

Preamble

THIS AGREEMENT made as of the 4th day of October, 1999

BETWEEN:

McMaster University,
(hereinafter referred to as the "Employer")

OF THE FIRST PART

- and -

SERVICE EMPLOYEES' INTERNATIONAL UNION, Local 532
HOSPITALITY SERVICES
(hereinafter referred to as the "Union")

OF THE SECOND PART

WITNESSETH the parties hereto hereby agree as follows:

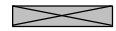


Office of Human Resources McMaster University

ARTICLE I - PURPOSE

1.01 The general purpose of this Agreement is to maintain an orderly collective bargaining relationship between the Employer and the Union for the purpose of setting forth satisfactory terms and conditions of employment for employees covered by this Agreement and to ensure an ongoing spirit of cooperation and goodwill between the Employer and its employees.

1.02 Further, this Agreement will provide procedures for the prompt handling and disposition of complaints and grievances arising under this Agreement.



Office of Human Resources McMaster University

ARTICLE I- PURPOSE

Same as full-time Collective Agreement - [Article 1](#)



Office of Human Resources McMaster University

ARTICLE II - RECOGNITION

2.01 The Employer recognizes the Union during the term of this Agreement as the exclusive bargaining agent for the purpose of collective bargaining in respect to rates of pay, hours of work and other working conditions for all employees of the Employer in the Hospitality Services Division of the Employer on its present campus, save and except chefs, assistant managers, supervisors, persons above the rank of chefs, office staff, head baker, persons hired under a rehabilitation program and persons regularly employed for not more than 24 hours per week.

2.02 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.

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

2.04 For the purposes of this Agreement, all current references to 'unit' will be deleted and replaced by reference to Facility and Work Station. Facility means a location such as Commons, Chester New Hall, etc. Work station means a functional area such as Pizza Pizza, Tim Hortons, cashier, etc.



ARTICLE II- RECOGNITION

As per Labour Board Certificate



Office of Human Resources McMaster University

ARTICLE III - MANAGEMENT

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

- (a) maintain order, discipline and efficiency;
- (b) hire, direct, classify, transfer, promote, demote, layoff, and for just cause, to discharge, suspend or otherwise discipline employees, subject to the provisions of this agreement;
- (c) establish from time to time and enforce rules and regulations 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 Hospitality Services.

3.02 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- MANAGEMENT

Same as the full-time Collective Agreement - [Article 3](#)

As per Labour Board Certificate



Office of Human Resources McMaster University

ARTICLE IV - JOINT WORKING CONDITIONS COMMITTEE

4.01 During the life of this Agreement, the Employer and the Union agree to maintain a Joint Working Conditions Committee to foster the development of improvements in the work relationships and deal with issues of concern raised by either party respecting work and working conditions.



Office of Human Resources McMaster University

ARTICLE IV - NO HARRASSMENT/NO DISCRIMINATION

Same as the full-time Collective Agreement - [Article 5](#)

As per Labour Board Certificate



Office of Human Resources McMaster University

ARTICLE V - NO HARASSMENT/NO DISCRIMINATION DISCRIMINATION

5.01 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 or non-membership in the Union.

5.02 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.

5.03 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.

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

5.05 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.

5.06 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.



ARTICLE V - NO CESSATION OF WORK

Same as the full-time Collective Agreement - [Article 6](#)

As per Labour Board Certificate



Office of Human Resources McMaster University

ARTICLE VI - NO CESSATION OF WORK

6.01 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 VI - GRIEVANCE PROCEDURE

Same as the full-time Collective Agreement - [Article 7](#)

As per Labour Board Certificate



Office of Human Resources McMaster University

ARTICLE VII - GRIEVANCE PROCEDURE

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

7.01(b) An employee shall have the right to the presence of a union steward, if he/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 of [Article 7.03](#) or, in the case of discharge, [Article 10.02](#).

7.02 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 Manager 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:

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

7.04 Stage Two. If within 5 working days from the time such

representations were presented, a decision satisfactory to the employee is not given, then such employee accompanied by a steward may within 5 working days after the decision of the Manager has been given or should have been given, present such written representations to the Director, Hospitality Services or other person designated by the Employer.

7.05 Stage Three. If within 5 working days from the time representations at [Stage Two](#) were presented a decision satisfactory to such employee is not given, then such employee may within 48 hours after the decision of the Director, Hospitality 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, Hospitality 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 working days from the date

upon which such officer received written notice of the matter. Such officer shall give the decision in writing on behalf of the Employer.

7.06 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 working days from such discussion then the party to whom the said notice was delivered shall reply to such difference in writing within 15 working days from such discussion.

