

COLLECTIVE AGREEMENT



Between

McMaster University

and

S.E.I.U. - Local 2

**Brewery, General & Professional Workers' Union
(Operations & Maintenance Staff, Casual Cleaners)**

2007 - 2010

05278 (12)

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THIS AGREEMENT made as of the 26th day of September, 2007

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 I - 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, 2010.

1.02 This Agreement shall continue automatically thereafter for annual periods of one year, unless either party notifies the other in writing within a period of 90 calendar days immediately prior to the expiration date that it desires to amend or terminate this Agreement.

If notice to bargain is given by either party, the parties shall meet within twenty-one (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:

Assistant Vice-President, Human Resources
McMaster University
1280 Main Street West
Hamilton, Ontario
L8S 4L8

S.E.I.U. Local 2
Brewery, General & Professional Workers' Union
238 Jane Street
Toronto, Ontario
M6S 3Z1

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 on its present campus, 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;
- d) persons regularly employed for not more than twenty-four (24) 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. The McMaster University Student Centre, the McMaster University Medical Centre and the Institute for Applied Health Sciences are not covered by this recognition clause with respect to 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:

- i) training and experimentation;
- ii) emergencies;
- iii) qualified employees not being immediately available.

ARTICLE 3 - DEFINITIONS

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

Agreement: means the collective agreement between the parties unless otherwise specifically stipulated.

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

Days: refers to working days unless otherwise specified.

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.

His/Hers: masculine shall include the feminine when the context so requires.

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

University: refers to McMaster University

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 SECURITY

5.01 Employees shall become and remain members of the Union. New employees will have union dues deducted from their wages following the completion of the probationary period. The Employer shall deduct Union dues from the wages of all employees in the bargaining unit, in an amount specified in writing by the Union.

Such dues shall be remitted prior to the 10th day of the month following the month the deductions are made to the Secretary - Treasurer of the Union together with a list of names of the employees from whom the deductions were made. At this time the Employer will supply the Social Insurance Number for each new employee.

5.02 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.

5.03 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.

5.04 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. It is understood that not more than one (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.

Such leave, if granted, shall be for a period of one (1) calendar year from the date of

appointment unless extended further by agreement of the parties. Seniority and service shall accumulate during such leave in accordance with Article 18 and for the purpose of Workplace Safety and Insurance Benefits, such employees are deemed to be employed by the Union.

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 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.

The Employer will utilize the 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 and orderly manner.

- 5.06 The Employer will provide a cellular telephone and a pager for the Branch Local President. It is understood by all parties that this telephone and pager shall be used only by the Branch Local President or his/her designate for Union business and shall remain the property of the Employer.

- 5.07 The Employer shall continue to provide SEIU Local 2 BGPWU with office space, services and meeting room access, at least equivalent to the location and amount currently provided, at no charge to the Local.

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

- 5.09 The Employer will pay up to a total of 30 days wages, with no loss of benefits, for the Union's negotiating committee for time spent in negotiations with the Employer for a renewal agreement. The Union will advise the Employer as to how these days are to be used.

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 or origin, colour, ethnic origin, citizenship, creed, sexual orientation, age, record of offenses, marital status, family status, or handicap.

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 An employee may elect to submit a grievance alleging sexual harassment, discrimination or general harassment under the Collective Agreement or to file a complaint under the University's Sexual Harassment Policy or the University's Anti-Discrimination Policy.

a) An employee who elects to file a grievance under this Agreement shall have access to the mediation process in the University's Anti-Discrimination Policy and/or Sexual Harassment 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.

b) An employee who files a grievance under this Agreement alleging discrimination contrary to this Article may meet with the University's Sexual Harassment/Anti-Discrimination Officer prior to the Stage 1 meeting of the grievance procedure and may be accompanied by a Steward. Thereafter, an employee may resume the grievance process.

c) Employees electing to proceed with a complaint under the University's Anti-Discrimination Policy and/or Sexual Harassment 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 The Union and the Employer acknowledge the mutual benefits to be derived from joint discussion and consultation. This Committee will work to foster effective communications and the development and improvement of ongoing work conditions and work relationships between the parties and to maintain a spirit of mutual cooperation and respect.

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

7.02 The Committee shall function in an advisory capacity with the authority to make recommendations to Senior Management but normally not to amend the Agreement.

7.03 The meetings will not be used to discuss matters which are properly a subject of a grievance or collective bargaining.

7.04 The Committee shall consist of up to five (5) representatives from both Management and the Union. The respective parties will select their representatives.

7.05 The Committee will meet monthly at a time and place agreed upon by Committee members. Both parties will submit agenda items within a subscribed time frame to the Committee Chair and where no items are submitted the meeting will be carried over to the next month.

Each Committee member will receive copy of the Meeting Minutes and a summary will be posted on the Team 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 defined in the Labour Relations Act for the Province of Ontario.

