

COLLECTIVE AGREEMENT



Between

McMaster University

and

**Service Employees International Union, Local 2.on BGPWU
(Operations & Maintenance Staff, Casual Cleaners)**

2010 – 2015

TABLE OF CONTENTS

ARTICLE #	ARTICLE	PAGE #
	Purpose/Preamble	1
1	Term of Agreement	2
2	Recognition	2
3	Definitions	3
4	Management Rights	4
5	Union Representation	4
6	No Harassment/No Discrimination	7
7	Joint Working Conditions Committee	8
8	No Strike/No Lockout	9
9	Health & Safety	9
10	Grievance Procedure	12
11	Arbitration	13
12	Discipline & Discharge	14
13	Hours of Work	15
14	Overtime	16
15	Paid Holidays	17
16	Vacations	19
17	Probationary Employment	21
18	Seniority	21
19	Layoff & Recall	22
20	Job Posting	24
21	Wages	25
22	Injury & Illness	27
23	Welfare Benefits	31
24	Pregnancy/Parental Leave	33

25	Leave of Absence	35
26	Tuition Assistance/Bursary Program	36
27	Tool Allowance	36
28	National Security	37
29	Paid Education Leave (PEL)	37
30	Contracting Out	37
	APPENDICES	
	Appendix A(i) - Job Classifications, Stipulated Hourly Job Rates and Lump Sum Payments	38
	Appendix A(ii) - Stipulated Hourly Job Rates and Lump Sum Payments for Grandparented Employees	39
	Appendix B - Post Retirement Benefit Co-Pay Program	40
	Appendix C - Employee Contributions to the Hourly Pension Plan	41
	Appendix D - Group Registered Retirement Savings Plan	42
	Appendix E - Introduction of an Alternate Shift for the Custodial Operation	43
	LETTERS OF UNDERSTANDING	
	Tuition Bursary Plan	44
	Personal Protective Equipment	44
	Professional Development and Training	44
	Retirement Incentive Program	46
	CASUAL CLEANERS COLLECTIVE AGREEMENT	48 - 63

THIS AGREEMENT made as of the 13th day of September, 2010

BETWEEN:

McMASTER UNIVERSITY

(hereinafter called the "Employer")

OF THE FIRST PART

- and -

S.E.I.U., Local 2
Brewery, General & Professional Workers' Union
(Operations & Maintenance Staff, Casual Cleaners)

(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 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 September, 2015.

1.02 This Agreement shall continue automatically thereafter for annual periods of 1 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 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

S.E.I.U. Local 2
Brewery, General & Professional Workers' Union
#2 Airport Square, Suite 200
2600 Skymark Avenue
Mississauga, Ontario
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 University recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining in respect to rates of pay, hours of work, and other working conditions for all Employees of the University involved in the maintenance and service of grounds and buildings of the University located at 1280 Main Street West, Hamilton, Ontario, save and except:

- a) supervisors and persons above the rank of supervisor;
- b) stationary engineers and persons primarily engaged as their helpers;
- c) 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;

- d) persons regularly employed for not more than 24 hours per week; and
- e) students hired for the school vacation period.

Consistent with the above, new buildings owned and operated by the University, and vacancies supported by a business need, will be staffed by bargaining unit Employees. It is understood that persons performing work in the McMaster University Medical Centre, the McMaster University Student Centre and the Institute for Applied Health Sciences are not members of the Bargaining Unit;

- 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:
- a) training and experimentation;
 - b) emergencies;
 - c) 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 stipulated.

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.

Employee(s): refers to any or all of the Employees in the Bargaining Unit, except where the context otherwise provides.

Employer: refers to McMaster University (the University).

Grandparented Employee(s): refers to any or all of the Employees in the position of Labourer, Custodian 4 or Custodian 3, as at September 30, 2010.

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.

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

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

ARTICLE 4 - MANAGEMENT RIGHTS

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

- (a) maintain order, discipline and efficiency;
- (b) hire, direct, classify, transfer, promote, layoff and for just cause, to demote, 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 to be observed by Employees. Such rules will not be inconsistent with the provisions of this Agreement, governing the conduct of the Employees, it being understood that any new or modified rule or regulation affecting members of the SEIU Local 2 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) The Employer will recognize up to 12 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 Union Stewards shall be on nights and 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.

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.

- (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 5.03(c);
 - (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 full-time 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.

5.05 Bulletin Boards

- (a) The Employer agrees that an enclosed bulletin board covered with plexiglass and securable with a locking device will be placed in each Team area at a location deemed most appropriate and accessible to those Employees normally working there.
- (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 cellular telephone 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 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

- (a) 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.
- (b) 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.
- 7.06 Each Committee member will receive a copy of the meeting minutes and minutes will be posted on bulletin boards.

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) McMaster University is committed to providing and maintaining healthy and safe working 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, training, equipment and resources to maintain the Internal Responsibility System and to ensure compliance with this policy, internal health and safety programs and all relevant

statutes. Directors, Managers, Co-ordinators, etc. are accountable for the safety of Employees who work within their area of jurisdiction and for compliance with statutory and University requirements and the support of Joint Health and Safety Committees (JHSC).

- (c) Employees are required to work in compliance with statutory and University requirements and to report unsafe conditions to their Supervisor.
- (d) 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.
- (e) 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 Committees for Facility Services.

9.03 Health and Safety Committees

- (a) The Employer shall maintain a series of Joint Health and Safety Committees (JHSC) 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 shall elect worker representatives to the CJHSC and JHSC. All members of the CJHSC representing both management and workers will be certified members. The Employer agrees to pay the costs for certification training.
- (e) Employees, once elected, will be provided with access to the basic certification training program available locally, and unless otherwise agreed to by the Parties, subject to approval of the Supervisor.
- (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 JHSC and CJHSC.

- (h) All Employees acting in the capacity of Group Leader shall receive the appropriate health and safety training in accordance with the provisions of the OSHA.

9.04 Safety Equipment

- (a) The Employer agrees to provide protective equipment and clothing when required by the OSHA and regulations, and 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 and clothing.
- (b) The Employer agrees to reimburse the cost of safety shoes and/or boots to a maximum of \$160 per year for Employees who are required to wear them in the performance of their duties.
- (c) The Employer agrees to reimburse 100% of the cost of 1 pair of prescription safety glasses (lens and frames) to a maximum of \$250 every 2 years for Employees required to wear them in the performance of their duties. This is in addition to vision benefits covered under the Extended Health Care Plan outlined in Article 23.
- (d) The Employer shall provide to each Employee their own pair of insulated coveralls or parka to those Employees required to work outside from the months of October to April inclusive.
- (e) To be eligible for reimbursement noted under Articles 9.04(b) and (c), the protective equipment must be designated as required by the Employer and must meet all relevant standards specified by the Employer.
- (f) The Employer will provide sun screen and insect repellent to those Employees who require them.

