

McMASTER UNIVERSITY

and

SERVICE EMPLOYEES'

INTERNATIONAL UNION

LOCAL 532

SOURCE	Univ		
EFF.	87	01	01
TERM.	87	12	31
No. OF EMPLOYEES	59		
NOMBRE D'EMPLOYÉS	59		

FOOD SERVICES STAFF

COLLECTIVE AGREEMENT

Expires 31 December 1987

528202

INDEX

<u>ITEM</u>	<u>ARTICLE</u>	<u>PAGE</u>
ARBITRATION PROCEDURE.....	VI	8
BEREAVEMENT PAY.....	XX.....	33
CALL IN ALLOWANCE.....	IX.....	12
CESSATION OF WORK.....	IV	4
CLASSIFICATIONS	XV.....	26
DEMOTION.....	XII.....	18
DISCHARGE.....	VII.....	10
DISCRIMINATION.....	III	3
GRIEVANCE PROCEDURE.....	V	5
HEALTH & WELFARE	XXI.....	34
HOURS OF WORK.....	VIII.....	11
JOB POSTING.....	XIII.....	24
JURY DUTY.....	XIX.....	32
LAYOFF & RECALL.....	XII.....	18
MAILING ADDRESSES	XXVI.....	40
MANAGEMENT RIGHTS.....	II	2
MEAL ALLOWANCE.....	IX.....	12
NATIONAL SECURITY.....	XVII.....	31
NOTICE OF RENEWAL.....	XXVI.....	40
OCCUPATIONAL HEALTH & SAFETY...XXIV.....		39
OVERTIME.....	IX.....	12
PAID HOLIDAYS.....	X.....	14
PROBATION.....	XII.....	18

INDEX

<u>ITEM</u>	<u>ARTICLE</u>	<u>PAGE</u>
PROMOTION.....	XII.....	18
RECOGNITION.....	I.....	1
SENIORITY.....	XII.....	18
SICK LEAVE.....	XVI.....	28
STEWARDS.....	XIV.....	25
TERMINATION.....	XXV.....	39
TUITION ASSISTANCE.....	XXIII.....	37
TUITION WAIVER.....	XXIII.....	39
UNIFORMS & SPECIAL CLOTHING.....	XXII.....	37
UNION SECURITY.....	XVIII.....	31
VACATIONS.....	XI.....	17
WAGES.....	XV.....	26
SCHEDULE "A" - RULES OF ARBITRATION.....		43
SCHEDULE "B" - JOB CLASSIFICATIONS & STIPULATED HOURLY RATES....		45

THIS AGREEMENT made as of the 21st
day of April, 1987

BETWEEN

MCMASTER UNIVERSITY
(hereinafter called the "Employer")

OF THE FIRST PART

- and -

SERVICE EMPLOYEES' INTERNATIONAL
UNION, Local 532
FOOD SERVICES
(hereinafter called the "Union")

OF THE SECOND PART

WITNESSETH the parties hereto hereby
agree as follows:

ARTICLE I - RECOGNITION

1.01 The Employer recognises the Union
during the term of this Agreement as the
exclusive bargaining agent for the purpose of
collective bargaining in respect to rates of

p&y* hours of work and other working conditions for all employees of the Employer in the Food Services Division of the Employer on its present campus, save and except chefs, assistant managers, supervisors, persons above the rank of chefs, assistant managers, and supervisors, office staff, head baker, persons hired under a rehabilitation program and persons regularly employed for not more than 24 hours per week.

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

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

ARTICLE II - MANAGEMENT

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

- (a) maintain order, discipline and efficiency;
- (b) hire, direct, classify, transfer, promote, demote, layoff, and for just cause, to discharge, suspend or otherwise disci-

pline employees, subject to the provisions of this agreement;

- (c) establish from time to time and enforce rules and regulations, not inconsistent with the provisions of this Agreement, governing the conduct of the employees, it being understood that any modified rule or regulation affecting members of the S.E.I.U. bargaining unit will be discussed with Union representatives prior to its enforcement; and
- (d) generally to manage and operate McMaster University Food Services

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

ARTICLE III - NO DISCRIMINATION

3.01 There shall be no discrimination by the Employer, the Union or any of its members against any employee because of membership or non-membership in any lawful union or because of that person's race, colour, creed or sex.

