

Collective Agreement

Between

McMaster University

AND

Service Employees International Union

Local 2.0n

BGPWU

(Hospitality Services Staff)

Begins:

01/01/2006

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PURPOSE/PREAMBLE

The general purpose of this Agreement is to maintain an orderly collective bargaining relationship between McMaster University and its Employees represented under this agreement by the Service Employees' International Union Local 2.on BGPWU (SEIU Local 2.on BGPWU) to ensure the timely handling and disposition of complaints and grievances and to set forth an Agreement covering rates of pay and other working conditions.

The parties agree to work together to achieve a climate of mutual respect to promote and enhance a professional working relationship appropriate for the promotion of excellence at McMaster University.

The parties agree to conduct their employment relations involved in the administration of this Agreement in good faith and in a fair and reasonable manner.

ARTICLE 1 – TERM OF AGREEMENT

1.01 This agreement shall be effective from the date of ratification by both parties and shall continue in effect up to and including the 31st day of December 2007.

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

If notice to bargain is given by either party, the parties shall meet within twenty-one (21) calendar days, or as otherwise agreed by the parties, for the purpose of commencing negotiations.

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

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

SEIU Local 2.on BGPWU
238 Jane Street
Toronto, Ontario M6S 3Z1

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

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer in the Department of Hospitality Services on its present campus, for the purpose of collective bargaining in respect to rates of pay, hours of work and other working conditions, save and except:

- a) supervisors and persons above the rank of supervisor,
- b) chefs and persons above the rank of chefs,
- c) office staff,
- d) head baker,
- e) persons hired under a rehabilitation program,
- f) persons regularly employed for not more than twenty-four (24) hours a week,
- g) employees in other bargaining units for which any trade union holds bargaining rights under the *Labour Relations Act*.

2.02 Supervisors and persons above the rank of supervisor will not perform work which is normally performed by members of the bargaining unit so as to be the direct cause of a layoff of an employee or failure to recall an employee, except in cases of:

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

ARTICLE 3 – DEFINITIONS

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

- Agreement: means the Collective Agreement between the parties unless otherwise specifically stated.
- Bargaining Unit: refers to **the** bargaining unit as defined in Article 2.
- Days: refers to working days (Mon.– Fri.) unless otherwise specified.
- Employee(s): refers to any or all of the employees in the bargaining unit, except where the Agreement otherwise provides.
- Employer: refers to McMaster University.
- ^a Facility: means **a** location such as Commons Marketplace, Café 2000, La Piazza and Chester New Hall.
- His/Hers: masculine shall include the feminine when the context so requires.
- Parties: refers to the Employer and the Union.
- ^a Union: refers to the Service Employees’ International Union Local 2, on BGPWU
- University: refers to McMaster University.
- Work Station: means a functional area such as Pizza Pizza, Tim Horton’s (located within a facility) **and** Cashier.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union acknowledges the exclusive function of the Employer includes but is not limited to:

- a) maintain order, discipline and efficiency;
- b) hire, direct, classify, transfer, promote, demote, layoff and for just cause, discharge, suspend or otherwise discipline Employees subject to the provisions of this Agreement;
- c) establish from time to time and enforce clear and reasonable rules and regulations, methods and procedures **to** be observed by employees. Such rules will be consistent with the provisions of this Agreement, it being understood that any new or modified rule or regulation affecting members of the SEIU Local 2.on BGPWU bargaining unit will be discussed with the Union representatives prior to its enforcement; and
- d) generally to manage and operate McMaster University.

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

ARTICLE 5 – UNION SECURITY

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

Such dues shall be remitted prior to the 10th day of the month following the month the deductions are made to the Secretary–Treasurer of the Union together with a list of employee names from whom the deductions were made. The Employer will supply the Social Insurance Number for each new employee on completion of their probationary period.

5.02 When **an** employee is on vacation at the time of a regular deduction, such deduction shall be made from the employee’s vacation pay.

5.03 Where **an** employee’s dues are not deducted from a regular pay because of the employee’s absence due to illness, such dues shall be deducted from the first pay of the employee following a return to work. In the event of a long absence due to illness, the Secretary–Treasurer will advise the Employer of other special arrangements.

5.04 The Employer will provide new employees with a copy of the Collective Agreement, the cost of which will be divided equally between the Employer and the Union.

5.05 The Employer agrees that an enclosed bulletin board covered with plexiglass and securable with a locking device will be available in close proximity to the Commons Marketplace, 'East Meets West' Bistro and La Piazza. A reasonable portion of each board will be available to the Union to post notices and other items of interest to members. The Union will maintain its share of such bulletin boards in a neat and orderly manner.

5.06 It is agreed that on or about the time of hiring, the Branch Local President or his/her alternate designated by the Branch Local President, shall have an opportunity to talk to such employee during a fifteen (15) minute period at a time and a place to be designated by the Employer.

5.07 The Employer will consider a request for a leave of absence without pay, to an employee elected or appointed to full-time Union office, upon application by the Union in writing. It is understood that not more than one (1) employee may be on such leave at any time and that the decision to grant or not grant such leave is the Employer's sole prerogative.

Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended further by agreement of the parties. Seniority and service shall accumulate during such leave in accordance with Article 18 and for the purposes of Workplace Safety and Insurance benefits, such employees are deemed to be employed by the Union.

Employees will be responsible for maintaining both their payments and the Employer's payments to benefit plans in which they are enrolled on the day immediately prior to the commencement of such leave. Such payments will continue for the duration of the leave.

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

5.08(b) The Branch Local President and/or a Union Steward may request an unpaid leave of absence to attend Union functions with at least two (2) weeks notice. Such requests will not be unreasonably denied. There is a maximum of three (3) such absences at any one time and two (2) such leaves per Union official during an academic term. The Union may arrange that a Union official on such a leave will be paid by the Employer for any of the time for which they were otherwise scheduled to work and the Union will reimburse the Employer for the wages so paid.

5.09 During the academic year, the Employer will provide the Branch Local President monthly with a list of new employees hired, and employees ceasing employment, in the previous calendar month.

5.10 When entering a work area other than his/her own to attend to Union business, the Branch Local President must first contact the supervisor of that work area and advise him/her as to the general nature of his/her Association business.

5.11 The Employer will provide a pager for the Branch Local President of SEIU Local 2.on BGPWU. It is understood by all parties that this pager shall be used only by the Branch Local President for Union business and shall remain the property of the Employer. The Branch Local President shall be allowed to return said calls provided it does not unduly interfere with his/her work obligations. The Parties will discuss any allegations of abuse regarding same.

5.12 The Employer will pay up to a total of 20 days wages, with no loss of benefits for the union's negotiating committee for time spent in negotiations with the employer for a renewal agreement. The union will advise the employer as to how these days are to be used.

