

MCMaster UNIVERSITY
AND
SERVICE EMPLOYEES'
INTERNATIONAL UNION
LOCAL 532

SOURCE			
TERM	EXPIRES		
NO. OF			
EMPLOYEES			
BY EMPLOYER			

OPERATIONS
AND MAINTENANCE STAFF
COLLECTIVE AGREEMENT

Expires September 30, 1998

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THIS AGREEMENT made as of the 17th day of February 1997

BETWEEN:

McMASTER UNIVERSITY
(hereinafter called the "Employer")

OF THE FIRST PART

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION Local 532
OPERATIONS & MAINTENANCE STAFF
(hereinafter called the "Union")

OF THE SECOND PART

WITNESSETH the parties hereto hereby agree as follows:

ARTICLE I - RECOGNITION

1.01 The Employer recognizes the Union during the term of this Agreement as the 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 Employer in the maintenance and service of grounds and buildings of the Employer on its present campus, save and except supervisors, supervising caretakers, persons above the rank of supervisor, stationary engineers and persons primarily engaged as their helpers, persons engaged in the handling of food service, campus police, office staff, persons regularly employed for not more than 24 hours per week and students hired for the school vacation period.

1.02 The word "employee" or "employees" wherever used in this Agreement shall mean any or all the employees in the bargaining unit as defined above, except where the context otherwise provides.

1.03 The masculine shall include the feminine where the context so requires.

1.04 Supervisor 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 or experimentation;
- (b) emergencies
- (c) qualified employees not being immediately available.

ARTICLE II - MANAGEMENT

2.01 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, demote, layoff and, for just cause, to discharge, suspend or otherwise discipline employees, subject to the provisions of this Agreement;
- (c) establish from time to time and enforce rules and regulations in a fair and reasonable manner, not 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 S.E.I.U. bargaining unit will be discussed with Union representatives prior to its enforcement; and
- (d) generally to manage and operate McMaster University.

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

ARTICLE III - NO DISCRIMINATION

3.01 There shall be no discrimination by the Employer, the Union or any of its members against any employee because of membership or non-membership in any lawful union or because of that person's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status or handicap.

3.02 On the Employer's premises there shall be:

- (a) no solicitation of membership in any Union;
- (b) no collection of union dues, assessments or fines;

except as expressly permitted by this Agreement.

3.03 It is agreed that on or about the time of hiring, the Chief Steward or his/her alternate designated by the Chief Steward, shall have the opportunity to interview such employee during a 15 minute period at a time and place to be designated by management.

ARTICLE IV - NO CESSATION OF WORK

4.01 Neither the Union nor any employees shall take part in or call or encourage any strike, sit-down, slow-down or any suspension of work or picketing with respect to a labour dispute or any other interference against the Employer which shall in any way affect the operations of the Employer. In the event of any such interference, the Union, through its officers, representatives and stewards, will instruct the employees involved to return to work and perform their usual duties and, if advisable, resort to the grievance procedure provided herein. The Employer shall not engage in any lock-out of the employees.

ARTICLE V - GRIEVANCE PROCEDURE

5.01 (a) Nothing herein shall prevent an individual employee from discussing a personal complaint with his/her immediate supervisor or from presenting a grievance on his/her own behalf as herein provided.

(b) An employee shall be informed of his/her right to have a steward present, if a steward is not available, (or another bargaining unit employee who is immediately available if a steward is not available) at a meeting convened by the Employer with an employee for the purpose of taking disciplinary action. It is

recognized that it may be necessary to discipline or discharge an employee without the presence of a union steward but in such cases the chief steward will be notified as soon as possible thereafter. If such action is taken the employee may grieve the disciplinary or discharge action in accordance with the provisions of Article 5.03 or, in the case of discharge, Article 8.02.

5.02 Should any grievance arise between any employee and the Employer as to the interpretation, application, administration or alleged violation of this Agreement or as to working conditions, the employee shall discuss such complaint with his/her Team Service Manager 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 the following manner:

5.03 Stage One. An aggrieved employee shall first submit his/her representation in writing his/her Team Service Manager or designate either directly or through his/her steward. Any such grievance shall be presented within 5 working days of the time when it arises. Such representations shall state the nature of the grievance, the remedy sought and any provisions of the Agreement upon which the grievance is based.

5.04 Stage Two. If within 5 working days from the time such representations were presented a decision satisfactory to the employee is not given, then such employee accompanied by a steward may within 5 working days after the decision of the Team Service Manager or designate has been given or should have been given, present such written representations to the Senior Manager, Operations or other person designated by the Employer.

5.05 Stage Three. If within 5 working days from the time representations at Stage Two were presented a decision satisfactory to such employee is not given, then such employee may within 5 working days after the decision of the Senior Manager (or other

designate) has been given or should have been given present such written representations to the Director of the Physical Plant or other representative designated by the Employer from time to time. Such officer or other designate shall notify the employee of the time and place at which they will meet to discuss the matter and at such meeting the written representations and the decision of the Senior Manager, Operations (or other designate) at Stage Two shall be considered. The grievor may be accompanied by a steward and at the request of either party a representative of the Union shall be present. Every effort will be made to settle such grievance within 10 working days from the date upon which such officer received written notice of the matter. Such officer shall give the decision in writing on behalf of the Employer.

