

**COLLECTIVE AGREEMENT entered into the 23rd day of October
1987.**

**BETWEEN: THE UNIVERSITY OF WESTERN ONTARIO
(hereinafter called the "Employer")**

OF THE FIRST PART

and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2692
(hereinafter called the "Union")**

OF THE SECOND PART

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PREAMBLE

.01 Whereas it is the desire of both parties to this Agreement:

- to show each to the other a spirit of mutual trust and understanding and to willingly cooperate with each other in the fullest sense,
- to maintain and improve the existing harmonious relations and settled conditions of employment,
- to promote the morale, well being and security of all employees in the bargaining unit,
- to encourage efficiency in operation, and
- to secure prompt and equitable disposition of grievances arising out of the administration of this Agreement.

.02 Where the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine has been used where the context or the party or parties hereto so require.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Article 1 RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS

.01 The Union recognizes that the management and direction of the working forces are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees, provided that if an employee claims he has been discharged or disciplined without just cause, or improperly laid off or recalled, a grievance may be filed and dealt

- with in accordance with the Grievance Procedure;
- (c) determine the machinery and equipment to be used, the methods and techniques of work, the standards of performance, the schedules of work and number of personnel to be employed;
 - (d) establish, enforce and alter from time to time rules and regulations to be observed by the employees.

.02 The Employer's right to exercise the management function in this Article is subject to the provisions of this Agreement. The management functions shall not be used to direct the work force in violation of the Ontario Human Rights Code.

.03 The rules and regulations established within the Public Health Act and the Sanitation Code will take precedence over the contents of this Agreement.

Article 2 RECOGNITION

.01 The Employer recognizes the Union as the sole collective bargaining agency with respect to those matters covered by this Agreement for those employees of the Employer in the Food Services Department, save and except Head Chef/Baker, those above the ranks of Head Chef/Baker, office staff, students employed during the school or university vacation period and persons regularly employed for not more than twenty-four (24) hours per week.

.02 The classifications listed in Appendix A are the only job classifications covered by this Agreement. Any new job classifications within the bargaining unit which may be created in the future may be added to Appendix A by mutual agreement.

.03 The word employee whenever used in this Agreement will apply only to Regular Full-time employees which are defined as employees employed for an average of more than 24 hours a week for a total of four consecutive months or more and for whom a termination date or summer layoff date within the next four months has not been stipulated. In any event, an employee will be considered to be Regular Full-time once a total of ten (10) months' service within a period of twelve (12) consecutive months has been accumulated.

- (a) The word individual whenever used in this Agreement will apply only to persons who work an average of more than 24 hours per week for a period of 90 calendar days and

normally are expected to work from September to April each year exclusive of layoff.

.04 Only employees as defined in section .03 above are covered by the terms of this Agreement.

- (a) Individuals as defined in Section .03 (a) above will be covered by all of the terms of the Agreement except:
 - (i) All of Article 11 - Payroll
All of Article 24 - Guaranteed Housing
All of Article 32 - Staff Benefits
 - (ii) Article 6, Section .02, General Conditions
 - (iii) or as otherwise modified in the following: Article 4 Representation Section .01 and .03
Article 10 - Seniority, Section .01 and .04(a)
Article 29 - Sick Leave, Section .06 and .07
 - (iv) Individuals defined in Section 03(a) above will be provided O.H.I.P coverage with 90% of the premium cost paid by the Employer.

Article 3 STRIKE OR LOCK-OUT

.01 The Union agrees that there will be no strike during the terms of this Agreement, and accordingly, should any or all of the employees covered by this agreement take such action, the Union will declare the action to be in violation of this Agreement and require the employees involved to return to work and perform their usual duties.

.02 Where persons in a labour dispute, other than those in the bargaining unit, engage in a strike and maintain picket lines, and where employees of the bargaining unit could suffer personal harm, the Employer will endeavour to safeguard such employees.

.03 The Employer agrees that during the term of this Agreement there will be no lockout.

.04 Strike and lockout bear the meanings used in the Ontario Labour Relations Act.

Article 4 REPRESENTATION

.01 The Employer agrees to recognize an Executive Committee consisting of not more than six (6) elected members of the employees covered by this Agreement, for the purposes of the negotiation and administration of this Agreement. This committee will also serve as the Union Management Committee and consist of the following union positions, President, Vice President, Recording Secretary, Secretary Treasurer, Sergeant-at-Arms, Chief Steward. The aforementioned committee shall not suffer any loss of pay or benefits during any and all negotiating meetings up to and including conciliation, but not beyond. This Committee may be comprised of up to two (2) individuals defined in Article 2, Section .03(a).

.02 This Committee may be enlarged at any time by the addition of a non-university representative of the Union when dealing with the Employer.

.03 The Employer agrees to recognize 11 stewards including the Chief Steward for the purpose of assisting employees in presenting grievances to the Employer as set forth in this Agreement. These stewards, who will be elected or appointed from amongst the employees in the bargaining unit, will each represent a segment of the bargaining unit as listed in Appendix B. The position of steward may be occupied by up to three (3) individuals defined in Article 2, Section .03(a).

.04 It is understood and agreed that a steward has his regular duties as an employee to perform and that if it is necessary to investigate a grievance or attend a grievance hearing during working hours, the steward will not leave his work without first obtaining the permission of his Supervisor which shall not be unreasonably withheld. The steward shall report again to his Supervisor at the time of his return to work.

.05 The Union shall notify the Employer in writing of the names of the stewards, and elected officers of the Union and the effective dates of their elections or appointments.