ARTICLE 6 – NO HARASSMENT/NO DISCRIMINATION

6.01 The Employer recognizes and will not interfere with the rights of employees to become members of the Union and will not discriminate against, interfere with, restrain or coerce employees because of membership or non-membership in the Union.

6.02 The Union agrees that neither the Union nor its members will intimidate or coerce employees into membership, nor will it solicit membership, distribute Union information or hold meetings on Employer property, without the prior approval of Management.

6.03 There shall be no collection of Union dues, assessments or fines nor solicitation of membership in any Union, except as expressly permitted by this Agreement.

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

6.05 Sexual Harassment: All employees covered by this Agreement have a right to freedom from sexual harassment in the workplace. The Employer and the Union are committed to addressing issues of concern relating to sexual harassment that may arise.

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

6.07 General Harassment

The parties agree to treat each other with dignity and respect and to foster a harassment free workplace. Harassment in the workplace includes threats or a pattern of aggressive or insulting behaviour by a person in the workplace, where the person knows or reasonably ought to know that this behaviour is likely to create an intimidating or hostile workplace environment.

ARTICLE 7 – JOINT WORKING CONDITIONS COMMITTEE

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

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

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

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

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

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

Each Committee member will receive copy of the Meeting Minutes and a summary will be posted on designated bulletin boards.

7.06 When a JWCC meeting is scheduled at a time that the Branch Local President is not scheduled to work, he/she will be paid at straight time for the meeting.

ARTICLE 8 – NO STRIKE/NO LOCKOUT

8.01 There shall be no strike or lockout during the term of this Agreement. The words “strike” and “lockout” shall be defined in the *Labour Relations Act* for the Province of Ontario.

8.02 In the event of a legal strike or lockout by persons represented by another trade union, or another bargaining unit of SEIU Local 2.0n BGPWU, and employed by the Employer, the Employer will meet with representatives of the Union to discuss matters of interest to the parties, including the scope of work to be done in the unit and the overall maintenance of the operation.

ARTICLE 9 – HEALTH & SAFETY

9.01 The Employer is committed to providing and maintaining healthy and safe conditions and practices for all employees. To support this commitment, the parties acknowledge the respective responsibilities of the Employer, the Union and the employees in jointly implementing and maintaining an Internal Responsibility System directed at preventing incidents involving occupational injuries and illness and adverse effects upon the natural environment. It is further agreed that the parties will abide by the provisions of the *Occupational Health and Safety Act*.

The Employer is responsible for the provision of information, programmes, and resources to maintain the Internal Responsibility System and to ensure compliance with all relevant statutes. The Employer is accountable for the safety of employees who work within their area of jurisdiction and for compliance with statutory and University requirements.

Employees have a duty to familiarize themselves with the *Occupational Health and Safety Act* and *Regulations*, to work in compliance with statutory and University requirements and prescribed safe work procedures, and to report unsafe conditions to their supervisors. No Employee will be disciplined for exercising their right to refuse unsafe work in accordance with the *Occupational Health and Safety Act*.

The Employer will provide access to First Aid/CPR and re-certification training at no cost to employees. Training will be held during the workday. Employees will receive compensated time off to attend these sessions. The Employer shall provide First Aid kits in the workplace. The number and location of First Aid kits shall be reviewed annually by the Joint Occupational Health and Safety Committee for Hospitality Services.

The Union agrees to endorse any education programmes of information and instruction initiated by the University and/or as required by relevant legislation that will promote health and safety awareness and training among employees.

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

9.02 Health and Safety Committees

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

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

The CJOHSC will be structured in accordance with the *Occupational Health and Safety Act* and its members will have the power and authority specified therein. Terms of reference of the

CJOHSC will be determined by consensus of the Committee. The Union will elect its worker representative(s) to the CJOHSC.

All members of the CJOHSC representing both management and workers will be certified members. The Employer agrees to pay the costs for certification training. Employees, once elected, will be provided with access to the first core certification training program available locally, and unless otherwise agreed to by the parties, subject to approval of supervision. Approval to attend certification training will not be unreasonably withheld.

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

9.03 Safety Equipment

The Employer agrees to provide protective equipment and clothing when required by the *Occupational Health and Safety Act*, to ensure that safety equipment, materials and protective devices (including protective clothing) are maintained in good condition. The Employer shall cover the cost of required cleaning of protective wear.

The Employer agrees to reimburse 100% of the cost of one pair of safety shoes to a maximum of \$105 per year effective January 1, 2006, and \$110 per year effective January 1, 2007 for employees who are required to wear them in the performance of their duties.

ARTICLE 10 – GRIEVANCE PROCEDURE

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

10.02 An employee shall be informed of his/her right to have a steward present 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 Branch Local President will be notified as soon as possible thereafter. Should such action be taken the employee may grieve the disciplinary action or discharge in accordance with the provisions of Article 10.03 or, in the case of discharge, Article 13.02.

10.03 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 immediate supervisor and **an** earnest effort will be made to settle such grievance without undue delay. The Branch Local President shall be copied on all disciplinary and/or discharge actions undertaken by the Employer.

Failing settlement of such complaint by discussion, it will be dealt with in the following manner:

10.04 Stage One. **An** aggrieved employee shall first submit his/her grievance in writing to his/her Manager either directly or through his/her steward. Any such grievance shall be presented within five (5) working days of the time which it arose. Such grievance shall state the nature of the grievance, the remedy sought and any provisions of the Agreement upon which the grievance is based. When a meeting is held at this step, the grievor may be accompanied by a steward or the Branch Local President.

10.05 Stage Two. Where a decision satisfactory to the employee is not given within five (5) working days from the time the grievance was presented, then such employee may within five (5) working days of the date the Manager's reply was or should have been given, present such grievance to the Director, Hospitality Services or other representative designated by the Employer.

A meeting with the grievor, accompanied by a steward and the Branch Local President, will be held within five (5) working days of receipt of the grievance.

10.06 Stage Three, Where a decision satisfactory to the employee is not given, within five (5) working days from the time the grievance was presented, then such employee may within forty-eight (48) hours of the date on which the Director's reply was or should have been given, present the grievance to the Director, Employee/Labour Relations, or other representative as may be designated by the Employer.

The Director, Employee/Labour Relations shall notify the employee of the time and place of a meeting scheduled to discuss the grievance. The grievor may be accompanied by a steward, the Branch Local President and at the request of either party a union representative shall be present. At such meeting, the written representations and the Stage 2 decision of the Director, Hospitality Services or designate, shall be considered.

Every effort will be made to settle such grievance within ten (10) working days from the date written notice of the matter was received and the Employer's response shall be in writing.