3.02 on the Employer's premises there shall be:

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

except as expressly permitted by this Agreement.

ARTICLE IV - NO CESSATION OF WORK

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

ARTICLE V - GRIEVANCE PROCEDURE

5.01(a) No thing herein shall prevent an individual employee from discussing a personal complaint with her immediate supervisor or from presenting a grievance on her own behalf as herein provided.

5.01(b) An employee shall have the right to the presence of a union steward, if she so requests and a steward is available, at a meeting convened by the Employer with an employee for the purpose of taking disciplinary action. It is recognized that it may be necessary to discipline or discharge an employee without the presence of a union steward but in such cases the chief steward will be notified as soon as possible thereafter. If such action is taken the employee may grieve the disciplinary or discharge action in accordance with the provisions or Article 5.03 or, in the case of discharge, Article 7.02.

5.02 Should any grievance arise between any employee and the Employer as to the interpretation, application, administration or alleged violation of this Agreement or as to working conditions, the employee shall discuss such complaint with her immediate supervisor and an earnest effort will be made to settle

such grievance without undue delay. **Failing** settlement of such complaint by discussion, it will be dealt with in the following manner:

5.03 Stage One. An aggrieved employee shall first submit her representation in writing to her immediate supervisor either directly or through her steward. Any such grievance shall be presented within 72 hours of the time when it arose. Such presentations shall state the nature of the grievance, the remedy sought and any provisions of the Agreement upon which the grievance is based.

5.04 Stage Two. If within 72 hours from the time such representations were presented, a decision satisfactory to the employee is not given, then such employee accompanied by a steward may within 72 hours after the decision of the Supervisor has been given or should have been given, present such written representations to the Director - Food Services or other person designated by the Employer.

5.05 Stage Three. If within 72 hours from the time representations at Stage Two were presented a decision satisfactory to such employee is not given, then such employee may within 48 hours after the decision of the Director - Food Services (or other designate) has been given or should have been given

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

5.06 Any difference arising directly between the Employer and the union as to the interpretation, application, administration or **alleged violation** of the Agreement may be submitted in writing by either party hereto with opportunity for discussion between the officers of the Union and representatives of the Employer. If the parties are unable to settle such a difference within 10 days from such discussion then the party to whom the said notice was delivered shall reply to such dif-

ference in writing within 15 days from such discussion.

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

ARTICLE VI - ARBITRATION

6.01 If any grievance relating to the interpretation, application, administration or alleged violation of this Agreement, including whether the matter is **arbitrable** or not, shall not have been satisfactorily settled pursuant to the provisions of Article 5, the matter may then by written notice of appeal given to the other party within 5 working days of the delivery of the decision of the Employer at St age Three, or in the case of a difference directly between the Union and the Employer, within 5 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 7 days from the receipt of the notice and the two arbitrators so appointed shall appoint a third who shall be the chairman. 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 chairman within 5 **days**, either party may request the Ontario Labour Management Arbitration Commission to choose the chairman. A chairman shall be chosen preferably from the judiciary, having regard to his impartiality, his qualifications in the interpretation of agreements and his familiarity with industrial relations. **The** decision of the majority *or* the arbitrators, or in the event there is no majority decision, the decision of the chairman, shall be final and binding upon all parties concerned and any employee affected by it, but in no event shall the arbitrators be **authorized** to alter, modify or amend any part of this Agreement.

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

6.03 The rules of arbitration annexed hereto as Schedule "A" shall govern the conduct of any arbitration proceedings hereunder. In any **arbitration** hereunder the presumption shall be, until the contrary shall have been

proven, that the provisions of this Agreement have been complied with.

ARTICLE VII - DISCHARGE CASES

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

7.02 A claim by an employee (other than a probationary employee) that she has been unjustly discharged will be treated as a grievance if a written statement of such grievance is lodged with the Director - Food Services within 5 days after such employee ceases to work for the Employer.