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 McMaster University is committed to providing and maintaining healthy and safe conditions and practices for all employees. To support this commitment, the parties acknowledge the respective responsibilities of the Employer, the Union and the employees in jointly implementing and maintaining an Internal Responsibility System directed at preventing incidents involving occupational injuries and illness and adverse effects upon the natural environment. It is further agreed that the parties will abide by the provisions of the Occupational Health and Safety Act as amended, R.S.O. 1990, C.O.I as amended by S.O. 1992 c.14, s.2.

The Employer is responsible for the provision of information, training, equipment, programmes, and resources to maintain the Internal Responsibility System and to ensure compliance with this policy, internal health and safety programmes and all relevant statutes. The Director, 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.

Employees are required to work in compliance with statutory and University requirements and to report unsafe conditions to their supervisor,

The Union agrees to endorse any education programmes 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.

No Employee will be disciplined for exercising their right to refuse unsafe work in accordance with the Occupational Health and Safety Act.

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.

The Employer shall provide First Aid kits in the workplace. The number and location of First Aid kits shall be reviewed annually by the Joint Health and Safety Committee for Physical Plant.

9.02 Health and Safety Committees

The Employer shall continue to maintain a Physical Plant Joint Health and Safety Committee providing effective coverage for its workplaces and activities.

The parties recognize the existence of a Central Joint Health and Safety Committee (CJHSC).

The CJHSC will be structured in a manner similar to the one defined in the Occupational

Health and Safety Act and its members will have similar power and authority. Terms of reference of the CJHSC will be determined by consensus of the Committee.

The Union will elect their worker representatives to the CJHSC.

All members of the CJHSC representing both management and workers will be certified members. The Employer agrees to pay the costs for certification training.

Employees, once elected, will be provided with access to the first core certification training program available locally, and unless otherwise agreed to by the parties, subject to approval of supervision.

Approval to attend certification training will not be unreasonably withheld.

Employees will suffer no loss of remuneration for time required to carry out their responsibilities on both the Joint Health and Safety Committee and CJHSC.

All employees acting in the capacity of Group Leader shall receive the appropriate health and safety training in accordance with the provisions of the Ontario Occupational Health & Safety Act.

9.03 Safety Equipment

- (a) The Employer agrees to provide protective equipment and clothing when required by the Occupational Health and Safety Act 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 \$160.00 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 one pair of prescription safety glasses (lens and frames) to a maximum of \$250 per two (2) years for employees required to wear them in the performance of their duties. This is in addition to the regular vision benefits as in Article 26.
- (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 (b) and (c) above, the protective footwear and eye wear 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 protection from the elements.

9.04 Return to Work

- (a) The Employer will maintain the Return to Work Programme developed by the parties with the understanding that changes to it can be made from time to time after consultation with the Union.
- (b) With respect to matters concerning return to work, employees shall be advised of their right to have union representation if they so wish.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.01 (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, or another bargaining unit employee who is immediately available if a steward is not available for 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 10.03 or, in the case of discharge, Article 13.02.
- 10.02 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:
- 10.03 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 seven (7) 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.
- 10.04 Stage Two. Where a decision satisfactory to the employee is not given, within 5 working days from the time such representations were presented, then such employee accompanied by a Steward and Chief 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

grievance to the Director, Physical Plant or other person designated by the Employer.

- 10.05 Stage Three. If within 5 working days from the time representations at Stage 2 were presented a decision satisfactory to such employee is not given, then such employee may within 5 working days after the decision of the AVP, Facilities Services or designate, has been given or should have been given, present such grievance to the Director, Employee/Labour Relations or other representative designated by the Employer.

The Director 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 steward and at the request of either party a representative of the Union shall be present.

The parties will meet to discuss the matter and at such meeting the written representations and the Stage 2 decision of the AVP, Facilities Services or designate, shall be considered.

Every effort will be made to settle such grievance within 10 workdays from the date written notice of the matter was received. The Director Employee/Labour Relations, or designate shall give the decision in writing on behalf of the Employer.

The Chief Steward and Steward will receive a copy of all Employer responses at each Stage of the grievance procedure.

- 10.06 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 ten (10) working days from such discussion then the party to whom the said notice was delivered shall reply to such difference in writing within fifteen (15) working days from such discussion.

- 10.07 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.

- 10.08 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.

ARTICLE 11 - ARBITRATION

- 11.01 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 10, 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.

11.02 Notwithstanding the provisions of Section 11.01, 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.

11.03 The rules of arbitration annexed hereto as Appendix "B" shall govern the conduct of any arbitration proceedings hereunder and the presumption shall be, that until the contrary has been proven, the provisions of this Agreement have been complied with.

ARTICLE 12 - RECORD OF DISCIPLINE

12.01 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.