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



ARTICLE VII - ARBITRATION

Same as the full-time Collective Agreement - [Article 8](#)

As per Labour Board Certificate



Office of Human Resources McMaster University

ARTICLE VIII - ARBITRATION

8.01 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 7](#), 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 7 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 or 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.

8.02 Notwithstanding the provisions of [Section 8.01](#), 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.

8.03 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 VIII - DISCHARGE CASES

Same as the full-time Collective Agreement - [Article 10](#)

As per Labour Board Certificate



Office of Human Resources McMaster University

ARTICLE IX - RECORD OF DISCIPLINE

9.01 The Employer 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.



Office of Human Resources McMaster University

ARTICLE IX - HOURS OF WORK

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

9.02 Employees required to report to work, who work less than 3 hours will be paid for at least 3 hours, unless they are hired to work less than 3 hours a day.

The provision shall not apply in the event of fire, flood or other emergencies beyond the control of the Employer.

As per Labour Board Certificate



ARTICLE X - DISCHARGE CASES

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

10.02 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 Director, Hospitality Services within 5 working days after such employee ceases to work for the Employer.

10.03 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 X - OVERTIME

10.01 Same as the full-time Collective Agreement - [Article 12.01](#)

10.02 Same as the full-time Collective Agreement - [Article 12.02](#)

10.03 Same as the full-time Collective Agreement - [Article 12.03](#)

As per Labour Board Certificate



Office of Human Resources McMaster University

ARTICLE XI - HOURS OF WORK

11.01 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 Director, Hospitality 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.

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

11.03 Where it is necessary to schedule weekend work it shall be scheduled in reverse order of seniority with the most junior qualified employees being scheduled first and progressing up the seniority list until no further weekend scheduling is required. Where such scheduling is required it shall be done on the basis of the requirements of a facility and a speciality work station. 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.

11.04 Where a senior employee requests to work weekends he/she will be given first priority for available work in his/her facility and speciality work station.

11.05 Employees who report for work for which they are scheduled shall be granted at least three (3) hours of work and if no work is available shall be paid for at least three (3) hours at his/her regular rate. This provision 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 XI - PAID HOLIDAYS

11.01 Same as the full-time Collective Agreement - [Article 13.01](#)

11.02 Same as the full-time Collective Agreement - [Article 13.02](#)

11.03 To qualify for paid Public Holidays an employee must have been employed over 3 months and have earned wages on twelve days of the four weeks preceding the holiday as per Employment Standards Act.

11.04 Regularly scheduled part-time employees will be paid for Public Holidays at the rate of 4.8% of the employee's regular straight time earnings for the period from July 1st to the following June 30th. If a part-time employee is required to work on any paid holiday listed in [Article 11.01](#) such employee will be paid for work so performed at the rate of one and one-half times his/her applicable hourly rate.

11.05 Same as the full-time Collective Agreement - [Article 13.05](#)

As per Labour Board Certificate



ARTICLE XII - OVERTIME

12.01 An employee shall be paid at the rate of one and one half (1-1/2) times his/her applicable hourly rate for authorized time worked by him/her in 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.

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 32 hours.

This time is to be taken only with the prior approval of and at the sole discretion of the Director of Hospitality Services or his/her designate and must be used or compensated for in money at the rate so earned at 1-1/2 times (i.e. 8 hours worked = 12 hours time off) by the end of each fiscal year (currently May 1 to April 30).

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

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

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



ARTICLE XII - VACATIONS

12.01 Same as the full-time Collective Agreement - [Article 14.01](#)

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

12.03 Same as the full-time Collective Agreement - [Article 14.03](#)



Office of Human Resources McMaster University

ARTICLE XIII - PAID HOLIDAYS

13.01 The following shall be paid holidays under this Agreement: New Year's Day

The day after New Year's Day

Good Friday

Victoria Day

Canada Day

Civic Holiday

Labour Day

Thanksgiving Day

The full shift on the day before Christmas Day

Christmas Day

Boxing Day

New Year's Eve

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

13.03 Statutory Holidays shall be paid each time a Statutory Holiday occurs within that pay period, regardless if the employee is at work or laid off. The amount to be paid shall be sixty-five percent (65%) of the normal daily earnings. At the end of the fiscal year, June 30, an adjustment will be made to reflect the difference between 65% of the normal daily earnings and 4.8% of the employee's regular straight time earnings for the period from July 1st of the previous year to June 30th of the present year.

13.04 If an employee is required to work on any paid holiday listed in [Article 13.01](#) such employee will be paid for work so performed at the rate of one and one-half times his/her applicable hourly rate provided he/she works his/her full regular shift immediately preceding and immediately following such holiday.

13.05 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.