7.03 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) reinstating the employee with full compensation for time lost; or
- (c) by any other arrangement which may be deemed just and equitable in the circumstances.

ARTICLE VIII - HOURS OF WORK

8.01 The regular work week for all employees shall consist of forty (40) hours made up of 8 hours per day. Although there is no guarantee of forty (40) hours work the Employer undertakes to reduce the hours of casual employees whenever possible in order to attain the maximum number of regular straight time hours for the permanent employees. Employees wishing to work longer hours may make application to the office of the Assistant Director, Food Services. Such applications will be considered in respect to any positions within the same classification, requiring longer hours, which are available or become available. This action will be taken prior to the position being posted.

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

8.03 Work schedules shall be arranged so that weekends off shall be divided amongst permanent employees as equitably as possible. Whenever possible, days off shall be consecutive for permanent employees; however in the event that all employees cannot receive their days off consecutively seniority will apply.

A minimum of nine full calendar days notice will be given when the Employer finds it necessary to change an employee's regular day off. If **such** notice is not given then **the** employee will be paid at the rate of time and one half for those hours worked on the regular day off.

8.04 Employees who report for work for which they are scheduled **shall** be granted at least three (3) hours of work if no work is available shall be paid for at least three (3) hours at her regular rate. This provisions shall not apply for part-time employees or in the event of fire or flood or other emergencies beyond the control of the Employer.

ARTICLE IX - OVERTIME

9.01 An employee shall be paid at the rate of one and one half (1 1/2) times her applicable hourly rate for **authorized** time worked by her in excess of eight (8) hours in any day and eighty (80) hours in any two week period except when such employee works such excess hours because of mutual agreement with respect to a change of hours or shift.

9.02 Overtime shall be distributed as evenly as possible among the employees normal-

ly performing the work to be done, having due regard to the skills and ability required. Overtime will be on a voluntary basis provided that sufficient, qualified staff can be obtained to meet University requirements. Should sufficient staff not be available to meet requirements, then employees will be assigned to work.

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

9.04 An employee called back to work between regular shifts shall be paid for a minimum of four (4) hours at overtime rate.

ARTICLE X - PAID HOLIDAYS

10.01 The following shall be paid holidays under this Agreement:

New Year's Day
The day after New Year's Day
Good Friday
Victoria Day
Dominion Day
Civic Holiday
Labour Day
Thanksgiving Day
The full shift on the day before
Christmas Day
Christmas Day
Boxing Day
New Year's Eve

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

10.03 The Employer agrees that 4.8% of the employee's regular straight time earnings for the period from July 1st to the following June 30th will be paid in lieu of paid holidays at annual vacation or on December 15th. This is to be paid in a separate cheque from vacation pay or regular earnings. If an employee is

required to work on any paid holiday listed in Article 10.01 such employee will be paid for work so performed at the rate of one and one-half times her applicable hourly rate provided she works her full regular shift immediately preceding and immediately following such holiday.

10.04 If a paid holiday falls within an employee's vacation period, the said holiday will be added, if possible, to the employee's vacation period provided that such an arrangement does not interfere with the regular work load and/or vacation schedule of other employees.

10.05 For the one year period beginning on 1 January 1987, the specified holidays listed in 10.01 above will be observed on the following dates:

1987

Thursday	January	1	New Year's Day
Friday	January	2	The day after New Year's Day
Friday	April	17	Good Friday
Monday	May	19	Victoria Day
Wednesday	July	1	Canada Day
Monday	August	3	Civic Holiday
Monday	September	7	Labour Day
Monday	October	12	Thanksgiving Day
Thursday	December	24	The day before Christmas Day
Friday	December	25	Christmas Day
Monday	December	28	Boxing Day
Thursday	December	31	New Year's Eve

ARTICLE XI - VACATIONS

11.01 Employees shall be entitled to vacation with pay as follows:

<u>Length of Continuous Service as at June 30th</u>	<u>Length of Vacation</u>	<u>% of Gross BYTD (less previous vacation)</u>
10 months or less	1 day for each month of full service	0.4% per day
Over 10 months	2 weeks	4%
Over 4 years	3 weeks	6.122%
Over 10 years	4 weeks	8.333%
Over 18 years	5 weeks	10.638%
Over 30 years	6 weeks	13.043%

Note: BYTD is Benefit Year to Date Earnings which includes statutory holiday pay.