10.07 Any differences arising directly between the Employer and the Union as to the interpretation, application, administration or alleged violation of the Agreement may be submitted in writing by either party at Stage 2.

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

10.09 The grievor, and the steward and/or the Branch Local President, will not suffer any loss of pay while attending a grievance meeting during his/her scheduled working hours. When a grievance meeting is set at a time when the grievor is not scheduled to work, the grievor will be paid at straight time for the meeting. To the extent possible, grievance meetings shall be held during the working hours of the Steward or the Branch Local President.

10.10 The Employer will endeavour to provide reasonable advance notice to the Branch Local President and/or the affected Steward regarding the date and time of grievance meetings.

ARTICLE 11 – ARBITRATION PROCEDURE

11.01 Where the decision of the Director, Employee/Labour Relations or his/her designate relating to the interpretation, application, administration or alleged violation of this Agreement, including whether the matter is arbitrable or not, is not satisfactory to the employee concerned, the Union may, by serving written notice of appeal on the Employer, within five (5) working days of the delivery of the said decision, be referred to arbitration.

11.02 The Employer and the Union shall select one (1) person **as** a referee to whom such grievance may be submitted for arbitration and no person may be appointed as **an** arbitrator who has participated directly in any attempt to settle the grievance. In no event shall an arbitrator be authorized to alter, modify or amend any part of this Agreement.

11.03 Notwithstanding the provisions of Section 11.02, the parties may elect to each appoint one arbitrator within seven (7) days from the receipt of the notice and the two (2) arbitrators so appointed shall appoint a third who shall be the Chairperson. Should the parties fail to agree upon a Chairperson within five (5) days, either party may request the Ontario Labour Management Arbitration Commission to choose the Chairperson. A Chairperson shall be chosen having regard to his/her impartiality, his/her qualifications in the interpretation of agreements and his/her familiarity with labour relations. The panel shall have the same powers and restrictions of a single arbitrator and the decision of the majority of the arbitrators shall be final and binding upon all parties concerned.

11.04 The rules of arbitration annexed hereto as ‘Appendix D’ 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 12 – RECORD OF DISCIPLINE

12.01 The Employer will not use warnings or reprimands in an employee’s personnel file that are more than eighteen (18) months old, or twenty-four (24) months old regarding suspensions, unless the employee has had a subsequent warning for an offence during that period of time.

12.02 **An** employee shall be entitled to review his/her personnel file in the office in which the file is normally kept. The employee shall give the Employer twenty-four (24) hours written notice to having access to such file. The review of such file shall take place during the non-working hours of employees and access to the file shall be in the presence of Human Resources representation and no longer than fifteen (15) minutes.

ARTICLE 13 – DISCHARGE CASES

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

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

13.03 Such grievance may be settled under the grievance procedure, including arbitration, provided by this Agreement, commencing with Stage Two by:

- (a) confirming the Employer's action in dismissing the employee; or
- (b) 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 14 – HOURS OF WORK

14.01 The regular work week for all employees shall consist of forty (40) hours made up of eight (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 hours for permanent employees.

Employees who wish to maximize their hours shall make application to the Director, Hospitality Services. Such applications will be considered in respect to positions within the same classification, which become available and consistent with the Department Procedure for Maximizing Hours.

Such actions will be taken prior to the position being posted.

14.02(a) The Employer does not guarantee to provide work for any employee or to maintain the workweek or working hours presently in force.

14.02(b) Any further extension of the practice of scheduling full-time positions with greater than ½ hour unpaid break will be limited to newly posted positions.

14.03 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 specialty 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 (9) 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.

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

14.05 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 15 – OVERTIME

15.01 An employee shall be paid at the rate of 1½ times his/her applicable hourly rate for authorized time worked in excess of eight (8) hours in any day and eighty (80) hours in any two (2) week period except when such employee works such excess hours as a result of a mutual agreement regarding 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 thirty-two (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 1½ times (Le., 8 hours worked = 12 hours time off) by the end of each fiscal year (currently May 1st to April 30th).

15.02 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.

15.03 **An** employee being asked to work overtime for one (1) hour or more, on short notice (same day), will be provided with a meal in accordance with the normal meal provision.

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

ARTICLE 16 – PAID HOLIDAYS

16.01 The following shall be paid holidays under this Agreement:

New Year's Day
The day after New Year's Day
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

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

16.03 The Employer will pay for holidays as set out in Article 16.01, except Victoria Day, Canada Day, Civic Holiday, and Labour Day. Employees who are regularly scheduled during the period of the summer lay off will be eligible for these holidays.

In order to qualify for payment for any of the holidays designated in Article 16.01 the employee must work his/her full scheduled shift immediately preceding and immediately following such holiday, except when his/her absence on either or both qualifying shifts is the result of illness or accident confirmed by a doctor's certificate (if requested), and he/she has worked in the thirty (30) day period immediately preceding such holiday.

An otherwise eligible employee who is scheduled to work on one (1) of the paid holidays listed in Article 16.01 but does not report for work and work as scheduled shall forfeit his/her holiday pay for that particular holiday except if the absence is the result of an illness or accident confirmed by a Doctor's certificate (if requested).

16.04 If an employee is required to work on any paid holiday listed in Article 16.01, such employee will be paid for work so performed at the rate of 1½ times his/her applicable hourly rate provided he/she works his/her full regular shift immediately preceding and immediately following such holiday.

16.05 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.

16.06 For the three (3) year period beginning on January 1 2006, the paid holidays listed in 16.01 above will be observed on the following dates:

2006

Friday, April 14	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 the full shift on the day before Christmas Day
Thursday, December 28	In lieu of New Year's Eve
Friday, December 29	In lieu of Day after New Year's Day 2007

2007

Monday, January 1	New Year's Day 2007
Friday, April 6	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	The full shift on the day before Christmas Day
Tuesday, December 25	Christmas Day
Wednesday, December 26	Boxing Day
Thursday, December 27	Floater
Friday, December 28	In lieu of Day after New Year's Day 2008
Monday, December 31	New Year's Eve

ARTICLE 17 – VACATIONS

17.01 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.

17.02 Vacations shall be taken at times convenient to the Employer, normally in the Christmas break, the study week break and the summer break. Notwithstanding the above, time off work for vacations shall be granted in the period from October 1st until the end of the winter term (in April) provided:

(1) that no more than **two (2)** employees are absent on vacation at any one time;

- (2) that no more than one (1) employee is absent on vacation from any one assigned facility;
- (3) that no more than six (6) 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.

17.03 Vacations shall be requested by employees no later than February 28th. 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. Where a vacation pay advance is required, it must be requested ten (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.

