

**McMaster University**

**(The “Employer”)**

**and**

**Service Employees International Union, Local 2 BGPWU (“SEIU”)**

**Representing Hospitality Services Staff**

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**COLLECTIVE AGREEMENT**

**Expiry Date: April 30, 2021**

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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 BGPWU (SEIU Local 2 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 later of May 1, 2016, or the date notice of ratification is exchanged by both parties and shall continue in effect up to and including the 30<sup>th</sup> day of April 2021.
- 1.02 This agreement shall continue automatically thereafter for annual periods of one year, unless either party notifies the other in writing within a period of 90 calendar days immediately prior to the expiration date that it desires to amend or terminate this Agreement.

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

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

SEIU Local 2 BGPWU  
#2 Airport Square, Suite 200  
2600 Skymark Avenue  
Mississauga, ON, L4W 5B2

- 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 located at 1280 Main Street West, Hamilton, Ontario, 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 chef,
  - (c) office staff,
  - (d) head baker,
  - (e) persons hired under a rehabilitation program,
  - (f) persons regularly employed for less than 24 hours a week, and
  - (g) employees in other bargaining units for which any trade union holds bargaining rights under the *Labour Relations Act, 1995, S.O. 1995, c 1, Sch. A*, as amended.

- 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.

### 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 calendar days unless otherwise specified.

**Designate:** an individual authorized to act on behalf of an officer of the University, or an individual named to represent an Employee, group of Employees or the Union.

**Employer:** refers to McMaster University (the University).

**Facility:** means a work location such as IAHS, La Piazza and Centro.

**Parties:** shall be deemed to be McMaster University (the University) and S.E.I.U. Local 2 Brewery, General & Professional Workers' Union (the Union).

**Pension Plan:** shall mean the Contributory Pension Plan for Hourly-Rated Employees of McMaster University.

**Regular Earnings** (for the purpose of Article 24): an average of gross weekly regular wages in the 12 calendar weeks preceding the calendar week in which the leave begins, exclusive of: overtime pay, public holiday pay, premium pay, and vacation pay; and, subject to all applicable statutory and payroll deductions.

**Supervisor:** refers to the person who directs an Employee's work or to whom an Employee normally reports. This person may also be referred to as "Manager".

**Union:** refers to the SEIU Local 2 Brewery, General & Professional Workers' Union (the "SEIU").

**Union Steward:** refers to an Employee who has been duly authorized to represent S.E.I.U., Local 2, Brewery, General & Professional Workers' Union.

**University:** refers to McMaster University, and its designates, the Board of Governors of McMaster University, or any officers authorized to act on behalf of the Board.

**Business Day:** means Monday to Friday, exclusive of holidays recognized by the University.

3.02 Employees

- (a) **Employee(s):** refers to any or all of the Employee(s) in the Bargaining Unit, except where this Agreement otherwise provides.
- (b) **Full-Time Employee(s):** refers to any or all Employee(s) regularly working 40 hours per week;
- (c) **Part-Time Employee(s):** refers to any or all Employee(s) regularly working less than 40 hours per week and at least 24 hours per week.
- (d) Each Full-Time Employee and Part-Time Employee is also an Annual Employee or Seasonal Employee or Temporary Employee, defined as follows:
  - i. **Annual Employee(s):** any or all Employee(s) hired to work 12 months a year in accordance with the job posting;
  - ii. **Seasonal Employee(s):** any or all Employee(s) hired to work approximately 8 months a year in accordance with the job posting; and
  - iii. **Temporary Employee(s):** any or all Employee(s) who are filling a Temporary Vacancy, as defined in Article 20.05.

3.03 The use of a feminine pronoun shall include the masculine, and vice versa.

**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, enforce, and alter from time to time 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 2.0n 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 REPRESENTATION

### 5.01 Union Membership and Dues

- (a) The Employer will deduct Union dues from the pay of each Employee in the Bargaining Unit, in the amount specified in writing by the Union, and shall remit same to the Union as soon as practicable and not later than 2 weeks following the applicable payroll deposit date.
- (b) When the amounts specified under 5.01(a) are remitted, the Employer will inform the Union in writing of the names of Employees from whose pay deductions for Union dues have been made and the amount of dues deducted from each Employee's pay.
- (c) The Union shall advise the University in writing at least 30 days in advance of any change in the amount of its Union dues. It is agreed that the rate structure of the dues requested shall not require deductions which are incompatible with the University's payroll system.
- (d) The Union shall indemnify and save the University harmless from any claims or any liability arising from or as a result of the deduction or non-deduction of Union dues.
- (e) Employees shall become and remain members of the Union.

5.02 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.

### 5.03 Union Representation

- (a) The Employer recognizes and will not interfere with the rights of Employees to become members of the Union and will not discriminate against, interfere with, restrain or coerce Employees because of membership in the Union.
- (b) The Union shall provide to the Employer the names and titles of its Union Stewards. To the extent feasible, the Union will provide the effective dates and terms of appointment.
- (c) All Union Stewards will have completed their probationary period with the Employer.
- (d) Subject to Appendix B, the Employer will recognize up to 7 Union Stewards elected by the Employees from among those who have been continuously in the employ of the Employer for at least 1 year prior to their election, one of which may be elected as Branch Local President. The function of the Union Stewards will be to assist in the processing of grievances hereunder and to use their best efforts by word and example to require the Employees to abide by the terms of



the Agreement. Such functions shall, so far as possible, be performed outside Union Stewards' regularly scheduled hours of work.

- (e) When permission has been granted to a Union Steward to leave her work temporarily with respect to the investigation of a complaint or to a grievance at Stage 1, 2 or 3, in the Grievance Procedure, such Union Steward shall suffer no loss of pay for the time so spent.
- (f) When entering a work area other than her own to attend to Union business, the Branch Local President must first contact the supervisor of that work area and advise her as to the general nature of her business.

#### 5.04 Union Release Time

##### **Paid Release Time**

- (a) It is acknowledged by the Parties that all Union Stewards have regular duties to perform as Employees of the Employer. Therefore, Union Stewards will not leave their duties without first obtaining the permission of their Supervisor, or designate. Requests for Union Release Time, paid or unpaid, shall not be unreasonably denied. Meetings involving the Branch Local President will not be scheduled on her day off without her agreement.
- (b) Release time shall be granted from regularly scheduled hours, with no loss of regular pay or benefits, for the following purposes:
  - (i) To represent the Union on committees or task forces that are created at the invitation of the Employer;
  - (ii) To participate in JWCC and/or other such labour-management meetings;
  - (iii) To represent Employees in the Grievance Procedure per Article 10;
  - (iv) To attend meetings with the Employer which may include matters of absences due to illness or injury; and
  - (v) To conduct Employee orientations; it is agreed that on or about the time of hiring of a new Employee, the Branch Local President or designate shall have the opportunity to meet with such Employee during a 15 minute period at a time and place to be designated by management.

##### **Annual Union Training Conference**

- (c) The Employer shall grant a request for a 3-day leave of absence without loss of pay or benefits, to the Branch Local President and Union Stewards to attend the Union's Annual Training Conference. No more than 7 Employees shall be on such leave at any one time.

##### **Negotiating Committee**

- (d) The Branch Local President and up to 6 other Employees on the Union Negotiating Committee shall not suffer any loss of regular pay or benefits for the

days of negotiations with the Employer up to the date immediately preceding the date on which a strike or lockout initiated.

### **Unpaid Release Time**

(e) Full Time Union Office

- i. 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. Such leave, if granted, shall be for a period of 1 calendar year from the date of appointment unless extended further by agreement of the Parties. It is understood that not more than 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.
- ii. Seniority and service shall accumulate during such leave in accordance with Article 18 Seniority and for the purpose of Workplace Safety and Insurance Benefits such Employees are deemed to be employed by the Union.
- iii. Employees will be responsible for maintaining both their payments and the Employer's payments to benefit plans in which they are enrolled on the day immediately prior to the commencement of the leave. Such payments will continue for the duration of the leave.

(f) Union Functions

The Branch Local President and/or a Union Steward may request an unpaid leave of absence to attend Union functions with at least 2 weeks' notice. Such requests will not be unreasonably denied. There is a maximum of 4 days of such absence per Union Steward per calendar year and no more than 2 absences per designated work area at any one time. The Union may arrange that a Union Steward on such 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.

(g) Branch Local President Leave

The Branch Local President will be granted a 1 day unpaid leave of absence each month for the purpose of performing duties relating to that role. This leave time shall be scheduled at least 2 weeks in advance, subject to the approval of the Supervisor.

### 5.05 Bulletin Boards

- (a) The Employer agrees that an enclosed bulletin board covered with plexiglas and securable with a locking device will be placed in close proximity to Centro, East Meets West Bistro and La Piazza. In other locations, display space suitable to the location will be provided for the exclusive use of the Union.