9.05 Uniforms

- (a) Subject to Article 9.05(b), the Employer will provide uniforms at no cost for all Employees employed in the Bargaining Unit, and Employees will be required to wear such uniforms. Uniforms will be replaced as required.
- (b) With the exception of calendar year 2012, the Employer will provide Employees with uniform vouchers for 4 pieces of clothing each year. In calendar year 2012, only newly hired Employees will be provided uniform vouchers for 4 pieces of clothing.
- (c) The Employee has a choice of wearing either a smock or pant suit.
- (d) Matters related to uniforms will be discussed at JWCC; a task force may be established by JWCC for this purpose.

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. When no action is taken to submit the matter to the next Stage within the time limits set out in this Article, the grievance will be deemed to have been withdrawn or settled, as the case may be.
- (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. 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 first discuss such complaint with her Supervisor or designate 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 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 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 of the AVP, Facility Services or designate, 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 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

- 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 11, 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 the Employee for the purpose of taking disciplinary action. If the Employee chooses to exercise this right and a Union Steward is not available, she may elect to have another Employee who is immediately available attend the meeting.

(b) It is recognized that it may be necessary to convene a meeting with an Employee for the purpose of taking disciplinary action without the presence of a Union Steward or another Employee. In such cases the Branch Local President will be notified as soon as possible after the meeting.

12.02 Progressive Discipline

(a) The University will not rely on warnings or reprimands in an Employee's HR file for the purpose of issuing further discipline that are more than 18 months old, unless the Employee has had a subsequent warning for an offence during that period.

(b) The University will not rely on warnings or reprimands in an Employee's HR file for the purpose of issuing further discipline that are more than 24 months regarding suspensions unless the Employee has had a subsequent warning for an offence during that period.

(c) An Employee shall be entitled to review the Employee's personnel 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 files. 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 Human Resource representation 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 AVP, Facility 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) re-instating 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) Subject to Articles 13.01(b) and (c), the regular work week for all Employees shall consist of 40 hours made up of 8 hour shifts per day which shall be worked within a continuous 8½ hour period Monday to Friday, inclusive, to be worked in accordance with the schedules of operations posted by the Employer from time to time.
- (b) The Employer does not guarantee to provide work for any Employee or to maintain the work week or working hours presently in force.
- (c) The Employer, at its sole discretion, may decide to change the number of hours worked in a shift or week, or when such hours are worked.

13.02 Rest Periods

Breaks

- (a) Employees working a shift of 8 hours or more are entitled to 2 break periods of 15 minutes each without loss of pay. Employees working a shift of less than 8 hours are entitled to 1 break period of 15 minutes without loss of pay.

Meal Period

- (b) 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 in accordance with Article 13.01 shall be granted at least 4 hours of work or, if no work is available shall be paid for all hours worked for a minimum of 4 hours at their regular hourly rate.

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 within the first hour of 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 by her in any day in excess of the hours, stipulated in her schedule of operations referred to in Article 13.01, except when such Employee works such excess hours because of mutual agreement with respect to a change of hours or shift. Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked but may, by mutual agreement, take time off up to equivalent overtime worked. An Employee shall be paid at the rate of 1 ½ times her applicable hourly rate for hours worked on Saturday and 2 times her applicable hourly rate for hours worked on Sunday, for this purpose Saturday and/or Sunday shall be considered to be the 24 hour period commencing with the start of the night shift (11:00 p.m. Friday and 11:00 p.m. Saturday) on either of these two days.
- (b) An Employee may elect to accumulate overtime (for the purpose of taking compensating time off in lieu at a later date) to a maximum at any given time of 40 hours. This time to be taken only with the prior approval of, and at the sole discretion of, the AVP, Facility Services, (or in the event of his absence, a designate), and must be used at the rate so earned at 1½ times (i.e. 8 hours worked 12 hours time off) by the end of each fiscal year currently May 1 to April 30). Accumulated time not taken off by April 30 will be cashed out to the Employee. An Employee shall be granted one opportunity at her discretion to cash out the balance of her accumulated overtime prior to April 30.
- (c) For Employees whose regularly scheduled work week includes a Saturday and/or Sunday, overtime is calculated at 1½ times her applicable hourly rate for all hours worked on her first day off and 2 times her applicable hourly rate for all hours worked on her second day off. For this purpose, the first and second days off shall be considered to be the 48 hour period commencing at 10:00 p.m. of the day immediately preceding the first day off and concluding 10:00 p.m. of the second day off.

- 14.02 (a) Overtime shall be distributed as evenly as far as possible among the Employees normally performing the work to be done, having due regard to the skill and ability required. Accumulated hours of overtime by Employees will be posted at 3-month intervals.
- (b) Overtime will be on a voluntary basis provided that sufficient, qualified Employees can be obtained to meet the 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 2 hours or more on short notice (same day), will be provided with a \$15.00 meal allowance.
- 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 15.06, inclusive, Employees are entitled to 14 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, & 14: 4 paid days between December 24 and January 2, inclusive, as scheduled by the Employer.
- (b) Subject to 15.03(b,) all Employees shall be scheduled off for a continuous period at least between December 25 and January 1, inclusive;
- (c) Any short-fall in pay during the period between December 24 and January 2, inclusive, may be made up by using Personal Leave Days if available in accordance with 25.02, accrued time from an Employee's CTO bank or vacation time, in that order; otherwise, such shortfall shall be unpaid.

* **Note:** With respect to any Employees required by the Employer for spring Convocation the Monday immediately following Victoria Day shall be considered their holiday in lieu of Victoria Day.

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 12 midnight of the day preceding the Paid Holiday and ending 12 midnight 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 10 p.m. of the day preceding the Paid Holiday and ending 10 p.m. 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 given an alternate day off and shall be paid 8 hours at her regular hourly rate ("Holiday Pay") for such alternate day. The Employer will advise the Employee of the date of the alternate day off. In lieu of Good Friday, custodial Employees on the night shift will have as a Paid Holiday the period from 11 p.m. on Easter Sunday to 7:30 a.m. on Easter Monday.
- (b) If an Employee is required to work on a Paid Holiday and 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.

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) and (d), Employees shall be entitled to vacation at their regular rate of pay as follows:

Length of Continuous Service as at June 30th	Entitlement
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)(i) Subject to Article 16.01(c)(ii), effective July 1, 2011, Grandparented Employees and Employees in job classification 1 shall be entitled to vacation at their regular rate of pay, as follows:

Length of Continuous Service as at June 30th	Entitlement
10 months or less	1 day for each full month of service
over 10 months	2 weeks
over 10 years	3 weeks
over 18 years	4 weeks
over 30 years	5 weeks

- (c)(ii) Grandparented Employees and Employees in job classification 1 who, prior to July 1, 2011, had an accrued annual vacation entitlement in excess of the annual entitlement outlined in Article 16.01(c)(i) shall retain such annual entitlement but any additional accrual of annual entitlement shall be in accordance with Article 16.01(c)(i).
- (d) If during the 12 month period preceding June 30th:
 - (i) an Employee is absent from work for a total of less than 3 months, she shall receive her full vacation entitlement;
 - (ii) an Employee is absent from work for a total of 3 or more months but less than 6 months, she shall receive $\frac{3}{4}$ of her vacation entitlement; or
 - (iii) an Employee is absent from work for a total of 6 or more months but less than 9 months, she shall receive $\frac{1}{2}$ of her vacation entitlement; or
 - (iv) an Employee is absent from work for a total of 9 or more months but less than 12 months, she shall receive $\frac{1}{4}$ of her vacation entitlement; or
 - (v) an Employee is absent for any reason for a total of 12 months or more she shall receive no vacation entitlement.
- (e) For the purpose of Article 16.01(d), "absent from work" is defined as absence resulting from layoff, leave of absence or suspension.