.06 Terms of Reference for Union-Management Relations Committee

1. The Union-Management Relations Committee will serve to:
 - administer the terms of the Agreement between CUPE Local 2692 and the University
 - act as the Safety Committee as required under provincial legislation
 - address matters outside the Agreement which are of mutual concern.
2. Membership will consist of:
 - For the University
 - Assistant Director of Employee Relations
 - Manager, Residences
 - Manager, Cash Outlets
 - Manager, Central Food Commissary
 - One Management Representative
 - Executive Committee Members For the Union
 - President
 - Vice-President
 - Recording Secretary
 - Secretary/Treasurer
 - Sergeant-at-Arms
 - Chief Steward
3. The Employer will endeavour to inform the Union/Management Committee of major amendments to the rules and regulations in Article I. 01(d), whenever possible, prior to their implementation.
4. It may be desirable to request persons other than those listed under 2 above to attend for specific discussions. Provided the University agrees to the attendance of a member of the bargaining unit, that employee will not suffer a loss of pay.
5. The Committee will meet once per month unless changed by mutual agreement.
6. Agendas of matters for discussion will be exchanged by the Union and Management at least five (5) working days prior to the meeting.
7. The University will provide secretarial service and minutes will be produced and distributed to all members within one week of each meeting.

.07 The President of the Local or his designate will be allowed up to five (5) hours per week to perform union business during working hours. This should be scheduled in advance with his supervisor, when ever possible, and always recorded daily.

.08 The Chief Steward of the Local or his designate will be allowed up to five (5) hours per week to perform union business during working hours. This will cover such areas as looking after complaints and grievances, attending to the safety duties of his stewards etc. This should be scheduled in advance with his supervisor, whenever possible and always recorded daily.

Article 5 BULLETIN BOARDS

.01 The Employer will provide bulletin boards in mutually agreed locations which will be used by the Union for posting notices.

.02 The posting, removal and policing of Union boards will be done by the Steward provided such postings have been approved in advance by the President of the Union or designate.

Article 6 GENERAL CONDITIONS

.01 It shall be the obligation of each employee covered under the terms of this Agreement to inform the Supervisor of his current residential address and telephone number.

.02 The Employer agrees that payroll deductions shall be made for Government Savings Bonds, Credit Union, United Appeal, Parking, Employer's Second Century Fund, and premiums for voluntary benefit plans, when written request is made therefore by the employee.

(a) . Individuals defined in article 2, Section .03(a) will not be covered under this Section of this Article.

.03 The Employer agrees to provide the Secretary-/Treasurer with a list, semi-annually, of the names of the employees in the unit, their job classifications, and the name of their immediate supervisor.

.04 All performance records that may be used for disciplinary purposes will be considered void after a period of two years has lapsed, provided no further disciplinary action of any nature occurs during that period.

Article 7 UNION SECURITY

.01 Upon receipt of a signed authorization card in the form set forth in Appendix C, the Employer shall deduct from the monthly pay of each employee covered under the terms of this Agreement an amount equivalent to the regular monthly dues and remit same to the Union. Refusal to provide the Employer with a signed authorization card will result in dismissal.

.02 The amount of such dues and/or assessment shall be certified to the Employer by the Secretary/Treasurer of the Union. In the event of a change therein, not less than thirty (30) days' notice thereof shall be given to the Employer.

.03 The dues and/or assessments deducted from the pay of employees shall be forwarded by the Employer to the Union not later than the 20th day of the following month.

.04 Notices required to be served hereunder upon either the Union or the Employer shall be deemed to be served sufficiently if mailed or delivered to the Secretary/Treasurer of the Union and the Assistant Director - Employee Relations of the Employer respectively.

Article 8 MEETINGS

.01 Members of the Executive Committee, the elected representative on the Occupational Health and Safety Committee, and stewards when meeting with the Employer for the purpose of discussing scheduled matters or grievances during working hours will not suffer a loss in pay.

.02 Other representatives, as authorized by the Director of Food Services in writing to the Secretary/Treasurer, and as subsequently appointed by the Union, will fall under the provision of .01 above.

Article 9 SAFETY

.01 The parties hereto agree that the safety of the employees, students and visitors to the campus of the Employer and the protection of the Employer's plant and equipment are matters of prime concern. The obligation of the employees to report safety hazards to the appropriate Supervisor is acknowledged.

.02 The Employer agrees to grant membership on the Occupational Health and Safety Committee to one (1) elected member of the bargaining unit.

.03 Programs for the safety education of employees will be developed by the Safety Subcommittee of the Union-Management Relations Committee.

.04 The Employer and employees agrees to abide by the Occupational Health and Safety Act as it applies to the Employer.

.05 Stewards will be the Health and Safety Representatives required by the Occupational Health and Safety Act.

Article 10 SENIORITY

.01 The Employer will maintain a seniority list which will record, by job classification as expressed in Appendix A, the names and dates of last hire to the bargaining unit. During the period September to April this list will be comprised of all employees and individuals defined in Article 2, Section .03 and .03(a). During the period of May to August individuals defined in Article 2, Section .03(a) will not have seniority rights under this Agreement. This list will be posted annually on Union bulletin boards within one month after the execution date of this Agreement. Following thirty (30) days posting, the list shall become final except as to any employee who has disputed the accuracy of his seniority during that thirty (30) days because of new or amended information contained in the posted list. In such case the list will be subject to adjustment if established to be inaccurate.

.02 In cases of lay-offs the Department is divided into four units-Cash Outlets, Residences, Central Commissary and Spencer Hall.

(i) The Residence units will be sub-divided into four additional sub-units - Saugeen-Maitland, Delaware, Sydenham and Medway for the purposes of layoffs of four (4) days or less.

Within each of the Cash Outlets, Residence, Central Commissary and Spencer Hall units and each of the Saugeen-Maitland, Delaware, Sydenham and Medway sub-units the following lay-off procedure will be utilized.

.02(a) For the Job Classifications (as outlined in Appendix A) seniority within the affected job classification shall be given preference.

.02(b) If an employee is displaced as a result of the action of .02(a) and if his seniority is greater, he may replace the employee in that section with the least seniority whose annual salary is the same or less than his, provided he has the qualifications or capability to perform all of the work required in the new job classification within a six month trial period.

