shall be continued during the life of this Agreement. The meal allowance for taxable benefit purposes is \$3.00 per day.

21.05 Lead Hand

- (a) A Lead Hand is an Employee who is given an assignment by the Manager to coordinate the work of other Employees or is required to fill in for the Manager in her absence. This responsibility may be additional to the Employee's regular work. A Lead Hand does not have the right to discipline Employees but is responsible to the Manager for the efficient performance of the work of the Employees assigned to the Lead Hand. This does not constitute an occupational classification for seniority purposes.
- (b) A Lead Hand, when so designated by management, will be paid a premium of \$1.15 per hour above her regular rate of pay, for the period in which she is directing the work of employees.

21.06 Trainer Premium

All Employees are expected to assist new Employees with orientation to the workplace and to tasks. Notwithstanding this, when an Employee is designated by her Supervisor as a 'trainer' for any shift, the Employee will receive a 25 cent per hour training premium. This provision will not apply to Cooks and Senior Cafeteria Helpers.

21.07 Shift Premium

Where the majority of hours worked fall between 12:00 AM and 8:00 AM, an Employee shall be paid a shift premium of 80 cents per hour for all hours worked.

ARTICLE 22 – INJURY & ILLNESS

22.01 Sick Leave Due to Non-Occupational Injury or Illness

- (a) After completion of her probation period a Full-Time Employee, with the exception of an Employee in Classification 1, will be credited with 8 hours of sick leave for each calendar month in which she worked a minimum of 80 hours. The accumulation of sick leave days shall not exceed 720 hours for Annual Employees and 480 hours for Seasonal Employees and will be calculated on the basis of the Employee's commencement date in the Bargaining Unit. The Employer will include the Employee's accumulated sick bank hours on her bi-weekly pay stub.

- (b) Subject to Article 22.01(d), and provided it is established that absence is due to illness or injury, a Full-Time Employee, with the exception of an Employee in Classification 1, who has completed her probation period will be paid 1 hour of accumulated sick leave for each hour of absence until the sick leave accumulation is exhausted. In the event the sick leave accumulation is exhausted prior to the 720th hour for Annual Employees or the 480th hour for Seasonal Employees, the University will continue to pay 50% of normal wages until the 720th or 480th hour of absence, as the case may be.
- (c) Notwithstanding Articles 22.01(a) and (b), Seasonal Employees may draw down accrued sick bank hours that, as at the date of ratification, exceed 480.
- (d) When a Full-Time Employee, with the exception of an Employee in Classification 1, is on scheduled vacation and such vacation is interrupted by the Employee being hospitalized as an in-patient as a result of injury or illness, the Employee may elect, if she so chooses, to utilize existing sick leave provisions for the period of hospitalization, subject to all the other provisions of Article 22. The unused vacation will be rescheduled at a later date in accordance with the provisions of Article 16.02.
- (e) For all absences during any one benefit year (i.e. July 1st to June 30th) sick leave benefits will be payable from the 4th full working day of absence due to non-occupational injury or illness.
- (f) While receiving 100% of normal wages from her sick bank, all required deductions and remittances, including those for benefit and pension contributions, will be made. "Normal wages" shall mean the Employee's base hourly rate multiplied by the Employee's regularly scheduled hours of work.
- (g) Hours taken for appointments with a doctor, dentist or other health practitioner shall be deducted from an Employee's sick bank in full hours (any fraction counts as a full hour) to a maximum of 8 hours in a benefit year (i.e. July 1st to June 30th). Hours taken for appointments with a doctor, dentist or other health practitioner shall not be counted as absences for the purposes of Article 22.01(e).

22.02 Reporting Absences

Every Employee who is absent from work due to injury or illness shall comply with the requirements of Article 13.05: "Reporting Absences". Employees will maintain communication throughout the absence on a reasonable schedule to be established by the Supervisor, in consultation with the Employee, and Employee Health Services.

22.03 Medical Documentation

- (a) Prior to returning to work following an absence of 3 days or more due to injury or illness, the Employee must submit to her Supervisor a fully completed and executed "Clearance to Return To Work" form. For absences of less than 3 days, an Employee may be required, at the Employer's discretion, to submit to

her Supervisor a fully completed and executed "Clearance to Return To Work" form.

- (b) Subject to Articles 22.05(d), (e) and (f), the Employee is responsible for any costs or fees charged by her physician for the completion of any medical documentation that is required to be submitted to the Employer and for any costs associated with her attendance at her physician.

22.04 Absence Due to Occupational Injury or Illness

- (a) Subject to Article 22.04(b), every Employee who is absent from work due to an occupational illness or injury that is subject to a claim for Workplace Safety and Insurance ("WSIB") benefits will be unpaid for the duration of the absence from work and the Employer will instruct the WSIB to pay WSIB benefits, if any, directly to the Employee.
- (b) The Employer will continue to pay the Employee her bi-weekly pay at her regular hourly wage rate pending the determination of her WSIB claim. For the period that pay continues under this Article 22.04(b):
 - (i) The Employer will deduct time from the Employee's CTO bank in an amount equivalent to the pay the Employee received; and
 - (ii) If the Employee does not have time in her CTO bank or if all time in her CTO bank has been exhausted and her WSIB claim is still pending, then the Employer will deduct vacation pay from the Employee's accrued vacation entitlement in an amount equivalent to the pay the Employee received. The Employee may, subject to the requirements of Article 16.02, elect to take vacation time at a later date for a period of time equivalent to the vacation pay received under this Article 22.04(b)(ii); and,
 - (iii) If the Employee does not have unused vacation entitlement or if her accrued vacation entitlement is exhausted and her WSIB claim is still pending, then the Employer will continue to pay the Employee her bi-weekly pay at her regular hourly wage rate for a maximum period of 4 more weeks. Continued payment under this Article 22.04(b) (iii) is subject to the Employee signing an authorization for a future periodic payroll deduction until the full amount paid under this Article 22.04(b) (iii) has been repaid to the Employer. The Union and the Employer agree that this Article 22.04(b) (iii) and the required Employee authorization are deemed to satisfy the requirements of Section 13 of the *Employment Standards Act, 2000*.
- (c) The continuation of pay under Article 22.04(b) will continue until the earlier of:
 - (i) The date on which the Employee received her first WSIB benefit payment; or,
 - (ii) The date on which all sources of income under Article 22.04(b) (i, ii and iii) have been exhausted.