- (b) The Employer will utilize bulletin boards to communicate with Employees on relevant work issues including job postings, vacation schedules, overtime notices and general announcements. A reasonable portion of each board will be available to the Union to post notices and other items of interest to members. The Union will maintain its share of such bulletin boards in a neat, respectful and orderly manner.

5.06 Union Office Space and Equipment

- (a) The Employer shall continue to provide the Union with office space, services and meeting room access, at least equivalent to the square metres currently provided. The Union will, annually, remit payment to the Employer at the internal departmental rate as determined by the University.
- (b) The Employer will provide a cell phone for the Branch Local President. It is understood by all Parties that this telephone shall be used only by the Branch Local President or her designate for Union business and shall remain the property of the Employer.

**ARTICLE 6 - NO HARASSMENT/NO DISCRIMINATION**

- 6.01 (a) The Parties agree that all employees shall be entitled to a respectful workplace free of discrimination, sexual harassment and workplace harassment. The University's Discrimination Harassment and Sexual Harassment: Prevention and Response Policy governs such matters.
- (b) In and of itself, the fact of the Employer exercising management rights in accordance with Article 4 shall not constitute workplace harassment, including but not limited to the issuance of discipline, performance management, and attendance management.

6.02 Employment Equity

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

**ARTICLE 7 - JOINT WORKING CONDITIONS COMMITTEE**

7.01 General

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 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, 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 as defined by the Ontario Labour Relations Act, 1995.
- 8.02 In the event of a legal strike or lockout by persons represented by another trade union, and employed by the Employer, the Employer will meet with representatives of the Union to discuss matters of interest to the Parties, including the maintenance of the effective operation of the University.
- 8.03 In the event that any person represented by a trade union and employed by the Employer, other than those represented by this Union, engage in a lawful strike or is lawfully locked out, Employees covered by this Agreement will not be required to perform work normally done by these employees.

#### **ARTICLE 9 - HEALTH & SAFETY**

##### 9.01 General

- (a) 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* (OHSA).

- (b) The Employer is responsible for the provision of information, programs, 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.
- (c) All Employees shall receive the appropriate health and safety training in accordance with the provisions of the OHSA.
- (d) Employees have a duty to familiarize themselves with the OHSA, to work in compliance with statutory and University requirements and prescribed safe work procedures, and to report unsafe conditions to their Supervisors.
- (e) The Union agrees to endorse any education programs 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.
- (f) No Employee will be disciplined for exercising their right to refuse unsafe work in accordance with the OHSA.

#### 9.02 First Aid/CPR Certification and Kits

- (a) The Employer will continue to provide access to First Aid/CPR and re-certification training at no cost to Employees. Employees will receive no loss of pay for attendance at these sessions.
- (b) The Employer shall provide First Aid kits in the workplace.

#### 9.03 Health and Safety Committees

- (a) The Employer shall continue to maintain a Hospitality Services Joint Health and Safety Committee (HSJH&SC) providing effective coverage for its workplaces and activities. The Employer agrees to pay the cost of certification training for one worker representative as required to meet the University's OHSA obligations.
- (b) The Parties recognize the existence of a Central Joint Health and Safety Committee (CJHSC).
- (c) The CJHSC will be structured in accordance with the OHSA and its members will have the power and authority specified therein. Terms of reference of the CJHSC will be determined by consensus of the CJHSC.
- (d) The Union will elect or appoint its worker representative(s) to the CJHSC.

- (e) Employees will suffer no loss of remuneration for time required to carry out their responsibilities on both the HSJH&SC and CJHSC.

#### 9.04 Safety Equipment

- (a) The Employer agrees to provide protective equipment and clothing when required by the OHSA, 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.
- (b) The Employer agrees to provide each Employee (excluding Probationary Employees) with one pair of safety shoes, appropriate to her position, once per calendar year. The onus is on the Employee to ensure her safety shoes are kept in good condition. In the event an Employee's safety shoes wear down before she is eligible to receive a new pair, she will discuss the matter with her Supervisor.

### **ARTICLE 10 - GRIEVANCE PROCEDURE**

#### 10.01 General

- (a) In the event that a Party fails to reply in writing within the time limits prescribed in the Grievance Procedure, the other Party may submit the matter to the next Stage as if a negative reply or denial has been received on the last day for the forwarding of such reply.
- (b) Employees may grieve disciplinary or discharge action in accordance with the provisions of this Article 10.
- (c) The Branch Local President, Union Steward and grievor will each receive a copy of all Employer responses at each Stage of the grievance procedure.
- (d) Grievance meetings will be held, where possible, during the working hours of the grievor. If the meeting is outside of regular work hours, the grievor will be compensated at straight time. The Employer will notify the grievor as far in advance as possible of grievance meeting dates.
- (e) The Union will not question the dismissal of any probationary Employee nor shall such dismissal be the subject of the grievance procedure.

#### 10.02 Pre-Grievance Stage

Should any grievance arise between any Employee and the Employer as to the interpretation, application, administration or alleged violation of this Agreement or as to working conditions, the Employee shall discuss such complaint with her immediate Supervisor and an earnest effort will be made to settle such grievance without undue delay. Failing settlement of such complaint by discussion, it will be dealt with in accordance with Articles 10.03 – 10.06.

#### 10.03 Stage 1

- (a) An aggrieved Employee shall first submit her representation in writing to her Supervisor or designate either directly or through her Union Steward. Any such grievance shall be presented within 10 Business Days of the time when the circumstances giving rise to the grievance were known or ought to have been known to the Employee. Such representations shall state the nature of the grievance, the remedy sought and any provisions of the Agreement upon which the grievance is based.
- (b) The Supervisor shall provide a Stage 1 reply in writing within 5 Business Days from the date the written grievance was presented to her.

#### 10.04 Stage 2

- (a) If the grievance is not resolved to the satisfaction of the grievor at Stage 1, the grievor, a Union Steward or the Branch Local President may, within 5 Business Days of the date on which the immediate Supervisor's reply was or should have been given, deliver the written grievance to the Supervisor's immediate supervisor.
- (b) The Supervisor's immediate supervisor, or designate, shall arrange to meet with the grievor and the grievor's immediate Supervisor to discuss the merits of the grievance. The grievor shall be accompanied by a Union Steward and the Branch Local President.
- (c) The Supervisor's immediate supervisor, or designate, shall provide a Stage 2 reply in writing within 5 Business Days from the date of the meeting set out in Article 10.04(b).

#### 10.05 Stage 3

- (a) If the grievance is not resolved to the satisfaction of the grievor at Stage 2, the grievor may, within 5 Business Days of the date on which the Supervisor's immediate supervisor's reply was or should have been given, deliver the written grievance to the Director, Hospitality Services, or designate.
- (b) The Director, Hospitality Services or designate shall notify the Employee of the time and place at which they will meet to discuss the matter. The grievor may be accompanied by a Union Steward, the Branch Local President and at the request of either Party a representative of the Union shall be present.
- (c) The Parties will meet to discuss the matter and at such meeting the written representations and the Stage 2 decision shall be considered.

- (d) Every effort will be made to settle such grievance within 10 Business Days from the date written notice of the matter was received. The Director, Hospitality Services, or designate, shall give the decision in writing on behalf of the Employer.

10.06 Policy Grievance

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 hereto with opportunity for discussion between the officers of the Union and representatives of the Employer. The Party submitting a policy grievance shall be given a written reply to the grievance within 15 Business Days following discussion.

**ARTICLE 11 – ARBITRATION PROCEDURE**

11.01 If any grievance relating to the alleged violation of this Agreement, including whether the matter is arbitrable or not, has not been satisfactorily settled pursuant to the provisions of Article 10, the matter may then be referred to Arbitration. The written notice of referral to Arbitration shall be given to the other Party within 5 Business Days from the date on which the response at Stage 3 was given, or should have been given.

11.02 When either Party to this Agreement requests that a grievance be submitted to Arbitration, the Employer and the Union shall select one person as arbitrator to whom such grievance may be submitted for Arbitration.

11.03 The Union and Employer will share equally the fees and expenses of the arbitrator. Employees who are called as witnesses at arbitration hearings shall be given release time from their regular duties with no loss of regular pay and benefits. Each Party shall bear the expenses of its representatives and participants and for the preparation and presentation of its own case.

**ARTICLE 12 - DISCIPLINE & DISCHARGE**

12.01 Disciplinary Meeting

- (a) Prior to disciplining an Employee, the Employer will meet with the Employee and a Union Steward. At this meeting, the Employer will advise the Employee of the alleged offence and provide the Employee with an opportunity to respond.
- (b) A Union Steward shall be present at a meeting convened by the Employer with an Employee for the purpose of taking disciplinary action.