16.02 Scheduling

- (a) Subject to the University's work requirements and recognizing a preference for the months of May to September, vacations will be granted with preference based on seniority. Vacation scheduling will take priority over requests for leaves of absence.
- (b) Employees shall submit vacation requests as far in advance as possible. In order to be granted vacation by seniority, Employees must submit their vacation requests by December 1 for the following calendar year. Vacation schedules will be posted each year on or before the first business day following New Year's Day. After the vacation schedule is posted, variations from the schedule will be permitted only under extenuating circumstances that are approved by the AVP, Facility Services.
- (c) An Employee may elect to carry over up to 50% of her normal vacation entitlement to the following year. Employees must take a minimum of at least 2 weeks vacation in the year for which it was earned and any vacation carried over shall be taken in the following year, subject to Article 16.02(a).

16.03 End of Employment

- (a) Subject to Article 16.03(b), 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 30 th
3 weeks	A sum equal to 6% of earnings from previous June 30 th
4 weeks	A sum equal to 8% of earnings from previous June 30 th
5 weeks	A sum equal to 10% of earnings from previous June 30 th
6 weeks	A sum equal to 12% of earnings from previous June 30 th

- (b) Effective July 1, 2011, for a Grandparented Employee and an Employee in job classification 1, in the event her 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 30 th
3 weeks	A sum equal to 6% of earnings from previous June 30 th
4 weeks	A sum equal to 8% of earnings from previous June 30 th
5 weeks	A sum equal to 10% of earnings from previous June 30 th

ARTICLE 17 – PROBATIONARY EMPLOYMENT

- 17.01 (a) A new Employee shall be considered as a probationary Employee for the period of 60 worked days 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. This probationary period does not apply to an Employee who has already completed her probationary period as a Casual Cleaner under the Casual Cleaners Collective Agreement.
- 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) is absent due to illness or accident for a period of at least 24 consecutive months, subject to the Ontario Human Rights Code;
- (e) is absent from work without authorization from her Supervisor and without reasonable justification for 5 consecutive Working Days and fails to contact her Supervisor within 7 calendar days from the date a notice was sent by registered mail to the Employee's current address on file; or
- (f) attains age 65 while on layoff.

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 one 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 Articles 19.02 - 19.06 do not apply to Temporary Employees.

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

(b) In the event of a layoff, the Union Steward will be the last person to be laid off from her position.

19.03 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

19.04 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 or lower classification, provided the displacing Employee can perform the job of the equal or lower paying classification 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 19.05.

19.05 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 or lower 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 19.05(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.

19.06 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 The University will post a vacancy which 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 therefore should be submitted. An Employee on vacation during the posting of a position may submit an application within 6 working days of the posting closing and such application will be considered. The Employer will post the name of the successful applicant when the position has been filled.

20.02 An afternoon or night shift Employee may apply for a vacancy on the day shift by notifying Human Resources Services, Campus Services Building of her desire to change shifts.

20.03 Promotions and demotions shall be based on the following factors:

- (a) seniority;
- (b) the requirements and efficiency of operation and the 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. When necessary the senior applicant shall be given an orientation period of 10 working days in order to demonstrate her qualifications as in (b) above.

20.04 Trial Period

The successful applicant shall be placed on trial for a period of 60 (sixty) worked days. 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 job classification, she 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.

This article shall be extended to apply to any Employee who transferred from the Casual Custodial bargaining unit, on the basis that her "former position" is recognized as being her previous employment under the Casual Custodial collective agreement.

20.05 Temporary Employees

- (a) Employees may be hired for a specific term, not to exceed 60 worked days in a 1 year period to replace an Employee on leave of absence or to perform a specific task. On mutual agreement of the Union and the University, the time may be extended.
- (b) The release or discharge of such Employees shall not be the subject matter of a grievance. The Employer will inform the Employees selected to fill such temporary positions and the Union the reasons of such vacancy and the specific conditions related to such employment.

ARTICLE 21 - WAGES

21.01 Pay Equity

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 (a) The job classifications and hourly wage rates are as set out in Appendix "A(i)" hereto. Hourly wage rates for Grandparented Employees are as set out in Appendix "A(ii)" hereto. Such wages shall be paid bi-weekly on Fridays or the immediately preceding business day should the regular pay day be a holiday. Where there is a shortage of pay on an Employee's cheque in excess of \$25.00, the Employer shall issue a cheque for the outstanding balance within 3 working days of notification.
- (b) Employees who are scheduled and work the afternoon or night shift will be paid an additional 80 cents per hour for each hour worked.
- (c) Employees working a regularly scheduled shift between 10:00 p.m. Friday night and 10:00 p.m. Sunday night are entitled to a premium of 80 cents per hour for each hour worked during this period.
- (d) Employees required to spray paint, hang paper, or operate a chain saw, will be paid a premium of 35 cents per hour for such hours as they are so employed.
- (e) Employees required to work or train on a swing stage, in the carrier basket of the ladder truck or on aerial work platform, will be paid a premium of 80 cents per hour for such hours as they are so employed.

21.03 Group Leader Premium

- (a) A Group Leader is an Employee who is given an assignment by the Supervisor to co-ordinate the work of other Employees or is required to fill in for the supervisor in her absence. This responsibility may be additional to the Employee's regular work. A Group Leader does not have the right to discipline Employees but is responsible to the Supervisor for the efficient performance of the work of the Employees assigned to the Group Leader. This does not constitute an occupational classification for seniority purposes.
- (b) A Group Leader, when so designated by management, will be paid a premium of \$1.00 for each hour worked during the period in which she is directing the work of Employees. This shall not apply to such ordinary instructions as are directed to Labourers, Helpers or Custodians or to the training of apprentices. A Group Leader does not have the right to discipline Employees but is responsible to the Supervisor for the efficient performance of the work of the Employees assigned to the Group Leader.
- (c) Articles 21.03(a) and (b) do not apply to Employees in the position of Gardener. An Employee in the position of Gardener appointed to direct the work of students during the period beginning with the first day of the first full pay period in May and ending on the last day of the last full pay period in August will be paid a premium of \$5.00 per hour for each hour during this period in which she is directing students' work.