- (d) If an Employee makes a claim for WSIB benefits and that claim is subsequently denied, then the Employee will be eligible for sick leave benefits in accordance with, and subject to, all the requirements of Articles 22.01, 22.02, 22.03 and 22.05.

22.05 Accommodation and Return to Work

- (a) The Employer will maintain the Return to Work Program, RMM #1002.
- (b) The Employee and Union will participate in the Return to Work Program. The Employee has the right to the representation and support of her Union Steward, as requested.
- (c) An Employee may be required to provide written consent for the exchange of relevant medical information between the Employee's physician and the Employer's physician by signing a consent form. If an Employee has an objection to providing such consent, the Employee will contact the Union. The Union shall discuss said concern with the Employer and the Employee shall instead attend at the Employer's physician, at the Employer's expense.
- (d) If the Employer or both the Union and Employee request that an Employee attend an independent medical examination ("IME") by a mutually selected health professional, the cost of such examination shall be paid by the Employer, including reasonable Employee travel expenses required to attend the appointment. An Employee who fails to attend a scheduled IME is responsible for paying any cancellation fee or penalty.
- (e) The Employee is responsible for cost incurred with respect to appointments at, or information required from, the Employee's physician. The Employer will reimburse the employee for the costs incurred by the employee with respect to appointments at, or getting information from, the Employer's physician.
- (f) Any Employee, while on duty, who is required by the Employer to be examined by a physician shall be informed that a taxi will be made available, at the Employer's expense, for transportation to and from the examination.
- (g) An Employee returning to work after an absence due to illness or injury of less than 24 consecutive months will return to her former position provided:
 - (i) it still exists; and
 - (ii) she is capable of performing the bona fide occupational requirements of the position, subject to any workplace accommodations required in accordance with the Ontario Human Rights Code;

failing which, the Employee shall be permitted to displace a junior Employee in accordance with Article 19.03.

22.06 Employee Health / Return-to-Work Files

- (a) All Employee Health / Return-to-Work files will be kept in an area separate from all other personnel files and under secure conditions.
- (b) Access will be limited to authorized persons within HR who have a legitimate reason to access such files, it being understood that such persons may be required to supply information from those files to:
 - (i) the Employee's Supervisor to facilitate return to work, and where relevant, accommodation, excluding information disclosing diagnosis, the designation of a medical specialist or the treatment type;
 - (ii) the Employer's authorized agents to administer the disability insurance program; or,
 - (iii) the Workplace Safety and Insurance Board (WSIB).

Access to any other persons will only be provided with the prior written authorization of the Employee or her Power of Attorney.

22.07 Employee Medical Files

- (a) An Employee's Medical File shall be maintained by the Occupational Health Nurse and Occupational Physician in an area separate from all other personnel files and under secure conditions. This file may contain an Employee's personal medical information.
- (b) Access will be limited to the Employee and the Occupational Health Nurse and Occupational Physician who have legitimate reason to maintain and access such files. Access to any other persons will only be provided with the prior written authorization of the Employee or her Power of Attorney.

ARTICLE 23 - WELFARE BENEFITS

23.01 Group Benefits

- (a) **General**
 - (i) Subject to Articles 23.01(b), (c), (d), (e), (f) and (g), Full-Time Employees in Classifications 2 and 3 and Grandparented Employees hired prior to January 1, 2003, are eligible to participate in the Extended Health Plan, Dental Plan, Group Life Insurance Plan and the Accidental Death and Dismemberment Plan (AD&D). Payment of Employee premiums with respect to Optional Group Life Insurance and AD&D will be made through bi-weekly payroll deduction.

- (ii) The Employer will provide every eligible Employee with a benefit booklet that describes their coverage under the existing plans. The booklet will be updated within 3 months of any changes to existing coverage.
- (b) In lieu of benefits, Grandparented Employees hired on or after January 1, 2003, Part-Time Employees and Employees in Classification 1 will be paid a premium in accordance with Appendix A.
- (c) **Extended Health Plan**
 - (i) Subject to Article 23.01(c)(ii), the Employer shall pay 100% of the billed costs for all eligible Employees, for the Extended Health Plan in effect at the date of ratification, including the implementation of the Rx05 drug formulary for prescription drugs. Participation in this program is a condition of employment. Eligible Employees must enroll their eligible family members before benefits are provided.
 - (ii) Effective May 1, 2011:
 - 1. the Employer shall pay 75% and the Employees shall pay 25% of the billed costs for the Extended Health Care Plan in effect at the date of ratification;
 - 2. Participation in the Extended Health Care Plan is optional; and
 - 3. Employees may elect to opt-out at any time and may elect to re-enrol due to a major life change, excluding retirement.
- (d) **Dental Plan**
 - (i) Subject to Article 23.01(d)(ii), the Employer shall pay 100% of the billed costs for all eligible Employees for the Dental Plan in effect at the date of ratification. Participation in this program is a condition of employment. Eligible Employees must enrol their eligible family members before benefits are provided. Employees who have coverage through their spouse may opt not to participate.
 - (ii) Effective May 1, 2011;
 - 1. The Employer shall pay 75% and the Employees shall pay 25% of the billed costs for the Dental Plan in effect at the date of ratification;
 - 2. Participation in the Dental Plan is optional; and
 - 3. Employees may elect to opt-out at any time and may elect to re-enrol due to a major life change, excluding retirement.
- (e) **Group Life Insurance Plan**
 - (i) Subject to Article 23.01(e)(ii), the Employer will pay 100% of the billed rates of premium for all eligible Employees for Basic Coverage in

accordance with the Group Life Insurance Plan in effect at the date of ratification. Participation in this program is a condition of employment. Employees may elect to take additional coverage in accordance with the provisions and regulations governing optional coverage as specified in the Group Life Insurance Plan.

- (ii) The Employer will pay 100% of the billed rates of premium for all eligible Grandparented Employees hired on or after January 1, 2003. Coverage for such Employees is limited to \$10,000.

(f) **Accidental Death and Dismemberment Coverage**

The Employer will continue to make this plan available for eligible Employees. The Employees who elect to participate will pay 100% of the billed rates of premium.

- (g) (i) A Seasonal Employee may elect to continue to participate in the Extended Health Care, Dental, Group Life Insurance and AD&D Plans during her non-active period of employment provided:
 - 1. she had been participating in such benefits plans immediately prior to her non-active period of employment and;
 - 2. she pays in advance by post-dated cheque(s) both the Employee's and Employer's portion of the costs and/or premiums for such continued participation.
- (ii) If a Seasonal Employee does not elect to continue participation in these benefit plans, her participation shall cease upon the commencement of her non-active period of employment.