13.06 For the four year period beginning on 1 January 1999, the specified holidays listed in [Article 13.01](#) above will be observed on the following dates:

1999

Friday	January 1	New Year's Day
Friday	April 2	Good Friday
Monday	May 24	Victoria Day
Thursday	July 1	Canada Day
Monday	August 2	Civic Holiday
Monday	September 6	Labour Day
Monday	October 11	Thanksgiving Day

Monday	December 27	In lieu of Christmas Day
Tuesday	December 28	In lieu of Boxing Day
Wednesday	December 29	In lieu of Day before Christmas
Thursday	December 30	In lieu of New Year's Day 2000
Friday	December 31	New Year's Eve

2000

Friday	April 21	Good Friday
Monday	May 22	Victoria Day
Monday	July 3	Canada Day
Monday	August 7	Civic Holiday
Monday	September 4	Labour Day
Monday	October 9	Thanksgiving Day
Monday	December 25	Christmas Day
Tuesday	December 26	Boxing Day
Wednesday	December 27	In lieu of Day before Christmas
Thursday	December 28	In lieu of New Year's Eve
Friday	December 29	In lieu of Day after New Year's Day

2000

2001

Monday	January 1	New Year's Day
Friday	April 13	Good Friday
Monday	May 21	Victoria Day
Monday	July 2	Canada Day
Monday	August 6	Civic Holiday
Monday	September 3	Labour Day
Monday	October 8	Thanksgiving Day
Monday	December 24	Day before Christmas
Tuesday	December 25	Christmas Day
Wednesday	December 26	Boxing Day
Thursday	December 27	In lieu of Day after New Year's Day 2001
Friday	December 28	In lieu of Day after New Year's Day

2002

Monday	December 31	New Year's Eve
--------	-------------	----------------

2002

Tuesday	January 1	New Year's Day
Friday	March 29	Good Friday
Monday	May 20	Victoria Day
Monday	July 1	Canada Day
Monday	August 5	Civic Holiday
Monday	September 2	Labour Day
Monday	October 14	Thanksgiving Day
Wednesday	December 25	Christmas Day
Thursday	December 26	Boxing Day
Friday	December 27	In lieu of Day before Christmas
Monday	December 30	In lieu of Day after New Year's

Day 2003

Tuesday	December 31	New Year's Eve
---------	-------------	----------------



Office of Human Resources McMaster University

ARTICLE XIII - SENIORITY

13.01 A new employee shall be considered as a probationary employee for the period of the first 480 hours 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 part-time employees hereunder. Seniority hereunder of any part-time employee, including that of a probationary employee after he/she has completed the probationary period shall commence with the date of 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.

13.02 For the purpose of competitive full time seniority, ie. job posting, lay off, vacation selection; a part time employee entering the full time unit shall commence their full time seniority on the date they become a full time employee. It is further understood that corporate seniority, ie. pension, vacation entitlement; shall commence on the date of hire in the part time unit.

13.03 Same as full-time Collective Agreement - [Article 15.02](#) with the exception of "C" as follows:

. . . does not work for a six month period. Periods of approved sickness and Workers' Compensation will not be included in the above-mentioned six month period.

13.04 Same as the full-time Collective Agreement - [Article 15.03](#)

13.05 Same as the full-time Collective Agreement - [Article 15.04](#)

13.06 Same as the full-time Collective Agreement - [Article 15.06](#)

13.07 Same as the full-time Collective Agreement - [Article 15.07](#)

13.08 Same as the full-time Collective Agreement - [Article 15.08](#)

13.09 Same as the full-time Collective Agreement - [Article 15.09](#)



ARTICLE XIV - VACATIONS

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

Length of Continuous Service as At June 30th	Length of Vacation	% of Gross BYTD(less previous vacation)
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.

14.02 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 assigned facility;
- (3) that no more than six employees are absent on vacation in this period; and
- (4) full time employees shall be granted vacation preference over part time employees in facilities or work stations that are not closed.

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

14.03 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. Vacation pay will be paid on normal pay days during the period that vacation time has been declared. If a vacation pay advance is required it must be requested 10 working days prior to start of vacation. If no vacation time is declared, the University will assume that vacation is in July and provide vacation pay by direct deposit at that time.

14.04 Employees eligible for vacation in accordance with [Article 14.02](#) and [14.03](#) shall be entitled to take vacation time in one (1) day intervals to a maximum of five days.



Office of Human Resources McMaster University

ARTICLE XIV - JOB POSTING

14.01 Same as the full-time Collective Agreement - [Article 16.01](#)

14.02 Same as the full-time Collective Agreement - [Article 16.02](#)

14.03 Same as the full-time Collective Agreement - [Article 16.03](#)

14.04 When a job is posted under the full-time collective Agreement and no full-time employee is successful in obtaining that position, then applicants from the part-time Unit will be considered before the Employer will consider hiring from outside. An employee who transfers from part-time to full-time and vice-versa, will retain seniority accumulated to the date of such transfer.