12.02 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 13 - DISCHARGE CASES

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

- 13.02 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 Senior Manager, Operations within 5 working days after such employee ceases to work for the Employer.
- 13.03 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 14 - HOURS OF WORK

- 14.01 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 ½ 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 15.01. There shall be one uninterrupted lunch period of one-half hour on each week day.
- 14.02 The Employer does not guarantee to provide work for any employee or to maintain the work week or working hours presently in force.
- 14.03 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.
- 14.04 Employees who report for work for which they are scheduled in accordance with Section 14.01 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 15 - OVERTIME

- 15.01 An employee shall be paid at the rate of one and one-half (1 ½) 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 14.01, 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 ½) 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 Physical Plant, (or in the event of his absence, a designate), and must be used 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). Accumulated time not taken off by April 30 will be cashed out to the employee. An employee shall be granted one opportunity at his/her discretion to cash out the balance of his/her accumulated overtime prior to April 30.

For employees whose regularly scheduled work week includes a Saturday and/or Sunday, overtime is calculated at one and one half (1-1/2) times his/her applicable hourly rate for all hours worked on his/her first day off and two (2) times his/her applicable hourly rate for all hours worked on his/her second day off. For this purpose, the first and second days off shall be considered to be the forty-eight (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.

- 15.02 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.

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.

- 15.03 An employee being asked to work overtime for two hours or more on short notice (same day), will be provided with a \$15.00 meal allowance.
- 15.04 An employee called back to work between regular shifts shall be paid for a minimum of four (4) hours at overtime rate.

ARTICLE 16 - PAID HOLIDAYS

- 16.01 The following shall be paid holidays under this Agreement:

- New Year's Day
- The day after New Year's Day
- Family Day
- Good Friday
- Victoria Day *

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

* 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.

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

16.03 An eligible employee will be paid for each of the holidays listed in Article 16.01 eight (8) hours pay at his/her applicable hourly rate.

16.04 In order to qualify for payment for any of the holidays designated in Article 16.01 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 16.01 if he/she has been laid off for thirty (30) or more calendar days prior to the holiday.

16.05 An otherwise eligible employee who is scheduled to work on one (1) of the paid holidays listed in Article 16.01 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 proceeding such holiday.

16.06 An employee shall be paid at the rate of one and one half (1 ½) 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.

16.07 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.

16.08 An employee shall not be paid for any of the holidays listed in Article 16.01 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.

16.09 For the three year period beginning on October 1, 2007, the paid holidays listed in 16.01 will be observed on the following dates:

2007

Monday, October 8 th	Thanksgiving Day
Monday, December 24 th	The Day before Christmas Day
Tuesday, December 25 th	Christmas Day
Wednesday, December 26 th	Boxing Day
Thursday, December 27 th	Floater
Friday, December 28 th	Floater
Monday, December 31 st	In lieu of Day After New Year's Day 2008

2008

Tuesday, January 1 st	New Year's Day
Monday, February 18 th	Family Day
Friday, March 21 st	Good Friday
Monday, May 19 th	Victoria Day
Tuesday, July 1 st	Canada Day
Monday, August 4 th	Civic Holiday
Monday, September 1 st	Labour Day
Monday, October 13 th	Thanksgiving Day
Thursday, December 25 th	Christmas Day
Friday, December 26 th	Boxing Day
Monday, December 29 th	In lieu of Day before Christmas Day
Tuesday, December 30 th	Floater
Wednesday, December 31 st	Floater

2009

Thursday, January 1 st	New Year's Day
Friday, January 2 nd	The Day After New Year's Day
Monday, February 16 th	Family Day
Friday, April 10 th	Good Friday
Monday, May 18 th	Victoria Day
Wednesday, July 1 st	Canada Day
Monday, August 3 rd	Civic Holiday
Monday, September 7 th	Labour Day
Monday, October 12 th	Thanksgiving Day
Friday, December 25 th	Christmas Day

Monday, December 28 th	In lieu of Day before Christmas
Tuesday, December 29 th	In lieu of Boxing Day
Wednesday, December 30 th	In lieu of Day after New Year's Day 2010
Thursday, December 31 st	Floater

2010

Friday, January 1 st	New Year's Day
Monday, February 15 th	Family Day
Friday, April 2 nd	Good Friday
Monday, May 24 th	Victoria Day
Thursday, July 1 st	Canada Day
Monday, August 2 nd	Civic Holiday
Monday, September 6 th	Labour 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 a.m. on Easter Monday.

When a paid Holiday falls on an employee's regularly scheduled day off, that employee will observe the Holiday on an alternate date. The Employer will advise such employees and the Union of the alternate date at least three (3) months prior to the alternate date of the Holiday.

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 17 - VACATIONS

17.01(a) Subject to 17.01(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 of the calendar vacation year

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

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.

17.01(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 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 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 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 17.01(b) (i), (ii), (iii), and (iv), "absent from work" is defined as absence resulting from layoff, leave of absence or suspension.

17.02 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.

17.03 An employee may elect to carry over up to 50% of his/her normal vacation entitlement to the following year. Employees must take a minimum of at least two weeks vacation in the year for which it was earned and any vacation carried over shall be taken in the following year subject to the provisions in Article 17.02.