12.02 Progressive Discipline

- (a) The Employer will not use discipline in an Employee's HR file that is more than 18 months old, unless the Employee has had a subsequent warning for an offence during that period of time. For the purpose of this Article, 18 months



excludes time not worked, such as absences due to layoff, seasonal leaves, extended illness/injury, and other leaves of absence.

- (b) An Employee shall be entitled to review the Employee's HR file in the office in which the file is normally kept. The Employee shall give the Employer 24 hours' written notice to having access to such file. The review of such file shall take place during the non-working hours of the Employee and access to the file shall be in the presence of a Human Resources representative and no longer than 15 minutes.

12.03 A claim by an Employee (other than a probationary Employee) that she has been unjustly discharged will be treated as a grievance if a written statement of such grievance is lodged with the Director, Hospitality Services, within 5 Business Days after such Employee ceases to work for the Employer.

12.04 Such grievance may be settled under the Grievance Procedure, including arbitration, provided by this Agreement, commencing with Stage 3 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 13 - HOURS OF WORK**

### **13.01 Regular Work Week**

- (a) The regular work week for all Full-Time Employees shall consist of 40 hours made up of 8 hours per day, to be worked in accordance with the schedules of operations posted by the Employer from time to time.
- (b) The regular work week for all Part-Time Employees shall consist of at least 24 hours per week but less than 40 hours per week, to be worked in accordance with the schedules of operations posted by the Employer from time to time.
- (c) Where it is necessary to schedule additional 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, unless otherwise agreed between the Employer and an Employee, 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 Employees; however in the event that all Employees cannot receive their days off consecutively seniority will apply. Unless agreed between the Employer and an Employee that the Employee will work on her regular day off, a minimum of 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

### 13.02 Rest Periods

(a) **Meal Period**

Employees working a shift of more than 5 hours are entitled to 1 unpaid meal period of 30 minutes.

(b) **Break Period**

Employees working a shift of more than 5 hours are entitled to 1 break period of 15 minutes for every 4 hours of work, without loss of pay, in addition to a meal period.

### 13.03 Minimum Shift

Employees who report for work for which they are scheduled shall be granted at least 3 hours of work and if no work is available shall be paid for at least 3 hours at the regular rate. This Article 13.03 shall not apply in the event of fire or flood or other emergencies beyond the control of the Employer.

### 13.04 Flexible Hours

Employees may request flexible hours of work for purposes of childcare arrangements / responsibilities. The Employer will consider such request and may grant it at the Employer's sole discretion, which discretion will not be exercised unreasonably.

### 13.05 Reporting Absences

Employees are responsible to report to work on time on each scheduled work day. When an Employee is absent from work for any reason, including because of injury or illness, she must, unless unable due to extreme circumstances, notify her Supervisor as early as possible in advance of the absence but no later than 2 hours before the scheduled shift start time on the first day on which she is absent from work, in accordance with the procedures applicable to the Facility. The Employee shall inform her Supervisor or designate of the reason for the absence, the expected time of her return to work, and a phone number where she may be reached in her absence.

## **ARTICLE 14 - OVERTIME**

- 14.01 (a) An Employee shall be paid at the rate of 1½ times her applicable hourly rate for authorized time worked in excess of 8 hours in any day and 80 hours in any 2 week period except when such Employee works such excess hours as a result of a mutual agreement among the Employer and affected Employee(s) regarding a change of hours or shift(s).
- (b) In a 2 week period that includes a Holiday, the threshold for overtime referenced in (a), above, shall be 72 hours instead of 80 hours, unless the Employee works on the Holiday or the Holiday falls on the Employee's regular scheduled day off.

- (c) An Employee may elect to accumulate overtime for the purpose of taking compensating time off (CTO) at a later date in lieu of overtime pay to a maximum at any given time of 40 hours.
- (d) CTO is to be taken only with the prior approval of and at the sole discretion of the Director of Hospitality Services or Designate and must be used or compensated for in money at the rate so earned at 1½ times (i.e. 1 hour worked = 1½ hours' time off) by the end of each fiscal year (currently May 1st to April 30th).

14.02 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 Employees can be obtained to meet University requirements. Should sufficient Employees not be available to meet requirements, then Employees will be assigned to work.

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

14.04 An Employee called back to work between regular shifts shall be paid for a minimum of 4 hours at overtime rate.

## **ARTICLE 15 - PAID HOLIDAYS**

### **15.01 Designated Paid Holidays**

- (a) Subject to Articles 15.02 to 15.07, inclusive:
  - (i) Full-Time Employees in Chef de Partie Classification are entitled to 13 Paid Holidays each year as follows:
    1. New Years Day
    2. Family Day
    3. Good Friday
    4. Victoria Day
    5. Canada Day
    6. Civic Holiday
    7. Labour Day
    8. Thanksgiving Day
    9. Christmas Day
    10. Boxing Day
    - 11, 12, & 13: 3 paid days between December 24 and January 2, inclusive, as scheduled by the Employer; and
  - (ii) Part-Time Employees and Employees in Driver, Senior General Cafeteria Help and General Cafeteria Help Classifications are entitled to 9 Paid Holidays each year as follows:
    1. New Years Day
    2. Family Day
    3. Good Friday

4. Victoria Day
5. Canada Day
6. Labour Day
7. Thanksgiving Day
8. Christmas Day
9. Boxing Day

- (b) Full-Time Employees in Chef de Partie Classification shall be scheduled off for a continuous period at least from December 25 to January 1, inclusive, subject to Article 15.03(c).
- (c) Any short-fall in pay during the period between December 24 and January 2, inclusive, may be made up by using accrued time from an Employee's CTO bank or vacation time, in that order; otherwise, such shortfall shall be unpaid.

#### 15.02 Time of Paid Holiday

- (a) Except for Employees working a Night Shift, as defined in Article 15.02(b), a Paid Holiday shall be considered as commencing at 10:00pm of the day preceding the Paid Holiday and ending 10:00pm on the Paid Holiday.
- (b) For Employees working a Night Shift, defined as any shift starting on or after 10 p.m., a Paid Holiday shall be considered as commencing at 12 midnight of the day preceding the Paid Holiday and ending 12 midnight on the Paid Holiday.

#### 15.03 Paid Holiday is a Scheduled Day Off

- (a) If an Employee is not required to work on a Paid Holiday because that day is her scheduled day off, she shall be paid Holiday Pay for such day, in accordance with Article 15.03(b).
- (b)
  - (i) Holiday Pay is determined as follows: for a Full-Time Employee, 8 hours at her regular hourly rate; for a Part-Time Employee, the number of hours worked by the Employee in the 4 weeks preceding the week in which the Paid Holiday falls, divided by 20, at her regular hourly rate.
  - (ii) Notwithstanding Article 15.03(b)(i), the Employer may elect to pay Holiday Pay on a biweekly, prorated basis.
- (c) If an Employee is required to work on a Paid Holiday whether or not that day is her scheduled day off, she will be:
  - (i) paid for the hours worked on that day at 1½ times her regular hourly rate; and
  - (ii) paid Holiday Pay.

#### 15.04 Exception to Paid Holidays

- (a) Notwithstanding Articles 15.01 to 15.03, an Employee shall not be paid Holiday Pay:
  - (i) if she is absent from work on her last regular scheduled shift immediately preceding or immediately following such Holiday, except when her absence on either or both such shifts was due to illness or accident and satisfactory medical evidence is submitted to that effect, if requested; or
  - (ii) if she is scheduled or required to work on such Holiday and fails to do so; or
  - (iii) When she has not earned regular wages or had vacation pay payable in the 4 calendar weeks preceding the calendar week in which the Holiday occurs.

#### 15.05 Paid Holiday Falls Within Vacation Period

If a Paid Holiday falls within an Employee's vacation period, it will:

- (i) be added to the Employee's vacation; or
- (ii) be given on another date selected by the Employee;

provided that the arrangement selected does not interfere with the regular workload and/or vacation schedules of other Employees.

### **ARTICLE 16 – VACATIONS**

#### 16.01 Entitlement

- (a) Vacation is earned from July 1 to June 30 and taken between January 1 following July 1 and December 31 following June 30. Vacation days taken must not exceed vacation days earned.
- (b) All Employees in Driver, Senior General Cafeteria Help and General Cafeteria Help Classifications and Part-Time Employees in Chef de Partie Classification shall be entitled to vacation and vacation pay in accordance with the *Employment Standards Act, 2000*.
- (c) Effective July 1, 2016, all Employees in Chef de Partie Classification shall receive vacation pay as a percentage of earnings paid with each pay, in accordance with the chart in (c)(i), and vacation time in accordance with the chart in (c)(ii):

(i)

<b>Length of Continuous Service as at June 30th of the calendar year</b>	<b>Vacation Pay Entitlement as a percentage of earnings</b>
10 months or less	4%
10 months up to 10 years	4%
Over 10 years up to 18 years	6%
Over 18 years up to 30 years	8%
Over 30 years	10%

(ii)

<b>Length of Continuous Service as at June 30th of the calendar year</b>	<b>Vacation Time</b>	
	<b>Annual Employees</b>	<b>Seasonal Employees</b>
10 months or less	1 day for each full month of service	2 days after each 3 full months of service
10 months up to 10 years	2 weeks	2 weeks
Over 10 years up to 18 years	3 weeks	2 weeks
Over 18 years up to 30 years	4 weeks	2 weeks and 3 days
Over 30 years	5 weeks	3 weeks and 2 days

16.02 Scheduling

Vacations shall be taken at times convenient to the Employer, normally in the Christmas break, the study week breaks 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) at the sole discretion of the Employer.