5.06 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. If the parties are unable to settle such a difference within 10 working days from such discussion then the party to whom the said notice was delivered shall reply to such difference in writing within 15 working days from such discussion.

5.07 The time limits specified in this Article shall be deemed to be exclusive of Saturdays, Sundays, the specified holidays recognized herein and any other day upon which the grievor is not scheduled to work.

ARTICLE VI - ARBITRATION

6.01 If any grievance relating to the interpretation, application, administration or alleged violation of this Agreement, including whether the matter is arbitrable or not, shall not have been satisfactorily settled pursuant to the provisions of Article 5, the matter

may then by written notice of appeal given to the other party within 5 working days of the delivery of the decision of the Employer at Stage Three, or in the case of a difference directly between the Union and the Employer, within 5 working days from the date when the written reply to the submission was or should have been delivered be referred to arbitration. The Employer and the Union shall each appoint one arbitrator within seven working days from the receipt of the notice and the two arbitrators so appointed shall appoint a third who shall be the chairperson. No person may be appointed as an arbitrator who has participated directly in any attempt to settle the grievance. If the parties fail to agree upon a chairperson within 5 working days, either party may request the Ontario Labour Management Arbitration Commission to choose the chairperson. A chairperson shall be chosen preferably from the judiciary, having regard to his/her impartiality, his/her qualifications in the interpretation of agreements and his/her familiarity with industrial relations. The decision of the majority of the arbitrators, or in the event there is no majority decision, the decision of the chairperson, shall be final and binding upon all parties concerned and any employee affected by it, but in no event shall the arbitrators be authorized to alter, modify or amend any part of this Agreement.

6.02 Notwithstanding the provisions of Section 6.01, the parties hereto may select one person as a referee to whom any such grievance may be submitted for arbitration and such person shall have the same powers and be subject to the same restrictions as a board of arbitrators appointed under this Agreement.

6.03 The rules of arbitration annexed hereto as Schedule "A" shall govern the conduct of any arbitration proceedings hereunder. In any arbitration hereunder the presumption shall be, until the contrary shall have been proven, that the provisions of this Agreement have been complied with.

ARTICLE VII - RECORD OF DISCIPLINE

7.01 The University will not use warnings or reprimands in an employee's personnel file that are more than **18** months old, **24** months regarding suspensions, unless the employee has had a subsequent warning for an offence during that period of time.

7.02 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.

ARTICLE VIII - DISCHARGE CASES

8.01 The Union will not question the dismissal of any probationary employee nor shall such dismissal be the subject of the grievance procedure.

8.02 A claim by an employee (other than a probationary employee) that he/she has been unjustly discharged will be treated as a grievance if a written statement of such grievance is lodged with the Superintendent within **5** working days after such employee ceases to work for the Employer.

8.03 Such grievance may be settled under the grievance procedure, including arbitration, provided by this Agreement, commencing with Stage Two, 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 IX - HOURS OF WORK

9.01 The regular work week for all employees shall consist of **40** hours made up of **8** hours per day which shall be worked within a continuous **8 1/2** hour period, Monday to Friday inclusive, plus, where scheduled, up to **4** hours on Saturday, to be worked in accordance with the schedules of operations posted by the Employer from time to time. All Saturday and Sunday work will be paid for as overtime as indicated in Article 10.01. There shall be one uninterrupted lunch period of one-half hour on each week day.

9.02 The Employer does not guarantee to provide work for any employee or to maintain the work week or working hours presently in force.

9.03 For employees working an **8** hour shift, there will be **2** break periods of **15** minutes each. For employees working shifts that are less than **8** hours, there will be one break period of **15** minutes.

9.04 Employees who report for work for which they are scheduled in accordance with Section 9.01 shall be granted at least four (4) hours of work or if no work is available shall be paid for at least four (4) hours at their regular hourly rate.

ARTICLE X - OVERTIME

10.01 An employee shall be paid at the rate of one and one-half (1 1/2) times his/her applicable hourly rate for authorized time worked by him/her in any day in excess of the hours stipulated in his/her

schedule of operations referred to in Section 9.01, 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 one and one half (1 1/2) times his/her applicable hourly rate for hours worked on Saturday and two (2) times his/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.

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 Director of the Physical Plant (or in the event of his absence, the Superintendent) and must be used or compensated for in money at the rate so earned at 1-1/2 times (i.e. 8 hours worked - 12 hours time off) by the end of each fiscal year (currently May 1 to April 30).

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

10.03 An employee being asked to work overtime for one hour or more, on short notice (same day), will be provided with the prevailing rate for a meal in the University cafeteria.

10.04 An employee called back to work between regular shifts

shall be paid for a minimum of four (4) hours at overtime rate.

ARTICLE XI - PAID HOLIDAYS

11.01 The following shall be paid holidays under this Agreement:

New Year's Day
The day after New Year's Day
Good Friday
Victoria Day (except 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)

Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
The Day Before Christmas Day
Christmas Day
Boxing Day

11.02 A holiday shall be considered as commencing at 12 midnight on the day preceding the holiday and ending 12 midnight on the holiday.

11.03 An eligible employee will be paid for each of the holidays listed in Article 11.01 eight (8) hours pay at his/her applicable hourly rate.

11.04 In order to qualify for payment for any of the holidays designated in Article 11.01 the employee must work his/her full scheduled shift immediately preceding and immediately following such holiday except when his/her absence on either or both qualifying shifts is the result of illness or accident confirmed by a

doctor's certificate (if requested) and he/she has worked in the 30 day period immediately preceding such holiday.