17.04 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;

17.05 Employees, in order to be granted vacation by seniority, will have up to February 28 to submit their vacation requests. 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.

17.06 Vacation pay will be distributed through the regular pay deposit procedure.

17.07 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 18 - SENIORITY

18.01 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. This probationary period does not apply to an employee who has already completed his/her probationary period as a Casual Cleaner under the Casual Cleaners Collective Agreement. 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 13 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.

18.02 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.
 - (iii) An employee who elects to displace an employee who has lesser seniority as outlined above [18.02 (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.
- 18.03 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.
- 18.04 An employee who is unable to exercise his/her rights under article 18.02 (b) (ii) shall be notified by the Employer of any new job that becomes available during layoff.
- 18.05 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.
- 18.06 Notice of layoff as outlined in 18.05 will not be given to employees hired or recalled for a specified term or task.

18.07 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.

18.08 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.

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

18.10 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 19 - JOB POSTING

19.01 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 six (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.

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

19.03 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.

- 19.04 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.

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

- 19.05 **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.

- 19.06 The Employer will continue to provide Driver Training to non-Driver employees such that up to nine (9) such employees are trained. Employees wishing this training will notify their supervisor. Where expressions of interest exceed nine (9) employees, selection for training will be made on the basis of the seniority of those employees who have expressed interest. When the Employer is aware that it needs to cover a Driver's shift, prior to the day of the shift, such trained employees, who are scheduled to work on the same day as the Driver's shift, will be offered the shift, in accordance with seniority, provided the employee has a minimum of 8 hours off between shifts.

ARTICLE 20 - STEWARDS

- 20.01 The Employer will recognize up to 12 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 shall be on nights and one of which 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 the investigation of a complaint or 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.

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

20.03 Release time shall be granted from regularly scheduled hours, with no loss of regular pay or benefits, for the following purposes:

1. To represent the Union on committees or task forces that are created at the invitation of the Employer;
2. To participate in JWCC and/or other such labour-management meetings;
3. To represent employees in grievances per Article 20.01;
4. To attend meetings with the Employer which may include matters of absences due to illness or injury; and
5. To conduct employee orientations per Article 18.10.

The Steward shall first request permission from his/her supervisor, which permission shall not be unreasonably denied.

ARTICLE 21 - WAGES

21.01 The job classifications and hourly wage rates and their application are as set out in Appendix "A" 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. 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 three (3) working days of notification.

21.02 Employees who are scheduled and work the afternoon or night shift will be paid an additional seventy (70) cents per hour for each hour worked. Effective October 1, 2008, the premium shall increase to seventy-five (75) cents. Effective October 1, 2009, the premium shall increase to eighty (80) cents.

21.03 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 \$1.00 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.

A group leader appointed to coordinate the work of students hired for the summer period will be paid a premium of \$1.00 per hour above his/her regular rate of pay for the period in which he/she is directing the work of student employees.

21.04 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 18.

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.

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

21.06 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 seventy (70) cents per hour for such hours as they are so employed. Effective October 1, 2008, the premium will increase to seventy-five (75) cents. Effective October 1, 2009, the premium will increase to eighty (80) cents.

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

21.08 The employee has a choice of wearing either a smock or pant suit. The Employer will provide each year, four pieces of the uniform at the choice of the employee.

21.09 Storm Emergencies

Employees will be covered by the conditions set out in the University's Storm Emergency Policy.

On “closed” snow days, employees who are otherwise scheduled to work will be paid whether they come to work or not.

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.

21.10 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 seventy (70) cents per hour for each hour worked during this period. Effective October 1, 2008, the premium shall increase to seventy-five (75) cents. Effective October 1, 2009, the premium shall increase to eighty (80) cents.

21.11 Pager Pay

Employees in classifications 4A and SA may be requested by their supervisor to be on pager pay status for a period of time, and may elect to accept or refuse such status. Employees accepting pager pay status will be committed to being available for work, without limitation, during their non-scheduled hours. Employees who are assigned to pager pay will be required to carry a pager, must be able to respond to a page and arrive at the campus within 1 (one) hour of being called and requested to work, and must report to work in a fit state.

Payment will be made on the basis of one half hour at straight time rate for each eight (8) hours of pager pay status. Employees will accumulate such time until accruals total a multiple of eight (8) hours. Employees will have the option of being compensated in pay or taking the equivalent time off with pay. Payments for pager pay are not considered as hours worked for the purpose of overtime calculations. When an employee on pager pay status is required to report to work, the employee will be paid in accordance with the provisions of Article 15 - Overtime.

The call-in list shall be used in its normal sequence. If in this sequence the call is to the Employee on pager pay status, he/she will be required to attend to work.

ARTICLE 22 - SICK LEAVE

22.01 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.

22.02 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 seven hundred and twenty hours and will be calculated on the basis of the employee's commencement date in the bargaining unit.

22.03 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 seven hundred and twentieth hour, the Employer will continue to pay 50% of normal wage until the seven hundred and twentieth hour of absence.