16.03 Vacations shall be requested by Employees no later than November 30<sup>th</sup> for the following calendar year. The University will notify Employees no later than December 24<sup>th</sup> of the granting of vacations so requested. Where applicable, vacation pay will be paid on normal pay days during the period that vacation time has been declared. If an Employee does not request vacation time by November 30<sup>th</sup>, the Employer will assign that Employee's vacation time.

16.04 Employees eligible for vacation in accordance with Article 16.02 and 16.03 shall be entitled to request vacation time in 1 day intervals to a maximum of 5 days.

**ARTICLE 17 – PROBATIONARY EMPLOYMENT**

17.01 (a) A new Employee shall be considered as a probationary Employee for the period of the first 480 hours worked for which she is paid by the Employer.

- (b) 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.

17.02 The probationary period may be extended beyond the period set out in Article 17.01 if the Employer and the Branch Local President agree.

## **ARTICLE 18 – SENIORITY**

18.01 Seniority hereunder of any Employee, including that of a probationary Employee after she has completed her probation, shall commence with the date of her employment, provided that if there shall have been a break in service, her seniority shall mean the date of such Employee's last re-entry into employment. 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 12 of this agreement;
- (c) is laid off for at least 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 her intention to return to work following layoff within 10 Business 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 Human Resources Services 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 staffing changes may be made;

18.02 (a) 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.

- (b) An Employee who, within 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 her full length of University service for seniority purposes.

- 18.03 Seniority will continue to accrue for Employees subject to layoff in accordance with Article 19.
- 18.04 The Parties agree that the seniority list is accurate as of January 30, 2016. The seniority date for Employees hired on or after February 1, 2016, will be the date of hire into the Bargaining Unit.
- 18.05 An up-to-date seniority list will be maintained by the Employer and posted monthly on the Human Resources Services website.
- 18.06 The seniority list shall be used to determine seniority for the purposes of this Agreement. The seniority list shall be deemed correct until such time as an error is brought to the attention of the Employer by the Union. Correction to such an error will not be retroactive if it would require a change to an Employer decision based on the earlier seniority list.

**ARTICLE 19 – LAYOFF & RECALL**

- 19.01 (a) Employees shall be identified as subject to layoff by inverse order of seniority by position.
- (b) For the purposes of Articles 19.01(a) and 19.04(d), the Union Stewards shall be deemed to have the most seniority. Of the Union Stewards, the Branch Local President shall be deemed to have the most seniority.

19.02 Notice of Layoff

Employees who are subject to layoff will be given notice in writing of layoff in accordance with the following schedule:

<b>Seniority</b>	<b>Notice Entitlement</b>
Completed probationary period but less than 2 years seniority	2 weeks
2 years seniority but less than 5 years seniority	4 weeks
5 years seniority but less than 10 years seniority	6 weeks
10 years seniority or more	8 weeks

19.03 Displacement

An Employee who is subject to layoff may elect to participate in the process of displacement subject to the following rules:

- (i) An Employee must notify the University of her election to participate in the process of displacement within 5 Business Days following the notice of layoff;
- (ii) The displacement shall be of the least senior Employee whose position is in the same classification, provided the displacing Employee can perform the job of that position without training other than orientation;



- (iii) Seniority shall be determined by reference to the seniority list maintained in accordance with Article 18.04 and the list of Probationary Employees as those lists exist on the date of layoff;
- (iv) The displacement will take effect on the date of layoff; and
- (v) A displaced Employee will be entitled to participate in Recall in accordance with Article 19.04.

#### 19.04 Recall

- (a) The Employer will maintain a list (the "Recall List") consisting of:
  - (i) Employees subject to layoff who did not participate in the process of displacement; and
  - (ii) displaced Employees.
- (b) An Employee on the Recall List will be eligible to be recalled to a vacant position in the same classification from which they were laid off provided the Employee has the qualifications, skills and ability to perform the duties of the vacant position.
- (c) Subject to Article 19.04(d), an Employee will be automatically recalled to a vacant position if such position is the same from which the Employee was laid off. An Employee who declines recall to a position that is the same from which the Employee was laid off will be considered to have resigned and will be removed from the Recall List.
- (d) In the event 2 or more Employees are eligible to be recalled to the same vacant position, the Employee with the most seniority will be recalled.
- (e) An Employee shall be removed from the Recall List after 12 months and her employment with the University will end.
- (f) An Employee recalled to a vacant position will assume the terms and conditions of employment of the vacant position.

#### 19.05 Benefits While on Layoff

- (a) An Employee on layoff for a period of 13 weeks or less may continue to participate in the Extended Health Care, Dental and Group Life Insurance Plans, provided she had been participating in such benefits plans on the date of layoff. Normal premium contributions will continue to be made by the Employer and the Employee where appropriate.
- (b) An Employee on layoff for a period in excess of 13 weeks may elect to continue to participate in the Extended Health Care, Dental and Group Life Insurance Plans, provided she had been participating in such benefits plans on the date of layoff, beyond 13 weeks to a maximum of 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 13 weeks.

## **ARTICLE 20 - JOB POSTING**

- 20.01 (a) When a vacancy (other than a Temporary Vacancy as defined in Article 20.05) occurs in any occupational classification covered by this Agreement, the Employer shall, if it determines to fill such vacancy, for 5 Business Days post a notice on bulletin boards stating that it intends to fill the vacancy and the date by which application should be submitted. Applications must be submitted to the Hospitality Services main office.
- (b) An Employee on vacation during the posting of a position may submit an application within 6 Business Days of the posting closing by the normal application process and such application will be considered.
- (c) The Employer will fill vacancies posted in accordance with Article 20.01(a) by assigning the successful internal candidate, where applicable, who has been awarded the position, within 28 days from the end of the posting period.
- (d) In order to be eligible to apply for a posted vacancy, an Employee must have completed her probationary period and have held her current role for at least 1 year, except in the case of a promotion.

### **20.02 Trial Period (Internal Applicants Only)**

The successful internal applicant shall be placed on a trial period of up to 4 weeks excluding absences greater than 1 day. In the event the successful applicant proves unsatisfactory in the position during the trial period, or wishes to relinquish her appointment before beginning her second shift, the Employee shall be returned to her former position and hourly rate without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position and hourly rate without loss of seniority.

- 20.03 Promotions and demotions (except temporary ones not exceeding 6 calendar weeks) shall be based on the following factors: ability; competence; knowledge; seniority; skill; and the requirements and efficiency of operations.

Seniority shall govern if, in the judgment of the Employer, the other factors are relatively equal as between 2 or more Employees. This judgment shall be exercised in a fair and reasonable manner.

- 20.04 In the event the Employer so fills a vacancy from internal applicants, it may post a secondary vacancy.

20.05 Temporary Vacancy

- (a) A Temporary Vacancy is defined as: a vacancy created by an Employee's absence of less than 4 months duration.
- (b) If the Employer chooses to fill a Temporary Vacancy, it may do so in any manner it deems appropriate, subject to Articles 13.01(a) and (b).

20.06 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.

**ARTICLE 21 - WAGES**

21.01 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.

21.02 The job classifications and hourly wage rates and their application are as set out in Appendix A hereto. Such wages shall be paid bi-weekly on Fridays or the immediately preceding Business Day should the regular pay day be a holiday. A "statement of earnings" shall be made available to Employees in electronic format. Where, on an Employee's pay deposit, there is a shortage in a gross amount of up to \$200.00, or an overage in a gross amount of up to \$350.00, the Employer shall account for such shortage or overage on the next pay deposit.

21.03 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 1 day she shall receive the rate for the job or her regular rate, whichever is the greater, from the first day. In circumstances involving the training and development of Employees, the Employer and the Employee may agree upon an extension of this period.

21.04 The present practice with respect to meals<sup>7</sup> and beverages shall be continued during the life of this Agreement. The meal allowance will be reported as a taxable benefit at the rate of \$6.00 per day, in accordance with Canada Revenue Agency legislation.

21.05 Lead Hand

- (a) 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 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.