23.02 Post-Retirement Benefits

- (a) Eligibility for post-retirement benefits is limited to:
 - (i) An Employee hired before January 1, 2006, provided the Employee collects a pension immediately upon leaving the University;
 - (ii) An Employee hired between January 1, 2006, and December 31, 2010, inclusive, and who has at least 10 years cumulative service with the University as of the date of retirement, provided the Employee collects a pension immediately upon leaving the University; and
 - (iii) Employees hired on or after January 1, 2011, in accordance with Appendix F, regarding the Post Retirement Benefit Co-Pay Program;
- (b) Post-retirement benefits are provided in accordance with the applicable post-retirement benefit plans and, for each eligible retiree, limited to those benefits in which the retiree participated as an active Employee on the day immediately preceding her retirement date.

23.03 Pension Plan

- (a) Eligible Full-Time Employees and Grandparented Employees hired before January 1, 2008, will participate in the Hourly Pension Plan for Employees of McMaster University. Subject to Article 23.03(c), the Employer will administer the Plan in accordance with the terms and conditions of the text of the Plan as amended February 21, 2001, from time to time and the appropriate legislation.
- (b) Eligible Full-Time Employees in Classifications 2 and 3 and Grandparented Employees hired on or after January 1, 2008, will participate in the Group Registered Retirement Savings Plan in accordance with Appendix D.
- (c) Employee contributions to the Pension Plan shall be made in accordance with Appendix G.
- (d) (i) A Seasonal Employee may elect to continue to participate in the Pension Plan during her non-active period of employment provided:
 - 1. she had been participating in the Pension Plan immediately prior to her non-active period of employment and;
 - 2. she pays in advance by post-dated cheque(s) the Employee contributions for such continued participation.
- (ii) If a Seasonal Employee does not elect to continue participation in the Pension Plan, her participation shall cease upon the commencement of her non-active period of employment.

ARTICLE 24 - PREGNANCY/PARENTAL LEAVE

24.01 Pregnancy Leave

- (a) Employees who are employed at least 13 weeks prior to the estimated date of delivery of a child (or children) will be granted a Pregnancy Leave.
- (b) A pregnant Employee is entitled to pregnancy leave and all prescribed benefits as outlined in the *Employment Standards Act, 2000*.
- (c) **Supplementary Unemployment Benefit (S.U.B.)**

Pregnancy Leave benefits are payable to Employees on Pregnancy Leave who have at least 1 year of seniority prior to the estimated date of delivery. Employees who are already in a period of notice due to their resignation or the University's decision to discontinue their employment are not eligible to receive pregnancy leave benefits.

The S.U.B. is applicable to biological/birth mothers for up to 17 weeks. The benefits are calculated as follows;

- For the first 2 weeks of leave, the University will pay 90% of the regular straight time earnings up to \$34,500 per year. If wages are over \$34,500 per year, the payment is based on 85% of the regular straight time earnings
- For up to a maximum of the next 15 weeks of Pregnancy Leave the Employee will receive a payment equal to the difference between 90% of the employee's regular straight time earnings on wages up to \$34,500 per year, or 85% if wages are over \$34,500 per year, and the amount of maternity Employment Insurance (E.I.) benefits the Employee is receiving (or that she would be expected to receive if she qualified for E.I. benefits).

All benefits paid from the S.U.B. Plan must be in accordance with the agreement filed by the University with Human Resources and Skills Development Canada. As part of the present requirements, all such payments by the University can only commence when the Employee provides proof that she is receiving E.I. maternity benefits or she is disqualified from E.I. benefits because of an insufficient number of insurable weeks, or that E.I. benefits have been exhausted or that she is in the E.I. waiting period. Employees should understand that such proof will not be made until after the leave has commenced and hence University S.U.B. payments will be retroactive.

All S.U.B. Plan amendments are subject to the approval of Human Resources and Skills Development Canada.

24.02 Parental Leave

Parental Leave refers to a leave of absence following the birth of a child, or the coming of the child into the Employee's custody, care and control for the first time, in accordance with the *Employment Standards Act, 2000*.

24.03 Paternity Leave

A Paternity Leave without loss of pay will be granted to Employees for a period of up to 5 consecutive Working Days in the calendar weeks beginning with the birth or adoption of his child.

24.04 Benefits While on Pregnancy, Parental or Paternity Leave

The University will continue coverage for all benefits in which the Employee is enrolled immediately prior to the leave, subject to Article 23, provided the Employee pays her normal share of contributions and/or premiums in advance by post-dated cheque(s).

ARTICLE 25 – UNIFORMS

25.01 The Employer shall supply uniforms required by Employees in the performance of their duties.

25.02 The Employee shall launder uniforms and ensure that the uniforms meet accepted cleanliness standards.

25.03 For special functions or banquets, Employees must wear dress uniforms as provided.

25.04 The Parties will meet in an ongoing sub-committee of the Joint Working Conditions Committee to address issues and concerns with respect to uniforms.

ARTICLE 26 - TUITION ASSISTANCE/BURSARY PROGRAM

26.01 Tuition Assistance Program

- (a) The Employer will provide Tuition Assistance in the amount of 100% of the fee for Full-Time Employees and 60% of the fee for Part-Time Employees for approved courses taken at McMaster University or other approved institutions for courses which are pertinent to an Employee's present or future duties.
- (b) Conferences, workshops or other courses not part of a formal education program leading to a certificate, degree or diploma do not qualify for Tuition Assistance.
- (c) Tuition Assistance will be given for a maximum of two full courses (12 units) in the Fall/Winter session and one full course (6 units) in the Summer session. No assistance will be given for late or supplementary fees and, if a course is repeated, assistance will be reduced by 50%.
- (d) Tuition Assistance will not usually be approved for courses to be taken during an Employee's normal working hours.
- (e) Application for Tuition Assistance must be made on the appropriate form and approved by the Employee's Supervisor, and then forwarded to Human Resources Services for approval prior to registration.
- (f) For courses taken at institutions other than McMaster University, the Employee will be reimbursed for ½ of the tuition fee on submission of a receipt for fees paid. The remaining ½ will be paid to the Employee on successful completion of the course certified by submission of the final grade.