- 22.04 (a) 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.
- (b) 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 they so choose to utilize existing sick leave provisions for the effected period, in accordance with all other provisions of Article 22. The unused vacation will be rescheduled at a later date in accordance with the provisions of Article 17.02.
- (c) Employees who book-off sick, after having worked at least four hours, will be paid for the remainder 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.
- 22.05 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.
- 22.06 (a) The employee will participate in the Return to Work Program. The employee has the right to the representation and support of his/her Union Steward, as requested.
- (b) With respect to 22.04 and 22.05 above, under the Return to Work Program, an employee may be required to authorize the exchange of relevant medical information between the Employee's physician and the Employer's physician by signing a consent form. If, in select instances, 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. In the event that a third (3rd) and independent medical examination is required, the Employee will attend at an appointment with a mutually acceptable physician and the Employer will bear the expense of the examination, including reasonable Employee travel expenses required to attend the appointment.
- (c) The Employee is responsible for costs incurred with respect to appointments at, or information required from, the Employee's physician. The Employer will reimburse the Employee for the costs incurred by the Employee with respect to appointments at, or getting information from, the Employer's physician.
- 22.07 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.

- 22.08 While receiving 100% of normal wages an employee will be required to make his/her full required contributions to the benefit program.
- 22.09 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.
- 22.10 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 22.07.
- 22.11 An employee's normal wage is his/her base hourly rate multiplied by the employee's regularly scheduled hours of work.
- 22.12 The employer will provide the employee with the accumulated sick bank hours on the bi-weekly pay cheque stubs,

ARTICLE 23 - NATIONAL SECURITY

- 23.01 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 24 - JURY DUTY

- 24.01 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 25 - BEREAVEMENT LEAVE

- 25.01 An employee shall be entitled to a leave of absence with pay, to a maximum of five (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.

An Employee shall be entitled to a leave of absence with pay, to a maximum of one (1) working day, in the event of the death of the Employee's spouse's grandparent.

25.02 An employee who needs to travel out of the country for the purpose of attending the funeral will be granted an additional three (3) consecutive unpaid working days.

ARTICLE 26 - WELFARE BENEFITS

26.01 (a) Employees, other than those in the classification of Cleaner, are eligible to participate in the Pension Plan for Hourly Employees of McMaster University, Major Medical Plan, Dental Plan, Group Life Insurance and Accidental Death and Dismemberment Plan.

The Employer will make payment as follows on behalf of eligible employees subject to the terms of the policies and appropriate legislation and where appropriate subject to the payment of the balance of the premiums by such employees through payroll deductions.

(b) In lieu of benefits, employees in the Cleaner classification will be paid, as part of their wage rate, \$0.65 per hour effective October 1, 2007; \$1.30 per hour effective October 1, 2008; and \$2.00 per hour effective October 1, 2009.

26.02 Pension Plan

Eligible employees will participate in the Hourly Pension Plan for Employees of McMaster University. The Employer will administer the Plan in accordance with the terms and conditions of the text of the Plan as amended February 21, 2001 and the appropriate legislation.

Those employees hired on or after October 1, 2007, who are eligible for participation in a pension plan, will be members of the Group Registered Retirement Savings Plan described in the letter on this subject attached to this collective agreement in Appendix E.

With the exception noted below, those employees who collect a pension immediately upon leaving the University continue to participate in the Major Medical, Dental and Group Life Plans as set out for retiring employees.

Those employees hired on or after October 1, 2004, with ten (10) years or more of service at retirement, who collect a pension immediately upon leaving the University, continue to participate in the Extended Health, Dental, and Group Life Plans as set out for retiring employees.

26.03 Major Medical Plan

The Employer shall pay 100% of the billed rates of premium for all eligible employees, for the Major Medical Plan in effect at the date of ratification.

Participation in this programme is a condition of employment. Eligible employees must enroll their eligible family members before benefits are provided.

26.04 Dental Plan

The Employer shall pay 100% of the billed rates of premium for all eligible employees for the Dental Plan in effect at the date of ratification.

Participation in this programme 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.

26.05 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 programme 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.

26.06 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.

26.07 An Employee on layoff for a period of thirteen (13) weeks or less may continue to participate in the Major Medical, Dental and Group Life Insurance Plans. Normal premium contributions will continue to be made by the Employer and the employee where appropriate.

An employee on layoff For a period in excess of thirteen (13) weeks may elect to continue to participate in the Major Medical, Dental and Group Life Insurance Plans beyond the thirteen week to a maximum of one (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 thirteen weeks.

26.08 The Employer will provide every employee with as benefit booklet that describes their coverage under the existing plans. The booklet will be updated within three (3) months of any changes to existing coverage.

ARTICLE 27 - PREGNANCY/PARENTAL LEAVE

27.01 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.

27.02 A pregnant employee is entitled to pregnancy leave and all prescribed benefits as outlined in the Employment Standards Act.