- (b) A Lead Hand, when so designated by management, will be paid a premium of \$1.15 (Effective May 1, 2018: \$1.10) per hour above her regular rate of pay, for the period in which she is directing the work of employees.

21.06 Trainer Premium

All Employees are expected to assist Employees with orientation to the workplace and to tasks. Notwithstanding this, when an Employee is designated by her Supervisor as a 'trainer' for any shift, the Employee will receive a 25 cent per hour training premium. This provision will not apply to Cooks and Senior Cafeteria Helpers.

**ARTICLE 22 – INJURY & ILLNESS**

22.01 Sick Leave Due to Non-Occupational Injury or Illness (Applicable only to Full Time Employees in Chef de Partie Classification)

- (a) After completion of her probation period a Full-Time Employee will be credited with 8 hours of sick leave for each calendar month in which she worked a minimum of 80 hours. The accumulation of sick leave shall not exceed 720 hours for Annual Employees and 480 hours for Seasonal Employees and will be calculated on the basis of the Employee's commencement date in the Bargaining Unit. The Employer will include the Employee's accumulated sick bank hours on her bi-weekly pay stub.
- (b) Subject to Article 22.01(d), a Full-Time Employee who has completed her probation period will be paid 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 720th hour for Annual Employees or the 480th hour for Seasonal Employees, the University will continue to pay 50% of normal wages until the 720th or 480th hour of absence, as the case may be. "Normal wages" shall mean the Employee's base hourly rate multiplied by the Employee's regularly scheduled hours of work.
- (c) When a Full-Time Employee is on scheduled vacation and such vacation is interrupted by the Employee being hospitalized as an in-patient as a result of injury or illness, the Employee may elect, if she so chooses, to utilize existing sick leave provisions for the period of hospitalization, subject to all the other provisions of Article 22. The unused vacation will be rescheduled at a later date in accordance with the provisions of Article 16.02.
- (d) For all absences during any one benefit year (i.e. July 1st to June 30th) sick leave benefits will be payable from the 4th full shift absent due to non-occupational injury or illness, subject to the Employee providing medical documentation supporting the absence that is satisfactory to the Employer, unless the Employer waives this requirement.

- (e) While receiving 100% of normal wages from her sick bank, all required deductions and remittances, including those for benefit and pension contributions, will be made.
- (f) Hours taken for appointments with a doctor, dentist or other health practitioner shall be deducted from an Employee's sick bank in full hours (any fraction counts as a full hour) to a maximum of 8 hours in a benefit year (i.e. July 1st to June 30th). Hours taken for appointments with a doctor, dentist or other health practitioner shall not be counted as absences for the purposes of Article 22.01(d).

#### 22.02 Reporting Absences

Every Employee who is absent from work due to injury or illness shall comply with the requirements of Article 13.05: "Reporting Absences". Employees will maintain communication throughout the absence on a reasonable schedule to be established by the Supervisor, in consultation with the Employee, and Employee Health Services.

#### 22.03 Medical Documentation

- (a) Prior to returning to work following an absence of 3 shifts or more due to injury or illness, the Employee must submit to her Supervisor a fully completed and executed "Clearance to Return To Work" form. For absences of less than 3 shifts, an Employee may be required, at the Employer's discretion, to submit to her Supervisor a fully completed and executed "Clearance to Return To Work" form.
- (b) Subject to Articles 22.05(d), (e) and (f), the Employee is responsible for any costs or fees charged by her physician for the completion of any medical documentation that is required to be submitted to the Employer and for any costs associated with her attendance at her physician.

#### 22.04 Absence Due to Occupational Injury or Illness

- (a) Every Employee who is absent from work due to an occupational illness or injury that is subject to a claim for Workplace Safety and Insurance ("WSIB") benefits will be unpaid for the duration of the absence from work and the Employer will instruct the WSIB to pay WSIB benefits, if any, directly to the Employee.
- (b) If an Employee makes a claim for WSIB benefits and that claim is subsequently denied, then the Employee will be eligible for sick leave benefits in accordance with, and subject to, all the requirements of Articles 22.01, 22.02, 22.03 and 22.05.

#### 22.05 Accommodation and Return to Work

- (a) The Employer will maintain the Return to Work Program, RMM #1002.

- (b) The Employee and Union will participate in the Return to Work Program. The Employee has the right to the representation and support of her Union Steward, as requested.
- (c) An Employee may be required to provide written consent for the exchange of relevant medical information between the Employee's physician and the Employer's physician by signing a consent form. If an Employee has an objection to providing such consent, the Employee will contact the Union. The Union shall discuss said concern with the Employer and the Employee shall instead attend at the Employer's physician, at the Employer's expense.
- (d) If the Employer or both the Union and Employee request that an Employee attend an independent medical examination ("IME") by a mutually selected health professional, the cost of such examination shall be paid by the Employer, including reasonable Employee travel expenses required to attend the appointment. An Employee who fails to attend a scheduled IME is responsible for paying any cancellation fee or penalty.
- (e) The Employee is responsible for cost incurred with respect to appointments at, or information required from, the Employee's physician. The Employer will reimburse the employee for the costs incurred by the employee with respect to appointments at, or getting information from, the Employer's physician.
- (f) 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.
- (g) An Employee returning to work after an absence due to illness or injury of less than 24 consecutive months will return to her former position provided:
  - (i) it still exists; and
  - (ii) she is capable of performing the bona fide occupational requirements of the position, subject to any workplace accommodations required in accordance with the Ontario Human Rights Code;

failing which, the Employee shall be permitted to displace a junior Employee in accordance with Article 19.03.

#### 22.06 Employee Health / Return-to-Work Files

- (a) All Employee Health / Return-to-Work files will be kept in an area separate from all other personnel files and under secure conditions.
- (b) Access will be limited to authorized persons within HR who have a legitimate reason to access such files, it being understood that such persons may be required to supply information from those files to:

- (i) the Employee's Supervisor to facilitate return to work, and where relevant, accommodation, excluding information disclosing diagnosis, the designation of a medical specialist or the treatment type;
- (ii) the Employer's authorized agents to administer the disability insurance program; or,
- (iii) the Workplace Safety and Insurance Board (WSIB).

Access to any other persons will only be provided with the prior written authorization of the Employee or her Power of Attorney.

#### 22.07 Employee Medical Files

- (a) An Employee's Medical File shall be maintained by the Occupational Health Nurse and Occupational Physician in an area separate from all other personnel files and under secure conditions. This file may contain an Employee's personal medical information.
- (b) Access will be limited to the Employee and the Occupational Health Nurse and Occupational Physician who have legitimate reason to maintain and access such files. Access to any other persons will only be provided with the prior written authorization of the Employee or her Power of Attorney.

### **ARTICLE 23 - WELFARE BENEFITS (Applicable only to Full-Time Employees in Chef de Partie Classification)**

#### 23.01 Group Benefits

- (a) **General**
  - (i) Subject to the remaining provisions of this Article 23.01, Full-Time Employees in Chef de Partie Classification are eligible to participate in the Extended Health Plan, Dental Plan, Group Life Insurance Plan and the Accidental Death and Dismemberment Plan (AD&D). Payment of Employee premiums will be made through bi-weekly payroll deduction.
  - (ii) The Employer will make benefit booklets accessible via the McMaster University website. Printouts will be made available to individual Employees upon request.
- (b) **Extended Health Plan**
  - 1. the Employer shall pay 75% and the eligible Employee shall pay 25% of the billed costs for the Extended Health Care Plan in effect at the date of ratification, and as may be amended;
  - 2. Participation in the Extended Health Care Plan is optional; and
  - 3. Employees may elect to opt-out at any time and may elect to re-enrol due to a major life change, excluding retirement.

(c) **Dental Plan**

1. The Employer shall pay 75% and the eligible Employee shall pay 25% of the billed costs for the Dental Plan in effect at the date of ratification, and as may be amended;
2. Participation in the Dental Plan is optional; and
3. Employees may elect to opt-out at any time and may elect to re-enrol due to a major life change, excluding retirement.

(d) **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, and as may be amended. Participation in this program 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.

(e) **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.

- (f) (i) A Seasonal Employee may elect to continue to participate in the Extended Health Care, Dental, Group Life Insurance and AD&D Plans during her non-active period of employment provided:
1. she had been participating in such benefits plans immediately prior to her non-active period of employment; and
  2. she pays in advance by post-dated cheque(s) both the Employee's and Employer's portion of the costs and/or premiums for such continued participation.
- (ii) If a Seasonal Employee does not elect to continue participation in these benefit plans, her participation shall cease upon the commencement of her non-active period of employment.