An employee shall not be paid for any of the holidays listed in Article 11.01 if he/she has been laid off for thirty (30) or more calendar days prior to the holiday.

11.05 An otherwise eligible employee who is scheduled to work on one (1) of the paid holidays listed in Article 11.01 but does not report for work and work as scheduled shall forfeit his/her holiday pay for that particular holiday except if the absence is the result of an illness or accident confirmed by a doctor's certificate (if requested) and he/she has worked in the 30 day period immediately preceding such holiday.

11.06 An employee shall be paid at the rate of one and one-half (1 1/2) his/her applicable hourly rate for each hour worked on a paid holiday in addition to the holiday pay to which he/she is entitled.

11.07 If a paid holiday falls within an employee's vacation period, it will:

be added to the employee's vacation

or

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.

11.08 An employee shall not be paid for any of the holidays listed in Article 11.01 if he/she has been granted a leave of absence of more than three (3) weeks duration and the holiday occurs within the leave of absence period:

11.09 For the three year period beginning on November 1, 1996

the paid holidays listed in 11.01 will be observed on the following dates:

1996

Wednesday	December 25	Christmas Day
Thursday	December 26	Boxing Day
Friday	December 27	In Lieu of Day Before Christmas
Monday	December 30	In Lieu of Day After New Year's Day
Tuesday	December 31	Floater

1997

Wednesday	January 1	New Year's Day
Friday	March 28	Good Friday
Monday	May 19	Victoria Day
Tuesday	July 1	Canada Day
Monday	August 4	Civic Holiday
Monday	September 1	Labour Day
Monday	October 13	Thanksgiving Day
Thursday	December 25	Christmas Day
Friday	December 26	Boxing Day
Monday	December 29	In Lieu of Day Before Christmas
Tuesday	December 30	In Lieu of Day After New Year's Day
Wednesday	December 31	Floater

1998

Thursday	January 1	New Year's Day
Friday	January 2	Floater
Friday	April 10	Good Friday
Monday	May 18	Victoria Day
Wednesday	July 1	Canada Day
Monday	August 3	Civic Holiday
Monday	September 7	Labour Day
Monday	October 12	Thanksgiving Day

In lieu of Good Friday custodial employees on the night shift will have as a holiday the period from 11 p.m. on Easter Sunday to 7:30 am. on Easter Monday.

Note: If any of these dates conflict with the practice of the majority of employers in the Hamilton area, they may by mutual agreement (at least two full weeks prior to the holiday concerned) be changed.

ARTICLE XII - VACATIONS

12.01(a) Subject to 12.01(b), employees shall be entitled to vacation with pay at their regular rate of pay as follows:

Length of continuous service as at June 30th

10 months or less	one 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

12.01(b) If during the 12 month period preceding June 30th:

- (i) an employee is absent from work for a total of less than three (3) months, he/she shall receive his/her full vacation entitlement;
- (ii) an employee is absent from work for a total of three (3) or more months but less than six (6) months, he/she shall receive $\frac{3}{4}$ of his/her vacation entitlement; or
- (iii) an employee is absent from work for a total of six (6) or more months but less than nine (9) months, he/she shall receive $\frac{1}{2}$ of his/her vacation entitlement; or
- (iv) an employee is absent from work for a total of nine (9) or more months but less than twelve (12) months, he/she shall receive $\frac{1}{4}$ of his/her vacation entitlement; or
- (v) an employee is absent for any reason for a total of twelve (12) months or more he/she shall receive no vacation entitlement.

For the purpose of Article 12.01(b) (i), (ii), (iii), and (iv), "absent from work" is defined as absence resulting from layoff, leave of absence or suspension.

12.02 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 where practicable, will take priority over requests for leaves of absence.

12.03 In the event an employee's service with the Employer is terminated before he/she has taken his/her vacation, he/she shall be paid in lieu thereof:

- (i) in the case of an employee of 10 months or less service, the amount required to be paid under the Employment Standards Act;
- (ii) in the case of an employee qualified for two weeks vacation, a sum equal to 4% of his/her earnings from the previous June 30th;
- (iii) in the case of an employee qualified for three weeks vacation, a sum equal to 6% of his/her earnings from the previous June 30th;
- (iv) in the case of an employee qualified for 4 weeks vacation, a sum equal to 8% of his/her earnings from the previous June 30th;
- (v) in the case of an employee qualified for 5 weeks vacation, a sum equal to 10% of his/her earnings from the previous June 30th;
- (vi) in the case of an employee qualified for 6 weeks vacation, a sum equal to 12% of his/her earnings from the previous June 30th;

12.04 Vacation schedules will be posted each year on or before the April 30th preceding the vacation period. After such posting, variations from the schedule will be permitted only under extenuating circumstances that are acceptable to and approved by The Director of Physical Plant. An employee will be allowed to exchange his/her vacation period with another employee who is employed in the same work area and classification. A request to exchange vacation must be made in writing to the employee's supervisor and is subject to the approval of the Director of Physical Plant.

12.05 Vacation pay shall be paid to all employees on the last

regularly scheduled working day prior to their vacation period as indicated in the schedule referred to in 12.04 above. In cases of late exchange of vacation the Payroll Department may not be able to produce vacation pay cheques prior to the vacation period.