An employee is entitled to parental leave and all prescribed benefits as outlined in the Employment Standards Act.

27.03 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.

27.04 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.

27.05 A paid Paternity Leave will be granted to an employee for a period of up to five (5) working days upon the birth or adoption of his child

ARTICLE 28 - LEAVE OF ABSENCE

28.01 Subject to the University's work requirements, unpaid leaves of absence up to a maximum of three (3) months may be granted.

28.02 Employees will be granted one (1) Personal Leave Day with pay and with no loss of benefits, each calendar year.

Effective January 1, 2010, Employees will be granted two (2) Personal Leave Days with pay and with no loss of benefits, each calendar year.

28.03 An employee may take a leave of absence, without pay, for up to eight 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 and arranged with his/her supervisor.

ARTICLE 29 - TUITION ASSISTANCE/BURSARY PROGRAMME

29.01 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.

29.02 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%.

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

29.04 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.

29.05 A 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 three (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 programme shall remain unchanged for employees.

- 29.06 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 his/her supervisor, the cost of an Apprentice's books shall also be reimbursed to the employee upon submission of appropriate receipts.

ARTICLE 30 - TOOL ALLOWANCE

- 30.01 Designated employees (see Appendix "A" for classifications) will be paid a tool allowance of \$200 effective October 1 of each year of the agreement.

ARTICLE 31 - CONTRACTING OUT

- 31.01 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.

- 31.02 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.

ARTICLE 32 - PAY EQUITY

32.01 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 33 - PAID EDUCATION LEAVE (PEL)

33.01 Effective October 1, 2008, the Employer agrees to pay to the SEIU Local 2 BGPWU two (2) cents per hour per Employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading Employee skills in all aspects of trade union functions. The Union will provide the Employer with the information required to make these payments on a monthly basis. Payment will be accompanied by the information used to calculate the payment.

APPENDIX "A"
Job Classification and Stipulated
Hourly Job Rates

GROUP & CLASSIFICATION		10/01/07	10/01/08	10/01/09
5A	*Electrician Sub-Station	\$28.58	\$29.35	\$30.15
4A	*Electrician A *Plumber A *Electronics A *Carpenter A *Elevator Mechanic *Locksmith *Garage Mechanic *Utilities Operator *Millwright *Appliance Repairperson *Upholsterer *Control Mechanic	\$28.08	\$28.85	\$29.65
3C	Utilities Control Operator *Maintainer/Utilities Operator *Fire Technician	\$23.63	\$24.28	\$24.95
3A	*Plumber B Painter A *Facilities Maintenance Mechanic	\$21.81	\$22.41	\$23.03
2A	Carpet Installer	\$21.08	\$21.66	\$22.26
1A	Painter B Pest Control Operator *Maintainer A	\$20.89	\$21.46	\$22.05
5B	Gardener Equipment Operator	\$19.22	\$19.75	\$20.30
4B	Driver	\$18.42	\$18.93	\$19.45
3B	Incinerator Operator	\$18.17	\$18.67	\$19.18
2B	*Trades Helper Custodian 4 Labourer	\$17.74	\$18.23	\$18.73
1B	Custodian 3	\$16.83	\$17.29	\$17.77
1C	Cleaner - Base - Total **	\$12.33 \$12.98	\$12.67 \$13.97	\$13.02 \$15.02

* Entitled to Tool Allowance

** These rates include the amounts of pay in lieu of benefits for Cleaners as set out in Article 26.01 (b).

APPENDIX "B"
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 Director, Physical Plant 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.

APPENDIX "C"

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. Transfers will occur when a reciprocal transfer with another employee is agreed to or an approved vacancy exists,
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.

APPENDIX "D"

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 April 14 - Hours of Work.
2. Overtime for the regular work week is paid in accordance with Article 15 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.

APPENDIX "E"

McMaster University
And
SEIU Local 2 BGPWU
(Operations and Maintenance Unit)
Summary of Provisions

GROUP REGISTERED RETIREMENT SAVINGS PLAN

ELIGIBILITY

- Mandatory enrolment for those Employees in the Operations and Maintenance Bargaining Unit who qualify as follows:
 - All eligible Employees hired after October 1, 2007;
 - All eligible Employees working more than 24 hours/week;
 - Excluded from the above are all Employees in the cleaner classification in this bargaining unit including those currently employed. Also excluded are casual cleaners who make up the second bargaining unit.

WAITING PERIOD BEFORE ENROLMENT

- After expiry of probationary period.

CONTRIBUTIONS FOR SPECIFIC SITUATIONS

- Active (regular) employment – Employee deductions on 3.5% of base pay up to the YMPE (currently \$43,700 per year) and 5% of base pay above the YMPE, on a biweekly basis;
- Optional contributions while on maternity leave at the same rate as Active Employees, with employer matching contributions based on active employment rules;
- No optional contributions while on Unpaid Leave of Absence, Unpaid Sick Leave or WSIB;
- Voluntary additional contributions.