21.04 Apprenticeships

- (a) Apprentices are to be paid in accordance with the following formula:
 - (i) For Employees placed in the Apprentice role before October 1, 2010:
 - 1st 2000 hours - 70% of trades 'A' rate
 - 2nd 2000 hours - 75% of trades 'A' rate
 - 3rd 2000 hours - 80% of trades 'A' rate
 - 4th 2000 hours - 90% of trades 'A' rate
 - (ii) For Employees placed in the Apprentice role on or after October 1, 2010:
 - last 2000 hours prior to certification - 90% of applicable wage rate
 - second last 2000 hours prior to certification - 80% of applicable wage rate
 - third last 2000 hours prior to certification - 70% of applicable wage rate
 - fourth last 2000 hours prior to certification - 60% of applicable wage rate
 - all other hours prior to certification - 50% of applicable wage rate
- (b) An apprentice's seniority date for layoff purposes will be the date of entry to classification 9. All benefits will be based on the date of employment provided there has been no break in service as outlined in Article 18.
- (c) There is no guarantee that an apprentice will be continued in the employ of the University after completion of her apprenticeship.

21.05 Drivers on out of town trips will be reimbursed for reasonable expenses upon presentation of receipts.

21.06 On-Call and Call Back

- (a) Employees in classifications 5, 9 and 10 may be requested by their Supervisor to be On-Call for a period of time, and may elect to accept or refuse such status.
- (b) Employees accepting On-Call status must be available to attend work, without limitation, during their non-scheduled hours. Employees must be able to arrive at the campus within 1 hour of being called and requested to work, and must report to work in a fit state.
- (c) The Employee shall receive 1½ hours at the straight time wage rate for each 8 hours of On-Call status. Employees will accumulate such time until accruals total a multiple of 8 hours. Employees will have the option of being compensated in pay or taking the equivalent time off with pay. Payments for On-Call status are not considered as hours worked for the purpose of overtime calculations. When an Employee On-Call is required to report to work, the Employee will be paid in accordance with the provisions of Article 14 - Overtime.
- (d) The call-in list shall be used in its normal sequence. If, in this sequence, the call is to the Employee On-Call she will be required to attend to work.
- (e) When an Employee who has completed her scheduled shift and has left the University premises is required by her Supervisor or designate to return to work, she shall be entitled to Call-Back pay. An Employee entitled to Call-Back pay will be paid at the rate of 1½ hours for each hour worked.

21.07 Storm Emergencies

- (a) Employees will be covered by the conditions set out in the University's Storm Emergency Policy.
- (b) On "closed" snow days, Employees who are otherwise scheduled to work will be paid whether they come to work or not.
- (c) Employees who report to work and are deemed to be performing essential services on a "closed day" will receive, in addition to their regular wages, equivalent time off at straight time.

ARTICLE 22 – INJURY & ILLNESS

22.01 Sick Leave Due to Non-Occupational Injury or Illness

- (a) After completion of her probation period an Employee 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 shall not exceed 720 hours 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 injury or illness, an Employee who has completed her probationary 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, the Employer will continue to pay 50% of normal wage until the 720th hour of absence.
- (c) When an Employee 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 other provisions of Article 22. The unused vacation will be rescheduled at a later date in accordance with the provisions of Article 16.02.
- (d) For all absences during any one benefit year (i.e. July 1st to June 30th) sick leave benefits will be payable from the fourth full working day of absence due to non-occupational injury or illness.
- (e) 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.
- (f) 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 16 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(d).

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) Upon return to work following an absence of 3 days or more due to injury or illness, a medical certificate, signed by the Employee's doctor, and confirming the Employee's disability for the period of absence must be submitted to the Employee's supervisor.
- (b) The Employee is responsible for costs incurred in connection with attending appointments at, or information required from, the Employee's 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 Workplace Safety and Insurance Board 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.
- (e) 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 19.04.
- (f) An Employee who is employed on the day shift at the time of her disability will be allowed to displace a shorter service Employee on the day shift in accordance with the foregoing.

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 Office of 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 Offices of 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), and (e), Employees, other than those in job classification 1, are eligible to participate in the Extended Health Care Plan, Dental Plan, Group Life Insurance and Accidental Death and Dismemberment Plan. Payment of Employee premiums will be made through bi-weekly payroll deduction.
 - (ii) The Employer will provide every 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, Employees in job classification 1 will be paid, as part of their wage rate, \$2.00 per hour worked, effective October 1, 2010.
- (c) **Extended Health Care 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 Care Plan in effect at the date of ratification, including the implementation of the Rx05 drug formulary for prescription drugs. Participation in this Plan is a condition of employment. Eligible Employees must enroll their eligible family members before benefits are provided.

- (ii) Effective May 1, 2011, with respect to Grandparented Employees:
 1. the Employer shall pay 75% and the Grandparented 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. Grandparented 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 Plan is a condition of employment. Eligible Employees must enroll 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, with respect to Grandparented Employees:

1. the Employer shall pay 75% and the Grandparented Employees shall pay 25% of the billed costs for the Dental Plan in effect at the date of ratification; and
2. Participation in the Dental Plan is optional; and
3. Grandparented 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**

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 Plan 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.

(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.

23.02 Post-Retirement Benefits

- (a) Eligibility for post-retirement benefits is limited to:
 - (i) An Employee hired before October 1, 2004, provided the Employee collects a pension immediately upon leaving the University;
 - (ii) An Employee hired between October 1, 2004, and September 30, 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 October 1, 2010, in accordance with Appendix B 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) Grandparented Employees and Employees in job classifications 4-10 hired before October 1, 2007, are eligible to participate in the Pension Plan. Subject to Article 23.03(c), the Employer will administer the Pension Plan in accordance with the terms and conditions of the text of the Pension Plan as amended February 21, 2001 and the appropriate legislation.
- (b) Employees in job classifications 4-10 and hired on or after October 1, 2007, 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 C.

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 or adoption 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 those 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 SUB 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 on wages 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 (if wages are over \$34,500, the payment is based on 85%) 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 EI benefits).

All benefits paid from the SUB Plan must be in accordance with the agreement filed by the University with Human Resources and Skills Development Canada. As part of the requirements, all such payments by the University can only commence when the Employee provides proof that she is receiving E.I. maternity benefits or that she is disqualified from receiving E.I. maternity 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 the University S.U.B. payments will be retroactive.

All SUB 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 paid Paternity Leave will be granted to an Employee for a period of up to 5 Working Days upon 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- LEAVE OF ABSENCE

25.01 Unpaid Personal Leave

Subject to the University's work requirements, unpaid leaves of absence up to a maximum of 3 months may be granted, at the discretion and approval of the Supervisor. The Employee may continue to participate in the Employer benefit plans, in which they are enrolled immediately prior to the leave in accordance with Article 23, provided she pays both the Employee and the Employer benefit plan premiums in advance. Such leave shall not be granted unless vacation and Personal Leave Day entitlements are exhausted.

25.02 Paid Personal Leave Days

Effective January 1, 2010, Employees in job classifications 4-10 will be granted 2 Personal Leave Days with pay and with no loss of benefits, each calendar year, to be scheduled by agreement of the Employee and her Supervisor.

25.03 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.

25.04 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.

25.05 Bereavement Leave

- (a) An Employee shall be entitled to a leave of absence with pay, to a maximum of 5 Working Days 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) An Employee shall be entitled to a leave of absence with pay, to a maximum of 1 Working Day, in the event of the death of the Employee's spouse's grandparent.
- (c) An Employee who needs to travel out of the country for the purpose of attending the funeral will be granted an additional 3 consecutive unpaid Working Days.