.02(c) A Supervisor who has been promoted out of any job classification which now is in the bargaining unit, and who is to be terminated for redundancy reasons, may replace the employee with the least seniority in the job classification from whence the individual was promoted, provided he has the qualifications to perform all of the work required in the new job classification and the employee so replaced has less seniority than him. In such cases, it is understood that the supervisor's seniority would have been calculated in accordance with this Article as if he had always been a member of the bargaining unit.

.02(d) All persons displaced in the above process will be informed in writing and will be provided with a seniority list.

.02(e) Employees under the above process who intend to replace another must indicate their intention to do so in writing within two working days after being informed of their impending layoff. The letter of intention must state the name and job classification of the employee to be replaced.

.02(f) Where a displaced employee replaces another employee in another classification and is subsequently determined to be unable to meet all job requirements, he will be laid-off without further rights to replace another employee and will be subject to recall only within the job classification and section from which he was originally displaced.

.02(g) For the purposes of recall, the above process is reversed.

.02(h) Employees who replace other employees under this section, will be paid the rate applicable to the new job classification.

.03 A person shall be deemed to have terminated his employment with the Employer and shall lose all seniority if he:

- (a) voluntarily quits the employ of the Employer;
- (b) is discharged and not reinstated through the process of the Grievance Procedure pursuant to this Agreement;
- (c) following a lay-off, fails to report for work within five working days after being recalled or fails to notify the Employer within three working days after recall that he will report for work, unless such period is extended for reasons satisfactory to the Employer. Such recall notice shall be satisfactorily given if sent by registered mail to employee's address on record with the Employer;
- (d) is absent without permission for three consecutive working days;
- (e) is absent due to lay-off, for more than one year;
- (f) utilizes a leave of absence for purposes other than those for which the leave of absence was granted.

.04 In order that the operation of the Union will not become disorganized when layoffs are being made, the Executive of the Union and the Stewards shall be the last persons laid off during their term of office, so long as full time work which they are qualified to perform is available in their classification.

- (a) Individuals defined in Article 2, Section .03(a) who are on the Executive of the Union or stewards may not have their employment continued under this section during the layoff period between May and September.

.05 An apprentice when in attendance at a provincial school as a requirement of his apprenticeship shall suffer no loss in seniority and when writing his qualifying examination shall suffer no loss of pay or seniority.

.06 In the event of a lay off, subject to the work requirements of the unit, part-time or casual employees shall be the first to be laid off.

.07 Whenever possible, employees will be provided with one weeks' notice of lay off.

.08 Benefits provided under this agreement will not be continued by the University or accrue during a lay-off or during a period for which employees or individuals would normally be laid off.

Article 11 PAYMENT OF SALARY

.01 The net monthly salary of an employee will be deposited to the local bank, trust company or credit union designated by that employee. Monthly salaries will normally be deposited prior to the second last working day of the month.

.02 An earning statement will be sent to the employee each pay period.

.03 On the death of an employee during any combination of Sick Leave, Long Term Disability and/or Worker's Compensation up to a period of one year, one month's salary in addition to any salary that may pertain to the month of the death will be paid to the spouse or estate.

.04 Whenever possible, payment of overtime worked in the previous month shall be paid no later than the fifteenth (15th) day of the following month.

.05 Individuals defined in Article 2, Section .03(a) will not be covered under this Article.

Article 12 JOB POSTINGS & PROMOTIONS

.01 To encourage motivation, promote morale and create incentive, employees within the bargaining unit will be given first consideration of a new or a vacant position by the posting of such openings on all Union bulletin boards prior to advertising of such positions in the Western News and external campus media.

(a) Employees in the bargaining unit including those on lay-off applying for such openings will submit an application on the prescribed form within 5 days and be given an interview whenever the contents of this form warrant. The employee may request to be accompanied by a steward or member of the CX-

ecutive at this interview.

.02 In all cases of promotion to another position within the bargaining unit, where the qualifications of the candidates are deemed adequate to perform the work in question, and skill, knowledge, experience, and general fitness are assessed to be equal by the interviewer or interviewing team, seniority shall govern.

.03 The Employer may return an employee promoted under .02 above, or to a position in management, office or other classification, to his former classification at any time within a four month period if the Employer considers that the employee is unable to perform the work. Any other appointment made as a result of the promotion will be reversed.

.04 All unsuccessful employees who have applied for a position will be notified of the following:

- a) the status of their application and,
- b) that a meeting may be arranged to discuss and receive feedback regarding their status in the competition and any general career or personal development information that may assist them when applying for future posting.

Article 13 HOURS OF WORK

.01 The standard work week shall be forty (40) hours per week and the standard work day shall be eight (8) consecutive hours, exclusive of the ½ hour lunch period. For the purpose of establishing shift schedules, work weeks shall commence on Sunday and terminate on Saturdays.

.02 During the normal work day, two ten (10) minute rest periods will be permitted.

.03 It is hereby expressly understood that the provisions of this Article are to provide a basis for calculating time worked and shall not be, or construed to be, a guarantee of the hours of work per day nor as to the days of work per week.

.04 Overtime will be defined as the time worked, as approved in advance by the Supervisor, in excess of forty hours work per week. Authorized overtime will be paid at one and one-half times (1 ½x) the hourly earning rate or, subject to the work requirements of the section, equivalent time off, as agreed to by the employee

and the Supervisor, will be arranged by the Supervisor.

.05 All time worked, or credited, in excess of the assigned work schedule will be used up in time off, or pay in lieu thereof, during that same or following three months.

.06 Whenever possible, weekly work schedules will be posted at least one week in advance of the time worked.

.07 All hours worked in excess of one hundred and sixty (160) hours in an acting capacity will be paid at the higher of the individual's current rate of pay or the minimum of the salary range of the job classification so replaced provided the acting appointment is for a minimum of an eight (8) hour shift.

Article 14 GRIEVANCE PROCEDURE

.01 A grievance is defined as an alleged violation of the specific terms of this Agreement. It is agreed that only one grievance concerning an alleged violation will be recognized.

.02 A group grievance may be initiated should more than one employee be grieving the same alleged violation. All employees affected may sign the grievance but only one grievor may be present at each step of the grievance process. Any agreement under the Grievance Procedure would be applied to all affected employees who signed the grievance.