EMPLOYER CONTRIBUTION FORMULA

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

COVERED PAY

- Regular base earnings.

PAYMENT OF FEES

- Paid from the Plan

INVESTMENT

- The Employee will have options to invest theirs and the Employer's matching contributions, and voluntary additional contributions, on at least three (3) bases: conservative, inoderate 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 pension advice with respect to the investment options.
- Employees considering retirement have access to preretirement planning seminars.

FLEXIBILITY

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

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 Physical Plant J.H.S.C.

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
BENEFITS COMMITTEE

The parties agree to establish a Benefit Committee as a sub-committee of the JWCC that will have as its Mandate the discussion of the current benefit and pension plans. Without limiting the generality of this mandate, the parties may consider the Union Benefit Trust, and a Managed Drug Formulary. The Committee may invite outside guests to attend its meeting(s) to provide specific information for its consideration. The Committee may develop recommendations that it presents to its respective principals (the Union and the University).

**COLLECTIVE AGREEMENT
CASUAL CLEANERS**

PURPOSE/PREAMBLE

Same as full-time Collective Agreement.

ARTICLE 1 - TERM

1.01 - 1.04 - Same as full-time Collective Agreement - Article 1.

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 the buildings of the University on its present campus, 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 twenty-four (24) hours per week; and
- e) students hired for the school vacation period who perform grounds keeping work.

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 Same as full-time Collective Agreement - Art. 2.02

ARTICLE 3 - DEFINITIONS

3.01 Same as full-time Collective Agreement - Art. 3.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 - 4.04 - Same as full-time Collective Agreement - Art. 4.

ARTICLE 5 - UNION SECURITY

5.01 The Employer shall deduct union dues from the wages of all employees in the bargaining unit, in an amount specified in writing by the Union.

5.02 Employees shall become and remain members of the Union.

5.03 Same as full-time Collective Agreement - Art. 5.03

- 5.04 Same as full-time Collective Agreement - Art. 5.04
- 5.05 The Employer will recognize up to two (2) stewards from amongst the employees in this bargaining unit. 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.

ARTICLE 6 - NO HARASSMENT/NO DISCRIMINATION

- 6.01 The Employer will not discriminate against, interfere with, restrain or coerce employees because of membership in the Union.
- 6.02 Same as full-time Collective Agreement - Art. 6.02
- 6.03 Same as full-time Collective Agreement - Art. 6.03
- 6.04 Same as full-time Collective Agreement - Art. 6.04
- 6.05 Same as full-time Collective Agreement - Art. 6.05
- 6.06 Same as full-time Collective Agreement - Art. 6.07
- 6.07 Same as full-time Collective Agreement - Art. 6.08

ARTICLE 7 - JOINT WORKING CONDITIONS COMMITTEE

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

The 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.

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 Same as full-time Collective Agreement - Art. 7.02
- 7.03 Same as full-time Collective Agreement - Art. 7.03
- 7.04 Each of the Employer and the Union will have the option of appointing one (1) additional person to the Operations and Maintenance Joint Working Conditions Committee to represent the interests of this bargaining unit.

7.05 Same as full-time Collective Agreement - Art. 7.05

ARTICLE 8 - NO STRIKE/NO LOCKOUT

8.01 - 8.03 Same as full-time Collective Agreement - Art. 8

ARTICLE 9 - HEALTH AND SAFETY

9.01 Same as full-time Collective Agreement - Art. 9.01

9.02 Health and Safety Committees

The employees in this bargaining unit will be covered by the Central Joint Health and Safety Committee and by the Physical Plant Joint Health and Safety Committee.

9.03 Safety Equipment

The Employer agrees to provide protective equipment and clothing when required by the Occupational Health and Safety Act 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 Safety Clothing

Each benefit year (July 1 - June 30), every employee will be entitled to:

- a) Two (2) pairs of work pants; or
- b) Two (2) work shirts; or
- c) One (1) pair of work pants and one (1) work shirt.

The Employer agrees to reimburse 100% of the cost of one (1) pair of safety shoes or boots, to a maximum of \$75.00 per purchase. To be eligible for this reimbursement, the safety hoots or shoes must be designated as required by the Employer and must meet all relevant safety standards specified by the Employer. Further, such 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 contract.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 - 10.08 Same as full-time Collective Agreement - Art. 10

ARTICLE 11 - ARBITRATION

11.01 - 11.03 Same as full-time Collective Agreement - Art. 11

ARTICLE 12 - RECORD OF DISCIPLINE

12.01 - 12.02 Same as full-time Collective Agreement - Art. 12

ARTICLE 13 - DISCHARGE CASES

- 13.01 A claim by an 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 Assistant Director, Custodial Operations or his/her designate within five (5) working days after such employee ceases to work for the Employer.
- 13.02 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 14 - HOURS OF WORK AND SCHEDULING