ARTICLE XV - SENIORITY

15.01 A new employee shall be considered as a probationary employee for the period of the first 480 hours for which he/she is paid by the employer. A part-time employee accepted for a regular position will not be required to serve a probation provided he/she has worked for a minimum of 480 hours in the job classification into which he/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 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.

15.02 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 10 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) fails to notify the employer of his/her intention to return to work following lay-off within 10 working days of the date on which the employer sent notice of recall by registered mail. It shall be the responsibility of the employee to ensure that the Staffing Coordinator is provided with a current address and telephone number;
- (f) fails to report for work on the date and at the time specified in such notice to the Employer;
- (g) is absent from work without permission. Permission shall not be unreasonably withheld. Employees must notify the Employer of illness if possible and must supply proof of illness if requested. It is recognized that it is the responsibility of each employee to advise the Employer of impending absence as soon as practicable in order that staff changes maybe made;
- (h) for lay-off and recall attains age 65.

15.03 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 basic 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.

15.04 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 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.

An employee subject to layoff may elect to displace the least senior person, provided he/she is capable of doing the job, by notifying the appropriate Hospitality Services Manager within five (5) days 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 15.04 \(b\)](#) above. In displacing the least senior employee within the provisions set out in this Article, the effected employee will be allowed to displace to the level of the least senior employee with the same number of scheduled hours.

15.05 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 reverse order of seniority.

15.06 Subject to the terms and conditions of [Article 15.05](#), availability of employees and business conditions, the employer agrees to employ a minimum of 12 employees during the months of May through August, in any combination of full time employees and part time employees based on the offer of available positions being first made to full time employees and then to part time employees.

15.07 Manager and persons above the rank of Manager 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.

15.08 The Employer will supply to the Union a seniority list every four months.

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

15.10 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 XV - STEWARDS

15.01 The Union may appoint one (1) steward from either the full-time Union Stewards or from the part-time employees to perform Union Steward duties on behalf of the part-time employees. The steward would act on the grievance committee and the negotiating committee, and will be appointed from among those employees who have been continuously in the employ of the Employer for at least one year prior to the election. The function of the Steward 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 his/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.

15.02 Same as the full-time Collective Agreement - [Article 17.02](#)



ARTICLE XVI - JOB POSTING

16.01(a) When a vacancy (other than a temporary vacancy as defined in [16.03](#)) occurs in any occupational classification covered by this Agreement, the Employer shall, if it determines to fill such vacancy, for 5 working days post a notice on bulletin boards stating that it intends to fill the vacancy and the date by which application should be submitted.

16.01(b) The Employer will fill vacancies posted in accordance with [Article 16.01 \(a\)](#) by assigning the successful internal candidate, where applicable, who has been awarded the position, within 28 days from the end of the posting period.

16.02 In the event the Employer so fills a vacancy from the applicants, it will post the secondary vacancy. Consideration will also be given to employees qualified for the vacant position who had applied for the original job.

16.03 A temporary vacancy is a vacancy created by an employee's absence due to maternity/parental leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed six calendar weeks.

a) Full-time employees will be given the first opportunity to fill temporary vacancies exceeding six calendar weeks if they apply for the purpose of obtaining a higher job classification or of increasing their weekly hours of work.

b) A senior part-time employee will be temporarily assigned to the resulting full-time vacancy for the purpose of obtaining a higher classification or increasing their weekly hours of work.

The full-time employee and/or the senior part-time employee as outlined in a) or b) above must have the qualifications as outlined in [Article 15.03](#) in order to be assigned to the vacancies as per the provisions of this article.

If a part-time employee fills a temporary position he/she will remain on part-time status and hours worked in the above temporary full-time position will be added to the employee's part-time seniority. If a temporary vacancy subsequently becomes a regular job, it will be reposted.

Upon return of the employee from his/her absence, he/she shall have the right to return to his/her former position. In instances where an employee returns to work prior to estimated date of return, the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain his/her part-time status during the temporary full-time period.

Nothing shall prevent the Employer from temporarily filling any position or vacancy for a period of up to six weeks duration as the Employer may deem appropriate.



Office of Human Resources McMaster University

ARTICLE XVI - WAGES

16.01 Same as the full-time Collective Agreement - [Article 18.01](#)

16.02 If the Employer substitutes an employee on any job during the absence of another employee or if the employee performs duties of a higher classification for a period in excess of one day he/she shall receive the rate for the job or his/her regular rate whichever is greater from the first day.

16.03 Same as the full-time Collective Agreement - [Article 18.03](#)

16.04 Same as the full-time Collective Agreement (group leader) - [Article 18.04](#)



ARTICLE XVII - STEWARDS

17.01 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.