Note for Clarification: Vacation pay will be distributed by the supervisors in the same manner as the regular pay. In cases where this is not possible, due to such things as changes to the vacation schedule etc., the employee will be advised to pick up the vacation pay cheque at the cashier's wicket in Gilmour Hall.

12.06 An employee returning to work following an absence of ~~fifty-two~~ consecutive weeks or less will be credited with the period of absence for the purpose of calculating the current year's vacation entitlement.

ARTICLE XIII - SENIORITY

13.01 A new employee shall be considered as a probationary employee for the period of sixty (60) worked days for which he/she is paid by the Employer. 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. Seniority hereunder of any employee, including that of a probationary employee after he/she has completed his/her probation, shall commence with the date of his/her employment, provided that if there shall have been a break in service, his/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 8 of this Agreement;
- (c) is laid off for at least twelve consecutive months;

- (d) is absent due to illness or accident for a period of at least twenty-four consecutive months consistent with the Ontario Human Rights Code;
- (e) within 5 days from the day notice is sent by the Employer by registered mail to the employee's last address on record with the Employer as furnished by the employee, fails to notify the Employer of his/her intention to return to work after layoff within 10 working days from the day the Employer's notice is sent; or
- (f) fails to report for work on the date and at the time specified in such notice to the employee.
- (g) for lay-off and recall attains age 65.

13.02 Layoff & Recall

- (a) In the event of a layoff, the University will layoff employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the available work.
- (b) An employee who is subject to layoff will have the right to either:
 - (i) accept the layoff; or
 - (ii) displace an employee who has lesser seniority and who is the least senior in an equal or lower paying classification in the bargaining unit provided that he/she can perform the job of the equal or lower paying classification without training other than orientation. Such employee so displaced will be laid off.
- (c) An employee who elects to displace an employee who has lesser seniority as outlined above (13:02 b ii) must notify

the University of his/her intention by the end of his/her next regular scheduled shift following the shift on which the notice of layoff was given.

13.03 An employee with seniority who elects not to displace an employee with less seniority shall be recalled only in the classification from which he was laid off. Employees who accept the equal or lower paid classification under this Article shall have the right to recall to their former classification, if such becomes available within six (6) months from the date of accepting the equal or lower level classification. The job, in such instances, will not be posted.

13.04 An employee who is unable to exercise his/her rights under article **13.02 (b) (ii)** shall be notified by the Employer of any new job that becomes available during layoff.

13.05 The University shall give each employee in the bargaining unit who has acquired seniority and is to be laid off, notice in writing of layoff in accordance with the following schedule:

- (a) completed probationary period but less than two (2) years seniority - two (2) weeks
- (b) two (2) years seniority but less than five (5) years seniority - four (4) weeks
- (c) five (5) years seniority but less than ten (10) years seniority - six (6) weeks
- (d) ten (10) years seniority or more - eight (8) weeks.

13.06 Notice of layoff as outlined in **13.05** will not be given to employees hired or recalled for a specified term or task.

13.07 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.

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 his/her full length of University service for seniority purposes.

13.08 An employee returning to work after an absence due to illness or accident of less than twenty-four consecutive months will be allowed to displace a junior service employee in his/her former or a lower classification in his/her trade provided he/she is capable of performing the job of the junior service employee. An employee who is employed on the day shift at the time of his/her disability will be allowed to displace a shorter service employee on the day shift in accordance with the foregoing.

13.09 The Employer will supply to the Union a seniority list twelve (12) times each year.

ARTICLE XIV - JOB POSTING

14.01 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. The Employer will post the name of the successful applicant when the position has been filled.

14.02 An afternoon or night shift employee may apply for a vacancy on the day shift by notifying the Personnel Office-Campus Services Building his/her desire to change shifts.

14.03 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 judgement of the Employer, which shall not be exercised in an unfairly discriminating manner, the qualifications in factor (b) are relatively equal, as between two or more employees, seniority shall govern. When necessary the senior applicant shall be given an orientation period of 10 (ten) working days in order to demonstrate his/her qualifications as in (b) above.

14.04 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 him/herself unable to perform the duties of the new job classification, he/she shall be returned to his/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 his/her former position and hourly rate without loss of seniority.

14.05 **TEMPORARY EMPLOYEES** Employees may be hired for a specific term, not to exceed 60 (sixty) worked days in a one 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.

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 XV - STEWARDS

15.01 The Employer will recognize up to 11 stewards elected by the employees from among those who have been continuously in the employ of the Employer for at least one year prior to their election, one of which stewards may be elected as Chief Steward. The function of the 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 steward to leave his/her work temporarily in respect to a grievance at Stage One, Two or Three, in the Grievance Procedure, such steward shall suffer no loss of pay for the time so spent. It is provided that in any event not more than three stewards shall be absent from their work at any one time.

15.02 In the event of a layoff the union steward will be the last person to be laid off from his/her classification.

ARTICLE XVI • WAGES

16.01 The job classifications and hourly wage rates and their application are as set out in Schedule "B" hereto. Such wages shall be paid on Thursday for afternoon and night shift personnel and on Friday for day shift personnel or the immediately preceding business day should the regular pay day be a holiday. It is understood that the Employer will endeavour to distribute the wages on pay day a reasonable length of time before the regular quitting time.