.03 It is the mutual desire of the parties hereto that problems experienced by employees shall be addressed as quickly as possible, and it is understood that an employee has no grievance until he has given the Supervisor the first opportunity to address the problem. Following this, should an employee wish to discuss the problem with his Steward, he will request the Supervisor to arrange a meeting between the employee and his Steward. Such meeting will take place within 3 working days. If a written grievance is filed with the Supervisor, it must be filed within seven days after the circumstances giving rise to the grievance have occurred and shall proceed in the following manner and sequence.

Step No. 1

The employee may submit a written grievance to the Supervisor on the form (Appendix D) provided by the Union. It will

be signed and dated by the employee involved and in all cases by his Steward. It will be identified by a number issued by the Chief Steward. The Supervisor will acknowledge the receipt of the grievance with his signature and the date received. At the grievance hearing a Steward will be present. The nature of the grievance, the remedy sought and the sections of the Agreement which are alleged to have been violated shall be set out in the grievance. The Supervisor will deliver his decision in writing within three working days of the hearing to the grievor and the Chief Steward.

Step No. 2

Within three working days of the Supervisor's decision under Step No. 1, the grievance may be submitted to the appropriate Manager or his designate, and within five working days a tentative hearing date should be set. At the grievance hearing the Chief Steward, Steward and the grievor will be present. The Manager will deliver his decision in writing within three working days of the hearing.

Step No. 3

Within four working days of the Manager's decision under Step No. 2, the grievance may be submitted to the Assistant Vice-President, Personnel or his designate, and within five working days a tentative hearing date should be set. At this grievance hearing the CUPE Representative and/or the Chief Steward, the Steward and the grievor will be present. The Assistant Vice-President, Personnel will deliver his decision in writing within four working days of the hearing.

.04 Where no answer is given within the time limits specified in the Grievance Procedure the employee concerned, the Union, or the Employer shall be entitled to submit the grievance to the next step of the Grievance procedure. Any grievance that is not commenced or processed to the next step in the Grievance Procedure within the aforesaid time limits, or as mutually extended, shall be deemed to have been abandoned.

.05 All agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and Union and the employee(s).

.06 A grievance as defined herein arising directly between the Employer and the Union shall be originated under Step No. 3.

However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular grievance procedure shall not be thereby by-passed. Any grievance by the Employer or the Union as provided in this paragraph shall be commenced within seven working days after the circumstances giving rise to the grievance have occurred.

(a) An Employer grievance entered under .05 above will be submitted to the CUPE Representative. The CUPE Representative will deliver his decision in writing within four working days of the hearing provided for the Step No. 3.

.07 Failing settlement under the Grievance Procedure, such grievance may be submitted to Arbitration as set forth in Article 15. If no written request for Arbitration is received within five working days after the decision under Step No. 3 is given, it shall be deemed to have been settled and not eligible for Arbitration.

.08 All grievances initiated at Step No. 2 or Step No. 3 require all information contained on the Step 1 grievance form (Appendix D) be completed with the exception of the supervisors decision and signature.

.09 Work days as delineated in this article will be confined to Monday to Friday inclusive.

Article 15

ARBITRATION PROCEDURE

.01 If the Employer or the Union requests that a grievance as provided in Article 14 be submitted to Arbitration, it shall make such request in writing addressed to the other party, and at the same time nominate an Arbitrator. Within five working days thereafter the other party shall nominate an Arbitrator and notify the other party. The two Arbitrators so nominated shall, within fifteen working days of the nomination of the latter of them, attempt to select by agreement a third person to be a member and Chairman of the Arbitration Board. If they are unable to agree on such a Chairman, they may then request the Minister of Labour for the Province of Ontario to appoint a Chairman. In the event of default by either party in nominating its representative to the Arbitration Board, the other party may apply to the Minister of Labour for the Province of

Ontario who shall have power to effect such appointment.

.02 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

.03 The Arbitration Board shall not have jurisdiction to alter, modify, amend, add or delete any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

.04 No matter may be submitted to Arbitration which has not been properly carried through the Complaint and Grievance Procedures, except that the parties by mutual written consent, may extend the time limits fixed in both the Grievance and Arbitration Procedures.

.05 No adjustment effected under the Grievance Procedure or Arbitration Procedure shall be made retroactive beyond seven days before the complaint was discussed with the Supervisor or as lodged by the Employer or Union under Section .05 of Article 14.

.06 The written decision of the majority of the Arbitration Board will be final and binding upon the parties hereto, and the employees.

.07 Each of the parties hereto will bear the fees and expenses of the Arbitrator appointed by it, and the parties will jointly bear the fees and expenses to the Chairman of the Arbitration Board.

Article 16

TERMINATION NOTICE

.01 Should the termination of an employee occur because of redundancy reasons, the individual will be entitled to a combination of termination notice and/or pay in lieu of notice in accordance with the following schedule: -

Seniority	Termination Notice
Under 3 months	None
3 months to 24 months	Two weeks
2 years to less than 5 years	Four weeks
5 years to less than 10 years	Two months
10 or more years	Four months

Seniority	Termination Notice
Under 3 months	None
3 months to 24 months	One week
2 years to less than 5 years	Two weeks
5 years to less than 10 years	One month
10 or more years	Two months

.03 In extreme cases of willful misconduct, disobedience, willful neglect of duty, etc., the employee will be interviewed and suspended from work, the case considered, and then employment may be terminated without prior notice or warning.

Article 17 SUSPENSION AND DISCHARGE

.01 In the event that an employee is suspended without pay for any reason, the Employer agrees to confirm such suspension in writing to the employee and to the Chief Steward of the Union within two working days.

.02 The Union recognizes that it may on occasion, be necessary to suspend an employee from the work place without a Steward present. If such action is taken the Employer agrees to review this action with the employee and the Steward within two working days. Under no circumstances shall an employee be terminated under this Article without the presence of a Steward or Chief Steward.