11.02 Vacations shall be taken at times convenient to the Employer - normally in the Christmas break, the study week break and the summer break. But notwithstanding the above,

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

- (1) that no more than two employees are absent on vacation at any one time;
- (2) that no more than one employee is absent on vacation from any one department; and
- (3) that no more than six employees are absent on vacation in this period.

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

11.03 Vacations shall be requested by employees no later than February 28. The University will notify employees no later than March 31st of the granting of vacations. The date on which vacation pay will be available will be posted every year as far in advance as possible.

ARTICLE XII - SENIORITY

12.01 A new employee shall be considered as a probationary employee for the period of the first 360 hours for which she is paid by the

employer. A part-time employee accepted for a regular position will not be required to serve a probation provided she has worked for a minimum of 360 hours in the job classification into which she is moving. In this respect employees who transferred from the employ of Beaver Food Service Associates Limited to the employ of **McMaster** University on January 1, 1971, will have their date of employment considered as the date that applied with Beaver Food Service Associates Limited in all matters except for pensions. Subject to the express provisions of this Agreement, a probationary employee shall be entitled to all the rights and privileges of all other employees hereunder. **Seniority** hereunder of any employee, including that of a probationary employee after she has completed her probation, shall commence with the date of her employment, provided that if there shall have been a break in service, her seniority shall mean the date of such employee's last **re-entry** into employment.

12.02 A break in service 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 7 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;
- (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 her intention to return to work after lay-off within 10 working days from the day the Employer's notice is sent;
- (f) fails to report for work on the date and at the time specified in such notice to the Employer ;
- (g) is absent from work without permission. Permission shall- **not** be unreasonably withheld. Employees must notify the Employer of illness if possible and must supply proof of illness if requested. It is recognised that it is the responsibility of each employee to advise the Employer of impending absence as soon as practicable in order that staff changes may be made.
- (h) for lay-off and recall attains age 65.

12.03 Promotion and demotions (except temporary ones not exceeding **six** calendar weeks) shall be based on the following factors:

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

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

12.04 Layoffs for more than one day and recalls will take place within classifications and shall be based on the following factors:

- (a) seniority on a campus wide basis;
- (b) the requirements and efficiency of operations and the skills, competence, ability, knowledge and training of the individual to do the job.

When in the judgment of the Employer, which shall not be exercised in an unfairly discriminating manner, the qualifications in factor (b) are relatively equal, as between

two or **more** employees, seniority shall govern.

An employee subject to layoff may elect to displace the least senior person, provided she is capable of doing the job, by notifying the Assistant Director, Food Services within twenty-four (24) hours of the posting of the work schedule for the layoff period. The exercise of seniority herein shall be subject to and in accordance with the provisions of Article 12.04 (b) above.

12.05 An employee who is to be laid off during the summer months will be given the opportunity of waiving recall rights for the period of May 1st to August 31st of that year. Recall during this period will then be restricted to those employees who have not waived their recall rights provided that, in the event the needs of the Employer cannot be met without recalling employees who have waived recall rights, then these employees will be recalled in inverse order of seniority.

12.06 Supervisors and persons above the rank of supervisors will not perform work which is normally performed by members of the bargaining unit so as to be the direct cause

of a layoff of an employee or failure to recall an employee, except in **cases** of:

- (a) training or experimentation;
- (b) emergencies;
- (c) qualified employees not being immediately available;

12.07 The Employee will supply to the Union a seniority list every four months.

12.08 An employee returning to work after an absence due to illness or accident or less than twenty-four (24) consecutive months will be allowed to displace a junior service employee in her former or lower classification, provided she is capable of performing the job of the junior service employee.

12.09 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.

ARTICLE XIII - JOB POSTING

13.01 When a vacancy (other than a vacancy considered by the Employer to be temporary only, it being understood that such temporary status will not prevail beyond a period of six (6) calendar weeks) 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.