ARTICLE 26 - TUITION ASSISTANCE/BURSARY PROGRAM

26.01 Tuition Assistance Program

The Employer will provide tuition assistance in the amount of 100% of the fee for approved courses taken at McMaster University or other approved institutions for courses which are pertinent to an Employee's present or future duties. 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.

26.02 Assistance will be given for a maximum of 2 full courses (12 units) in the Fall/Winter session and 1 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%.

26.03 Assistance will not usually be approved for courses to be taken during an Employee's normal working hours.

26.04 Application for tuition assistance must be made on the appropriate form and approved by the Employee's supervisor, then forwarded to Human Resources Services for approval prior to registration.

For courses taken at institutions other than McMaster University, the Employee will be reimbursed for one half of the tuition fee on submission of a receipt for fees paid. The remaining one half will be paid to the Employee on successful completion of the course certified by submission of the final grade.

26.05 Tuition Bursary Program

The Tuition Bursary Plan 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.

For eligible classes taken under the Tuition Bursary Plan funds shall be provided on the basis of an amount equal to \$115.00 per unit to a maximum of \$3,450.00 per academic session. The maximum may change from time to time and dependents shall be eligible for such changes.

The Tuition Assistance program shall remain unchanged for Employees.

26.06 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. With the prior approval of her Supervisor, the cost of an Apprentice's books shall also be reimbursed to the Employee upon submission of appropriate receipts.

ARTICLE 27 - TOOL ALLOWANCE

27.01 Employees in job classifications 6-10 will be paid a tool allowance of \$250 effective October 1 of each year of the Agreement.

ARTICLE 28 - NATIONAL SECURITY

28.01 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 29 - PAID EDUCATION LEAVE (PEL)

29.01 Effective October 1, 2010, 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.

ARTICLE 30 - CONTRACTING OUT

30.01 The University shall not contract out work usually performed by members of this Bargaining Unit if, as a result of such contracting out, a lay-off of any Employees other than casual part-time employee results from such contracting out. 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 breach of this provision.

30.02 With regard to custodial/cleaning work, the Employer may use outside contractors and/or other persons outside the Bargaining Unit to perform work solely in relation to the following:

- a) the annual move-in/move-out changeover in student residences occurring during the two week periods following the last exam in April and prior to the Labour Day weekend;
- b) bona fide emergencies (re: circumstances of an unforeseen and short term nature); and
- c) infrequent specialized cleaning not part of regular operations.

To the greatest extent possible, the Employer will continue to offer such work to full-time and then casual employees before utilizing outside contractors, provided they are available, capable of performing such duties and such work does not result in the payment of overtime. The use of outside contractors will not result in any erosion of the Bargaining Unit. For clarity, contractors will not be used for any custodial staffing shortfall.

Full-time custodial/cleaning staff in residences shall handle recycling functions and weekend work on day shifts.

APPENDIX "A(i)"

Job Classifications, Stipulated Hourly Job Rates and Lump Sum Payments¹

Classification	Position	Effective Date							
		Current	DOR ²	9/4/11	3/4/12	9/2/12	3/3/13	2/16/14	1/4/15
10	Electrician Sub-Station	\$30.15	\$30.75	\$31.29	\$31.68	\$32.24	\$32.80	\$33.62	\$34.63
9	Electrician Plumber Carpenter Locksmith Utilities Operator Control Mechanic Sheet Metal Worker Millwright	\$29.65	\$30.24	\$30.77	\$31.16	\$31.70	\$32.26	\$33.06	\$34.06
8	Maintainer/Utilities Operator Fire Technician	\$24.95	\$25.45	\$25.89	\$26.22	\$26.68	\$27.14	\$27.82	\$28.66
7	Residence Facilities Maintainers	\$24.03	\$24.51	\$24.94	\$25.25	\$25.69	\$26.14	\$26.80	\$27.60
6	Facilities Maintenance Mechanic	\$23.03	\$23.49	\$23.90	\$24.20	\$24.62	\$25.05	\$25.68	\$26.45
5	Gardener Equipment Operator	\$20.30	\$20.71	\$21.07	\$21.33	\$21.71	\$22.08	\$22.64	\$23.32
4	Driver	\$19.45	\$19.84	\$20.19	\$20.44	\$20.80	\$21.16	\$21.69	\$22.34
1	Cleaner in lieu of benefits	\$13.02 \$2.00	\$13.02 \$2.00	\$13.02 \$2.00	\$13.02 \$2.00	\$13.02 \$2.00	\$13.50 \$2.00	\$13.75 \$2.00	\$14.00 \$2.00
	Total	\$15.02	\$15.02	\$15.02	\$15.02	\$15.02	\$15.50	\$15.75	\$16.00

Notes

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

Eligible Employees	Gross Amount, subject to all applicable deductions and withholdings	Effective Date of Payment
Only those in job classification 1	\$1,000.00	second regular pay date following the date of ratification of the collective agreement
Only those in job classifications 4 to 10, inclusive	\$1,725.00	
those in job classifications 1 and 4 to 10, inclusive	\$125.00	November 2, 2012

- "DOR" means the date of ratification of the collective agreement by both Parties.

APPENDIX "A(ii)"

Stipulated Hourly Job Rates and Lump Sum Payments¹ for Grandparented Employees

Position	Effective Date							
	Current	DOR ²	9/4/11	3/4/12	9/2/12	3/3/13	2/16/14	1/4/15
Custodian 4 Labourer	\$18.73	\$18.73	\$18.73	\$18.73	\$18.73	\$18.73	\$18.73	\$18.73
Custodian 3	\$17.77	\$17.77	\$17.77	\$17.77	\$17.77	\$17.77	\$17.77	\$17.77

Notes

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

Gross Amount, subject to all applicable deductions and withholdings	Effective Date of Payment
\$1,000.00	second regular pay date following the date of ratification of the collective agreement
\$125.00	November 2, 2012
\$1,808.00	March 8, 2013
\$536.00	January 23, 2015

2. "DOR" means the date of ratification of the collective agreement by both Parties.

**APPENDIX “B”
POST RETIREMENT BENEFIT CO-PAY PROGRAM**

Employees hired on or after October 1, 2010, shall be eligible for post retirement benefits so long as they:

- a. 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
- b. 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 “C”
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 2010, YMPE is \$47,200.00 and will increase on a calendar basis.

APPENDIX “D”
GROUP REGISTERED RETIREMENT SAVINGS PLAN

ELIGIBILITY

- Mandatory enrolment for those Employees hired on or after October 1, 2007, with the exception of Employees in job classification 1, all of whom are ineligible to participate.

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 YMPE¹ 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 or 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 hers 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.

¹ YMPE means the year's maximum pensionable earnings as defined by the Canada Revenue Agency. For 2010, YMPE is \$47,200.00 and will increase on a calendar basis.