26.02 Tuition Bursary Program

- (a) The Tuition Bursary Program shall be available to an Employee's spouse and dependent children who have registered at McMaster University in a degree credit course. To qualify for this benefit the Employee must have 3 years of continuous service by the first day of the academic session for which the waiver of tuition fees is requested.
- (b) For eligible classes under the Bursary Program taken by a dependent of a Full-Time Employee, funds shall be provided on the basis of an amount equal to \$130 per unit to a maximum of \$3,900 per academic session. For eligible classes under the Bursary Program taken by a dependent of a Part-Time Employee, funds shall be provided on the basis of an amount equal to \$78 per unit to a maximum of \$2,340 per academic session. The maximum may change from time to time and dependents shall be eligible for such changes.

26.03 Department Courses

When an Employee is required by the Employer to take a course, the full cost associated with the course shall be paid by the Employer.

ARTICLE 27 – LEAVES OF ABSENCE

27.01 Unpaid Personal Leaves

- (a) Effective upon the completion of the probationary period, Full-Time Employees in Classifications 2 and 3 and Grandparented Employees will be granted 1 day off without pay and no loss of benefits, each calendar year, upon the Employee's request with a minimum of 2 weeks notice.
- (b) Subject to the Department's work requirements, an unpaid leave of absence, up to a maximum of 3 months duration, may be granted.

27.02 Special Leave Day

Effective upon the completion of the probationary period, Full-Time Employees in Classifications 2 and 3 and Grandparented Employees will be granted 1 paid day off with no loss of benefits, each calendar year, as scheduled by the Employer. The paid leave will equal the hours normally worked on the respective shift taken.

27.03 Family Medical Leave

An Employee may take a leave of absence, without pay, for up to 8 weeks to provide care or support to a seriously ill family member. Such leave shall be taken in accordance with the provisions of the *Employment Standards Act 2000*, and arranged with her Supervisor.

27.04 Jury Duty

The Employer shall pay to any Employee who may be required to serve as a juror, or a Crown Witness, in any court of law, the difference if any, between the amount paid to her for her jury service and the amount she would have received for services normally rendered to the Employer during the same period of time.

27.05 Bereavement

- (a) Employees shall be entitled to a leave of absence, without loss of pay, to a maximum of 5 consecutive Days for Full-Time Employees and 3 consecutive Days for Part-Time Employees in the event of a death of a member of the Employee's immediate family. Immediate family shall be defined as: spouse, son, daughter, mother, father, step-parents, step-children, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.

- (b) Employees shall be entitled to a leave of absence without loss of pay, to a maximum of 1 Day, in the event of the death of the Employee's spouse's grandparent.
- (c) Employees who need to travel out of the country for the purpose of attending the funeral shall be granted an additional 3 consecutive unpaid Days or, at the Employee's discretion, may utilize up to 1 week of accrued vacation.

ARTICLE 28 – CONTRACTING OUT

28.01 The University shall not contract out work usually performed by members of this Bargaining Unit if, as a result of such contracting out, a layoff of any Employees results from such contracting out or the number of full-time or part-time positions is reduced. Contracting out to an Employer who is organized and who will employ the Employees of the Bargaining Unit who would otherwise be laid off with similar terms and conditions of employment is not a violation of this Article 28.01.

ARTICLE 29 – NATIONAL SECURITY

29.01 The Canadian government, either directly or through its agencies may instruct the Employer with respect to the security of information and materials and the personnel permitted to do certain work. The Union recognizes that the Employer is obliged to meet such instructions and that for such reason the Employer may refuse certain Employees access to the work or may transfer Employees covered by such instructions.

ARTICLE 30 – PAID EDUCATION LEAVE

30.01 Effective January 1, 2011, the Employer agrees to pay to the SEIU Local 2 BGPWU 2 cents per hour per Employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading Employee skills in all aspects of trade union functions. The Union will provide the Employer with the information required to make these payments on a monthly basis. Payment will be accompanied by the information used to calculate the payment.

APPENDIX A – JOB CLASSIFICATION & HOURLY WAGE RATES
Hourly Wage Rates by Job Classification and Position ¹

Classification	Position	Current Wage Rate	Y1	Y2	Y3	Y4	Y5	Y6	
			2011	2012	2013	2014	2015	To Apr 30/16	
			DOR ²		Mar 3/13	Feb 16/14	Jan 4/15	Jan 3/16	
3	Cook	1 st Cook	\$21.08	\$21.08	\$21.08	\$21.08	\$21.08	\$21.70	
		2 nd Cook	\$19.79	\$19.79	\$19.79	\$19.79	\$19.79	\$20.25	
		3 rd Cook (RED SEAL)	\$18.66	\$18.66	\$18.66	\$18.66	\$18.66	\$19.15	
		3 rd Cook (No RED SEAL)							
2	Driver	Driver	\$19.79	\$19.79	\$19.79	\$19.79	\$19.79	\$20.25	
1	General	Cafeteria Help	Base wage rate	\$13.41	\$13.41	\$13.50	\$13.75	\$14.00	\$14.25
		Cashier		In lieu of benefits	\$1.61	\$1.61	\$2.00	\$2.00	\$2.00
		Bistro Attendant	Total wage rate (all positions)	\$15.02	\$15.02	\$15.50	\$15.75	\$16.00	\$16.25
		Part-Time Satellite							
GP	Grand-parented	Senior Cafeteria Help	\$18.66	\$18.66	\$18.66	\$18.66	\$18.66	\$19.15	
		Cafeteria Help Cashier	\$17.71	\$17.71	\$17.71	\$17.71	\$17.71	\$18.20	

Lump Sum Payments⁸ by Job Classification and Position

Eligible Employees will receive the following lump sum payments, provided they are employed on the Effective Date of Payment:

Classification	Position	Y1	Y2	Y3	Y4	Y5	Y6
		2011	2012	2013	2014	2015	To Apr 30/16
		DOR ³		Mar 3/13 ⁴		Jan 4/15 ⁵	
3	Cook	1 st Cook	\$1,000.00 (FT) or \$600.00 (PT)		\$2,150.00	\$600.00	
		2 nd Cook					
		3 rd Cook (RED SEAL)			\$1,850.00 (FT) or \$1,100.00 (PT)	\$550.00 (FT) or \$325.00 (PT)	
		3 rd Cook (No RED SEAL)					
2	Driver	Driver	\$1,000.000	\$2,000.00	\$575.00		
1	General	Cafeteria Help					
		Cashier					
		Bistro Attendant	\$600.00	\$900.00	\$250.00		
		Part-Time Satellite					
GP	Grand-parented	Senior Cafeteria Help	\$1,000.00 (FT) or \$600.00 (PT)	\$1,850.00 (FT) or \$1,100.00 (PT)	\$550.00 (FT) or \$325.00 (PT)		
		Cafeteria Help Cashier		\$1,800.00 (FT) or \$1,050.00 (PT)	\$525.00 (FT) or \$300.00 (PT)		