17.04 Employees eligible for vacation in accordance with Article 17.02 and 17.03 shall be entitled to take vacation time in one (1) day intervals to a maximum of five (5) days.

ARTICLE 18 – SENIORITY

18.01 A new employee shall be considered as a probationary employee for the period of the first four hundred and eighty (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 four hundred and eighty (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.

18.02 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 13 of this agreement;
- (c) is laid off for at least twelve (12) consecutive months;

(d) subject to the requirements of the *Ontario Human Rights Code* and the *Employment Standards Act*, is unable to participate in the employment relationship for a period of at least 24 consecutive months;

(e) fails to notify the employer of his/her intention to return to work following lay-off within ten (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 may be made;

(h) for lay-off and recall attains age 65.

18.03 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.

18.04 Layoffs for more than one (1) 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 (2) 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 18.04(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.

18.05 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.

18.06 Subject to the terms and conditions of Article 18.05, availability of employees and business conditions, the employer agrees to employ a minimum of fifteen (15) 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.

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

18.08 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.

18.09 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 (1) year of accepting a position with the Employer which is outside the bargaining unit, is moved back into a position in the bargaining unit shall be credited with his/her full length of University service for seniority purposes.

18.10 The Employer will endeavour to post the Layoff Notice and Bump Sheet at least one (1) week in advance of any layoff periods.

ARTICLE 19 – JOB POSTINGS

19.01(a) When a vacancy (other than a temporary vacancy **as** defined in 19.03) occurs in any occupational classification covered by this Agreement, the Employer shall, if it determines to fill such vacancy, for five (**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.

19.01(b) The Employer will fill vacancies posted in accordance with Article 19.01(a) by assigning the successful internal candidate, where applicable, who has been awarded the position, within twenty-eight (28) days from the end of the posting period.

19.01(c) The successful applicant shall be placed on a trial period of up to four (4) weeks excluding lay-offs greater than one (1) day. In the event the successful applicant proves unsatisfactory in the position during the aforementioned period, or if the employee finds himself unable to perform the duties of the new job classification, the employee shall be returned to his former position and hourly rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to former position and hourly rate without loss of seniority.

19.02 In the event the Employer so fills a vacancy from the applicants, it will post the secondary vacancy.

19.03 A temporary vacancy is a vacancy created by an employee's absence due to pregnancy/parental leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed six (6) calendar weeks.

a) Full-time employees will be given the first opportunity to fill temporary vacancies exceeding six (6) 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 18.03 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. 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 (6) weeks duration as the Employer may deem appropriate.

ARTICLE 20 – STEWARDS

20.01 The Union may appoint or elect stewards from either the full-time or part-time groups in the manner described in 'Appendix E'.

20.02 Stewards will be elected or appointed from among those employees who have been continuously employed for at least one (1) year prior to their election. One (1) employee may be elected or appointed as Branch Local President.

20.03 The function of the stewards shall be to act as members of the grievance committee, negotiating committee, and to assist in the processing of grievances. Stewards will use their best efforts by word and example to require employees to abide by the terms of this Agreement. Not more than four (4) stewards or committee representatives shall be absent from their work at any one time.

20.04 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 work temporarily to attend a grievance meeting, such steward shall suffer no loss of pay for the time so spent.

20.05 In the event of a lay-off, the most senior Union steward in the designated area of representation shall be the last person to be laid off from, and the first person to be recalled to, the area in which the employee serves as steward as long as work is available in the stewards own or lower classification. In the event the most senior steward in a particular designated area of representation has waived recall rights or is absent from work for more than six (6) calendar weeks, then the next most senior steward, where applicable, will be entitled to the stewards lay-off rights described above. For purposes of the above, the Branch Local President shall be deemed to be the most senior of all stewards in the bargaining unit.

ARTICLE 21 – WAGES

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

21.02 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 (1) 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.

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

21.04 A Lead Hand 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 Lead Hand 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 Lead Hand. This does not constitute an occupational classification for seniority purposes.

A Lead Hand, when so designated by management, will be paid a premium of \$1.15 per hour above his/her regular rate of pay, for the period in which he/she is directing the work of employees. A Senior Lead Hand, when so designated by management, will be paid a premium of \$1.50 per hour above his/her regular rate of pay, for the period in which he/she is directing the work of employees. These shall not apply to such ordinary instructions as are directed to junior classifications or to the training of apprentices.

21.05 All employees are expected to assist new employees with orientation to the workplace and to tasks. Notwithstanding this, when an employee is designated by his or her supervisor as a 'trainer' for any shift, the employee will receive a twenty-five (25) cent per hour training premium. This provision will not apply to Cooks and Senior Cafeteria Helpers.

21.06 Where the majority of hours worked fall between 12:00am to 8:00am, an employee shall be paid a shift premium of \$.60/hour for all hours worked.

21.07 Effective on implementation of the new payroll system, pay stubs will provide continuous year-to-date calculations regarding pension contributions, vacation entitlement, sick leave credits, and union dues deductions.

ARTICLE 22 – SICK LEAVE

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

22.02 After completion of his/her probation period an employee will be credited with eight (8) hours of sick leave for each calendar month in which he/she worked a minimum of eighty (80) hours. The accumulation of sick leave days shall not exceed seven hundred and twenty (720) hours and will be calculated on the basis of the employee's commencement date in the bargaining unit.

22.03 Provided it is established that absence is due to disability, an employee who has completed his/her probation period will be paid one (1) hour of accumulated sick leave for each hour of absence until the sick leave accumulation is exhausted. In the event the sick leave accumulation is exhausted prior to the seven hundred and twentieth (720) hour, the University will continue to pay 50% of normal wages until the seven hundred and twentieth (720) hour of absence.

22.04(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 two (2) hours before

the start of the shift of the first day on which he/she is absent from his/her work. At the time of notification, the employee will advise his/her Manager of the anticipated date of return to work.

Should the employee's condition change during the absence such that there is a change to his/her expected date of return, he/she will notify his/her supervisor as soon as reasonably possible but not later than two (2) hours prior to the start of the scheduled shift.

22.04(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 17.02.

22.04(c) Employees who book off sick after having worked at least four (4) hours will be paid for the remainder of the shift from their sick bank.

22.05 Upon return to work following an absence of three (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.

22.06 With respect to 22.04(a) and 22.04(b) above, an employee may be required to be examined by a physician appointed by the Employer. 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 accepted physician.

Any employee, while on duty, who is required by the Employer to be examined by a physician shall be informed that a taxi will be made available, at the Employer's expense, for transportation to and from the examination.

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

22.08 Sick leave provision can be used for a visit to a Doctor or Dentist. Time taken will be deducted from the employee's sick bank in full hours ($\frac{1}{2}$ hour or more rounded to the next hour). Use of sick leave for these reasons shall be to a maximum of eight (8) hours in a benefit year.