23.02 Post-Retirement Benefits

- (a) Eligibility for post-retirement benefits is limited to Employees hired before May 1, 2016, and as follows:
- (i) An Employee hired before January 1, 2006, provided the Employee collects a pension immediately upon leaving the University;
  - (ii) An Employee hired between January 1, 2006, and December 31, 2010, inclusive, and who has at least 10 years cumulative service with the



University as of the date of retirement, provided the Employee collects a pension immediately upon leaving the University; and

- (iii) Employees hired on or after January 1, 2011, in accordance with Appendix F, regarding the Post Retirement Benefit Co-Pay Program;
- (b) Post-retirement benefits are provided in accordance with the applicable post-retirement benefit plans and, for each eligible retiree, limited to those benefits in which the retiree participated as an active Employee on the day immediately preceding her retirement date.

### 23.03 Pension Plan

- (a) Employees currently enrolled in the Pension Plan as of the date of ratification will continue to participate in the Pension Plan. Subject to Article 23.03(c), the Employer will administer the Pension Plan in accordance with the terms and conditions of the text of the Pension Plan as amended from time to time and the appropriate legislation.
- (b) Employees in Chef de Partie Classification (previously Classification 3) hired on or after January 1, 2008, will participate in the Group Registered Retirement Savings Plan in accordance with Appendix D.
- (c) Employee contributions to the Pension Plan shall be made in accordance with Appendix G.
- (d)
  - (i) A Seasonal Employee may elect to continue to participate in the Pension Plan during her non-active period of employment provided:
    - 1. she had been participating in the Pension Plan immediately prior to her non-active period of employment and;
    - 2. she pays in advance by post-dated cheque(s) the Employee contributions for such continued participation.
  - (ii) If a Seasonal Employee does not elect to continue participation in the Pension Plan, her participation shall cease upon the commencement of her non-active period of employment.

## **ARTICLE 24 - PREGNANCY/PARENTAL LEAVE**

24.01 All Employees are entitled to pregnancy and/or parental leaves in accordance with the *Employment Standards Act, 2000*, (the "ESA").

### (a) **Financial Benefits**

An Employee who takes a pregnancy or parental leave pursuant to this Article 24 is entitled to the financial benefits set out in 24.01(a)(i) (Option A) or 24.01(a)(ii) (Option B) below, at his or her election. It is understood that an Employee electing to take a pregnancy leave

and a parental leave for the same child (or children) may elect to receive financial benefits for either leave (under either Option) but not both leaves.

**(i) Option A**

For each week of leave up to the 19<sup>th</sup> week, inclusive, the University will pay 90% of regular earnings, less the maximum amount of weekly pay any individual is eligible to receive in accordance with the *Employment Insurance Act*, (the “EI Max”), regardless of whether or not such amount is actually received by the Employee. If the Employee provides proof that his or her *Employment Insurance Act* entitlement is less than the EI Max, his or her weekly payment from the University will be 90% of regular earnings less the amount of his or her *Employment Insurance Act* entitlement.

OR

**(ii) Option B**

For the first 4 weeks of leave, the University will pay 100% of regular earnings.

**(b) Other Benefits**

(i) An Employee who takes a pregnancy and/or parental leave pursuant to this Article 24 is entitled to continue to participate in all pension and health benefits plans, as may be applicable, including Extended Health, Dental and Basic Group Life, for the duration of the leave(s), provided the Employee continues to contribute his or her normal share of the cost of these benefits, including pension contributions.

(ii) Any Employee wishing to continue participation in any of the Employee paid benefits, as may be applicable, such as Optional Life insurance, and Accidental Death & Dismemberment (AD&D) insurance, must notify Human Resources Services of this decision in advance of the commencement of the leave and arrange for the payment (e.g. payroll deduction) of the Employee's normal share of benefit premiums.

(iii) Vacation shall continue to accrue during all pregnancy and parental leaves.

**ARTICLE 25 – UNIFORMS**

25.01 The Employer shall supply uniforms required by Employees in the performance of their duties.

25.02 The Employee shall launder uniforms and ensure that the uniforms meet accepted cleanliness standards.

25.03 For special functions or banquets, Employees must wear dress uniforms as provided.

25.04 The Parties will meet in an ongoing sub-committee of the Joint Working Conditions Committee to address issues and concerns with respect to uniforms.

## **ARTICLE 26 - TUITION ASSISTANCE/BURSARY PROGRAM**

### **26.01 Tuition Assistance Program**

- (a) The Employer encourages Employees to take courses of instruction, particularly those for university credit and those which are directly related to their work.
- (b) The Tuition Assistance program is a benefit provided by the Employer to all Employees. Part-Time Employees are eligible for 60% of the allowable benefit. Eligibility for, and participation in, the Tuition Assistance program, shall be in accordance with the University's policy entitled "Tuition Assistance for Active Employees", as it exists and may be amended from time to time.

### **26.02 Tuition Bursary Program**

- (a) The Tuition Bursary Program shall be available to an Employee's spouse and dependent children who have registered at McMaster University in a degree credit course. Part-Time Employees are eligible for 60% of the allowable benefit. Eligibility for, and participation in, the Tuition Bursary Program, shall be in accordance with the University's policy entitled "Bursaries for Spouses and Dependents of University Employees" as it exists and may be amended from time to time.

### **26.03 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 27 – LEAVES OF ABSENCE**

### **27.01 Unpaid Personal Leaves**

- (a) Effective upon the completion of the probationary period, and subject to operational requirements, Employees will be granted 2 days off without pay and no loss of benefits, each calendar year, upon the Employee's request with a minimum of 2 weeks' notice.
- (b) Subject to the Department's work requirements, an unpaid leave of absence, up to a maximum of 3 months duration, may be granted. The Employee will not participate in the Pension Plan for the duration of this leave.

### **27.02 Special Leave Day**

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

### 27.03 Family Medical Leave

An Employee may take a leave of absence, without pay, for up to 8 weeks to provide care or support to a seriously ill family member. Such leave shall be taken in accordance with the provisions of the *Employment Standards Act 2000*, and arranged with her Supervisor.

### 27.04 Jury Duty

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

### 27.05 Bereavement

- (a) Employees shall be entitled to a leave of absence, without loss of pay, to a maximum of 5 consecutive days, commencing with the date of death, in the event of a death of a member of the Employee's immediate family. Immediate family shall be defined as: spouse, son, daughter, mother, father, step-parents, step-children, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.
- (b) Employees shall be entitled to a leave of absence without loss of pay, to a maximum of 1 day, in the event of the death of the Employee's spouse's grandparent.
- (c) Employees who need to travel out of the country for the purpose of attending the funeral shall be granted an additional 3 consecutive unpaid days or, at the Employer's discretion, may utilize up to 1 week of accrued vacation.

## **ARTICLE 28 – CONTRACTING OUT**

28.01 The University shall not contract out work usually performed by members of this Bargaining Unit if, as a result of such contracting out, a layoff of any Employees results from such contracting out or the number of full-time or part-time positions is reduced. 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 violation of this Article 28.01.

## **ARTICLE 29 – NATIONAL SECURITY**

29.01 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.

**APPENDIX A – JOB CLASSIFICATION & HOURLY WAGE RATES**  
**Hourly Wage Rates by Job Classification and Position**

**Hourly Wage Rates by Job Classification**

Current Classification	Classification Effective May 1, 2016	Wage Rate				
		May 1, 2016	May 1, 2017	May 1, 2018	May 1, 2019	May 1, 2020
1st Cook*	Chef de Partie	\$20.05	\$20.35	\$20.65	\$20.65	\$20.65
2nd Cook*						
3rd Cook*						
Driver*	Driver	\$16.37	\$16.50	\$16.60	\$16.60	\$16.60
Grandparented Senior Cafeteria Help*	Senior General Cafeteria Help	\$19.45	\$19.50	\$19.60	\$19.60	\$19.60
General	General Cafeteria Help	\$16.37	\$16.50	\$16.60	\$16.60	\$16.60
Grandparented Cafeteria Help Cashier*						

\*Refer to Letter of Understanding Re: Grand Parented Employees

**Lump Sum Payments by Job Classification**

Current Classification	Classification Effective May 1, 2016	Lump Sum Payments			
		May 1, 2016	May 1, 2016	July 1, 2018	May 1, 2020
1st Cook	Chef de Partie	\$250 for each Employee & \$150 for each Employee with 1 Special Leave Date at April 30, 2016		\$250 for each Employee in the Hourly Pension Plan	\$500 for each Employee
2nd Cook					
3rd Cook					
Driver	Driver		\$600 (FT - Annual) \$400 (PT - Annual; FT - Seasonal) \$275 (PT - Seasonal)		
Grandparented Senior Cafeteria Help	Senior General Cafeteria Help		\$600 (FT - Annual) \$400 (PT - Annual; FT - Seasonal) \$275 (PT - Seasonal)		
General	General Cafeteria Help				
Grandparented Cafeteria Help Cashier		\$600 (FT - Annual) \$400 (PT - Annual; FT - Seasonal) \$275 (PT - Seasonal)			

## **APPENDIX B – UNION STEWARDS/AREA OF REPRESENTATION**

Two Union Stewards, either Full-time or Part-time, shall be elected or appointed in each designated area of representation. One Union Steward, either Full-time or Part-time, may serve as Branch Local President, regardless of that employee's work area. One additional Union Steward shall be elected or appointed in the designated area of representation from which the Branch Local President is elected such that there shall be a total of 7 Union Stewards. Notwithstanding this total, a Union Steward who transfers out of a designated area will retain her Union Steward status until the next Union general election.