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"

THE INTRODUCTION OF AN ALTERNATE SHIFT FOR THE CUSTODIAL OPERATION

1. The Parties agree to the introduction of a weekend shift where the regular work week and work day varies from the definition outlined in Article 13 - Hours of Work.
2. Overtime for the regular work week is paid in accordance with Article 14 – Overtime, for all hours of work which exceed the regular daily scheduled hours.
3. For the purpose of Employees on alternate shifts, where Saturday and Sunday are referred to in the Agreement, the first day of rest shall be deemed to be Saturday and the second day of rest shall be deemed to be Sunday.
4. The current complement of staff on alternate shifts will be reviewed regularly as additional buildings are constructed.
5. Only staff hired after September 1, 2004 or present staff choosing to post for a weekend shift will be assigned weekend work as additional buildings are constructed or additional service delivery requirements are introduced.
6. Only staff hired after May 1, 2004 may be assigned to the night shift.

LETTER OF UNDERSTANDING TUITION BURSARY PLAN

This is regarding the University's Tuition Bursary Plan as it applies to dependents of all Employees covered by this Agreement.

The Plan had provided coverage at a rate lower than available to the dependents of faculty members. In addition, the academic requirements of the Plan were more stringent than those required of the dependents of faculty members.

It is the position of the University that a University Policy that assists dependents of our Employees to attend university should apply equally to all McMaster University Employees.

On Monday, February 26, 2001 it was recommended to and approved by the Board of Governors that, with immediate effect, the coverage provided to your members' dependents be equal to that provided by the tuition bursary benefit available to the dependents of faculty members.

LETTER OF UNDERSTANDING PERSONAL PROTECTIVE EQUIPMENT

The University agrees that some Personal Protective equipment - specifically, Breathing Masks/Respirators and Fall Arrest Body Harnesses shall remain for the exclusive use of a specified full-time Employee while performing work in their job classification.

The list of designated Employees will be determined and reviewed on an annual basis by the Facilities Services JHSC.

It is further understood that when these designated Employees no longer perform these duties or leave their job classification, the personal protective equipment specified above will no longer remain in their possession for their exclusive use.

At all times, this personal protective equipment remains the property of the University.

LETTER OF UNDERSTANDING PROFESSIONAL DEVELOPMENT AND TRAINING

Professional Development

It is acknowledged that Employees, the Employer and Union, all benefit from a highly skilled, contemporaneous workforce. Such a workforce promotes sustainability, increased productivity and job security. The Union and Employer share a commitment to promoting the professional development of Employees and to encouraging and supporting Employees in that endeavour.

Employees are encouraged to be proactive and to avail themselves of professional development and training opportunities that may be of value in their current positions or that may facilitate career progression or transition. Training opportunities exist through the Tuition Assistance program, McMaster's Centre for Continuing Education and other avenues.

Training

The Employer will notify Employees and the Union in advance of planned changes in job design or requirements so to enable Employees, where operationally feasible, to pursue any training that may be required prior to the changes taking effect.

With a view to enabling improved workforce adjustment, a Training Committee shall be established. The Training Committee will identify and pursue strategic opportunities to enhance Employees' access to, and participation in, professional development, with particular emphasis on training specific to working at McMaster that may not be otherwise available. It is expected that these opportunities, to the extent embraced by Employees, will lessen the need for, or mitigate the impact of, redundancies.

The members of the Training Committee shall be the Chief Human Resources Officer, or designate (Chair); two other members of management as determined by the Chair; the Branch Local President; and two other members as determined by the Branch Local President. The Training Committee will meet as determined by the Chair in consultation with the Branch Local President.

The University shall commit the following financial resources toward training initiatives as determined by the Training Committee:

Year 1 (Oct/10 – Sept/11)	up to \$5,000.00
Year 2 (Oct/11 – Sept/12)	up to \$10,000.00
Subsequent Years	up to \$15,000.00, prorated for a partial year

Training initiatives shall be offered on an equitable basis to all interested Employees, or where this is not possible, to as many as possible by order of seniority.

This Letter of Understanding shall be null and void and cease to be effective 1 day prior to the expiry of the collective agreement.

**LETTER OF UNDERSTANDING
RETIREMENT INCENTIVE PROGRAM**

1. Subject to paragraphs 2, 3 and 4, 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 April 1, May 1 or June 1.

4. The following Employees shall each be an “Eligible Employee” for the purposes of paragraphs 1, 2 and 3:

Surname	First Name
TROJAN	MARIA
DURLOVSKI	FANULA
CULIC	MILKA
RAKAS	DANICA
COLLINS	DOUGLAS WILLIAM
FOURNIER	NICOLE
SUKHDEO	SHERLOCK
ABOAGYE	THERESA ADWOA
DUFFY	PAUL (DENNIS)
KOZBIAL	JADWIGA
BURTON	WENDY JEAN
TWISS	ROBERT PAUL
LACHOWICZ	TERESA
SARLEJ	MARIA
STOJKIC	RATOMIRKA
WEGLEWSKI	JERZY ANTON
BOAFO	VICTORIA
JURCIC	BARBARA
JOHN	MARILYN
PALUBIAK	MIRA
DRONJAK	DRAGICA
FARRAUTO	SAMUEL
KOTT	BOZENA KRZYSTYNA
ZUBIC	MILICA
MILLETTE	FRANK JAMES
MADEJ	KRZYSTYNA
TILLOTSON	VANCE DEACON
PELLERIN	BARBARA ANNE
KOREN	ANA
KURUC	JULIA
WALKER	ISLETT ISOLA
HAMILTON	DENISE WENDY
WOODWORTH	MICHAEL
CHAMORRO	JESUS GINO

COLLECTIVE AGREEMENT CASUAL CLEANERS

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 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 September, 2015.

1.02 This Agreement shall continue automatically thereafter for annual periods of 1 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 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

S.E.I.U. Local 2
Brewery, General & Professional Workers' Union
#2 Airport Square, Suite 200
2600 Skymark Avenue
Mississauga, Ontario
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 University recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining in respect to rates of pay, hours of work, and other working conditions for all Employees of the University involved in the maintenance and service of grounds and buildings of the University located at 1280 Main Street West, Hamilton, Ontario, save and except:
- a) supervisors and persons above the rank of supervisor;
 - b) stationary engineers and persons primarily engaged as their helpers;
 - c) 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;
 - d) persons regularly employed for more than 24 hours per week;
 - e) students hired for the school vacation period.

For greater clarity, the Parties agree that the nature of the work of this Bargaining Unit shall be casual, part-time custodial work.

- 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:
- a) training and experimentation;
 - b) emergencies;
 - c) 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 stipulated.

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.

Employee(s): refers to any or all of the Employees in the Bargaining Unit, except where the context otherwise provides.

Employer: refers to McMaster University (the University).

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

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.

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

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

ARTICLE 4 - MANAGEMENT RIGHTS

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

- (a) maintain order, discipline and efficiency;
- (b) hire, direct, classify, transfer, promote, layoff and for just cause, to demote, 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 to be observed by Employees. Such rules will not be inconsistent with the provisions of this Agreement, governing the conduct of the Employees, it being understood that any new or modified rule or regulation affecting members of the SEIU Local 2 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 & 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 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.