17.02 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 his/her own or lower classification.



ARTICLE XVII - LIFE INSURANCE & MAJOR MEDICAL

17.01 The University will pay the costs of \$10,000 of life insurance after the completion of the probationary period.

17.02 The Employer will make payment of 100% for single coverage of the Employer's Major Medical Insurance Plan premium to those regular part-time employees who work 8 hours per week and who have completed the probationary period and elect to have such Major Medical coverage.



Office of Human Resources McMaster University

ARTICLE XVIII - WAGES

18.01 The job classifications and hourly wage rates and their application are as set out in [Appendix "A"](#) hereto. Such wages shall be provided by direct deposit payment on every second Friday. A "statement of earnings" shall be provided to employees.

18.02 If any employee substitutes on any job during the absence of another employee or performs duties of a higher classification for a period in excess of one day he/she shall receive the rate for the job or his/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.

18.03 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 \$3.00 per day. The meal allowance will only be accounted for if a meal is eaten.

18.04 A group leader is an employee who is given an assignment by the Manager to coordinate the work of other employees or is required to fill in for the Manager in 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 Manager 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 fifty cents (50) 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 junior classifications or to the training of apprentices.



ARTICLE XIII - NATIONAL SECURITY

18.01 Same as the full-time Collective Agreement - [Article 20.01](#)



Office of Human Resources McMaster University

ARTICLE XIX - SICK LEAVE

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

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

19.03 Provided it is established that absence is due to disability, an employee who has completed his/her probation period will be paid one hour of accumulated sick leave for each hour of absence until the sick leave accumulation is exhausted. In the event the sick leave accumulation is exhausted prior to the six hundredth hour, the University will continue to pay 50% of normal wage until the six hundredth hour of absence.

19.04(a) To qualify for sick leave payment an employee must, unless unable due to extreme circumstances, notify his/her Manager as early as possible but no later than 1 hour before the start of the shift of the first day on which he/she is absent from his/her work.

19.04(b) When an employee is on a scheduled vacation and such vacation is interrupted by the employee being hospitalized 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. The unused vacation will be rescheduled at a later date in accordance with the provision of [Article 14.02](#).

19.05 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 Manager.

19.06 With respect to [19.04\(a\)](#) and [19.05](#) 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.

19.07 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.

19.08 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.

19.09 While receiving 100% of normal wages an employee will be required to make his/her full

required contributions to the benefits programs.

19.10 Sick leave payments will be reduced by any benefits payable under the Canada Pension Plan Act or Workplace Safety and Insurance Act. Payments under the Employment Insurance Act will not reduce benefits.

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

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



ARTICLE XIX - UNION SECURITY

19.01 Same as the full-time Collective Agreement - [Article 21.01](#)

19.02 Same as the full-time Collective Agreement - [Article 21.02](#)

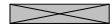
19.03 Same as the full-time Collective Agreement - [Article 21.03](#)

19.04 Same as the full-time Collective Agreement - [Article 21.04](#)



ARTICLE XX - NATIONAL SECURITY

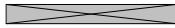
20.01 The Canadian government, either directly or through its agencies may instruct the Employer with respect to the security of information and materials and the personnel permitted to do certain work. The Union recognizes that the Employer is obliged to meet such instructions and that for such reason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



Office of Human Resources McMaster University

ARTICLE XX - JURY DUTY

20.01 The Employer shall pay to any regularly scheduled part-time 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.



Office of Human Resources McMaster University

ARTICLE XXI - UNION SECURITY

21.01 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 have union dues deducted only following the completion of his/her probation period.

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

21.03 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.

21.04 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 XXI - BEREAVEMENT PAY

21.01 A regularly scheduled part-time employee shall be permitted time off from work to a maximum of 3 consecutive working days ending on the day of the funeral at the regular rate of pay for the purpose of arranging and attending the funeral of his/her immediate family. Immediate family shall be defined as: spouse, son, daughter, mother, father, step-parents, sister, brother, mother-in-law, father-in-law, sister-in-law, grandparents, grandchildren, daughter-in-law and son-in-law.