Notes:

1. "DOR" means the date of ratification by both Parties.
2. Classifications 2 and 3 include Full-Time and Part-Time Employees. Employees in Classification 3, except for Employees in the position of 3rd Cook (No RED SEAL), shall receive a premium of \$0.50 per hour worked in the calendar year, beginning with calendar year 2011, payable in one lump sum payment on the second pay date in the following January, subject to all applicable deductions and withholdings, provided: (i) the Employee is employed no later than January 1 of

- the preceding calendar year and remains employed on the date the lump sum payment is payable; and (ii) the Employee has attained a RED SEAL certification (or RED SEAL equivalent, as determined by the Employer) on or before January 1 of the preceding calendar year.
3. Classification 1 includes all Employees in the former Classifications of "Part-Time Satellite" and "Bistro Attendant" and all Employees (Full-Time or Part-Time) hired on or after the DOR in the position of Cafeteria Help, Cashier or Bistro Attendant. For reference purposes only, current Employees to be included in Classification 1 are named in Appendix A(i). Appendix A(i) shall not be included in the collective agreement.
 4. It is understood that Classification GP is closed to new hires. Employees hired on or after the DOR will be in Classification 1, 2 or 3. For reference purposes only, current Employees to be included in Classification GP are named in Appendix A(ii). Appendix A(ii) shall not be included in the collective agreement.
 5. Employees hired after January 1, 2003, attain the wage rate of \$17.71 after having completed the following step progression: start rate = \$15.21; end of probation = \$15.71; end of year 1 = \$16.71; end of year 2 = \$17.71. For reference purposes only, current Employees yet to complete the step progression are named in Appendix A(iii), along with their years of service and current wage rate. Appendix A(iii) shall not be included in the collective agreement. Employees who are not entitled to Health and Dental benefits as at the DOR are entitled to a premium of \$1 per hour worked. For reference purposes only, current Employees who are entitled to Health and Dental benefits are named in Appendix A(iv) and current Employees entitled to a premium of \$1 per hour worked (in lieu of Health and Dental benefits) are named in Appendix A(v). Appendices A(iv) and A(v) shall not be included in the collective agreement.
 6. The 3rd Cook (RED SEAL) position requires a RED SEAL certification (or RED SEAL equivalent, as determined by the Employer). For reference purposes only, current Employees holding this position are named in Appendix A(vi). Appendix A(vi) shall not be included in the collective agreement.
 7. The 3rd Cook (No RED SEAL) position does not require a RED SEAL certification or equivalent. For reference purposes only, current Employees holding this position are named in Appendix A(vii). Appendix A(vii) shall not be included in the collective agreement.
 8. All lump sum payments are gross amounts, subject to all applicable deductions and withholdings.
 9. All Employees employed on the DOR are entitled to receive a lump sum payment in the gross amount of \$1,000 (Full-Time Employees) or \$600.00 (Part-Time Employees). For all Seasonal Employees, the lump sum payment will be reduced by 1/3 (from \$1000 to \$667 or from \$600 to \$400, depending on whether the Employee is Full-Time or Part-Time). All lump sum payments are payable on the second regular pay date following the DOR.
 10. All Employees employed on March 3, 2013, and who are participating in the Defined Benefit Hourly Pension Plan, are entitled to receive a lump sum payment in the gross amount as set out in this column, varying for Full-Time Employees versus Part-Time Employees as noted. For all Seasonal Employees who did not contribute employee pension contributions to the Pension Plan in full over the course of their non-active period(s) of employment, the lump sum payment will be reduced by 1/3.
 11. All Employees employed on January 4, 2015, and who are participating in the Defined Benefit Hourly Pension Plan, are entitled to receive a lump sum payment in the gross amount as set out in this column, varying for Full-Time Employees versus Part-Time Employees as noted. For all Seasonal Employees who did not contribute employee pension contributions to the Pension Plan in full over the course of their non-active period(s) of employment, the lump sum payment will be reduced by 1/3.

APPENDIX B – UNION STEWARDS/AREA OF REPRESENTATION

Two Union Stewards, either Full-time or Part-time, shall be elected or appointed in each designated area of representation. One Union Steward, either Full-time or Part-time, may serve as Branch Local President, regardless of that employee's work area. One additional Union Steward shall be elected or appointed in the designated area of representation from which the Branch Local President is elected such that there shall be a total of 7 Union Stewards. Notwithstanding this total, a Union Steward who transfers out of a designated area will retain her Union Steward status until the next Union general election.

The designated areas of representation are as follows:

- (a) West Campus: East Meets West Bistro, Institute of Applied Health Science, Information Technology Building, John Hodgins Engineering Building, Burke Science Building, Bridges Café, New Engineering Building, McMaster Medical Science Kiosks, and H.G. Thode Library of Science and Engineering.
- (b) Central Campus: University Student Centre, Hamilton Hall Kiosk (Math Café), Café One (Michael G. DeGroot Centre for Learning and Discovery), and Mills Memorial Library.
- (c) North Campus: Centro, and David Braley Athletics Centre.

APPENDIX C – HOSPITALITY SERVICES APPRENTICESHIP PROGRAMME

The Parties have agreed to the McMaster University Hospitality Services Apprenticeship Programme (HSAP), which forms part of this Collective Agreement. A copy is available through the Executive Chef and attached hereto as Schedule III.

APPENDIX D – GROUP REGISTERED RETIREMENT SAVINGS PLAN

ELIGIBILITY

Mandatory enrolment for Full-Time Employees in Classifications 2 and 3 and Grandparented Employees hired on or after January 1, 2008, in the Hospitality Services Staff Bargaining Unit

WAITING PERIOD BEFORE ENROLMENT

- After expiry of probationary period.

CONTRIBUTIONS FOR SPECIFIC SITUATIONS

- Active (regular) employment - Employee deductions on 3.5% of base pay up to the YMPE and 5% of base pay above the YMPE, on a biweekly basis (“Required Contributions”);
- Employee option to contribute while on pregnancy leave, parental leave, Family Medical Leave and WSIB, at the same rate as active Employee Required Contribution rates, with Employer matching contributions based on active employment rules;
- No option for Employees to contribute while on Unpaid Leave of Absence, Unpaid Sick Leave;
- Voluntary additional contributions to the Canada Revenue Agency maximum total annual contribution level (“Voluntary Contributions”).