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) The Employer will recognize up to 2 Union Stewards from amongst the Employees in the Bargaining Unit. 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 their regularly scheduled hours of work. When permission has been granted to a Union Steward to leave her work temporarily in respect 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.

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 shall not be unreasonably denied.
- (b) The Branch Local President and 1 other Employee 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 is initiated.

Unpaid Release Time

- (c) The Employer will consider a request for a leave of absence without pay, to an Employee elected or appointed to 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 anytime and that the decision to grant or not grant such leave is the Employer's sole prerogative.
- (d) Seniority and service shall accumulate during such leave in accordance with Article 17 and for the purpose of Workplace Safety and Insurance Benefits such Employees are deemed to be employed by the Union.

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 offences, 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 General Harassment

The Parties agree 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.

6.07 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.
- (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

- (a) 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.
 - (b) The Joint Working Conditions Committee established for the full-time Operations and Maintenance bargaining unit shall be the Joint Working Conditions Committee established for this Bargaining Unit.
 - (c) 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 Each of the Employer and the Union will have the option of appointing 1 additional person to the Operations and Maintenance Joint Working Conditions Committee to represent the interests of this Bargaining Unit.

- 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.
- 7.06 Each Committee member will receive a copy of the meeting minutes and will also be posted on bulletin boards.

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 AND SAFETY

- 9.01 (a) McMaster University is committed to providing and maintaining healthy and safe working 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, training, equipment and resources to maintain the Internal Responsibility System and to ensure compliance with this policy, internal health and safety programs and all relevant statutes. Directors, Managers, Co-ordinators, etc. are accountable for the safety of Employees who work within their area of jurisdiction and for compliance with statutory and University requirements and the support of Joint Health and Safety Committees (JHSC).
- (c) Employees are required to work in compliance with statutory and University requirements and to report unsafe conditions to their Supervisor.
- (d) 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.

- (e) No Employee will be disciplined for exercising their right to refuse unsafe work in accordance with the OHSA.

9.02 Health and Safety Committees

The Employees in the Bargaining Unit will be covered by the Central Joint Health and Safety Committee (CJHSC) and by a series of Joint Health and Safety Committees.

9.03 Safety Equipment

The Employer agrees to provide protective equipment and clothing when required by the OHSA and regulations 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 protective wear and clothing.

9.04 Uniforms

- (a) Each benefit year (July 1 - June 30), every Employee will be entitled to:
 - i) 2 pairs of work pants; or
 - ii) 2 work shirts; or
 - iii) 1 pair of work pants and 1 work shirt.

Safety Equipment

- (b) The Employer agrees to reimburse 100% of the cost of 1 pair of safety shoes or boots, to a maximum of \$75 per purchase. To be eligible for this reimbursement, the safety boots or shoes must be designated as required by the Employer and must meet all relevant safety standards specified by the Employer.
- (c) Reimbursement will only be provided in the case of replacement footwear when, in the opinion of the Employer, such replacement is necessary and in any event shall not be more than once during the term of this Agreement.

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. When no action is taken to submit the matter to the next Stage within the time limits set out in this Article, the grievance will be deemed to have been withdrawn or settled, as the case may be.
- (d) Employees may grieve disciplinary or discharge action in accordance with the provisions of this Article 10.

- (e) 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. 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.

10.03 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 first discuss such complaint with her Supervisor or designate 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 10.04 – 10.06.

10.04 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 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 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 of the AVP, Facility Services or designate, 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 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

- 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 11, 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.
- 11.04 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.
- 11.05 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 the Employee for the purpose of taking disciplinary action. If the Employee chooses to exercise this right and a Union Steward is not available, she may elect to have another Employee who is immediately available attend the meeting.
- (b) It is recognized that it may be necessary to convene a meeting with an Employee for the purpose of taking disciplinary action without the presence of a Union Steward or another Employee. In such cases the Branch Local President will be notified as soon as possible after the meeting.

12.02 Progressive Discipline

- (a) The University will not rely on warnings or reprimands in an Employee's HR file for the purpose of issuing further discipline that are more than 18 months old, unless the Employee has had a subsequent warning for an offence during that period.
- (b) The University will not rely on warnings or reprimands in an Employee's HR file for the purpose of issuing further discipline that are more than 24 months regarding suspensions unless the Employee has had a subsequent warning for an offence during that period.
- (c) An Employee shall be entitled to review the Employee's personnel 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 files. 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 Human Resource representation 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 AVP, Facility 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) re-instating 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 AND SCHEDULING

- 13.01 The regular work day for Employees shall consist of a minimum of 4 hours and up to 8 hours within a continuous 8.5 hour period.
- 13.02 For Employees working an 8 hour shift, there shall be 1 uninterrupted unpaid meal period of 30 minutes in each work day, and there will be 2 break periods of 15 minutes each without loss of pay.
- 13.03 For Employees working shifts that are less than 8 hours:
- a) if the shift is less than 5 hours, there will be 1 break period of 15 minutes without loss of pay;
 - b) if the shift is more than 5 hours, there will be 1 break period of 15 minutes without loss of pay, and 1 uninterrupted unpaid meal period.
- 13.04 The Union and the Employer agree that Employees will be scheduled to work on short notice. Employees are expected to have a phone message machine, but in any event, are responsible for accurately obtaining messages in a timely fashion from those who answer their phone. Each Employee must advise the Employer in writing of any restrictions on her availability to work. Each Employee must also advise the Employer in writing of any changes in her availability to work.
- 13.05 Subject to Article 13.08 the Employer will keep a list (the "List") of Employees. Employees will be placed on the List in the sequence of their last date of hire. As the Employer becomes aware of available work, Employees will be called and offered such work in the sequence in which their names appear on the List on a continually rotating basis.
- 13.06 The Employer will attempt to advise Employees of work opportunities by the end of the day on Wednesday of the week preceding the week in which the work is required.
- 13.07 When the Employer is able to provide more than 24 hours' notice of a work opportunity, a message will be left for the Employee advising of the work opportunity. If any such message is not returned and confirmed by the Employee within 24 hours of the offer, the opportunity will be offered to the next Employee on the List. If the Employer cannot provide 24 hours' notice of a work opportunity, no message will be left and each subsequent Employee on the List will be called until the Employer contacts an available Employee.
- 13.08 A work opportunity declined, not confirmed within 24 hours or, with less than 24 hours' notice not taken, will count as though worked for the purpose of the sequence of offering subsequent job opportunities.

Work that requires specific skill, knowledge and/ or experience will be offered to the next Employee in sequence who possesses such, skill, knowledge and/or experience. Any Employee passed over will maintain her place in the sequence for all other work opportunities. The Employer and the Union agree that the work in Central Animal Facilities, Radiation laboratories, Unit 19 and work that requires specialized machinery, such as floor scrubbing/waxing, shall fall within the scope of this Article 13.08.

The Employer may, with 2 weeks written notice to the Union, advise the Union of any additional areas or work for which it intends to rely on this Article 13.08. Within this same 2 week timeframe the Union shall have the opportunity to comment.