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

22.10 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.

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

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

ARTICLE 23 – NATIONAL SECURITY

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

ARTICLE 24 – JURY DUTY

24.01 The Employer shall pay to any employee who may be required to serve as a juror, or a Crown Witness, in any court of law, the difference if any, between the amount paid to him/her for his/her jury service and the amount she/he would have received for services normally rendered to the Employer during the same period of time.

ARTICLE 25 – BEREAVEMENT

25.01 An employee shall be entitled to a maximum of five (5) consecutive calendar days absence with pay at the regular rate for all time lost, for the purpose of attending the funeral of a member of the employee's immediate family.

Immediate family shall be defined as: spouse, son, daughter, mother, father, step-parents, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.

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

ARTICLE 26 – WELFARE BENEFITS

26.01 Employees are eligible to participate in the Pension Plan for Hourly Employees of McMaster University, Extended Health Plan, Dental Plan, Group Life Insurance and Accidental Death and Dismemberment Plan.

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

Effective January 1, 2007, part-time employees will be granted two (2) paid leave days with no loss of benefits each calendar year. The paid leave will equal the hours normally worked on the respective shift taken.

26.02 Pension Plan

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

Those employees who collect a pension immediately upon leaving the University continue to participate in the Extended Health, Dental and Group Life Plans as set out for retiring employees.

Any employee hired after January 1, 2006 who subsequently becomes eligible to participate in the Hourly Pension Plan for employees of McMaster University, will not be eligible to continue to participate in the Extended Health, Dental and Group Life Plans upon retiring.

26.03 Extended Health Plan

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

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

26.04 Dental Plan

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

Participation in this programme is a condition of employment. Eligible employees must enroll their eligible family members before benefits are provided. Employees who have coverage through their spouse may opt not to participate.

26.05 Group Life Insurance Plan

The Employer will pay 100% of the billed rates of premium for all eligible employees for Basic Coverage in accordance with the Group Life Insurance Plan in effect at the date of ratification. Participation in this programme is a condition of employment.

Employees may elect to take additional coverage in accordance with the provisions and regulations governing optional coverage as specified in the Group Life Insurance Plan.

26.06 Accidental Death and Dismemberment Coverage

The Employer will continue to make this plan available for eligible employees. The Employees who elect to participate will pay 100% of the billed rates of premium.

26.07 An Employee on layoff for a period of thirteen (13) weeks or less, or who is to be laid off for the summer and recalled in September, may continue to participate in the Extended Health, Dental and Group Life Insurance Plans. Normal premium contributions will continue to be made by the Employer and the employee where appropriate.

An employee on layoff for a period in excess of thirteen (13) weeks may elect to continue to participate in the Extended Health, Dental and Group Life Insurance Plans beyond the thirteen week to a maximum of one (1) year from the date of layoff. The Employee will be required to pay both the employee and the Employer's portion of the premium for that coverage beyond the thirteen (13) weeks.

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

ARTICLE 27 – PREGNANCY/PARENTAL LEAVE

27.01 Employees who are employed at least thirteen (13) weeks prior to the estimated date of delivery or adoption of a child (or children) will be granted a pregnancy and/or parental leave.

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

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

27.03 Pregnancy leave benefits are payable to those employees on pregnancy 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 pregnancy leave benefits.

27.04 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 pregnancy leave the employee will receive a payment equal to the difference between 90% of the employee's regular straight time earnings on wages

up to \$34,500.00 per year, 85% if wages are over \$34,500.00 per year, and the amount of pregnancy 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 pregnancy leave with no cost to the employee.

An employee may contact Employee Work-Life Support Services for information about the application of this benefit to their circumstances.

27.05 A paid paternity leave will be granted for a period of up to five (5) working days surrounding the birth or adoption of his child.

ARTICLE 28 – UNIFORMS

28.01 The Employer shall supply uniforms required by employees in the performance of their duties.

28.02 The employee shall launder uniforms and ensure that the uniforms meet accepted cleanliness standards.

28.03 For special functions or banquets, employees must wear dress uniforms as provided.

28.04 The Parties will meet in an ongoing subcommittee of the Joint Working Conditions Committee to address issues and concerns with respect to uniforms.

ARTICLE 29 – TUITION ASSISTANCE/BURSARY PROGRAM

29.01 Tuition Assistance

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.

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

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

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

For courses taken at institutions other than McMaster University, the employee will be reimbursed for ½ of the tuition fee on submission of a receipt for fees paid. The remaining ½ will be paid to the employee on successful completion of the course certified by submission of the final grade.

29.02 Bursary Program

A Bursary Program shall be available to an employee's spouse and dependent children who have registered at McMaster University in a degree credit course. To qualify for this benefit the employee must have three (3) years of continuous service by the first day of the academic session for which the waiver of tuition fees is requested.

For eligible classes taken under the Bursary Program, funds shall be provided on the basis of an amount equal to \$105 per unit to a maximum of \$3,150 per academic session. The maximum may change from time to time and dependents shall be eligible for such changes.

29.03 Department Courses

When an employee is required by the Employer to take a course, the full cost associated with the course shall be paid by the Employer.

ARTICLE 30 – CONTRACTING OUT

30.01 The University shall not contract out work usually performed by members of this bargaining unit if, as a result of such contracting out, a lay off of any employees other than casual part-time 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.

ARTICLE 31 – PAY EQUITY

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

ARTICLE 32 – LEAVES OF ABSENCE

32.01 Unpaid Leaves

Subject to the Department's work requirements, an unpaid leave of absence, up to a maximum of three (3) months duration, may be granted.

32.02 Personal Leave Day

Effective upon the completion of the probationary period, employees will be granted one (1) paid leave day with no loss of benefits, each calendar year. The paid leave will equal the hours normally worked on the respective shift taken.

APPENDIX “A” – PART-TIME EMPLOYEES

PURPOSE/PREAMBLE

Same as full-time Collective Agreement – Purpose/Preamble.

ARTICLE 1 – TERM

1.01 Same as full time Collective Agreement – Article 1.

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer in the Department of Hospitality Services on its present campus, for the purpose of collective bargaining in respect to rates of pay, hours of work and other working conditions, save and except:

- a) supervisors and persons above the rank of supervisor,
- b) chefs and persons above the rank of chefs,
- c) office staff,
- d) head baker,
- e) persons hired under a rehabilitation program,
- f) persons regularly employed for more than twenty-four (24) hours a week,
- g) casual employees,
- h) employees in other bargaining units for which any trade union holds bargaining rights under the *Labour Relations Act*.

2.02 Same as full time Collective Agreement - Article 2.02.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 Same as full-time Collective Agreement – Article 4.