16.02 On the basis that employees affected may be required to change shifts, employees who regularly are scheduled and work the afternoon or night shift will be paid an additional forty-two cents (42) cents per hour.

16.03 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 his/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.

A group leader, when so designated by management, will be paid a premium of thirty-five cents per hour above his/her regular rate of pay for the period in which he/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.

16.04 Apprentices to be paid in accordance with the following formula:

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

An apprentice's seniority date for layoff purposes will be the date of entry to the trades 'A' classification. All benefits will be based on the date of employment provided there has been no break in service as outlined in Article 13.

There is no guarantee that an apprentice will be continued in the employ of the University after completion of his/her apprenticeship.

The foregoing wage formula and seniority provisions will

not be used to downgrade any present employee or alter any agreement which may currently be of a higher standard.

16.05 Employees required to spray paint or hang paper will be paid a premium of thirty-five cents (35) per hour for such hours as they are so employed.

16.06 Employees required to work on a swing stage or in the carrier basket of the ladder truck will be paid a premium of fifty-five cents (55) per hour for such hours as they are so employed.

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

16.08 The Employer will provide two uniforms per year for all employees who have passed the probationary period. The employee has a choice of either smock or pant suit.

ARTICLE XVII - SICK LEAVE

17.01 The Employer's sick leave plan provides employees with income while they are legitimately unable to work due to disability resulting from accident or sickness.

17.02 After completion of his/her probation period an employee will be credited with eight hours of sick leave for each calendar month in which he/she worked a minimum of eighty hours. The accumulation of sick leave days shall not exceed six hundred hours and will be calculated on the basis of the employee's commencement date in the bargaining unit.

17.03 Provided it is established that absence is due to disability, an employee who has completed his/her probation period will be paid one 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 six hundredth hour, the Employer will continue to pay 50% of normal wage until the six hundredth hour of absence.

17.04 To qualify for sick leave payment an employee must, unless unable due to extreme circumstances, notify his/her supervisor as early as possible but not later than during the first hour of the first day on which he/she is absent from his/her work.

17.05 Upon return to work following an absence of 3 days or more, 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.

17.06 With respect to 17.04 and 17.05 above an employee may be required to be examined by a physician appointed by the University. In the event of a difference of opinion, the employee will have the right to a third medical opinion, at the employer's expense, by a mutually acceptable physician.

17.07 For the 1st, 2nd and 3rd absences during any one benefit year (i.e. July 1st to June 30th) sick leave benefits will be payable from the first working day of absence due to illness or non-occupational accident; for the 4th and subsequent absences the sick leave benefit will begin on the third working day of absence.

17.08 While receiving 100% of normal wages an employee will be required to make his/her full required contributions to the benefit programs.

17.09 Sick leave payments will be reduced by any benefits payable under the Canada Pension Plan Act or Workers Compensation Act. Payments under the Unemployment Insurance Act will not reduce the benefits.

17.10 Sick leave provision to be used for visit to Doctor or Dentist. Time taken to be deducted from 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 to visit Doctor or Dentist shall not be counted as absences as outlined in Article 17.07.

17.11 An employee's normal wage is his/her base hourly rate multiplied by the employee's regularly scheduled hours of work.

17.12 The employer will provide the employee with the accumulated sick bank hours on the bi-weekly pay cheque stubs.

ARTICLE XVIII - NATIONAL SECURITY

18.01 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 XIX - UNION SECURITY

19.01 During the life of this Agreement, the Employer shall deduct Union dues, in an amount specified in writing by the Union, from the wages of all employees in the bargaining unit and remit the same, together with a list of names of the employees whom the deductions were made, prior to the 10th day of the month following the month the deduction is made to the Secretary-Treasurer of the Union who shall acknowledge receipt. At this time the Employer will supply the Social Insurance Number with the name of each new employee. It is agreed that each new employee will be deducted union dues only following completion of his/her probation period.

19.02 If a Union member's dues are not deducted on a regular pay day because of his/her absence due to illness, such dues shall be deducted from the first full pay of such employee following his/her return to work. In the event of long illness, etc., the Union Treasurer will advise the Employer of other special arrangements.

19.03 The Employer, on hiring a new employee, will give to such employee a copy of the Collective Agreement supplied to the Employer by the Union and the cost of which will be divided equally between the Employer and the Union.

19.04 Upon application by the Union in writing, the University will give consideration to a request for leave of absence without pay, to an employee elected or appointed to full-time union office. It is understood that not more than one employee in the bargaining unit may be on such leave at the same time. It is also understood that the decision to grant or not grant such leave of absence is the University's sole prerogative.

Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave in accordance with Article XII of this collective agreement. Employees will be responsible for maintaining both their payments and employer 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. It is agreed that for the purpose of Worker's Compensation coverage, such employees are deemed to be employed by the Union.

19.05 The Employer agrees that a bulletin board will be available in close proximity to each Team Area office. A reasonable portion of each bulletin board will be available to the Union for the posting of notices and other items of interest to members. The Union will

maintain its share of such bulletin boards in a neat and orderly manner.

ARTICLE XX - JURY DUTY

20.01 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 him/her for his/her jury service and the amount ~~he/she~~ would have received for services normally rendered to the Employer during the same period of time.

ARTICLE XXI - BEREAVEMENT LEAVE

21.01 An employee shall be entitled to a maximum of three consecutive working days ending on the date of the funeral at the regular rate of pay for the purpose of arranging and attending the funeral of his/her immediate family. Immediate family shall be defined as: spouse, son, daughter, mother, father, step-parents, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.