.03 Should an employee feel that he has been unjustly suspended or discharged, he shall by the end of the fifth working day following receipt of the written notice of suspension or discharge file a grievance at Step No. 2 of the grievance procedure under Article 14.

.04 If the Employer's suspension or dismissal action is found to be unjust and the employee is to be reinstated, in no case is the monetary compensation to exceed the amount which the suspended or discharged employee would have earned during normal working hours through the period that he was unable to work because of the suspension or discharge action. Furthermore, if the employee was otherwise employed during this period of suspension or discharge, such earnings from the other employer are to be deducted from the monetary compensation outlined in the previous sentence.

Article 18 VACATIONS

.01 Subject to .05 below, employees in the bargaining unit before September 1, 1982 earn vacation with pay based on the length of continuous service from the date of last hire as set out below:

- (a) An employee earns vacation at a rate of 6% of salary* for each year of the first two (2) years.
- (b) Upon completion of two (2) full years, vacation is earned at a rate of 8% of salary* per year.
- (c) Upon completion of twenty (20) full years an additional 2% of salary* will be provided, and thereafter, vacation is earned at a rate of 10% of salary* per year.

.02 Subject to .05 below employees joining the bargaining unit on or after September 1, 1982 earn vacation-with pay-based on the length of continuous service from the date of last hire as set out below:

- (a) An employee earns vacation at the rate of 6% of salary* for each year of the first eight (8) completed years of continuous service.
- (b) Upon completion of eight (8) full years of continuous service vacation is earned at the rate of 8% of salary* per year.
- (c) Upon completion of twenty (20) full years an additional 2% of salary* will be provided, and thereafter, vacation is earned at a rate of 10% of salary.* per year.

.03 Employees may take their accrued vacation entitlement or a portion thereof, subject in all cases to the prior approval of the Supervisor and the functional requirements of the Employer.

.04 Vacation entitlement will not be permitted to accrue beyond the equivalent of thirty (30) days salary* without the prior approval of the Supervisor.

.05 There will be no vacation earned during layoffs, unpaid leaves of absence, or during periods of Long-Term Disability or Worker's Compensation benefits beyond the initial sick leave period.

.06 Salary* will be converted to hours for the purpose of time off by dividing the accumulated entitlement in .01 and .02 above by the current hourly earning rate.

*Salary - for the purposes of this Article "salary" will be established on the following basis.

- (a) Current Employees - the "salary" will be equivalent to the previous fiscal year's (May 1st - April 30) base earnings (exclusive of over&me) incremented by the base percentage increase negotiated in the following year's agreement. This "salary" amount will become effective on 1 July each year, or the first of the month following ratification of that year's agreement, whichever is later and will remain in effect until the following year's effective date.
- (b) New Employees - the "salary" will be estimated based upon management's projection of the employee's income until sufficient time has elapsed to determine the salary based upon the Current Employee's criteria above.

Article 19 LONG TERM RECOGNITION

.01 Employees covered by this Agreement will be eligible for the benefits provided for under the current University policy - Service Recognition Policy 3.5 in the Manual of Administrative Policies and Procedure. For further information contact the Pension & Benefits Section of Personnel Department

Article 20 PREGNANCY LEAVE

.01 The Employer provides for pregnancy leave to female employees who have worked for the University for at least one (1) year as of 11 weeks before probable delivery date.

.02 Pregnancy leave is a flexible 17 week leave without pay and no vacation is earned during this leave.

.03 An employee who resigns for pregnancy reasons instead of applying for pregnancy leave may continue her supplementary health insurance for a limited period after termination.

.04 Employees are required to give 2 weeks' written notice, whenever medically possible, of the date it is intended to

commence the pregnancy leave, and the request must be accompanied by a doctor's certificate verifying pregnancy and the probable delivery date.

.05 Leave may be initiated by the employee at any time within 11 weeks of the expected delivery date.

- (a) The Employer may require an employee to begin pregnancy leave earlier if because of pregnancy she is having difficulty keeping up with the demands of the job.

.06 Leave after the actual date of birth is for 6 weeks or ending after no more than 17 weeks from the beginning of the leave, whichever is the later; a request to return to work earlier than 6 weeks must be in writing one week in advance of the intention to return and must be accompanied by a medical certificate.

- (a) The Employer's obligation to reinstate an employee ends when the 6 weeks postnatal leave expires or after no more than 17 weeks from the beginning of the leave, whichever is the later.
- (b) Any extension of pregnancy leave will be up to the discretion of the Employer and will depend on the Employer's operating needs.

.07 Upon return to work the employee is to return to the same position or a comparable one in terms of work setting, responsibility and pay.

.08 An employee on pregnancy leave is eligible for continuation of benefits (pension, life, health insurance) at full cost to the individual employee and should contact the Benefits Section of the Personnel Department before leaving to keep benefits in effect.

Article 21

EDUCATIONAL ASSISTANCE

.01 The Educational Assistance plan is established for the purpose of encouraging employees to obtain additional education to assist in their career development on their own time and to provide financial assistance to those who do so.

.02 The assistance is available to those employees who are on payroll at the beginning and the completion of the course(s) involved. (Course completion date is the last day classes are held or

the exam date, whichever is later.)

.03 The course(s) must be related to the present work duties or anticipated career plan for the individual within the University. A course is defined as a series of academic lectures which culminates in an examination and/or grade being awarded.

- (a) For courses taken for credit at The University of Western Ontario, the employee will be reimbursed 100% of the equivalent undergraduate tuition fee per course. Tuition fees eligible for payment do not include any supplementary expenses such as books, lab fees or activity fees.
- (b) For other courses, reimbursement will be on the basis of the tuition fee and materials fees (except books) of each course to a maximum of the tuition cost of one full undergraduate course at The University of Western Ontario per year (the year being June 1 to May 31).
- (c) The course completion date will be the date used to determine the year to which this policy will apply.

.04 If the manager agrees to a course being taken during a regularly scheduled shift, the foreman will establish alternate working arrangements.