- 14.01 The regular work day for casual custodial staff shall consist of a minimum of four (4) hours and up to eight (8) hours within a continuous 8.5 hour period.
- 14.02 For employees working an eight (8) hour shift, there shall be one uninterrupted unpaid meal period of one-half hour in each work day, and there will be two (2) paid break periods of 15 minutes each.
- 14.03 For employees working shifts that are less than eight (8) hours:
- a) if the shift is up to five (5) hours, there will be one paid break period of 15 minutes;
 - b) if the shift is more than five (5) hours, but less than eight (8) hours, there will be one break period of 15 minutes and one uninterrupted unpaid meal period.
- 14.04 The Union and the Employer agree that employees in this bargaining unit 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 his/her availability to work. Each employee must also advise the Employer in writing of any changes in his/her availability to work.
- 14.05 Subject to Article 14.08 the Employer will keep a list (" the List") of employees in this bargaining unit. 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.
- 14.06 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.

14.07 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.

14.08 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 his/her place in the sequence for all other work opportunities. The Employer and the Union agree that the work in the 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 14.08. The Employer will ensure at a minimum, the current compliment of such skilled employees will be maintained and to do so the Employer will provide necessary training.

The Employer may, with two (2) weeks written notice to the Union, within which time the Union shall have the opportunity to comment, advise the Union of any additional areas or work for which it intends to rely on this Article 14.08.

14.09 An employee who will not be available for work for a period of time exceeding one week is required to advise the Employer as to the length of time he/she will be unavailable. Upon becoming available for work again, the employee will resume his/her normal place on the List and will be offered work at such time as his/her name is next in sequence on the List.

14.10 An employee will be dropped from the List:

- a) After five (5) instances in a calendar year (other than as noted in 14.09 or as a result of planned or unplanned leave) of advising the Employer that he/she is unavailable for work assignments offered by the Employer;
- b) After three (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.

14.11 When the Employer identifies the availability of a series of custodial shifts recurring regularly for a period of at least one month and all available custodians in the full-time Operations and Maintenance 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 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.

14.12 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, the Employer will review with a Union Steward its accounting in respect of the employee(s) in question.

ARTICLE 15 - OVERTIME

15.01 An employee shall be paid at the rate of one and one-half times his/her applicable rate for authorized time worked in excess of eight (8) hours in a day.

15.02 If an employee is asked, on the same day that he/she is working, to work overtime for two hours or more, he/she will be provided with a \$15.00 meal allowance.

ARTICLE 16 - PAID HOLIDAYS

16.01 The following days shall be paid holidays in accordance with the provisions of the *Employment Standards Act, 2000, S.O. 2000, c41*, as amended:

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

ARTICLE 17 - VACATION PAY

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

ARTICLE 18 - SENIORITY

18.01 A new casual employee hired shall be considered as a probationary employee for the period of the first sixty (60) shifts for which he/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, unless the decision to terminate is made in bad faith.

18.02 For the purpose of determining seniority among the employees in this bargaining unit, 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.

18.03 A Casual Custodial employee who transfers into the full-time Operations and Maintenance bargaining unit and who later returns to the Casual Custodial bargaining unit as a result of the application of Article 19.04 of the Operations and Maintenance collective agreement, will retain the seniority he/she had prior to the transfer, augmented by the number of hours worked in the full-time custodial/cleaner position.

ARTICLE 19 - WAGES

19.01 The Casual Cleaner hourly wage rates are as follows:

Effective October 1, 2007	\$12.33
Effective October 1, 2008	\$12.67
Effective October 1, 2009	\$13.02

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 three (3) working days of notification.

19.02 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 two weeks notice of such change.

19.03 **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 20 - PLANNED LEAVE

20.01 An employee may request that his/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.

20.02 An employee may request that his/her name be temporarily suspended from the List of employees for reasons of an unpaid leave for up to three (3) months.

ARTICLE 21 - UNPLANNED LEAVE

21.01 If an employee refuses a work opportunity because of accident, bereavement, family emergency as set out in Section 50 of the *ESA*, illness, jury duty or Union business, the Employer will record such reason and will not count such refusal within the scope of Article

14.10. The Employer has the right to require employees to provide documentation to verify any such absence as it deems appropriate.

ARTICLE 22 - NATIONAL SECURITY

22.01 Same as full-time Collective Agreement - Art. 23

ARTICLE 23 - PAY EQUITY


23.01 The parties agree that the work performed in this bargaining unit comprise 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.

ARTICLE 24 - CONTRACTING OUT

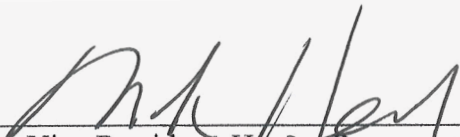
24.01 Same as full-time Collective Agreement - Art. 31.02.

SIGNED by the duly authorized representatives of the Parties.


McMASTER UNIVERSITY



Vice-President, Administration



Assistant Vice-President, Human Resources




Director, Employee/Labour Relations

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



Branch Local President



Secretary-Treasurer