ARTICLE XXII - JURY DUTY

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



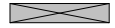
Office of Human Resources McMaster University

ARTICLE XXII - UNIFORMS AND SPECIAL CLOTHING

22.01 Same as full-time Collective Agreement - [Article 26.01](#)

22.02 Same as full-time Collective Agreement - [Article 26.02](#)

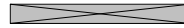
22.03 Same as full time Collective Agreement - [Article 26.04](#)



Office of Human Resources McMaster University

ARTICLE XXIII - BEREAVEMENT PAY

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



Office of Human Resources McMaster University

ARTICLE XXIII - HEALTH AND SAFETY

23.01 Same as full-time Collective Agreement - [Article 28.01](#)



Office of Human Resources McMaster University

ARTICLE XXIV - HEALTH AND WELFARE

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

- a) 100% of the Employer's Major Medical Insurance Plan premium.
- b) 100% of the premium for McMaster University Dental Plan, no deductibles, 100% coverage for diagnostic, preventative, and palliative services, 80% coverage for restorative, endodontic, and surgical procedures, 50% coverage for periodontic procedures, and each July based on the previous year's Ontario Dental Association (ODA) Fee Schedule.
- c) The Employer will provide for dental coverage for all current and future retirees (who have dental coverage at the time of retirement) who retire from the University and who draw an immediate pension from the Pension Plan. Those above mentioned retirees are eligible for dental coverage according to the provisions of the dental plan described in c) above covering active employees.
- d) 100% of the premium for the Major Restorative and Orthodontic Dental Program, no deductibles, 50% coverage for Major Restorative and Orthodontic procedures, an annual benefit year maximum of \$4,000 of services claimed (\$2,000 /year of benefit payments) applies to Major Restorative procedures and a \$4,000 lifetime maximum on claims (\$2,000 of benefit payments) applies to Orthodontic coverage, and each July based on the previous year's ODA fee schedule.
- e) 100% of the premium for a Vision Care Plan which provides a benefit of \$125 every two years.
- f) The employer will provide a basic benefit for Life Insurance of one (1) times annual regular wages. An optional programme will allow employees to purchase a life insurance benefit of up to five (5) times their annual regular wages. The optional programme requires an application and an approval for coverage.

The rates for this programme are based on age, gender and smoker status. Employees in the present life insurance plan as at July 1, 1997 will be provided an option to move to the new programme but could remain in the old plan. New employees after July 1, 1997 cannot participate in the old plan.

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

24.02 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 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 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.

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

NOTE: Effective July 1, 1981, the Plan will be amended to include those employees who regularly work more than 24 hours per week.



ARTICLE XXIV - TERM

24.01 Same as full-time Collective Agreement - [Article 31.01](#)



Office of Human Resources McMaster University

ARTICLE XXV - MATERNITY LEAVE/PATERNITY LEAVE

25.01 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.

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

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

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

If the employee stops work because the child has arrived earlier than expected, the employee has two weeks from such date to give the employer written notice of the intent to take maternity and/or parental leave.

25.03 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.

25.04 For the first two (2) weeks of leave, the University will pay 90% of the regular straight time earnings up to \$34,500.00 per year and 85% if wages are over \$34,500.00.

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, 85% if wages are over \$34,500.00 per year, and the amount of maternity benefits 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 Employment Insurance Act, 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 benefits or she is disqualified from EI 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 University payments will be retroactive. This will be effective May 1, 1997.

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

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



Office of Human Resources McMaster University

ARTICLE XXV - NOTICE OF RENEWAL

25.01 Same as full-time Collective Agreement - [Article 32.01](#)

25.02 Same as full-time Collective Agreement - [Article 32.02](#)

25.03 Same as full-time Collective Agreement - [Article 32.03](#)



Office of Human Resources McMaster University

ARTICLE XXVI - UNIFORM AND SPECIAL CLOTHING

26.01 The Employer shall supply uniforms, shirts, trousers and smocks required by employees in the performance of their duties.

26.02 The Employee shall launder uniforms, shirts, trousers and smocks and must ensure that the uniforms meet accepted standards of cleanliness.

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

26.04 The Employer agrees to pay 100% of the cost of one pair of safety shoes to a maximum of \$70 per year. The allowance as stated will be increased by \$5.00 in each year of the Agreement. The foregoing shall be applicable to seniority employees.



ARTICLE XXVII - TUITION ASSISTANCE/WAIVER

27.01 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.

27.02 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 provided for late or supplementary fees and if a course is repeated assistance will be reduced by 50%.

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

27.04 Application for tuition assistance must be made on the appropriate form and approved by the employee's Manager, the Director of Hospitality Services and the Manager, Compensation, 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.

27.05 Tuition fees will be waived if the spouse and dependent children of employees have registered at McMaster University for degree credit courses. To qualify for this benefit the employee must have 3 years of continuous service by the first day of the academic session for which the waiver of tuition fees is requested.

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

1. For eligible classes taken under the Bursary Programme, funds shall be provided on the basis of an amount equal to \$75.00 per unit to a maximum of \$2250.00 per academic session (fall-winter). The maximum may change from time to time and dependents shall be eligible for such changes.
2. Those dependents participating in the Tuition Waiver Programme, and who are entering the third or subsequent years of their undergraduate programme in September 1997 shall have the option of continuing under the Waiver Programme until they complete their degree.

The Tuition Assistance Programme for employees shall remain unchanged.