.05 The University may request employees to take certain courses of study or seminars which will be advantageous to both the employee and to the University itself. In such instances, the Food Services Department will bear the full cost and will grant the employee sufficient time away from normal duties to pursue the course of study.

.06 Provided an employee has completed a course for credit at The University of Western Ontario under the Educational Assistance Policy, the tuition fee (excluding activity fee) for all future U.W.O. credit courses will be paid in advance by the University, subject in all cases to all other requirements of the Educational Assistance Policy being met.

EMPLOYEE'S PROCEDURES

.07 Applications for Educational Assistance are available in the Personnel Department, Room 206, Stevenson-lawson Building.

.08 Completed applications, with the required documentation attached, are to be forwarded to the Administrative Secretary, Personnel Department, for authorization prior to commencement of the course(s).

.09 Applicants will be advised as soon as possible whether their application has been approved.

.10 Once the course has been completed, proof that the course was passed and the tuition fee paid (fee receipt) must be submitted to the Administrative Secretary, Personnel Department.

.11 Reimbursement shall be by direct payment to the employee or paid in advance as per provision .06 above, and the payment will be reported as a taxable benefit.

Article 22 BEREAVEMENT LEAVE

.01 An employee grieving the loss of a spouse, parent, grandparent, grandchild, stepchild, mother inlaw, father inlaw, daughter, daughter in law, son, son in law, brother, brother inlaw, sister, or sister inlaw will be granted up to three days leave of absence without loss of pay and may necessary to make arrangements for and/or to attend the funeral or memorial service or to provide required associated services.

.02 Upon request such additional time off without pay may be granted as is necessary to make arrangements or for long distance travelling.

Article 23 COMPASSIONATE LEAVE

.01 When employees require time off because of extraordinary or compassionate circumstances (e.g. to attend funerals of friends and distant relatives, to attend to urgent health needs of his family, to obtain legal counsel) the Employer may give time off to the employee provided the employee uses accrued vacation or over-time to offset the loss in time or by agreement with the Supervisor makes up the time.

.02 Employees will be required to explain the need for such absence and any time off will be limited to those needs which cannot be attended to outside working hours.

Article 24

GUARANTEED HOUSING LOAN

.01 Employees covered by this Agreement will be eligible to apply for assistance as delineated in the current University policy - Guaranteed Housing Loan Plan, Policy 2.7. For further information and application forms contact the office of the Comptroller in the Department of Finance.

.02 Individuals defined in Article 2, Section .03(a) will not be covered under this Article.

Article 25

HEALTH CARE APPOINTMENTS

.01 Whenever possible, employees will arrange medical and dental appointments at times other than working hours.

.02 When it is not possible to make health care appointments outside working hours, employees will arrange their appointments as near as possible to the beginning or end of the work day.

.03 If health care appointments must be made during working hours, the employee's immediate supervisor should be notified several days in advance of the appointment if possible.

.04 Appointments for health care will normally be considered leave of absence with pay.

Article 26

HOLIDAYS

.01 All employees, subject to the provisions of this Article, shall receive pay at their earning rate for the following statutory holidays provided the Employer, at its discretion, may determine the precise date on which the holidays are honoured:-

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day

Canada Day
Civic Holiday

Boxing Day
Presidents Day

.02 In addition, each employee is entitled to one floating holiday to be taken, subject to the work requirements of the section, at the employee's request. Such request should be made by the employee at least one week in advance of the specific holiday.

.03 An employee is eligible for holiday pay as described above if present on his regular scheduled shift immediately preceding and immediately following the holiday unless any absence is for reason satisfactory to the Employer.

.04 When the President's Day falls on a day which is not normally a working day, an alternate day will be specified by the Employer.

.05 When one of the above holidays falls on the regular day off or during vacation of any employee, another day off shall be arranged by the agreement of the individual and the Supervisor.

.06 When one of the above holidays falls during sick leave or an approved leave of absence, no entitlement will accrue to the employee..

.07 Employees who are required to work on a holiday under .01, shall receive their regular pay plus overtime as defined in Article 13 section .04, for all hours worked on that statutory holiday.

.08 For all cases, the method of reimbursement should be agreed to by the employee and the Supervisor prior to the work being undertaken on a holiday. If time off is the agreed-upon method of reimbursement, such entitlement must be used during that same or following three months.

.09 Employees will not be paid for any of the above holidays should they fall during, an unpaid leave of absence or layoff.

.10 The rate of pay for the purpose of this Article will be calculated in accordance with the Employment Standards Act.

Article 27

JURY OR WITNESS DUTY PAY

.01 An Employee who is subpoenaed for jury or crown witness duty will receive for each day of absence thereof the difference between the employee's regular pay computed at the employee's base hourly rate and the amount of jury or witness fee received, provided that the employee furnishes the Employer with a certificate of service signed by the Clerk of the Court showing the amount of jury or witness fee received.

Article 28

LEAVE OF ABSENCE

.01 Subject to the work requirements, the employer may in its discretion continue to grant leaves of absence without pay to employees for legitimate personal reasons.

.02 Vacation is not earned during unpaid leaves of absence longer than 2 weeks.

.03 Subject to the work requirements, the Employer may in its discretion grant a leave of absence with pay for up to two (2) employees who are elected or appointed to represent the Union at Divisional and National Conventions of the Canadian Union of Public Employees. The Union agrees to reimburse the employer for the full cost of wages and benefits paid to those employees granted leaves under this Section. It is further understood that the total of such leave requests will not exceed twenty (20) working days per employee within any twenty-four (24) month period.

.04 An employee who is elected or selected for a full-time position with the Union of any body with which the Union is affiliated or is elected to Public Office, shall be granted leave of absence without pay and without loss of seniority by the Employer for a period of one (1) year; such leave may be renewed in successive years provided that the leave of absence shall not exceed four (4) years in total.

