



McMaster University

(The “Employer”)

and

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

Representing Hospitality Services Staff

COLLECTIVE AGREEMENT

Expiry Date: April 30, 2030

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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 (SEIU Local 2) 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, 2025, or the date notice of ratification is exchanged by both parties and shall continue in effect up to and including the 30th day of April 2030.

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
#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 (Recognition).

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 SEIU Local 2 (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 – Pregnancy/Parental Leave): 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 (the "SEIU").

Union Steward: refers to an Employee who has been duly authorized to represent SEIU Local 2.

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 20.06 (Temporary Vacancy).

3.03 The use of they / them will be understood to include all genders / gender identities.

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 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 Chief Steward. 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 their 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 their own to attend to Union business, the Chief Steward must first contact the supervisor of that work area and advise them as to the general nature of their 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 Chief Steward will not be scheduled on their day off without their 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 Chief Steward 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 Chief Steward 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 Chief Steward 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 Chief Steward 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) Chief Steward Leave

The Chief Steward will be granted two paid days 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 plexiglass 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 Chief Steward. It is understood by all Parties that this telephone shall be used only by the Chief Steward or their 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 and Harassment Policy and Sexual Violence Policy governs such matters.
- (b) In and of itself, the fact of the Employer exercising management rights in accordance with Article 4 (Management Rights) 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 quarterly 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 a 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 Chief Steward is not scheduled to work, they 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, students, volunteers and visitors. This is achieved by observing best practices which meet or exceed the standards to comply with legislative requirements as contained in the Ontario Occupational Health and Safety Act ("OHSA"), Environmental Protection Act, Nuclear Safety and Control Act, and other statutes, their regulations, and the policy and programs established by the University. To support this commitment, both McMaster University and its Employees are responsible jointly to implement and maintain an Internal Responsibility System directed at promoting health and safety, preventing incidents involving occupational injuries and illnesses or adverse effects upon the natural environment.
- (b) The Employer is responsible for the provision of information, training, equipment, and resources to maintain the Internal Responsibility System and to ensure compliance with all relevant statutes, policy and internal health and safety programs. Managers and supervisors are accountable for the safety of Employees who work within their area of jurisdiction and for compliance with statutory and University requirements, and are required to support Joint Health and Safety Committees.
- (c) All Employees shall receive and successfully complete 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 appropriately stocked and easily accessible First Aid kits in the workplace. The number and location of First Aid kits shall be posted on the University Health and Safety (UHS) website.

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 OSHA 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 OSHA 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 OSHA, 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 their position, once per calendar year. The onus is on the Employee to ensure their safety shoes are kept in good condition. In the event an Employee's safety shoes wear down before they are eligible to receive a new pair, they will discuss the matter with their 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 (Grievance Procedure).
- (c) The Chief Steward, 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 their 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 their representation in writing to their Supervisor or designate either directly or through their 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 them.

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 Chief Steward 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 Chief Steward.
- (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 Chief Steward 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 (Grievance Procedure), 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 record 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 request information from their employment record. Upon request and within ten (10) business days following the request, Employees will be provided with a digital copy of any requested documents that are available from their record.

12.03 A claim by an Employee (other than a probationary Employee) that they have 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 their 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, they must, unless unable due to extreme circumstances, notify their 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 they are absent from work, in accordance with the procedures applicable to the Facility. The Employee shall inform their Supervisor or designate of the reason for the absence, the expected time of their return to work, and a phone number where they may be reached in their absence.

ARTICLE 14 – OVERTIME

- 14.01 (a) An Employee shall be paid at the rate of 1½ times their 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 15.05, inclusive:
 - (i) Full-Time Employees who have completed their probationary period are entitled to paid Holidays each year in accordance with the [McMaster University Holiday Schedule](#), included in Appendix H.
 - (ii) Part-Time Employees and Probationary Employees are entitled to Paid Holidays each year in accordance with the *Employment Standards Act, 2000*. Effective May 1, 2029, Part-Time Employees who have completed their probationary period will be entitled to Paid Holidays each year in accordance with the [McMaster University Holiday Schedule](#).
- (b) Any shortfall 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 their scheduled day off, they 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 their 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 their 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 their scheduled day off, they will be:
 - (i) paid for the hours worked on that day at 1½ times their 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 they are absent from work on their last regular scheduled shift immediately preceding or immediately following such Holiday, except when their 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 they are scheduled or required to work on such Holiday and fails to do so; or
 - (iii) When they have 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) All Full-Time Employees in Chef de Partie Classification (and effective July 1, 2028, all Full-Time Employees) 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) Length of Continuous Service as at June 30th of the calendar year	Vacation Pay Entitlement as a percentage of earnings
10 months or less	4%
10 months up to but less than 5 years	4%
5 years up to 18 years	6%
Over 18 years up to 30 years	8%
Over 30 years	10%