Office of Human Resources McMaster University

ARTICLE XXVIII - HEALTH AND SAFETY

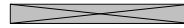
28.01 The Employer, the Union and the employees recognize their responsibility in providing and maintaining a safe and healthy work environment. The parties agree to continue in the spirit of cooperation and goodwill their mutual desire to maintain standards of safety and health that prevent injury and illness and abide by the provisions of the Occupational Health and Safety Act as amended, R.S.O. 1990 and its regulations.



Office of Human Resources McMaster University

ARTICLE XXIX - CONTRACTING OUT

29.01 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 employees 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 break of this provision.



Office of Human Resources McMaster University

ARTICLE XXX - PAY EQUITY

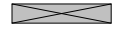
30.01 As per the Pay Equity Legislation, the University and the Union have negotiated a Pay Equity Plan and have used the Hay Method of Job Evaluation for Pay Equity purposes.



Office of Human Resources McMaster University

ARTICLE XXXI - TERM

31.01 This Agreement shall be in effect from the 1st day of January, 1999 and shall terminate on the 31st day of December 2002.



Office of Human Resources McMaster University

ARTICLE XXXII - NOTICE OF RENEWAL

32.01 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.

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

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

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

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



Office of Human Resources McMaster University

APPENDIX "A"

JOB CLASSIFICATION AND STIPULATED

HOURLY JOB RATES

Level & Classification	01/01/99	01/01/00	01/01/01	01/01/02
General Cafeteria Help	\$14.12	\$14.26	\$14.40	\$14.54
Wait Person, Cashier	\$14.12	\$14.26	\$14.40	\$14.54
Third Cook	\$14.30	\$14.44	\$14.58	\$14.73
Senior Cafeteria Help	\$14.30	\$14.44	\$14.58	\$14.73
Bartender	\$14.91	\$15.06	\$15.21	\$15.36
Second Cook	\$14.91	\$15.06	\$15.21	\$15.36
Driver	\$15.08	\$15.23	\$15.38	\$15.53
First Cook	\$15.50	\$15.66	\$15.82	\$15.98



APPENDIX "A"

JOB CLASSIFICATIONS AND STIPULATED HOURLY JOB RATES

Same as [full-time Collective Agreement](#)(except that Students will continue to be paid 80% of the applicable hourly rate)



Office of Human Resources McMaster University

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 Manager, Employee Relations and his/her decision shall be presented to the arbitrators and the award of the arbitrators shall be confined to determining the issue therein set out.
3. Each party to an arbitration shall be entitled through counsel or otherwise to present evidence, to cross-examine the witnesses of the other party and to present oral arguments. Briefs of arguments may be presented by each party and each party shall be entitled to reply to the brief 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 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 witness.
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 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.



APPENDIX "B"

RULES OF ARBITRATION

Same as [full-time Collective Agreement](#)



Office of Human Resources McMaster University

APPENDIX "D" - CASUAL EMPLOYEES

1.01 Opportunity for casual employment will be first offered to students enrolled at McMaster University. Casual employees shall be defined as employees hired on a term basis for a period not to exceed two academic terms (i.e. 8 months).

1.02 Casual employees shall not be employed, under normal circumstances, for more than 24 hours in any one week.

1.03 Casual employees shall not accrue seniority under the terms of this Agreement and will be terminated at the end of the period for which they were hired.

1.04 Casual employees shall not be entitled to any right, benefit or privileges other than those specifically provided for in the collective agreement.



LETTER OF INTENT

Letter 1

October 4, 1999

Mr. Ron Roscoe
President, S.E.I.U., Local 532

Dear Mr. Roscoe:

Letter of Intent re Apprenticeship Programme

It is the intent of the Employer to introduce an Apprenticeship Training Programme during the currency of the renewed collective agreement. Such Programme shall be described in detail in a separate document, at a later date after the Employer has had an opportunity to perform a needs analysis of such Programme. The Programme shall not form part of the collective agreement.

The Programme shall be structured in accordance with the guidelines established and prescribed by the Ministry of Skills and Trade. The Union shall be provided opportunity for input through the facility of the Joint Working Conditions Committee.

The first opportunity to participate in the Programme shall be provided to the current full and part time employees of Hospitality Services. Selection to the Programme shall take into consideration and not be limited to: Satisfactory job performance, demonstrated aptitude and positive attitude, employees already on a promotional path with above average attendance at work and have the appropriate education requirements as determined by the Ministry and accept the pay rate in accordance with Ministry guidelines. The above noted selection criteria shall not be exercised by the Employer in an unreasonable manner.