ARTICLE 4 – UNION SECURITY

4.01 Same as full-time Collective Agreement – Article 5.01.

4.02 Same as full-time Collective Agreement – Article 5.02.

4.03 Same as full-time Collective Agreement – Article 5.03.

4.04 Same as full-time Collective Agreement – Article 5.04.

ARTICLE 5 – NO HARASSMENT/NO DISCRIMINATION

5.01 Same as full-time Collective Agreement – Article 6.

ARTICLE 6 – NO STRIKE/NO LOCKOUT

6.01 Same as full-time Collective Agreement – Article 8.

ARTICLE 7 – HEALTH & SAFETY

7.01 Same as full time Collective Agreement – Article 9.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Same as full-time Collective Agreement – Article 10.

ARTICLE 9 – ARBITRATION PROCEDURE

9.01 Same as full-time Collective Agreement – Article 11.

ARTICLE 10 - RECORD OF DISCIPLINE

10.01 Same as full-time Collective Agreement - Article 12.01-02.

ARTICLE 11 – DISCHARGE CASES

11.01 Same as full-time Collective Agreement – Article 13.

ARTICLE 12 – HOURS OF WORK

12.01 The Employer does not guarantee to provide work for any employee or to maintain the work week or working hours presently in force. Although there is no guarantee of twenty-four (24) hours work, the Employer undertakes to reduce the hours of casual employees whenever possible in order to attain the maximum number of regular straight hours for permanent employees.

Employees who wish to maximize their hours shall make application to the Director, Hospitality Services. Such applications will be considered in respect to positions within the same classification, which become available and consistent with the Department Procedure for Maximizing Hours.

Such actions will be taken prior to the position being posted.

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

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

ARTICLE 13 – OVERTIME

13.01 Same as full-time Collective Agreement – Article 15.01.

13.02 Same as full-time Collective Agreement – Article 15.02.

13.03 Same as full-time Collective Agreement – Article 15.03.

ARTICLE 14 – PAID HOLIDAYS

14.01 Same as the full-time Collective Agreement – Articles 16.01-16.06.

ARTICLE 15 – VACATIONS

15.01 Same as full-time Collective Agreement – Article 17.01.

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

15.03 Same as full-time Collective Agreement – Article 17.03.

ARTICLE 16 – SENIORITY

16.01 A new employee shall be considered as a probationary employee for the period of the first four hundred and eighty (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. Such date will also constitute an employee's continuous service date for the purposes of determining pension, vacation and service award entitlement.

16.02 For the purpose of competitive full time seniority, i.e., 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.

16.03 Same as full-time Collective Agreement – Article 18.02 with the exception of "c" as follows:

. . . . does not work for a six (6) month period. Periods of approved sickness and Workers' Compensation will not be included in the above-mentioned six (6) month period.

16.04 Same as full-time Collective Agreement - Article 18.03

16.05 Same as full-time Collective Agreement - Article 18.04

16.06 Same as full-time Collective Agreement - Article 18.06

16.07 Same as full-time Collective Agreement - Article 8.07.

16.08 Same as full-time Collective Agreement - Article 8.08.

16.09 Same as full-time Collective Agreement - Article 8.09.

ARTICLE 17 – JOB POSTINGS

17.01 Same as full-time Collective Agreement - Article 19.01.

17.02 Same as full-time Collective Agreement - Article 19.02.

17.03 Same as full-time Collective Agreement - Article 19.03.

17.04 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 18 – STEWARDS

18.01. Same as full-time Collective Agreement - Article 20.01

18.02 Same as full-time Collective Agreement - Article 20.02.

18.03 Same as full-time Collective Agreement - Article 20.03.

18.04 Same as full-time Collective Agreement - Article 20.04.

ARTICLE 19 – WAGES

19.01 Same as full-time Collective Agreement - Article 21.01.

19.02 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.

19.03 Same as full-time Collective Agreement - Article 21.03.

19.04 Same as full-time Collective Agreement - Article 21.04.

19.05 Same as full-time Collective Agreement - Article 21.05

ARTICLE 20 – NATIONAL SECURITY

20.01 Same as full-time Collective Agreement – Article 23.01.

ARTICLE 21 – JURY DUTY

21.01 Same as full-time Collective Agreement – Article 24.01.

ARTICLE 22 – BEREAVEMENT

22.01 A regularly scheduled part-time employee shall be permitted time off from work to a maximum of three (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, brother-in-law, daughter-in-law and son-in-law, grandparents and grandchildren.

ARTICLE 23 – WELFARE BENEFITS

23.01 Employees who occupy regular part time positions as of January 1, 2003, are entitled to the following welfare benefit coverage:

- The Employer will pay 100% of the premium cost for \$10,000 of life insurance for employees on completion of their probationary period.
- The Employer will pay 100% of the premium cost for Extended Health Plan and Dental Plan coverage for regular part time employees who work a minimum of 8 hours per week **and** have completed their probationary period. Same as set out in full time Collective Agreement – Articles 26.03 and 26.04.

23.02 Part-time employees hired after January 1, 2003 will be provided a payment in lieu of benefits, rate adjustment of \$1.00 per hour for each hour worked.

ARTICLE 24 – PREGNANCY/PARENTAL LEAVE

24.01 – 24.04 Same as full time Collective Agreement – Article 27.01-27.04

24.05 A paid paternity leave will be granted for a period of up to one (1) regular week's work surrounding the birth or adoption of his child.

ARTICLE 25 – UNIFORMS

25.01 Same as full-time Collective Agreement – Article 28.01.

25.02 Same as full-time Collective Agreement – Article 28.02.

25.03 Same as full time Collective Agreement – Article 28.03.

ARTICLE 26 – TUITION ASSISTANCE/BURSARY PROGRAM

26.01 All part time employees will be eligible for the Tuition Assistance Program and the Bursary Program at the rate of fifty percent (50%) under the respective Plan.

ARTICLE 27 – PERSONAL LEAVE DAY

27.01 Effective upon the completion of the probationary period, employees will be granted one (1) paid leave day with no loss of benefits, each calendar year. The paid leave will equal the hours normally worked on the respective shift taken.

Effective January 1, 2007, part-time employees will be granted two (2) paid leave days with no loss of benefits each calendar year. The paid leave will equal the hours normally worked on the respective shift taken.

27.02 A part-time employee may use his/her Personal Leave Day(s) for absence due to illness.

ARTICLE 28 - CONTRACTING OUT

28.01 Same as full-time Collective Agreement - Article 30.01.

APPENDIX “A” – JOB CLASSIFICATION & STIPULATED HOURLY RATES

Same as full-time Collective Agreement – Appendix C.

APPENDIX “B” – RULES OF ARBITRATION

Same as full-time Collective Agreement – Appendix D.