(ii) Length of Continuous Service as at June 30th of the calendar year	Vacation Time	
	Annual Employees	Seasonal Employees
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 but less than 5 years	2 weeks	2 weeks
5 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 30th for the following calendar year. The University will notify Employees no later than December 24th of the granting of vacations so requested. If an Employee does not request vacation time by November 30th, 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 hired on or after May 1, 2025, shall be considered as a probationary Employee for the first 6 months of active employment and until they have attained a minimum of 624 hours worked for which they are paid by the Employer. Employees hired prior to May 1, 2025, shall be considered probationary for the first 480 hours worked.

(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 Chief Steward agree.

ARTICLE 18 – SENIORITY

18.01 Seniority hereunder of any Employee, including that of a probationary Employee after they have completed their probation, shall commence with the date of their employment, provided that if there shall have been a break in service, their seniority shall mean the date of such Employee's last re-entry into employment. Employees will lose their seniority and will be deemed to have terminated their employment with the Employer for any of the following reasons:

(a) They are discharged for just cause and not reinstated;

(b) They resign or retire;

(c) They are laid off for at least 12 consecutive months;

(d) They are absent from work without authorization from their Supervisor and without providing reasonable justification for 5 consecutive Business Days; and

- (e) They accept severance pay.
- 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 their 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 (Layoff & Recall).
- 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 annually in November 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 purpose of Article 19.01(a), and 19.04 (d), the Union Stewards shall be deemed to have the most seniority. Of the Union Stewards, the Chief Steward 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:

Seniority	Notice Entitlement
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:

- (a) An Employee must notify the University of their election to participate in the process of displacement within 5 Business Days following the notice of layoff;
- (b) 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;
- (c) Seniority shall be determined by reference to the seniority list maintained in accordance with Article 18.05 (Seniority) and the list of Probationary Employees as those lists exist on the date of layoff;
- (d) The displacement will take effect on the date of layoff; and
- (e) 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 any open unit 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. Where available, Employees will be recalled into the same unit from which they were laid off.
- (c) An Employee who declines recall offered in accordance with (b) above will be considered to have resigned and will be removed from the Recall List. An Employee will have 10 Business Days from the date on which the Employer sent notice of recall by registered mail to respond and accept the Recall. It shall be the responsibility of the Employee to ensure that Human Resources Services is provided with a current address, email and telephone number.
- (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 their 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 elect to continue to participate in the Extended Health Care, Dental and Group Life Insurance Plans, provided they 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. Once elected by the Employee, the continued benefits, or non-participation thereof, will begin on the first day of the next pay period following the date of layoff.
- (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 they 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. Once elected by the Employee, the continued benefits, or non-participation thereof, will begin on the first day of the next pay period following the 13th week of layoff.

ARTICLE 20 - JOB POSTING

20.01 Employment Equity

The Parties affirm that Employment Equity is a key part of progress towards inclusivity in the employment relationship and that the hiring process shall reflect this affirmation. The University also affirms its commitment to the Employment Equity Policy.

- 20.02 (a) When a vacancy (other than a Temporary Vacancy as defined in Article 20.06) 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 and on the Employer's online portal 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, or to the Employer's online portal.
- (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 if the posting has not already been filled.
- (c) The Employer will fill vacancies posted in accordance with Article 20.02(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 their probationary period and have held their current role for at least 1 year, except in the case of a promotion.

20.03 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 their appointment before beginning their second shift, the Employee shall be returned to their 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 their former position and hourly rate without loss of seniority.

- 20.04 Promotions and demotions 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.

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

20.06 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 Article 6.01(a) (No Harassment/No Discrimination).

- 20.07 During the academic year, the Employer will provide the Chief Steward 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 (now named the Korn Ferry Hay Group Guide Chart-Profile Method of Job EvaluationSM) for Pay Equity purposes. The Employer and the Union affirm that the Wage Schedule will be maintained in accordance with the Pay Equity Act.

- 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 they shall receive the rate for the job or their 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 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 their 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 \$1.25 per hour above their regular rate of pay, for the period in which they are directing the work of employees.

ARTICLE 22 – INJURY & ILLNESS

22.01 Sick Leave Due to Non-Occupational Injury or Illness for Full-Time Employees
(Applicable to all Full-Time Employees.)