13.02 In the event the Employer so fills a vacancy from amongst the applicants it need not post a notice with respect to the vacancy created by the successful applicant but will give preference to any employee who has been laid off within the previous 12 months before hiring any new employee or otherwise filling any vacancy from amongst its qualified employees. Consideration will also be given to employees qualified for the vacant position who had applied for the original job.

13.03 Temporary vacancies are vacancies which arise as a result of vacation, leaves of absence, sickness, accident, or vacancies which are expected to last less than six (6)

calendar weeks or vacancies **which are** to be filled by recalls from layoff.

ARTICLE XIV - STEWARDS

14.01 The Union may appoint one steward for each separate building to act as a grievance committee and the negotiating committee. Stewards will be appointed from among those **employees** who have been continuously in the employ of the Employer for at least one year prior to their election. One of the appointed stewards may be elected as Chief Steward. The function of the stewards will be to assist **in** the processing of grievances hereunder and to use their best efforts by word and example to require the employees to abide by the terms of this 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 her work temporarily in respect to a grievance at Stages 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.

14.02 In the event of a layoff the union steward shall be the last person to be laid

off from, and the first to be recalled to, the area in which the employee serves as steward so long as work is available in her regular or a lower classification.

ARTICLE XV - WAGES

15.01 The job classifications and hourly wage rates and their application are as set out in Schedule "B" hereto. Such wages shall be paid on every second Friday or the immediately preceding business day if such 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.

15.02 If an employee substitutes on any job during the absence of another employee or performs duties of a higher classification for a period in excess of one day she shall receive the rate for the job or her regular rate whichever is the greater from the first day. In circumstances involving the training and development of personnel the Employer and the employee may agree upon an extension of this period .

15.03 The present practice with respect to meals and rest periods shall be continued during the life of this Agreement. The meal

allowance for taxable benefit purposes will be increased to:

\$1.00 per day in 1987

\$1.25 per day in 1988

\$1.50 per day in 1989

The meal allowance will only be accounted for if a meal is eaten.

15.04 Starting rates are to be 14¢ per hour less than those listed in Schedule "B". Employees' rates will be increased by one half of this differential at the end of six months in the classification and the balance of the differential will be added to the rate at the end of twelve months in the classification. An employee promoted to a higher **classification**, who, in the judgment of the Employer is suitably experienced, will be paid at the job rate of the new classification.

15.05 A group leader is an employee who is given an assignment by the supervisor to co-ordinate the work of other employees or is required to fill in for the supervisor in her absence. This responsibility may be additional to the employee's regular work. A group leader does not have the right to discipline employees but is responsible to the supervisor for the efficient performance of the work of the employees assigned to the group leader.

This **does not** constitute an occupational **classification** for seniority purposes.

A group leader, when so designated by management, will be paid a premium of thirty cents (30) per hour above her **regular rate** of pay for **the** period in which she is directing the work of employees. This shall not apply to such ordinary instructions as are directed to junior classifications or to the training of apprentices.

ARTICLE XVI - SICK LEAVE

16.01 The University sick leave plan provides employees with income while they are legitimately unable to work due to disability resulting from accident or sickness.

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

16.03 Provided it is established that absence is due to disability, an employee who has completed her probation period will be

paid one hour of accumulated sick leave for each hour of absence until the sick leave accumulation is exhausted. In the event the sick leave accumulation is exhausted prior to the six hundredth hour, the University will continue to pay 50% of normal wage until the six hundredth hour of absence.

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

16.05 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.

16.06 With respect to 16.04 and 16.05 above an employee may be required to be examined by a physician appointed by the University. In the event of a difference of opinion, the employee will have the right to a third medical opinion, at the Employer's expense, by a mutually acceptable physician.

16.07 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.

16.08 Sick leave provision to be used for visit to Doctor or Dentist. Time taken to be deducted from sick bank in full hours (1/2 hour or more rounded to next hour) and counts as appropriate fraction of occurrence.

16.09 While receiving 100% of normal wages an employee will be required to make her full required contributions to the benefits programs.

16.10 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 benefits.