APPENDIX “B” – ‘PART-TIME SATELLITE’ EMPLOYEES

In light of the parties mutual interest in maintaining employment for food services employees, and the Union’s interest in addressing the terms and conditions of employment for those employees, the parties have agreed to the following terms and conditions of employment for ‘Part-Time Satellite’ positions:

- 1) . That ‘Part-Time – Satellite’ positions be assigned to the following locations:
 - › Café 2000 at the Institute of Applied Health Sciences
 - › Techwave Café at Information Technology Building
 - › Coffee kiosk (William’s Coffee Pub) at MUSC
 - › Coffee kiosk at Hamilton Hall
 - › Coffee/concession kiosk at Ivor Wynne Centre
 - › Café One in Michael G. DeGroot Centre for Learning & Discovery kiosk
 - › Athletic and Recreation Centre kiosk
 - › Always Fresh Kitchen

- 2) That all current part-time employees and all new part-time employees hired to work at the locations included in this Appendix shall be assigned to the ‘Part-Time Satellite’ classification.

That the terms and conditions of employment covering ‘Part-Time – Satellite’ employees at the aforementioned locations include the following:

i) All Articles in ‘Appendix A – Part-time Employees’ of the Collective Agreement shall apply to the classification ‘Part-time – Satellite’, save and except the following:

- a) Article 14 – Paid Holidays;
- b) Article 15 – Vacations;
- c) Article 16 – Seniority (Article 16.05 shall be redefined to include)

Layoffs for five (5) days or less will be based on seniority and will take place within the classification and facility affected.

Layoffs for more than five (5) days and recalls will take place within the classifications and shall be based on the following factors:

- (a) seniority on a campus wide;
- (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 13.05. In displacing the least senior employee within the provisions set out in this Article, the affected employee will be allowed to displace to the level of the least senior employee with the same number of scheduled hours.

d) Article 19 – Wages

e) Article 21 - Jury Duty

f) Article 22 - Bereavement Leave

g) Article 23 - Welfare Benefits

h) Article 26 - Tuition Assistance

i) Article 27 - Personal Day

ii) ‘Part-time – Satellite’ employees’ entitlement to vacation time, vacation pay, pregnancy leave, parental leave and public holiday pay shall be in accordance with the provisions of the *Employment Standards Act*.

iii) ‘Part-time Satellite’ employees will work only at the locations identified above and will not be eligible to top-up their part-time hours in positions outside the scope of this Appendix.

iv) Any employee who elects to transfer into a location identified above shall be governed by all relevant terms of this Appendix.

Any full-time or part-time employee who has completed probation and occupies a Satellite position shall be eligible for the ‘1000 hours’ Satellite rate. Any such employee in receipt of Welfare Benefits under Article 26.01 shall continue to remain enrolled in this Benefits program according to its terms.

v) Any part-time employee working in Hospitality Services not covered by this Appendix who is reassigned by the Employer to a location covered by this Appendix will continue to receive wage rates, benefits and conditions of employment in accordance with ‘Appendix A’ of the Collective Agreement. This shall include, but is not limited to, temporary assignments of any duration such as the replacement of an absent employee.

This shall not include employees who elect to exercise displacement rights during layoffs.

vi) It is understood that business conditions shall determine the personnel requirements for food services within the locations identified above as per 'Appendix H'. It is further understood that any reduction of regular full-time or part-time positions below the established levels set out in Appendix "H", as a result of change in business conditions, will not occur until such time as all of the 'Part-time Satellite' positions have been eliminated.

vii) The Employer agrees that it will not utilize casual employees in any of the locations listed above.

**APPENDIX "C" – JOB CLASSIFICATION &
STIPULATED HOURLY JOB RATES**

WAGE RATE - ALL CLASSIFICATIONS

Classification	Jan 1, 2006	Jan. 1, 2007
1 st Cook	\$19.00	\$19.43
2 nd Cook Driver	\$17.84	\$18.24
3 rd Cook Sr. GCH	\$16.82	\$17.20
GCH Cashier Waitperson Bartender	\$15.97	\$16.33
Busperson	\$12.08	\$12.36

Employees hired after January 1, 2003 in the GCH, Cashier, Waitperson, and Bartender classifications will enter step progression as follows:

Period	Jan. 1, 2006	Jan. 1, 2007
End of 2 nd Year	\$15.97	\$16.33
End of 1 st Year	\$14.97	\$15.33
End of Probation	\$13.97	\$14.33
Start	\$13.47	\$13.83

WAGE RATE – PART-TIME SATELLITE

Classification	Jan. 1, 2006	Jan. 1, 2007
P/T Satellite (plus \$.50/hour after 1000 hours)	\$12.08	\$12.36

APPENDIX "D" – 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 “E” – STEWARDS ARE OF REPRESENT

Two (2) stewards, either full time or part time, shall be elected or appointed in each designated area of representation. In addition, one (1) employee, either full time or part time, may serve as Branch Local President, regardless of that employee’s work area.

The designated work areas are as follows:

- a) West Campus: East Meets West Bistro, Institute of Applied Health Science, Information Technology Building, John Hodgins Engineering Building, Burke Science Building, and Bridges Café.
- b) Central Campus: University Student Centre, Kenneth Taylor Hall, Chester New Hall, Hamilton Hall Kiosk (Math Café), and Café One (Michael G. DeGroot Centre for Learning and Discovery).
- c) North Campus: Commons Marketplace, Athletics and Recreation Centre.

APPENDIX “F” – HOSPITALITY SERVICES APPRENTICESHIP PROGRAMME

The parties have agreed to the McMaster University Hospitality Services Apprenticeship Programme (HSAP), which forms part of this Collective Agreement. A copy is available through the Executive Chef.

APPENDIX “G” – CASUAL EMPLOYEES

1.01 Opportunity for casual employment will be first offered to students enrolled at McMaster University.

1.02 Casual employees shall not be employed, under normal circumstances, for more than twenty-four (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.

1.05 Casual employees will not be employed until such time as full time and part time employees are provided the opportunity to work forty (40) hour and twenty-four (24) hour work weeks respectively.

APPENDIX “H” - STAFFING

Staffing Complement

The Employer currently employs a minimum of one hundred and seventy-three (173) employees (members of S.E.I.U. Local 2.0n BWGPU) in full and part-time positions. It is the intention of the Employer to continue to retain and schedule this complement consisting of **74 full-time employees*** (including one full-time employee assigned to Café 2000), **56 part-time positions** and **43 part-time satellite employees** through the duration of this Collective Agreement. (* Two employees on WSIB absence will be carried on their return to work in addition to the 74 full-time employees.)