.05 Subject to the work requirements, the Employer may in its discretion grant a leave of absence with pay in accordance with the following:-

- (a) As a matter of convenience to those persons who are elected to the Executive Committee of the Union, the University agrees to continue payment of wages at the normal rate of pay for the period of time members of the Union Executive Committee are in attendance at regular Union meetings. In consideration of the Employer's action in this regard, the Union agrees to reimburse the Employer for the full cost of the wages and benefits paid to members of the Union Executive Committee while in attendance at regular Union meetings upon the receipt of an invoice to be provided to the Treasurer of the Union by the Employer. Nothing in the within clause shall be so interpreted or construed as to require the Employer to pay wages for attendance at regular meetings of the Union held outside the scheduled working hours of an employee. If mutually agreeable between the Employer and the employee, the employee may make up the time.
- (b) Further, the University agrees to continue payment of wages at the normal rate of pay for the period of time Stewards are in attendance at regular membership meetings if held during their scheduled working hours and provided the University has received written notification of intent three (3) working-days prior to the date of the said meeting. In consideration of the Employer's action in this regard, the Union agrees to reimburse the Employer for the full cost of the wages and benefits paid to Stewards while in attendance at regular membership meetings upon the receipt of an invoice to be provided to the Treasurer of the Union by the Employer. Nothing in the within clause shall be so interpreted or construed as to require the Employer to pay wages for attendance at regular membership meetings of the Union held outside the scheduled working hours of an employee. If mutually agreeable between the Employer and the employee, the employee may make up the time.

Article 29

SICK LEAVE

.01 Employees are eligible to receive full salary while absent from work due to illness or injury up to a maximum of 15 consecutive weeks except as described in .01(a) below.

- (a) If there is a recurrence of the same or related illness or injury during the first 3 weeks following an employee's return to work on a full-time basis, the employee is entitled to the unused portion of the original 15 week period of sick leave.
- (b) Employees are again eligible for the full 15 weeks of sick leave upon their return to work from any sick leave regardless of duration, except as under .01(a) above.

.02 Employees are to notify their Supervisor as early as possible of their absence and expected date of return to work on a full-time basis.

.03 The Employer reserves the right to require medical certification of illness or injury and/or a medical examination by a qualified physician. The Employer may request an additional medical certification of the injury and/or a medical examination by a second qualified physician of the employers choice. Any costs associated with the second certification will not be at the employees expense.

- (a) In any event, at the beginning of an absence and at regular intervals thereafter (e.g. every two weeks), the employee will keep his Foreman informed of his medical status and tentative return to work date.
- (b) At the time of his return to work after each sick leave absence of two weeks or more the employee must provide his Supervisor with a physician's note certifying that the employee has been in the care of a physician and:
 - i) that the employee is able to return to work on a fulltime basis without restrictions. ,
 - or
 - ii) that the employee is able to return to work, with the nature and duration of any work restrictions described.

.04 All Workmen's Compensation allowances will be received directly by the Employer for the first 15 weeks of sick leave during which time full pay will be given to the employee. If the disability continues, Workmen's Compensation will pay the employee directly.

.05 Vacation is not earned during periods of Long-Term Disability or Workmen's Compensation benefits beyond the initial sick leave period.

.06 Individuals as defined in Article 2, Section .03(a) will become eligible for Sick Leave Benefits under this Article in September of each year only if these individuals have returned to

work and completed two consecutive weeks of regular scheduled work.

.07 Neither the sick leave benefits nor other components of this Article are available to individuals, as defined in Article 2, Section .03(a), while on lay-off or during a period for which they would normally be on lay-off.

Article 30 CLOTHING

.01 Each employee has the option of one of the following:

- (a) dresses when required for replacement (maximum of 3 per year), purchased by the Employer for the employee and laundered by the employee,
- (b) pant suits when required for replacement (maximum of 2 per year), purchased by the Employer for the employee and laundered by the employee, or
- (c) dresses or sets of pants and shirts when required for replacement (maximum of 3 per year) rented and laundered by the Employer.

.02 On special occasions, employees may be required to wear banquet uniforms.

.03 Parkas and mittens will be made available for use by employees entering freezers and working out-of-doors.

.04 Shoes will be provided where required in accordance with the following:

- (i) Where safety-toe and non-skid soles are required, the Employer agrees to pay up to \$50 for the purchase of the initial such shoe upon submission of a receipt and up to \$25 per annum for such replacements that are required.
- (ii) Where non-skid soles are required, the Employer agrees to pay up to \$30 for the purchase of the initial such shoe upon submission of a receipt and up to \$10 per annum for such replacements that are required.

Article 31 ! EMERGENCY CLOSING POLICY

.01 Employees will suffer no loss in pay when the University is officially closed for emergency reasons on their regular scheduled day.

.02 In addition to any entitlement under .01 above, employees reporting for work when requested under this Article shall receive overtime as defined in Article 13, Section .04.

Article 32 STAFF BENEFITS

.01 All employees under this Agreement will be provided with Staff Benefits as outlined in Appendix E, and with any associated literature or information as contained in pamphlets or recorded in the Western News from time to time.

.02 Where the salary of an employee in any month is not sufficient to pay the required employee contributions to the benefits programs, the contributions of the employer towards the benefits programs are discontinued. Employees may continue these benefits at full cost to themselves by making appropriate arrangements with the Benefits Section of the Personnel Department at the time of layoff or leave.

.03 During periods of Long-Term Disability or Worker's Compensation where no salary is being paid by the Employer, all compulsory group insurance and pension benefits in force at the commencement of the sick leave will be continued by the Employer. Employees may continue any voluntary group insurance benefits by making arrangements with the Benefits Section of the Personnel Department for payment of those voluntary benefits they wish to continue.

.04 Individuals defined in Article 2, Section .03(a) will not be covered under this Article.

.05 For the purpose of establishing an annual salary for benefit levels and deductions the following method will be utilized:

(a) Current Employees - the "salary" will be equivalent to the

previous fiscal year's (May 1 - April 30) base earnings (exclusive of overtime) incremented by the base percentage increase negotiated in the following year's agreement. This "salary" amount will become effective on July 1st of each year and remain in effect until the following year effective date.