ARTICLE XXII - HEALTH AND WELFARE

22.01 The Employer will make payment as follows on behalf of persons actively employed subject to the terms and conditions of the appropriate legislation and policies and where appropriate subject to the payment of the balance of the premiums by such employees through payroll deductions:

- a) 100% of the Employer's Major Medical Insurance Plan premium;
- b) 100% of the premium for McMaster University Dental Plan, no deductibles, 100% coverage for diagnostic, preventative, and palliative services, 80% coverage for

restorative, endodontic, and surgical procedures, 50% coverage for periodontic procedures, and each July based on the previous year's Ontario Dental Association (ODA) Fee Schedule.

- c) The Employer will provide for dental coverage for all current and future retirees (who have dental coverage at the time of retirement) who retire from the University and who draw an immediate pension from ~~the~~ Pension Plan. Those above mentioned retirees are eligible for dental coverage according to the provisions of the dental plan described in c) above covering active employees.
- d) 100% ~~of~~ the premium for the Major Restorative and Orthodontic Dental Program, no ~~deductibles~~, 50% coverage for Major Restorative and Orthodontic procedures, an annual benefit year maximum of \$4,000 of services claimed (\$2,000 /year of benefit payments) applies to Major Restorative procedures and a \$4,000 lifetime maximum on claims (\$2,000 of benefit payments) applies to Orthodontic coverage, and each July based on the previous year's ODA fee schedule.
- e) 100% of the premium for a Vision Care Plan which provides a benefit of \$100 every two years.

NOTE: Participation in the dental plan, as described above, will be mandatory for all eligible employees unless covered elsewhere.

22.02 An employee placed on layoff for a temporary period of thirteen continuous weeks or less may continue to participate in Major Medical and Group Life Insurance plans and the Dental plan. Normal premium contributions for these coverages will continue to be made by the employee and the Employer.

For layoffs in excess of thirteen continuous weeks, the employee may, by paying both the normal employee and Employer portion of the premiums, continue Major Medical and Group Life Insurance coverage and dental plan coverage beyond the thirteen week period to a maximum of one year from the date of layoff.

22.03 The Employer agrees to continue for the duration of this agreement, the Contributory Pension Plan as amended January 1, 1986 in accordance with the terms and conditions of the official text of the Plan and the appropriate legislation.

ARTICLE XXIII - MATERNITY LEAVE/PARENTAL LEAVES

23.01 Employees who are employed at least thirteen (13) weeks prior to the estimated date of delivery or adoption of a child (or children) will be granted a Maternity and/or Parental Leave.

23.02 Employees taking advantage of the Leaves must give two (2) weeks notice before leaving work and four (4) weeks of notice of return to work should it be earlier than the period provided for under the law or as previously agreed.

A Maternity Leave will be granted for seventeen (17) weeks and written approval of a physician will be required if the employee wishes to return to work within six (6) weeks of the birth of her natural child.

A Parental Leave will be granted for eighteen (18) weeks. For those on Maternity Leave, Parental Leave must commence at the end of the Maternity Leave except in exceptional circumstances as allowed under the Employment Standards Act. For others, Parental Leave must commence within 35 weeks after the birth.

If the employee stops work because the child has arrived earlier than expected, the employee has two weeks from such date to give the

employer written notice of the intent to take maternity and/or parental leave.

23.03 Maternity Leave benefits are payable to those employees on Maternity Leave who have at least one 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 Maternity Leave benefits.

23.04 For the first two (2) weeks of leave, the University will pay **90%** of the regular straight time earnings on wages up to **\$34,500.00** per year. If the wages are over **\$34,500.00** per year the payment is based on **85%**.

During the following fifteen (15) weeks of maternity 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 **\$34,500.00** per year (if wages are over **\$34,500.00**, the payment is based on **85%**) and the amount of maternity benefit the employee is receiving (or that she would be expected to receive if she qualified for benefits).

All benefits paid from the SUB Plan must be in accordance with the agreement filed by the University with Canada Employment and Immigration, E.I. and the Unemployment Insurance Act, R.S.C. 1985, c, as amended. As part of the present requirements, all such payments by the University can only commence when the employee provides proof that she is receiving EI maternity benefits or that she is disqualified from receiving EI maternity benefits because of an insufficient number of insurable weeks, or that EI benefits have been exhausted or that she is in the EI waiting period. Employees should understand that such proof will not be made until after the leave has commenced and hence the University payments will be retroactive. This will be effective March 1, 1997.

Group Benefit coverage will be maintained during maternity leave with no cost to the employee.

23.05 An unpaid Paternity Leave will be granted for a period of up to five (5) working days surrounding the birth of the employee's natural child.

ARTICLE XXIV - LEAVE OF ABSENCE

24.01 Subject to the University's work requirements unpaid leaves of absence up to a maximum of two (2) months may be granted.

ARTICLE XXV - TUITION ASSISTANCE/BURSARY PROGRAMME

25.01 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.

25.02 Assistance will be given for a maximum of two full courses (12 units) in the **Fall/Winter** session and one full course (6 units) in the Summer session. No assistance will be given for late or supplementary fees and, if a course is repeated, assistance will be reduced by 50%.

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

25.04 Application for tuition assistance must be made on the appropriate form and approved by the employee's supervisor, The Director of Physical Plant, and the Director, Human Resources 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.