Terms and Conditions

The mix of full-time, part-time and part-time satellite positions may change as a result of changes in the number and /or type of facilities and work stations operated by the Employer **but in no instance will the number of full-time positions be less than the number of part-time or part-time satellite positions.**

The total number of full-time, part-time and part-time satellite positions may be reduced only **as a result of changes in business conditions but not as a result of contracting out and/or use of casual employees.** 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%.

iii) Where such changes in business conditions occur and such conditions may effect the members of **SEIU Local 2.0n** (Hospitality Services), the Employer agrees that it shall provide the Union with at least thirty (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.

Temporary Vacancies

Temporary Postings. When a temporary vacancy is known to be or has reached a duration **of six weeks**, the position will be posted as a “temporary posting”. The replacements for the **shifts** will be according to the procedure noted below, until the successful awarding of temporary and permanent job postings.

b) Absentee Replacements. When the vacancy is likely to be for less than six (6) calendar weeks, replacements will be made in the following sequential order:

i) Senior Qualified Full-time employee not getting 40 hours and requesting more hours, per Article 14.01 in the Collective Agreement.

Note: Shift must coincide with employee's availability and would not exceed weekly maximum of 40 hours in one week.

ii) Senior / Qualified Floater in Unit

iii) Senior / Qualified Part-time employee not getting 24 hours and requesting more hours.

Note: Shift must coincide with employee's availability and would not exceed weekly maximum of 24 hours in one week.

4. Catering Scheduling

a) Summer scheduling will be made in the following sequential order:

i) Full-time employees (with catering training) requesting summer work.

Note: Scheduled up to a maximum of 40 hours a week.

ii) Part-time employees (with catering training) requesting summer work.

Note: Scheduled up to a maximum of 24 hours but may be scheduled to work up to 40 hours per week, if full-time senior/ qualified employees are not available.

b) Catering training shall be made available to all interested employees and shall be conducted at such time to allow such employees to qualify for summer employment.

December 15, 2005

Mr. Ted Mansell
SEIU, Local 2.on BGPWU
238 Jane Street
Toronto, Ontario
M6S 3Z1

Dear Mr. Mansell:

Letter of Intent Re: Snow Closures

Bargaining Unit	January 1, 2006*	January 1,2007"
Full-Time	\$85.00	\$90.00
Part-Time	\$42.50	\$45.00

***Note: To be paid during the first pay period in January of each year.**

Yours truly,



Albert Ng
Director, Hospitality Services

cc: Associate Vice-president, Student Affairs
Managers & Supervisors, Hospitality Services
Director, Employee/Labour Relations, HR Services

December 15, 2005

Mr. Ted Mansell
SEIU, Local 2.on BGPWU
238 Jane Street
Toronto, Ontario
M6S 3Z1

Dear Mr. Mansell:

Hospitality Services at Off-Campus Sites

In the event that Hospitality Services is engaged in the provision of food services at a site other than the University's present campus, the Recognition Article 2.01 will be extended to include employees of the Employer in the Department of Hospitality Services at that off-campus site. Such additional sites shall be operated as a Satellite location **and** governed by the conditions of Appendix "B" of this Collective Agreement. Despite Appendix "B" 2(ix), casual employees may be used to staff short-term absences of satellite employees at **an** off-campus site. A separate seniority list will be maintained for employees at an off-campus site.

Yours truly,



A. Ng

Director, Hospitality Services

December 15, 2005

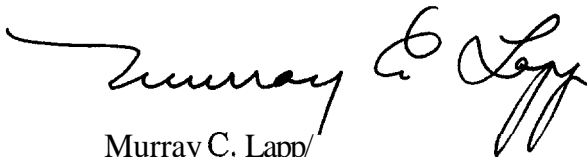
Mr. Ted Mansell
SEIU, Local 2.on BGPWU
238 Jane Street
Toronto, Ontario
M6S 3Z1

Dear Mr. Mansell:

Office Space

The University will provide office space for SEIU Local 2.on BWGPU and will be in close touch with the Union regarding progress in this regard determining its location, first availability, and any other details.

Yours truly,

A handwritten signature in black ink that reads "Murray C. Lapp". The signature is fluid and cursive, with a long horizontal stroke at the beginning and a large loop at the end.

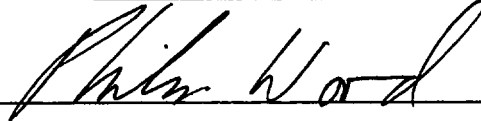
Murray C. Lapp

Director, Employee/Labour Relations

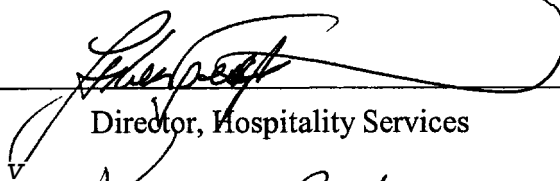
IN WITNESS WHEREOF the Employer has caused its corporate seal to be affixed hereto under the hands of its proper officers in that behalf and the authorized representatives of the Union have hereunto set their hands and seals.

EXECUTED at the Hamilton as of the date first above written.

MCMASTER UNIVERSITY



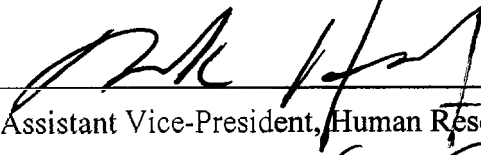
Associate Vice-president, Student Affairs



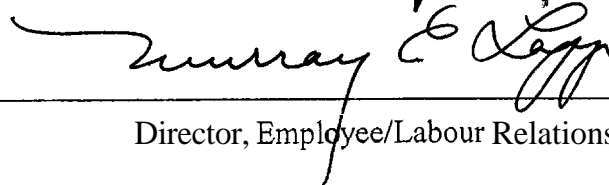
Director, Hospitality Services



Vice-President, Administration



Assistant Vice-President, Human Resources



Director, Employee/Labour Relations

SERVICE EMPLOYEES INTERNATIONAL UNION

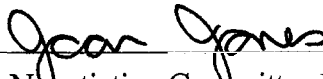
LOCAL 2.ON, BGPWU



Local Branch President



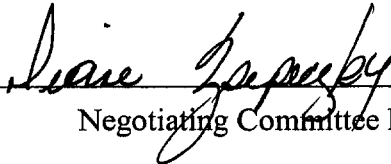
Secretary-Treasurer



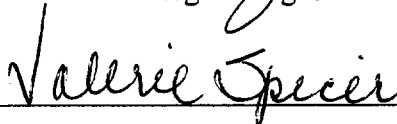
Negotiating Committee Member



Negotiating Committee Member



Negotiating Committee Member



Negotiating Committee Member