EMPLOYER CONTRIBUTION FORMULA

- Matching Employee required contributions, no match on Employee voluntary contributions.

COVERED PAY

- Regular base earnings.

PAYMENT OF FEES

- Paid from the Plan

INVESTMENT

- The Employee will have options to invest theirs and the Employer’s matching contributions, and voluntary contributions, through a variety of investment options representing the following bases: conservative, moderate and aggressive. The amount of the contributions and the performance of the investment will determine the amount accruing to the Employee at the point of retirement.
- As the Employee is enrolled in the Group RRSP, the Employee will have access to investment information with respect to the investment options.
- Employees considering retirement have access to pre-retirement planning seminars.

FLEXIBILITY

- In the event that the Employee leaves the employ of the University prior to retirement, the Employee's portion of the Group RRSP (including Employee and Employer contributions to the date of leaving) will be converted to an individual RRSP that the Employee takes with them on leaving the University's employment.

APPENDIX E – SNOW CLOSURES

The Parties agree that Employees will receive a payment in lieu of the application of the University Snow Closure Policy. The Employer agrees to pay the following lump sum amounts, payable on the first pay date in January of each year of this Agreement:

Employees	2011	2012	2013	2014	2015	2016
Full-Time Employees	\$97.50	\$97.50	\$97.50	\$97.50	\$97.50	\$32.50
Part-Time Employees	\$48.75	\$48.75	\$48.75	\$48.75	\$48.75	\$16.25

APPENDIX F – POST RETIREMENT BENEFIT CO-PAY PROGRAM

Full-Time Employees hired on or after January 1, 2011, shall be eligible for post retirement benefits so long as they:

- have completed the required years of continuing service as at the date of their retirement in accordance with the table below, and have participated in the extended health and dental benefit plans available to Employees during that period; and
- have attained a minimum age of 60 as at the date of retirement;

Upon retirement, eligible retirees may elect to participate or not in the Co-Pay Program. Retirees who elect to participate shall contribute a percentage of the yearly cost of post-retirement benefits to the University, in accordance with the table below. Contributions shall be made on a monthly basis.

The yearly cost of post-retirement benefits to the University shall be determined by the University in the fall of each year, to be effective the following May 1. Retirees who elect to participate may permanently opt-out at any time thereafter, effective the first of a month.

Years of Continuing Service Percentage of Yearly Cost	Percentage of Yearly Cost Payable by Retirees	Percentage of Yearly Cost Payable by University
30 or more	25	75
25 or more but less than 30	50	50
20 or more but less than 25	75	25
10 or more but less than 20	100	0

APPENDIX G – EMPLOYEE CONTRIBUTIONS TO THE HOURLY PENSION PLAN

Employees eligible to participate in the Hourly Pension Plan for Employees of McMaster University in accordance with Article 23.03 shall make Employee Contributions to the Plan in accordance with the following table:

	Employee Contribution Rate on Regular Annual Salary	Employee Contribution Rate on Regular Annual Salary
	Up to YMPE *	In Excess of YMPE
Current	3.50% of wage rate	5.00% of wage rate
Effective March 4, 2012	4.50% of wage rate	6.00% of wage rate
Effective Sept 2, 2012	5.50% of wage rate	7.00% of wage rate
Effective March 3, 2013	6.00% of wage rate	8.00% of wage rate
Effective Feb 16, 2014	6.50% of wage rate	8.75% of wage rate

Such Employee Contributions shall be automatically deducted from Employees' bi-weekly pay.

* YMPE means the year's maximum pensionable earnings as defined by the Canada Revenue Agency. For 2011, YMPE is \$48,300.00 and will increase on a calendar basis.

APPENDIX H – RETIREMENT INCENTIVE PROGRAM

1. Subject to paragraphs 2, 3, 4 and 5, an Eligible Employee who has attained her Rule of 80 and elects to retire is entitled to receive a monthly pension in accordance with the terms of the Contributory Pension Plan for Hourly-Rated Employees of McMaster University (the "Pension Plan"); and

Under 60 Years of Age

- (a) If, as at the date of retirement, the Eligible Employee is under the age of 60, she will be eligible to receive:
 - i. a one-time lump sum retiring allowance in the gross amount of \$20,000, payable on the second regular pay date following retirement; plus
 - ii. a monthly payment of \$500 beginning with the month in which the Eligible Employee retires and ending with the month preceding the month in which the Eligible Employee is eligible to receive the pension bridge payable in accordance with the terms of the Pension Plan; plus
 - iii. At age 60, the pension bridge payable in accordance with the terms of the Pension Plan;

60 Years of Age or Over but Under 65 Years of Age

- (b) If, as at the date of retirement, the Eligible Employee is 60 years of age but under the age of 65 she will be eligible to receive:
 - i. a one-time lump sum retiring allowance in the gross amount of \$30,000, payable on the second regular pay date following retirement; plus

- ii. the pension bridge payable in accordance with the terms of the Pension Plan.

65 Years of Age or Over

- (c) If, as at the date of retirement, the Eligible Employee is 65 years of age or older, she will be eligible to receive a one-time lump sum retiring allowance in the gross amount of \$30,000, payable on the second regular pay date following retirement;
- 2. All payments made in accordance with paragraph 1 are subject to all applicable statutory deductions and remittances.
- 3. In order to be eligible for the payments in paragraph 1, an Eligible Employee must provide the University's Chief Human Resources Officer at least 3 months written notice of her intention to retire and the retirement date must occur on the first May 1 following the date the Eligible Employee attains her Rule of 80.
- 4. As applicable to Eligible Part-Time Employees, all dollar amounts specified in paragraph 1 shall be reduced to 60% (\$20,000 to \$12,000; \$500 to \$300; \$30,000 to \$18,000).
- 5. The following Employees shall each be an "Eligible Employee" for the purposes of paragraphs 1, 2 and 3:

As at April 1, 2011

SURNAME	FIRST NAME
AGRESTA	MARIA
ARFUSO	VINCENZA
BOUNDRIS	ARTEMISIA
BURKE	CHRIS
CARAVAGGIO	ANGELA
CHURCH	ALLAN ROBERT
DIMOPOULOS	SOPHIE
HAMILTON	BEVERLEY
JOVANOVIC	VOJKA
LOFARO	ASSUNTA
LONGO	ROSA
MCINTYRE	CAROL ELIZABETH
REID	VALERIE
SPICER	VALERIE
CROOKER	LINDA
PUGLIESE	CLAUDETTE
SULLIVAN	ANNE MARIE
MAY	RUTH

As at April 1, 2012

SURNAME	FIRST NAME
DEMIGLIO	AURORA
TSIKNIAS	VICKY

As at April 1, 2013

SURNAME	FIRST NAME
PILEGI	BRIGIDA
RIBEIRO	MARIA
SANTUCCI	CINDY
TEBOW	ROBERT

As at April 1, 2014

SURNAME	FIRST NAME
GREENWAY	WENDY
MORENA	TERESA

As at April 1, 2015

SURNAME	FIRST NAME
COSCARELLA	ELISA
MALLINSON	MARC
TRIANTAFILLOU	MARIA
DRUNGAS	ANNA
ROOT	BONNIE
NG	ALLAN
JONES	JOAN

As at April 1, 2016

SURNAME	FIRST NAME
MANN	COLLEEN
HUGHES	SIMON

LETTER OF UNDERSTANDING – RE: SEASONAL EMPLOYEES

Prior to March 15, 2011, the Employer will designate Employees hired prior to the date of ratification as Annual Employees or Seasonal Employees, in accordance with the following process:

1. all full-time and part-time annual positions shall be posted for which any Employee may apply;
2. full-time and part-time annual positions shall be awarded to Employees in accordance with Article 20.03;
3. in the event any of the posted annual positions are not awarded per #2, the Employer may fill them in any manner it deems appropriate or may choose not to fill them;
4. for all full-time and part-time seasonal positions for which there is an incumbent, the Employer shall ascertain the preference of each incumbent as to whether or not they wish to retain their position; prior to indicating their preference, the Employer will confirm for each incumbent that her position will be seasonal; it's location; whether it is full-time or part-time and the anticipated schedule of hours; those Employees indicating a preference to retain their position will do so;
5. all full-time and part-time seasonal vacancies (those positions for which there is no incumbent or for which the incumbent has indicated a preference not to retain) shall be posted for which any Employee may apply (except those Employees who have been awarded an annual position per #2);
6. all full-time and part-time seasonal vacancies shall be awarded to Employees in accordance with Article 20.03;
7. in the event any of the posted seasonal vacancies are not awarded per #6, the Employer may fill them in any manner it deems appropriate or may choose not to fill them;

With respect to Employees hired on or after the date of ratification, the job posting will specify whether the position is annual or seasonal, the position's location, and whether it is full-time or part-time.

No later than March 31 of each year, the Employer will notify each Seasonal Employee of her last day of work in April.

It is understood that, with the introduction of Seasonal Employees, there will no longer be a mass annual "summer layoff".

Seasonal Employees who are available for work during their non-working period each year shall advise the Employer in writing no later than March 31. To the extent work is available during May to August, inclusive, when it is offered, it will be offered to those Employees within classification in accordance with Article 20.03. Employees may choose to work or not when requested. Employees who choose to accept an offer of work during this period will be paid at their normal hourly wage rate and, subject to Articles 23.01(g) and 23.03(d), shall remain

ineligible for participation in the benefit plans and Pension Plan until the resumption of their normal seasonal working period, subject to the rules of eligibility in accordance with Article 23.

LETTER OF UNDERSTANDING – RE: STAFFING

As at December 31, 2010, the Employer employs 171 Employees. In 2011, the Employer anticipates an uptake on the Retirement Incentive Program of 13-15 Employees which could be as many as 18 Employees. The Employer also anticipates that it will employ approximately 162 Employees as at September 2011.

The Employer agrees that for the months of January, February, March and April 2011, it will maintain the status quo with respect to scheduling, positions and the use of casual employees.

The Employer shall employ 171 Employees as at December 31, 2013.

SCHEDULE II – RETURN TO WORK PROTOCOL

1. The union shall forthwith cease all picketing activity and allow free and unimpeded access to, and egress from, all University facilities and property;
2. The union shall forthwith remove, and properly dispose of, all strike-related materials, equipment, barrels, skids, any apparatus, debris, garbage etc. from University property;
3. All bargaining unit employees actively at work during some or all of the period from January 7, 2011, to and including January 14, 2011, will continue to work, fulfilling their regular duties;
4. All other bargaining unit employees will return to their regular work duties on January 17, 2011, or their first normally scheduled shift as posted thereafter;
5. It is understood that benefits coverage for bargaining unit employees, except those employees referenced in paragraph 3, ceased effective January 7, 2011, and will be reinstated January 17, 2011;
6. It is understood that employees who were participating in the Hourly Pension Plan immediately prior to January 7, 2011, continued to participate in the Hourly Pension Plan during the period from January 7, 2011, to and including January 14, 2011, without interruption; further, the normal bi-weekly employee contributions to the Hourly Pension Plan will be deducted from employees' future pay with respect to that period;
7. Union dues will not be deducted from any employee for the period January 7, 2011, to and including January 14, 2011.

Schedule III
McMaster University
Hospitality Services
Apprenticeship Programme
(HSAP)

Section 1 – General Information

Section 2 – Eligibility

Section 3 – Selection

Section 4 – Scheduling

Section 5 – Resulting Vacancies / Completion of Apprenticeship

Section 6 – Employee Status

Section 7 – Terms and Conditions of Employment for Internal Apprentices

Section 8 – Terms and Conditions of Employment for External Apprentices

Section 1 – General Information

- 1.01 This document shall be known as the McMaster University Hospitality Services Apprenticeship Programme (HSAP) and shall constitute an appendix to the current collective agreement between McMaster University Hospitality Services and Service Employees International Union, Local 2, BGPWU.
- 1.02 The HSAP for Cooks at McMaster University is supported by Hospitality Services (The Employer) and the Employer's training of apprentices is carried out in the various facilities operated by McMaster University Hospitality Services under the supervision of the Executive Chef of the Department.
- 1.03 The HSAP for Cooks at McMaster University is conducted under the Apprenticeship and Certification Act developed by the Ministry of Training, Colleges and Universities. At the end of the programme, an apprentice is required to pass an Apprenticeship Trade Certification Examination and to obtain a Certificate of Qualification in the Inter-provincial Standards Programme, or "Red Seal".
- 1.04 The number of apprentices Hospitality Services may employ each year will be determined by each year's budget and may increase or decrease as the case may be. Nevertheless, whenever possible the Employer agrees to employ up to a maximum of 3 new Apprentices each year. Once an individual enters into HSAP, the Employer will continue to provide the apprenticeship for the duration of the program, except as otherwise provided in this document.