The designated areas of representation 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, Bridges Café, Engineering Technology Building, McMaster Medical Science Kiosks, H.G. Thode Library of Science and Engineering, and Always Fresh Kitchen
- (b) Central Campus: University Student Centre, Hamilton Hall Kiosk (Math Café), Café One (Michael G. DeGroote Centre for Learning and Discovery), and the DeGroote School of Business.
- (c) North Campus: Centro, and David Braley Athletics Centre and the Living Learning Centre

## **APPENDIX C – 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 and attached hereto as Schedule I.

## **APPENDIX D – GROUP REGISTERED RETIREMENT SAVINGS PLAN**

### **ELIGIBILITY**

Mandatory enrolment for Full-Time Employees in Chef de Partie Classification hired on or after January 1, 2008, in the Hospitality Services Staff Bargaining Unit

### **WAITING PERIOD BEFORE ENROLMENT**

- After expiry of probationary period.

## CONTRIBUTIONS FOR SPECIFIC SITUATIONS

- Active (regular) employment - Employee deductions on a biweekly basis (“Required Contributions”), as follows:

Effective Date	Rate Bracket	Employee Required Contributions	Vehicle		Total Contributions
<b>Current</b>  <b>(and where no ORPP<sup>1</sup>)</b>	Contributions up to YMPE <sup>2</sup>	3.50%	GRRSP	=	3.50%
	Contributions in excess of YMPE	5.00%	GRRSP	=	5.00%
<b>1<sup>st</sup> Date ORPP Legislation is in Effect</b>	Contributions up to YMPE	3.50% - X% <sup>3</sup>	GRRSP	=	3.50%
		X%	ORPP		
	Contributions in excess of YMPE	5.00% - X%	GRRSP	=	5.00%
		X%	ORPP		

**NOTE:** It is anticipated that the ORPP will come into effect on January 1, 2020, for McMaster University (a “Wave 4” Employer), and that the maximum combined contribution amount for ORPP will be 3.8% (1.9% employee contribution rate).

- Employee option to contribute to GRRSP while on pregnancy leave, parental leave, Family Medical Leave and WSIB, at the same rate as active Employee Required Contribution rates, with Employer matching contributions based on active employment rules;
- No option for Employees to contribute to GRRSP while on Unpaid Leave of Absence, Unpaid Sick Leave;
- Voluntary additional contributions to the Canada Revenue Agency maximum total annual contribution level (“Voluntary Contributions”).

## EMPLOYER CONTRIBUTION FORMULA

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

## COVERED PAY

- Regular base earnings.

<sup>1</sup> “ORPP” means the Ontario Registered Pension Plan, or any such similar legislated plan.

<sup>2</sup> YMPE means the year’s maximum pensionable earnings as defined by the Canada Revenue Agency. For 2016, YMPE is \$54,900, and will increase on a calendar basis.

<sup>3</sup> X% is the amount of employee contributions required by the ORPP, and as may be increased over time by that legislation.

## PAYMENT OF FEES

- Paid from the Plan

## INVESTMENT

- The Employee will have options to invest theirs and the Employer's matching contributions, and voluntary contributions, through a variety of investment options representing the following bases: conservative, moderate and aggressive. The amount of the contributions and the performance of the investment will determine the amount accruing to the Employee at the point of retirement.
- As the Employee is enrolled in the Group RRSP, the Employee will have access to investment information with respect to the investment options.
- Employees considering retirement have access to pre-retirement planning seminars.

## FLEXIBILITY

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

## APPENDIX E – SNOW CLOSURES

The Parties agree that Employees will receive a payment in lieu of the application of the University Snow Closure Policy. The Employer agrees to pay the following lump sum amounts, payable on the first pay date in January of each year of this Agreement:

Employees	Payable DOR	2017	2018	2019
Full-Time Employees	\$65.00	\$97.50	\$97.50	\$32.50
Part-Time Employees	\$32.50	\$48.75	\$48.75	\$16.25

## APPENDIX F – POST RETIREMENT BENEFIT CO-PAY PROGRAM

Full-Time Employees hired on or after January 1, 2011, and before May 1, 2016, shall be eligible for post retirement benefits so long as they:

- a) have completed the required years of continuing service as at the date of their retirement in accordance with the table below, and have participated in the extended health and dental benefit plans available to Employees during that period; and
- b) have attained a minimum age of 60 as at the date of retirement;



Upon retirement, eligible retirees may elect to participate or not in the Co-Pay Program. Retirees who elect to participate shall contribute a percentage of the yearly cost of post-retirement benefits to the University, in accordance with the table below. Contributions shall be made on a monthly basis.

The yearly cost of post-retirement benefits to the University shall be determined by the University in the fall of each year, to be effective the following May 1. Retirees who elect to participate may permanently opt-out at any time thereafter, effective the first of a month.

<b>Years of Continuing Service Percentage of Yearly Cost</b>	<b>Percentage of Yearly Cost Payable by Retirees</b>	<b>Percentage of Yearly Cost Payable by University</b>
30 or more	25	75
25 or more but less than 30	50	50
20 or more but less than 25	75	25
10 or more but less than 20	100	0

#### **APPENDIX G – EMPLOYEE CONTRIBUTIONS TO THE HOURLY PENSION PLAN**

Employees eligible to participate in the Pension Plan in accordance with Article 23.03 shall make Employee Contributions to the Pension Plan in accordance with the following table:

	<b>Employee Contribution Rate on Regular Annual Salary</b>	<b>Employee Contribution Rate on Regular Annual Salary</b>
	Up to YMPE *	In Excess of YMPE
Current	6.50% of wage rate	8.75% of wage rate
Effective July 15, 2018	7.00% of wage rate	10.00% of wage rate
Effective [first day of the last full pay period in April, 2019]	8.00% of wage rate	11.00% of wage rate

Such Employee Contributions shall be automatically deducted from Employees' bi-weekly pay.

\* YMPE means the year's maximum pensionable earnings as defined by the Canada Revenue Agency. For 2016, the YMPE is \$54,900.00 and will increase on a calendar basis.

#### **LETTER OF UNDERSTANDING – RE: STAFFING**

Hospitality Services currently employs 169 Employees in the bargaining unit. The Employer has no plans to reduce, in any material way, the current complement and barring a significant change to the Hospitality Services footprint or unforeseen circumstances, the Employer endeavours to maintain the current complement of Employees for the life of the collective agreement.

**LETTER OF UNDERSTANDING – RE: SHIFT PREMIUM**

Where the majority of their hours worked fall between 12:00 AM and 8:00 AM, the following Employees shall be paid a shift premium of 80 cents per hour for all hours worked:

1. Patricia Alaimo
2. Clayton Moyer
3. Kelly Tanney
4. Jacklin Elia
5. Karen Moore

**LETTER OF UNDERSTANDING – RE: Rx05**

The Parties agree that, effective May 1, 2016, the drug formulary for Post-Retirement Benefits will change from the current Plan IV to Rx05. This change will only apply to Employees who retire on or after May 1, 2016, and who are eligible for Post-Retirement Benefits pursuant to Article 23.02.

**LETTER OF UNDERSTANDING – RE: PARAMEDICAL AND VISION COVERAGE**

Effective July 1, 2017, the Extended Health Care benefit plan shall be amended to reflect:

- an increase to vision coverage for prescription eyeglasses or contact lenses from \$250 to \$300 per person every 24 months as a rolling benefit, and
- removal of the \$20.00 per visit maximum coverage for paramedical services, with the exception of speech therapists.