13.09 An Employee who will not be available for work for a period of time exceeding 1 week and up to 3 months is required to advise the Employer as to the length of time she will be unavailable. Upon becoming available for work again, the Employee will resume her normal place on the List and will be offered work at such time as her name is next in sequence on the List.

13.10 An Employee will be dropped from the List:

- a) After 5 instances in a calendar year (other than as noted in 13.09 or as a result of planned or unplanned leave) of advising the Employer that she is unavailable for work assignments offered by the Employer;
- b) After 3 failures in a calendar year to show up for a confirmed shift, without providing the Employer with as much notice as possible, which notice shall not be less than 24 hours.

All other performance related and/or disciplinary matters will be dealt with by the Employer in accordance with the principles of progressive discipline.

13.11 When the Employer identifies the availability of a series of custodial shifts recurring regularly for a period of at least 1 month and all available custodians in the full-time Operations and Maintenance bargaining unit are otherwise actively employed, it will offer such opportunity to the qualified Employee on the List based on the Employee's last date of hire. Subsequent similar opportunities will be offered to the next qualified Employee on the List. A work opportunity offered under this Article 13.11 that is declined or not confirmed within 24 hours of being offered, will count as though worked for the purpose of the sequence of offering subsequent work opportunities under this Article 13.11.

13.12 In the event of the Union raising a question about the accuracy of the Employer's administration of the processes set out in this Article 13, the Employer will review with a Union Steward its accounting in respect of the Employee(s) in question.

ARTICLE 14 - OVERTIME

14.01 An Employee shall be paid at the rate of 1½ times her applicable rate for authorized time worked in excess of 8 hours in a day.

14.02 If an Employee is asked, on the same day that she is working, to work overtime for 2 hours or more, she will be provided with a \$15.00 meal allowance.

ARTICLE 15 - PAID HOLIDAYS

15.01 Employees are entitled to 9 holidays, with holiday pay, in accordance with the *Employment Standards Act, 2000*, as listed below:

New Years Day
Family Day
Good Friday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

ARTICLE 16 - VACATION PAY

16.01 The sum of 4% of an Employee's regular earnings will be added as vacation pay to each pay cheque.

ARTICLE 17 - SENIORITY

17.01 An Employee shall be considered as a probationary Employee for the period of the first 60 shifts for which she is paid by the Employer. The employment of probationary Employees may be terminated at any time during the probationary period and they will not have recourse to the grievance and arbitration procedure regarding their termination.

17.02 Seniority shall be based on accumulated hours worked. The Employer will provide the Union with an updated seniority list every month, including the total hours worked per Employee.

17.03 An Employee who transfers into the full-time Operations and Maintenance bargaining unit and who later returns to the Bargaining Unit as a result of the application of Article 20.04 of the Operations and Maintenance collective agreement, will retain the seniority she had prior to the transfer, augmented by the number of hours worked in the full-time Operations and Maintenance bargaining unit.

17.04 An Employee's seniority shall commence with the date of her employment or if there has been a break in service, her seniority shall mean the date of the Employee's last re-entry into employment. A "break in service" means termination and shall be deemed to have occurred if an Employee:

- (a) quits;
- (b) is dropped from the List due to failure to report for work under Article 13.10;
- (c) is discharged and not reinstated in accordance with Article 12 – Discipline & Discharge, of this Agreement;
- (d) is absent due to illness or accident for a period of at least 24 consecutive months subject to the Ontario Human Rights Code;
- (e) fails to return to work following the conclusion of an approved leave of absence; or

(f) is absent from work without permission.

ARTICLE 18 - WAGES

18.01 Pay Equity

The Parties agree that the work performed in this Bargaining Unit comprises a single female job class, the value and rate of which is appropriately proportional to the value and rate of predominately male job classes in the full-time Operations and Maintenance bargaining unit.

18.02 Rates of Pay

(a) Subject to Article 18.02(b), the hourly wage rate for Employees hired on or after October 1, 2001, shall be as follows:

Effective October 1, 2010:	\$13.02
Effective March 3, 2013:	\$13.50
Effective February 16, 2014:	\$13.75
Effective January 4, 2015:	\$14.00

(b) Employees hired prior to October 1, 2001, shall be grandparented at the hourly wage rate of \$17.25.

(c) Employees will be paid bi-weekly, in arrears on Friday. The Employer may change the pay day at its sole discretion upon providing the Union 2 weeks notice of such change.

(d) Where there is a shortage of pay on an Employee's cheque in excess of \$25.00, the Employer shall issue a cheque for the outstanding balance within 3 working days of notification.

18.03 Storm Emergencies

When the University is closed pursuant to its Storm Emergency Policy, all shifts for Employees will be cancelled for that day unless the Employee is subsequently and specifically asked to come to work.

ARTICLE 19 - PLANNED LEAVE

19.01 An Employee may request that her name be temporarily suspended from the List of Employees for reasons of Pregnancy or Parental Leave for a period up to the maximum period of such leave under the *Employment Standards Act, 2000*. The Employer will provide any necessary documentation of employment that may be required by the Employee.

19.02 An Employee may request that her name be temporarily suspended from the List of Employees for reasons of an unpaid leave for up to 3 months.

ARTICLE 20 - UNPLANNED LEAVE

20.01 If an Employee refuses a work opportunity because of accident, bereavement, family emergency as set out in Section 50 of the *Employment Standards Act, 2000*, illness, jury duty or Union business, the Employer will record such reason and will not count such refusal within the scope of Article 13.10. The Employer has the right to require Employees to provide documentation to verify any such absence as it deems appropriate.

ARTICLE 21 - NATIONAL SECURITY

21.01 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 22 - CONTRACTING OUT

22.01 With regard to custodial/cleaning work, the Employer may use outside contractors and/or other persons outside the Bargaining Unit to perform work solely in relation to the following:


- a) the annual move-in/move-out changeover in student residences occurring during the two week periods following the last exam in April and prior to the Labour Day weekend;
- b) bona fide emergencies (re: circumstances of an unforeseen and short term nature); and
- c) infrequent specialized cleaning not part of regular operations.

To the greatest extent possible, the Employer will continue to offer such work to full-time and then casual Employees before utilizing outside contractors, provided they are available, capable of performing such duties and such work does not result in the payment of overtime. The use of outside contractors will not result in any erosion of the Bargaining Unit. For clarity, contractors will not be used for any custodial staffing shortfall.

Full-time custodial/cleaning staff in residences shall handle recycling functions and weekend work on day shifts.

SIGNED by the duly authorized representatives of the Parties.

McMASTER UNIVERSITY



Vice-President, Administration

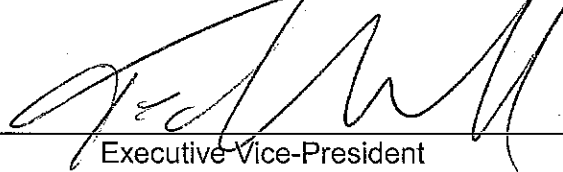


Chief Human Resources Officer

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



Branch Local President



Executive Vice-President