(b) New Employees - the "salary" will be estimated based upon management's projection of the employee's income until sufficient time has elapsed to determine the salary based upon the Current Employee's criteria above.

Article 33 CONTRACTING OUT

.01 Should there be "contracting out" of any job covered by the scope of this Agreement in whole or in part during the course of this Agreement, the University shall make every effort, consistent with its obligation to operate in an efficient and economical manner, to retain employees displaced thereby, by granting such employees an opportunity for on-the-job retraining; (as provided for in .04 (i) below) if necessary, for available jobs within the bargaining unit and no employee will be laid off as an immediate result thereof.

.02 Ninety (90) days prior to the "contracting out" of any job (in whole or in part) which would result in the lay-off of an employee during the course of the agreement, the University shall:

- i) provide the union with the economic data related to the "contracting out" and discuss with the union the nature and rationale of the action.
- ii) discuss any alternate means of achieving the necessary level of efficiency and economies, and
- iii) where possible use attrition to minimize the impact on the employees.

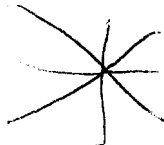
.03 In the event an employee is to be laid-off as a direct result of contracting out by the University he will receive notice or pay in lieu of notice or combination thereof equivalent to one week for each half year of completed service. This notice would be in addition to that provided in Article 16 - Termination Notice Section .01.

.04 Should an employee be placed on a permanent lay off (i.e. leading to termination) the University will also provide the following assistance:

- i) If a position is open elsewhere in the bargaining unit at the permanently laid-off employee's classification level or lower, the most qualified such employee affected, who has the minimum required qualifications, will be offered the position and provided a maximum of four (4) months job-related training.
- ii) If a position is open outside the bargaining unit within the University, the permanently laid-off employee will be given consideration provided the employee is qualified to perform duties and responsibilities of that position. The Personnel Department and the hiring Department will be responsible for assessing the qualifications and suitability of the candidate, and
- iii) In the event the preceding options are not available, relocation counselling will be provided through the Personnel Department of the University.

Article 34 WAGES

.01 The University agrees to pay the wages outlined in Appendix A



Article 35 DURATION

.01 This Agreement covers the period from May 1, 1987 until April 30, 1989 and shall continue automatically thereafter for periods of one year unless either party informs the other in writing not less than 30 days prior to the expiration day that it desires to amend or terminate this Agreement.

In witness whereof, the Parties have executed this Agreement as of the 23 day of October 1987.

For the University

For the Union

Shirley Palmer
Aug. Votell
Bob
McLaney

Carmen Blackport
Jaqueline Black
Bernadette
Brookbank
Kay Robinson
Jula Hodgson
Terence Black

APPENDIX B
STEWARDS' REPRESENTATION

GROUP REPRESENTED	STEWARDS
Commissary Day Shift	1
Commissary Afternoon Shift	1
Saugen-Maitland	2
Medway	1
Sydenham	1
Delaware	1
U.C.C.	1
Somerville-Spencer	1
All Other Outlets	1
Chief Steward	1

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APPENDIX C

AUTHORIZATION CARD

I hereby authorize my Employer, the Board of Governors of The University of Western Ontario, to deduct from my pay due me each month an amount equivalent to the regular monthly dues of Local 2692, Canadian Union of Public Employees and forward such amount to the Union whose receipt thereof shall be considered as a sufficient discharge to the Employer for the amount deducted from my earnings.

Signature _____

Date _____

Witness _____

APPENDIX D

GRIEVANCE NO.

The University of Western Ontario EMPLOYEE/C.U.P.E. LOCAL 2692 GRIEVANCE FORM

STEP I

Grievor's Name _____	Classification _____
Date of Incident Resulting in Alleged Grievance _____	
Alleged Grievance concerns: Article __ Section __	
Discussed with Supervisor: Yes _____ No _____ Date _____	
Steward Present: Yes _____	No _____

GRIEVOR'S STATEMENT

Appendix D, Step 1 con't

Grievor's Signature _____ Date _____

Steward's Signature _____ Date _____
(Must be signed by the Steward)

Date Grievance Received by Supervisor _____

Supervisor's Signature _____

Supervisor's Decision

Supervisor's Signature _____ Date _____

APPENDIX D

GRIEVANCE NO. _____

**The University of Western Ontario
EMPLOYEE/C.U.P.E LOCAL 2692
GRIEVANCE FORM**

STEP II

IF THE GRIEVOR DOES NOT AGREE WITH THE SUPERVISOR'S DECISION AT STEP I AND WISHES TO TAKE THE GRIEVANCE TO STEP II OF THE GRIEVANCE PROCEDURE. A STEP II HEARING MUST BE REQUESTED WITHIN 3 (THREE) WORKING DAYS AFTER THE STEP I DECISION BY THE SUPERVISOR.

THE GRIEVOR REQUESTS THAT THE GRIEVANCE PROCEED TO STEP II:

Signature of Grievor _____ Date _____

Signature of Steward _____ Date _____

Decision of Manager

Appendix D, Step II con't

Manager's Signature _____ Date _____

APPENDIX D

GRIEVANCE NO.
The University of Western Ontario
EMPLOYEE/C.U.P.E. 2692
GRIEVANCE FORM

STEP III

IF THE GRIEVOR DOES NOT AGREE WITH THE MANAGER'S DECISION AT STEP II AND WISHES TO TAKE THE GRIEVANCE TO STEP III OF THE GRIEVANCE PROCEDURE, A STEP III HEARING MUST BE REQUESTED WITHIN FOUR (4) WORKING DAYS AFTER THE STEP II DECISION BY THE MANAGER.

THE GRIEVOR REQUESTS THAT THE GRIEVANCE PROCEED TO STEP III.

Signature of Grievor _____ Date _____

Signature of Steward _____ Date _____

Decision of Assistant Vice-President, Personnel

Assistant Vice-President, Personnel Signature __ Date _____

NOTES

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