**LETTER OF UNDERSTANDING RE:**

**SUMMER WORK OPPORTUNITIES FOR SEASONAL EMPLOYEES**

The Union and the University have jointly agreed to the following protocol with respect to "Summer Work Opportunities" for certain Seasonal Employees within the Hospitality Services bargaining unit:

1. A "Summer Work Opportunity" is defined as a specific work assignment in the summer period of May to August, made available for Seasonal Employees to express interest in working, the hours and duration of which are determined solely by the University.
2. Whether or not any Summer Work Opportunity will be available is determined solely by the University; such determination will be communicated to the Union no later than March 31 of each year.
3. On or before April 1 of each year, any Summer Work Opportunity determined by the Employer to be available, pursuant to paragraphs 1 and 2, above, will be posted on bulletin boards in Hospitality Services.
4. Any Seasonal Employee interested in a Summer Work Opportunity that is posted shall submit a completed *Expression of Interest in Summer Work Opportunity* form to the Hospitality Services Main Office, Commons-116, not later than 4:30pm on the day that is one week following the date of the posting.
5. The University will offer each available Summer Work Opportunity to the most qualified Seasonal Employee who expressed interest pursuant to paragraph 4, within the same classification, and subject to the factors set out in Article 20.03 of the collective agreement. Subject to these primary criteria, the Seasonal Employee's preference may then be considered. No Seasonal Employee shall be assigned more than one Summer Work Opportunity.
6. A Seasonal Employee who accepts a Summer Work Opportunity will be expected to fulfill that assignment and to be available for work during that assignment in accordance with the schedule of operations posted by the Employer from time to time.
7. A Seasonal Employee who accepts a Summer Work Opportunity will be paid at his/her normal hourly wage rate and, subject to Articles 23.01(f) and 23.03(d) of the collective agreement, shall remain ineligible for participation in the benefit plans and Pension Plan until the resumption of his/her normal seasonal working period, subject to the rules of eligibility in accordance with Article 23.
8. A Full-Time Annual Employee working during the summer may, during a shift, make a request to her Supervisor to leave early on that shift. Such request will be considered and may be granted at the sole discretion of the Supervisor in light of operational requirements.

**LETTER OF UNDERSTANDING RE:**  
**RETIREMENT INCENTIVE PROGRAM**

The Union and the University have agreed to establish a task force to meet, within 3 months of the date the parties exchange notice of ratification, to discuss the potential creation of a Retirement Incentive Program.

While the implementation of a Retirement Incentive Program, if any, will be subject to the agreement of the University, the parties commit to good faith, open-minded discussions with a view to considering factors including the following:

- a respectful approach to incenting eligible employees to retire earlier than they otherwise would have;
- cost; and
- sustainability of operations.

Any recommendations from this task force will be discussed at future JWCC meetings.

**Schedule I**  
**McMaster University**  
**Hospitality Services**  
**Apprenticeship Programme**  
**(HSAP)**

**Section 1 – General Information**

**Section 2 – Eligibility**

**Section 3 – Selection**

**Section 4 – Scheduling**

**Section 5 – Resulting Vacancies / Completion of Apprenticeship**

**Section 6 – Employee Status**

**Section 7 – Terms and Conditions of Employment for Internal Apprentices**

**Section 8 – Terms and Conditions of Employment for External Apprentices**

**Section 9 – Apprentice Assessment**

## **Section 1 – General Information**

- 1.01 This document shall be known as the McMaster University Hospitality Services Apprenticeship Programme (HSAP) and shall constitute an appendix to the current collective agreement between McMaster University Hospitality Services and Service Employees International Union, Local 2, BGPWU.
- 1.02 The HSAP for Cooks at McMaster University is supported by Hospitality Services (The Employer) and the Employer's training of apprentices is carried out in the various facilities operated by McMaster University Hospitality Services under the supervision of the Executive Chef of the Department.
- 1.03 The HSAP for Cooks at McMaster University is conducted under the Ontario Apprenticeship and Certification Act developed by the Ministry of Training, Colleges and Universities. An apprenticeship is subject to the standards set by the Ontario College of Trades.
- 1.04 The number of apprentices Hospitality Services may employ each year will be determined by each year's budget and may increase or decrease as the case may be. Nevertheless, whenever possible the Employer agrees to employ up to a maximum of 3 new Apprentices each year. Once an individual enters into HSAP, the Employer will continue to provide the apprenticeship for the duration of the program, except as otherwise provided in this document.

## **Section 2 – Eligibility**

- 2.01 Before an individual enters the HSAP at Hospitality Services, he or she must meet the minimum age and educational requirement, and determine the length and duration of the programme with the Employer. Upon completion of the trial period, the individual must sign a formal Contract of Apprenticeship.
- 2.02 The Ministry of Training, Colleges, and Universities requires all Apprentices in the province of Ontario possess a Grade 12 education. McMaster University Hospitality Services will endeavour to assist Employees who wish to obtain a Grade 12 education for the purpose of applying to the HSAP in accordance with McMaster University policies and procedures as well as the collective agreement.
- 2.03 All employees of the SEIU, Hospitality Services bargaining unit who meet the educational requirements set out by the Ministry will be eligible to apply for acceptance into the HSAP.

## **Section 3 – Selection**

- 3.01 Selection for acceptance into the HSAP will be conducted in accordance with the same procedure as outlined in Article 20.01 in the collective agreement for job postings.
- 3.02 When an "Apprenticeship Vacancy" is posted, it will state the qualifications, conditions and expectations required of an apprentice, as well as the estimated "in-school" period and length of the apprenticeship.

#### **Section 4 – Scheduling**

- 4.01 An Apprentice will be assigned a “floating” schedule and will be notified of his or her schedule in the same manner as other Employees in the bargaining unit.
- 4.02 An Apprentice will be scheduled for up to 40 hours per week.

#### **Section 5 – Resulting Vacancies / Completion of Apprenticeship**

- 5.01 If the Employer chooses to fill the position left vacant by a successful internal candidate, and any consequent vacancy, such vacancies will be posted in accordance with Article 20.
- 5.02 An internal Apprentice and any Employee filling a consequent vacancy, will be returned to his or her original position following the completion of the HSAP.
- 5.03 An Apprenticeship shall end on the earliest of the following dates:
- I. The date the Employer is advised the Apprentice has failed to remain a member in ‘good standing’ with the Ontario College of Trades;
  - II. The date the Employer is advised the Apprentice has failed to successfully complete Level 1 (Basic) certificate training through a recognized College Certificate program within the first 16 months of the Apprenticeship, unless the Union and the University mutually agree otherwise;
  - III. The date the Employer is advised the Apprentice has failed to successfully complete Level 2 (Advanced) certificate training through a recognized College Certificate 16 months following the successful completion of the Level 1 training referenced in (b), unless the Union and the University mutually agree otherwise;
  - IV. The date that is 38 months after the commencement of the Apprenticeship, including the time required to complete the training referenced in (II) and (III); or
  - V. upon completion of 4,560 hours worked.

The ending of an Apprenticeship for reasons set out in I to V, above, shall not be the subject of a grievance.

#### **Section 6 – Employee Status**

- 6.01 For the duration of the HSAP, the Apprentice will be considered an Annual Employee.

## **Section 7 – Terms and Conditions of Employment for Internal Apprentices**

- 7.01 An internal Apprentice will maintain in full all of his or her rights and entitlements under the collective agreement as a member of the SEIU, Hospitality Services bargaining unit for the entirety of his or her Apprenticeship except as abridged by this document.
- 7.02 An internal Apprentice will be paid the greater of: (i) her normal hourly wage rate for all hours worked during the Apprenticeship; or (ii), as follows:
- 65% of 3<sup>rd</sup> Cook (RED SEAL) wages for hours 1-2000 of his/her Apprenticeship.
  - 75% of 3<sup>rd</sup> Cook (RED SEAL) wages for hours 2001-4000 of his/her Apprenticeship.
  - 85% of the 3<sup>rd</sup> Cook (RED SEAL) wages for hours of his/her Apprenticeship in excess of 4000.
- 7.03 An internal Apprentice will not be paid wages during the in-school portion of his/her Apprenticeship.

## **Section 8 – Terms and Conditions of Employment for External Apprentices**

- 8.01 The collective agreement shall not apply to an external Apprentice, except the following Articles: 1, 2, 3, 4, 5, 6, 7, 8, 9, 12, 25, 28, 29 and 30.
- 8.02 An external Apprentice will be paid as follows:
- 65% of 3<sup>rd</sup> Cook (RED SEAL) wages for hours 1-2000 of his/her Apprenticeship.
  - 75% of 3<sup>rd</sup> Cook (RED SEAL) wages for hours 2001-4000 of his/her Apprenticeship.
  - 85% of the 3<sup>rd</sup> Cook (RED SEAL) wages for hours of his/her Apprenticeship in excess of 4000.
- 8.02 An external Apprentice will not be paid wages during the in-school portion of his/her Apprenticeship.

## **Section 9 – Apprentice Assessment**

While participating in the HSAP, an Apprentice will receive performance assessments based on criteria established by the Ministry of Training, Colleges and Universities. Such assessments are not subject to the grievance process.



Signed this 22 day of December, 2016.

FOR THE UNION

D. Ry

Roch

AT

Patricia Alaimo

Allyn

S. J.

FOR THE UNIVERSITY

Maggi Pomeroy

[Signature]

D. L.

C. B.

Brandon McCray

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