25.05 Tuition fees will be waived if the spouse and dependent children of employees have registered at McMaster University for 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.

Effective June 30, 1997 the Tuition Waiver Programme shall be discontinued and replaced by the Bursary Programme which shall be amended as follows:

1. For eligible classes taken under the Bursary Programme, funds shall be provided on the basis of an amount equal to \$75.00 per unit to a maximum of \$2250.00 per academic session (fall/winter). The maximum may change from time to time and dependents shall be eligible for such changes.

2. Those dependents participating in the Tuition Waiver Programme, and who are entering the third or subsequent years of their undergraduate programme in September 1997 shall have the option of continuing under the Waiver Programme until they complete their degree.

The Tuition Assistance Programme for employees shall remain unchanged.

ARTICLE XXVI - OCCUPATIONAL HEALTH AND SAFETY

26.01 The Employer, the Union and the employees agree that they mutually desire to maintain standards of safety and health in order to prevent injury and illness. The parties therefore recognize their responsibility in providing a safe and healthy working environment and agree to continue their spirit of co-operation and goodwill in implementing and abiding as per the provisions of the Occupational Health and Safety Act as amended, R.S.O. 1990 and its Regulations.

26.02 The Employer agrees to pay **100%** of the cost of one pair of safety shoes to a maximum of **\$65.** per year. The foregoing shall be applicable to seniority employees.

ARTICLE XXVII - TOOL ALLOWANCE

27.01 Designated employees will be paid a Tool Allowance of **\$40** per year. (see Schedule "B" for classifications)

ARTICLE XXVII - CONTRACTING OUT

28.01 The University shall not contract out work usually performed by members of this bargaining unit if, as a result of such contracting out, a 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.

ARTICLE XXIX - PAY EQUITY

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



ARTICLE XXX - EMPLOYMENT EQUITY

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

ARTICLE XXXI - SEXUAL HARASSMENT

31.01 The University and the Union are committed to addressing sexual harassment issues and recognize the need to discuss areas of concern that may arise.

ARTICLE XXXII - TERMINATION

32.01 This agreement shall be in effect from October 1, 1996 and shall terminate on the 30th day of September 1998.

ARTICLE XXXIII - NOTICE OF RENEWAL

33.01 Either party hereto may require the other party to enter into negotiations for the renewal of this Agreement on 10 clear days' notice given to the other party within the period of 90 days immediately prior to its expiry date, specifying any modifications or amendments requested.

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

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

Service Employees' International Union
Local 532
300 York Blvd.
Hamilton, Ontario
L8R 3K6

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


ARTICLE XXXIV - JOINT WORKING CONDITIONS COMMITTEE

34.01 During the life of this agreement, the University and the Union agree to establish a joint working conditions committee to foster the development and improvements in the work relationships and to deal with issues of concern raised by either party respecting work and working conditions.

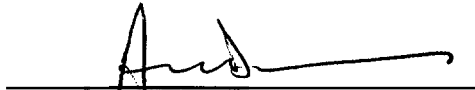
IN WITNESS WHEREOF the Employer has caused its corporate seal to be **affixed** hereto under the hands of its proper officers in that behalf and the authorized representatives of the Union have hereunto set their hands and seals.

EXECUTED at Hamilton as of the date first above written.

MCMASTER UNIVERSITY



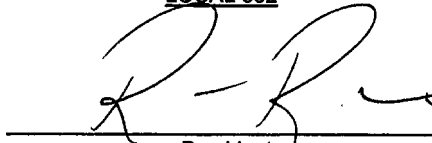
Director, Human Resources



Vice President, Administration

SERVICE EMPLOYEES' INTERNATIONAL UNION

LOCAL 532



President



Secretary-Treasurer

SCHEDULE "A"RULES OF ARBITRATION

1. Arbitration shall be heard at a place mutually agreed upon, and in default of agreement, at Hamilton, Ontario.
2. In any arbitration, the written representation of the employee made to the Manager, Employee Relations and his/her decision shall be presented to the arbitrators and the award of the arbitrators shall be confined to determining the issue therein set out.
3. Each party to an arbitration shall be entitled through counsel or otherwise to present evidence, to cross examine the witnesses of the other party and to present oral arguments. Briefs of arguments may be presented by each party and each party shall be entitled to reply to the brief or argument presented by the other. If briefs are to be filed, such briefs and replies, if any, shall be filed within such times as may be specified by the chairperson. A copy of any brief or reply shall be delivered to the other party forthwith after filing.
4. Witness fees and allowances shall be paid by the party calling the witnesses.
5. The Employer and the Union shall each be responsible for one-half of the expenses of and fees payable to the chairperson of the arbitrators in addition to the expenses of their own nominee.
6. The award of the arbitrators shall be given within a period of fifteen (15) days after the close of the hearings.