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

16.12 The Employer will, twice each year, supply the **Union with a list** of sick leave hours accumulated by employees.

ARTICLE XVII - NATIONAL SECURITY

17.01 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 XVIII - UNION SECURITY

18.01 During the life of this Agreement, the Employer shall deduct Union dues in an amount specified in writing by the Union, from the wages of all employees in the bargaining unit and remit the same, together with a list of the names of the employees from whom the deductions were made, to the **Secretary-Treasurer** of the Union who shall acknowledge receipt. At this time the Employer will supply the Social Insurance Number with the name of each new employee. It is agreed that each new employee will be deducted union dues

only following the completion of her probation **period.**

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

18.03 The Employer further agrees that in the event of an employee being on vacation at the time of a regular deduction, such deduction shall be made from the employee's vacation **pay.**

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

ARTICLE XIX - JURY DUTY

19.01 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 her for her jury service and the amount she

would have received for services normally rendered to the Employer during the same period of time.

ARTICLE XX - BEREAVEMENT PAY

20.01 An employee shall be permitted time off from work for the purpose of arranging and attending the funeral of a member of her immediate family, up to a maximum of three days. Where any of such days falls on a scheduled working day for the employee, she shall be paid a bereavement allowance for the hours she was scheduled to work at her applicable hourly rate. Immediate family shall mean spouse, son, daughter, mother, father (or, in lieu of mother or father, anyone who has been responsible for the complete care and upbringing of the employee), sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law except that a maximum of one day only will be allowed for attendance at the funeral of a sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandmother, grandfather, or grandchildren. When travelling distance prohibits the attendance at a funeral of an employee's spouse, son, daughter, mother, father, sister or brother, the employee will be given a one day bereavement leave on the day of the funeral.

ARTICLE XXI - HEALTH AND WELFARE

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

- (a) 100% of the Ontario Health Insurance Plan premium;
- (b) 100% of the Employer's Major Medical Insurance Plan premium;
- (c) 100% of the premium for Sun Life of Canada Dental Plan, no deductibles, 100% coverage for diagnostic, preventive, and palliative services, 80% coverage for restorative, **endodontic, periodontic**, and surgical procedures, and each July based **on the** previous year's Ontario Dental Association Fee Schedule;
- (d) 100% of the premium for a Vision Care Plan which provides a benefit of \$100 every two years.

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

Employees regularly working more than twenty four but less than thirty five hours per week

will participate in the Employer's Long Term Disability plan subject to a one year waiting period commencing with the date of their appointment to a regular position of more than twenty four hours per week.

21.02 An employee placed on layoff for a temporary period of thirteen continuous weeks or less, or who is to be laid off for the summer and recalled in September, may continue to participate in the OHIP, Major Medical and Group Life Insurance plans and the Dental Plan. Normal premium contributions for these coverages will continue to be made by the employee and the Employer.

For layoffs in excess of thirteen continuous weeks (excluding summer layoffs), the employee may, by paying both the normal employee and Employer portion of the premiums, continue existing OHIP, Major Medical and Group Life Insurance coverage, and the Dental Plan coverage beyond the thirteen week period to a maximum of one year from the date of layoff.

21.03 The Employer agrees to continue for the duration of this agreement, the Contributory Pension Plan as established January 1, 1986 in accordance with the terms

conditions of the official text of **the** Plan and **the** appropriate legislation.

The plan requires an employee contribution of two and one half percent of his regular annual earnings. The annual benefit payable to the employee on retirement is the sum of:

- (a) one percent of his **regular** annual earnings in 1978 times his years of pensionable service to June 30, 1979;
- (b) forty percent of his contributions from July 1, 1979 to retirement.

NOTE : Regular annual earnings are defined as the employee's hourly rate on July 1 times his regular number of hours from July 1 to June 30. Effective July 1, 1981, the **Plan** will be amended to include those employees who regularly work more than 24 hours per week.

21.04 Employees are entitled to pregnancy leave without pay as outlined in and in accordance with the Ontario Ministry of Labour Employment Standards Act. Employees with at least one (1) year's seniority are entitled to adoption leave for up to a maximum of seventeen (17) weeks.