Section 2 – Eligibility

- 2.01 Before an individual enters the HSAP at Hospitality Services, he or she must meet the minimum age and educational requirement, and determine the length and duration of the programme with the Employer. Upon completion of the trial period, the individual must sign a formal Contract of Apprenticeship.
- 2.02 The Ministry of Training, Colleges, and Universities requires all Apprentices in the province of Ontario possess a Grade 12 education. McMaster University Hospitality Services will endeavour to assist Employees who wish to obtain a Grade 12 education for the purpose of applying to the HSAP in accordance with McMaster University policies and procedures as well as the collective agreement.
- 2.03 All employees of the SEIU, Hospitality Services bargaining unit who meet the educational requirements set out by the Ministry will be eligible to apply for acceptance into the HSAP.

Section 3 – Selection

- 3.01 Selection for acceptance into the HSAP will be conducted in accordance with the same procedure as outlined in Article 20.01 in the collective agreement for job postings. When an "Apprenticeship Vacancy" is posted, it will be posted for 5 working days and current employees in the bargaining unit will be considered first before the Employer considers external candidates.

- 3.02 When an “Apprenticeship Vacancy” is posted, it will state the qualifications, conditions and expectations required of an apprentice, as well as the estimated “in-school” period and length of the apprenticeship.
- 3.03 When considering internal candidates for an “Apprenticeship Vacancy”, which shall not be exercised in an unfairly discriminating manner, and the qualifications are relatively equal as between 2 or more Employees, seniority shall govern based on the following prioritization:
- Full-time 3rd Cook (No RED SEAL) by seniority
 - Full-time employees in other positions by seniority
 - Part-time 3rd Cook (No RED SEAL) by seniority
 - Part-time employees in other positions by seniority
- 3.04 An internal Apprentice will be subject to a 480-hour trial period. If during this trial period the Employer determines that an Employee should not continue his or her Apprenticeship, or if during this trial period the Employee determines that he or she does not want to continue with his or her Apprenticeship, then that Employee will be returned to his or her original position, as will the Employee filling the temporary vacancy left by the internal Apprentice. If the Employer elects to terminate an Employee’s Apprenticeship during his or her trial period, then that Employee will be notified in a meeting with the Employer, and the Employee may elect to have a union steward attend at such meeting.
- 3.05 Should an Employee fail to successfully complete an in-school portion of his or her Apprenticeship, then the Employer may elect to discontinue that Employee’s Apprenticeship and return that Employee to his or her original position, as well as the Employee filling the temporary vacancy left by the Apprentice. An Employee who has his or her Apprenticeship terminated as result of failing an in-school portion of his or her Apprenticeship shall not have recourse to the grievance procedure.

Section 4 – Scheduling

- 4.01 An Apprentice in the Apprenticeship Programme will at times be required to work evening and weekends.
- 4.02 An Apprentice will be notified of his or her schedule in the same manner as other Employees in the bargaining unit. Such Apprentice will be scheduled in the same manner as other Employees who work “floating” schedules.
- 4.03 An Apprentice will be scheduled for up to 40 hours per week.

Section 5 – Resulting Vacancies / Completion of Apprenticeship

- 5.01 If the Employer chooses to fill the position left vacant by a successful internal candidate, and any consequent vacancy, such vacancies will be posted in accordance with Article 20.

5.02 An internal Apprentice and any Employee filling a consequent vacancy, will be returned to his or her original position following the completion of the HSAP.

Section 6 – Employee Status

6.01 For the duration of the HSAP, the Apprentice will be considered an Annual Employee and cannot be subject to layoff.

Section 7 – Terms and Conditions of Employment for Internal Apprentices

7.01 An internal Apprentice will maintain in full all of his or her rights and entitlements under the collective agreement as a member of the SEIU, Hospitality Services bargaining unit for the entirety of his or her Apprenticeship except as abridged by this document.

7.02 An internal Apprentice will be paid the greater of: (i) her normal hourly wage rate for all hours worked during the Apprenticeship; or (ii), as follows:

- 65% of 3rd Cook (RED SEAL) wages for hours 1-2000 of his/her Apprenticeship.
- 75% of 3rd Cook (RED SEAL) wages for hours 2001-4000 of his/her Apprenticeship.
- 85% of the 3rd Cook (RED SEAL) wages for hours 4001-6000 of his/her Apprenticeship.

7.03 An internal Apprentice will not be paid wages during the in-school portion of his/her Apprenticeship.

Section 8 – Terms and Conditions of Employment for External Apprentices

8.01 The collective agreement shall not apply to an external Apprentice, except the following Articles: 1, 2, 3, 4, 5, 6, 7, 8, 9, 12, 25, 28, 29 and 30.

8.02 An external Apprentice will be paid as follows:

- 65% of 3rd Cook (RED SEAL) wages for hours 1-2000 of his/her Apprenticeship.
- 75% of 3rd Cook (RED SEAL) wages for hours 2001-4000 of his/her Apprenticeship.
- 85% of the 3rd Cook (RED SEAL) wages for hours 4001-6000 of his/her Apprenticeship.

8.02 An external Apprentice will not be paid wages during the in-school portion of his/her Apprenticeship.

8.03 An external Apprentice who fails to complete the HSAP will be terminated. Such a termination is not grievable.

An external candidate while in the HSAP will receive performance assessments based on criteria established by the Ministry of Training, Colleges and Universities. Such assessments are not subject to the grievance process.

SIGNED by the duly authorized representatives of the Parties.

McMASTER UNIVERSITY



Vice-President, Administration

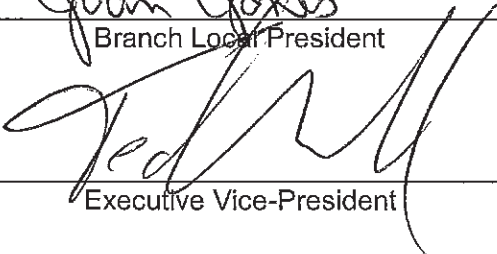


Chief Human Resources Officer

Service Employees' International Union - Local 2
Brewery, General & Professional Workers' Union



Branch Local President



Executive Vice-President