Yours truly,

Albert Ng
Director, Hospitality Services cc: Managers & Supervisors, Hospitality Services
Human Resources

Letter 2

October 4, 1999

Mr. Ron Roscoe
President, S.E.I.U., Local 532

Dear Mr. Roscoe:

Letter of Intent re Staffing

A. Staffing: Full and Part time Employees

The Employer currently employs 122 members of the Union in full time and part time positions of whom 70 are currently full time employees and 52 are part time employees. It is the intention of the Employer to continue to carry and schedule 122, made up of 70 full time and 52 part time employees during the currency of the renewed collective agreement. Such commitment is subject to the following terms and conditions:

1. The mix of full time and part time employees may change as a result of changes in the number and/or type of facilities and work stations operated by the Employer.
2. The total number of full time and part time positions may be reduced only as a result of change in business conditions. In order to clarify Abusiness conditions@ such conditions shall include but not be limited to:
 - closure of work stations or facilities which are not immediately replaced with other work stations or facilities
 - loss of sales or revenues, which result in a negative bottom line which is abnormal when compared to the previous three years at any particular point in the fiscal year (e.g. quarterly operational review)
 - reduction in government transfer payments to the University in excess of 10%.
3. Where such change in business conditions occur and such conditions may affect the members of Local 532, the Employer agrees that it shall provide the Union with at least 30 days notice of such changes and shall engage in discussion with the Union with respect to determining the least disruptive manner in which the response to the changes shall take place.

Yours truly,

Albert Ng
Director, Hospitality Services cc: Managers & Supervisors, Hospitality Services
Human Resources

Letter 3

October 4, 1999

Mr. Ron Roscoe
President, S.E.I.U., Local 532

Dear Mr. Roscoe:

Letter of Intent re Staffing Casual Employees

The Employer will follow the Policy and Procedure Casual Scheduling dated 11/14/96 regarding the scheduling of casual employees.

Yours truly,

Albert Ng
Director, Hospitality Services cc: Managers & Supervisors, Hospitality Services
Human Resources



Office of Human Resources McMaster University

Hospitality Services Full-Time Employees

Index

ITEM	ARTICLE
Arbitration Procedure	VIII
Bereavement PAY	XXIII
Call In Allowance	XII
Cessation of Work	VI
Classifications	XVIII
Contracting Out	XXIX
Demotion	XV
Discharge	X
Grievance Procedure	VII
Health & Welfare	XXIV
Health & Safety	XXVIII
Hours of Work	XI
Job Posting	XVI
Joint Working Conditions Committee	IV
Jury Duty	XXII
Layoff And Recall	XV
Mailing Addresses	XXXII
Management Rights	III
Maternity/Paternity Leave	XXV
Meal Allowance	XII
National Security	XX
No Discrimination	V
Notice of Renewal	XXXII
Overtime	XII
Paid Holidays	XIII
Paternity Leave	XXV
Pay Equity	XXX
Probation	XV
Promotion	XV
Purpose	I
Recognition	II
Record of Discipline	IX
Seniority	XV
Sick Leave	XIX
Stewards	XVII
Term	XXXI
Tuition Assistance	XXVII
Tuition Waiver	XXVII

<u>Uniforms & Special Clothing</u>	<u>XXVI</u>
<u>Union Security</u>	<u>XXI</u>
<u>Vacations</u>	<u>XIV</u>
<u>Wages</u>	<u>XVIII</u>
<u>Appendix "A" - Job Classifications & Stipulated Hourly Rates</u>	
<u>Appendix "B" - Rules of Arbitration</u>	
<u>Appendix "C" - Part-Time Employees</u>	
<u>Appendix "D" - Casual Employees</u>	
<u>Letters of Intent</u>	

Hospitality Services Part-Time Employees

Table of Contents

[Article I - Purpose](#)

[Article II - Recognition](#)

[Article III - Management](#)

[Article IV - No Harrassment/No Discrimination](#)

[Article V - No Cessation of Work](#)

[Article VI - Grievance Procedure](#)

[Article VII - Arbitration](#)

[Article VIII - Discharge Cases](#)

[Article IX - Hours of Work](#)

[Article X - Overtime](#)

[Article XI - Paid Holidays](#)

[Article XII - Vacations](#)

[Article XIII - Seniority](#)

[Article XIV - Job Posting](#)

[Article XV - Stewards](#)

[Article XVI - Wages](#)

[Article XVII - Life Insurance & Major Medical](#)

[Article XVIII - National Security](#)

[Article XIX - Union Security](#)

[Article XX - Jury Duty](#)

[Article XXI - Bereavement Pay](#)

[Article XXII - Uniforms and Special Clothing](#)

[Article XXIII - Health and Safety](#)

[Article XXIII - Term](#)

[Article XXIII - Notice of Renewal](#)

[Appendix A - Job Classifications & Stipulated Hourly Rates](#)

[Appendix B - Rules of Arbitration](#)