The unpaid leaves of absence provided for under this Article may be extended to a total period of six (6) months upon the application in writing to the Employer at least two weeks prior to the expiration of initial leave.

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

ARTICLE XXII - UNIFORMS AND SPECIAL CLOTHING

22.01 The Employer shall supply and launder uniforms, shirts, trousers and smocks required by employees in the performance of their duties or any other arrangement which is acceptable to the Employer and the Union.

22.02 The University will provide a choice of either pant suit or dress for female employees. For special functions or banquets female employees must wear dress uniforms provided for the special function or banquet.

ARTICLE XXIII - TUITION ASSISTANCE

23.01 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 , work-

shops or other courses not **part** of a formal education program leading to a certificate, degree or diploma do not qualify for tuition assistance.

23.02 Assistance will be given for a **maxi-** mum 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 provided for late or supplementary fees and if a course is repeated assistance will be reduced by 50%.

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

23.04 Application for tuition assistance **must be made** on the appropriate form and approved by the employee's supervisor, the Director of Food Services and the Manager, Employee Relations 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.

23.05 Effective January 1, 1987, Waiver of Tuition fees, ~~similiar~~ to McMaster Plan dated July 1, 1986.

ARTICLE XXIV - OCCUPATIONAL HEALTH AND SAFETY

24.01 The Employer, the Union and the employees agree that they mutually desire to maintain standards of safety and health in order to prevent injury and illness. The parties therefore **recognize** their responsibility in providing a safe and healthy working environment and agree to continue their spirit of co-operation and goodwill in implementing and abiding by the Occupational Health and Safety Act, 1978, S.O. 1978, c.83 and the Regulations.

24.02 The Employer agrees to pay 100% of the cost of one pair of safety shoes to a maximum of \$50 once per year. The foregoing shall be applicable to seniority employees.

ARTICLE XXV - TERMINATION

25.01 This Agreement shall be in effect from the 1st day of January, 1987 and shall terminate on the 31st day of December 1987.

ARTICLE XXVI - NOTICE OF RENEWAL

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

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

Manager, Employee Relations
McMaster University
1280 Main Street West
Hamilton, Ontario
L8S 4L8

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

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

26.04 Retroactivity will be paid to all employees on the payroll on April 21, 1987, for all hours paid by the University during the period January 1, 1987 to the date of implementation of the new rate, in accordance with the amended wage Schedule.

If an employee has terminated his employment since January 1, 1987 the University agrees to notify the employee by notice in writing at the last known address on the records of the University.

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

EXECUTED at Hamilton as of the date first above written.

McMASTER UNIVERSITY

4.1.1

Director, Personnel Services

[Signature]

Vice-President, Administration

SERVICE EMPLOYEES' INTERNATIONAL UNION,
LOCAL 532

[Signature]

President

[Signature]

Secretary-Treasurer

SCHEDULE "A"

RULES OF ARBITRATION

1. Arbitration shall be heard at a place mutually agreed upon, and in default of agreement, at Hamilton, Ontario.
2. In any arbitration, the written representation of the employee made to the Manager, Employee Relations and his 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 of 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 chairman. 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 witness.
5. The Employer and the Union shall each be responsible for one-half of the expenses of and fees payable to the chairman of **the** arbitrators in addition to the expense of their own nominee.
6. The award of the arbitrators shall be given within a period of fifteen (15) days after the close of the hearings.

SCHEDULE "B"

JOB CLASSIFICATIONS AND STIPULATED

HOURLY JOB RATES

<u>Level And Classification</u>	<u>12/27/86</u>	<u>06/27/87</u>
1 First Cook	\$10.64	\$10.88
2 Second Cook	\$10.22	\$10.46
3 Porter Helper Bartender	\$10.04	\$10.27
4 Third Cook Sr. Cafeteria Help	\$ 9.77	\$ 9.99
5 Dishwasher Cashier	\$ 9.68	\$ 9.90
6 General Cafeteria Help Waitress/Waiter	\$ 9.53	\$ 9.75

NOTE: Cashiers will be paid at the cashier's rate of pay only when actually performing the job of cashier.