SCHEDULE "B"
Job Classification and Stipulated
Hourly Job Rates

GROUP & CLASSIFICATION	10/1/96-9/30/98
5A Electrician Sub-Station	\$19.86
<hr/>	
1A *Electrician A *Plumber A *Electronics A *Carpenter A *Elevator Mechanic *Locksmith *Garage Mechanic *Utilities Operator *Millwright *Appliance Repairperson *Upholsterer *Control Mechanic	\$19.26
<hr/>	
1A *Plumber B Utilities Control Operator Painter A *Maintainer/Utilities Operator	\$17.68
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2A Carpet Installer	\$17.08

1A	Painter B Pest Control Operator *Maintainer A	\$16.94
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5B	Gardener Equipment Operator	\$15.58
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4B	Driver	\$14.93
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3B	Incinerator Operator	\$14.74
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2B	"Trades Helper Custodian 4 Labourer	\$14.37
<hr/>		
1B	Custodian 3	\$14.19
<hr/>		

* entitled to tool allowance

February 10, 1997

Ron Roscoe
Union Representative
S.E.I.U., Local 532

Dear Ron:

Re: Cellular Telephone

The Employer is prepared to provide a cellular telephone for the Chief Steward of Local 532 of the S.E.I.U. It is understood by all parties that this telephone shall be used only by the Chief Steward or his/her designate for Union business and shall remain the property of the Employer.

Yours truly,

Jan Callfas
Senior Manager

cc: R.J. Carter
Human Resources
Team Management

February 12, 1997

Ron Roscoe
Union Representative
S.E.I.U., Local 532

Dear Ron:

Re: Proposed Fire Technician Classification

It is the Employer's intention, as provided for in Article 2.01(b), to create a classification on or about March 31, 1997, to recognize the fire safety responsibilities required by the Fire Code. The duties of this classification will be outlined in a job description prepared by the Employer. After the duties have been set out, a group rate will be established as agreed upon by the Employer and the Union.

Yours truly,

Jan Callfas
Senior Manager

cc: R.J. Carter
Human Resources
Team Management

February 16, 1997

Ron Roscoe
Union Representative
S.E.I.U., Local 532

Dear Ron:

Re: Joint Working Conditions Committee

This letter provides guidelines for the operation of the Joint Working Conditions Committee.

1. The committee shall consist of up to five representatives from both management and the union. The respective parties will select their representatives.
2. The committee shall function in an advisory capacity with the authority to make recommendations to Senior Management but normally not to make amendments to the collective agreement.
3. The committee will meet monthly at a time and place agreed upon by Committee members.
4. The meetings will not be used to discuss matters which are properly a subject of a grievance or collective bargaining.
5. Both parties will submit agenda items to the committee chair.
3. Members will receive detailed copies of the Minutes of Meeting, and a summary will be posted on the Team Bulletin Boards.

7. From time to time the criteria for the operation of this committee can be changed as determined by the committee members.

Yours truly,

Jan Callfas
Senior Manager

cc: R.J. Carter
Human Resources
Team Management

February 16, 1997

Ron Roscoe
Union Representative
S.E.I.U., Local 532

Dear Ron:

Re: Employee Request for Transfer

The following constitutes the guidelines for employee request for transfers:

1. Application is to be in writing, submitted to the Human Resources Office for Physical Plant, giving:
 - Name
 - Employee Identification
 - Team Requested
2. Transfers must be within the same specified classification with the appropriate skills and ability required in the destination Team.
3. A reciprocal transfer from other Teams must take place.
4. Transfer applications must be renewed every six months.
5. Transfers are not guaranteed, however, reasonable efforts shall be made by management to accommodate the request.

Sincerely,

Ian Callfas
Senior Manager

cc: R.J. Carter
Human Resources
Team Management

February 16, 1997

Ron Roscoe
Union Representative
S.E.I.U., Local 532

Dear Ron:

Re: Sick Leave for Part of Shift

This letter is to provide notice that the practice of booking off sick for a portion of the shift after having worked at least 4 hours and being paid as if the full shift has been worked, will end March 31, 1997. After this date, the employees who book off sick as previously noted will receive payment for the balance of the shift from their sick bank. If the employee **returns** to work for the next regularly scheduled shift, there will be no sick occurrence.

Yours truly,

Jan Callfas
Senior Manager

cc: R.J. Carter
Human Resources
Team Management

February 17, 1997

Mr. Ron Roscoe
 Union Representative
 S.E.I.U., Local 532

Dear Mr. Roscoe:

Re: Job Security, Local 532, O&M and Machinists

It is not the intention of Physical Plant to effect a layoff of members of this S.E.I.U. bargaining unit during the term of the renewed Collective Agreement.

In that regard, the Employer and the Union agree that, notwithstanding the Employer's right to make decisions regarding the filling of vacancies, there shall be no layoff of the current regular employees, who are regular employees at the date of the signing of the Memorandum of Agreement, during the term of the renewed Collective Agreement. Once the decision to fill a vacancy has been made the terms and conditions of the collective agreement shall apply.

The Employer and the Union agree that if a decrease in Provincial transfer payments to the University exceeds 11%, the agreement not to lay off employees shall no longer have effect. In this regard, if the Employer determines that lay offs are required as a result of the preceding impact that involve S.E.I.U. bargaining unit members, the Employer shall meet with the Union executive to discuss viable alternatives to lay offs before the implementation of required lay offs.

This letter shall expire as at October 31, 1998. Any violation of the conditions herein noted regarding lay offs to the date noted shall be subject to the grievance procedure, as outlined in the Collective Agreement.

The Union agrees that this letter and its provisions are without precedence and prejudice to any other process or circumstance to this Employer and in particular to any other S.E.I.U. local at McMaster University.

Yours truly,

Jan Callfas
Senior Manager

cc: R.J. Carter
Human Resources
Team Management