- (a) After completion of their 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 their bi-weekly pay stub.
- (b) Subject to Article 22.01(d), a Full-Time Employee who has completed their 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 they so choose, 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 (Vacation Scheduling).

- (d) For all absences during any one benefit year (i.e. July 1st to June 30th) sick leave benefits will be payable from the 1st 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 their 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).

22.02 Sick Leave Due to Non-Occupational Injury or Illness for Part-Time Employees

- (a) Part-Time Annual Employees who have completed their probation period will be granted 4 sick days per calendar year, without loss of pay or benefits, subject to Article 22.04 (Medical Documentation).
- (b) Part-Time Seasonal Employees who have completed their probation period will be granted 3 sick days per calendar year, without loss of pay or benefits.

22.03 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.

22.04 Medical Documentation

- (a) If an Employee is absent more than 3 shifts in a calendar year due to injury or illness, they must provide medical documentation supporting the absence that is to the satisfaction of the Employer, if requested. Such documentation must include:
 - (i) confirmation of an in-person assessment by a physician;
 - (ii) workplace restrictions, if any; and
 - (iii) a return-to-work or reassessment date.
- (b) Where any requested medical documentation includes the information prescribed in (a) above, the Employer will, to a maximum of \$50.00, reimburse the Employee 50% of the cost of the first medical documentation requested for each period of

absence due to personal illness or injury regardless of length.

22.05 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 22.04.

22.06 Accommodation and Return to Work

- (a) The Employer will maintain the Return to Work Program, which may be reviewed and revised from time to time.
- (b) The Employee and Union will participate in the Return to Work Program. The Employee has the right to the representation and support of their 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.
- (d) If the Employer requests 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 their former position provided:
 - (i) it still exists, failing which, layoff provisions in accordance with Article 19 (Layoff & Recall) will apply; and
 - (ii) they are 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 Employer may consider the employment relationship to be frustrated.

- (h) Applicable to leaves that begin on or after May 1, 2025: if an Employee is unable to perform their duties due to illness, injury, or other unforeseen circumstances for a continuous period exceeding 24 months, the Employer may consider the employment relationship to be frustrated and may terminate the Employee's employment.
- (i) Nothing in Article 22.06 (g) or (h) above shall impact WSIB eligibility, processes, or claims.

22.07 Employee Health / Return-to-Work Records

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

22.08 Employee Medical Records

- (a) An Employee's Medical record 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 record 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 records. Access to any other persons will only be provided with the prior written authorization of the Employee or their Power of Attorney.

ARTICLE 23 - WELFARE BENEFITS

23.01 Effective 2027: In lieu of eligibility for the McMaster University benefits plan, on the second pay deposit in January annually, applicable Part-Time Employees who have completed their probationary period will receive a lump sum payment of \$50.00, less

applicable deductions.

23.02 Group Benefits (Applicable to Full-Time Employees)

(a) **General**

- (i) Subject to the remaining provisions of this Article 23.02, all Full-Time Employees shall participate in the Extended Health Plan, Dental Plan, Group Life Insurance Plan and the Accidental Death and Dismemberment Plan (AD&D).
- (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 and Dental Plans**

- (i) The Employer shall pay 100% of the billed rates of premium to provide the Extended Health Plan and Dental Plan which are in effect April 30, 2025, and as may be amended, to all Full-Time Employees.
- (ii) Participation in this program is a condition of employment. Eligible employees must enroll their eligible family members before benefits are provided.

(c) **Group Life Insurance Plan**

- (i) The Employer will pay 100% of the billed rates of premium for all Full-Time Employees for Basic Coverage in accordance with the Group Life Insurance Plan in effect April 30, 2025, 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.

(d) **Accidental Death and Dismemberment Coverage**

- (i) 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.

Seasonal Employees

- (i) Extended Health Care, Dental, and basic Group Life Insurance will continue during the non-active period of employment for Full-Time Seasonal Employees. A Seasonal Employee may elect to continue participation in Optional Life Insurance and AD&D during the non-active period of employment provided:
 - 1. They have been participating in such benefits plans immediately prior to their non-active period of employment; and
 - 2. They pay the required premiums bi-weekly through direct withdrawal
- (ii) If a Seasonal Employee does not elect to continue participation in these benefit plans, their participation shall cease upon the commencement of their non-active

period of employment.

23.03 Post-Retirement Benefits

- (a) Eligibility for post-retirement benefits was closed on April 30, 2016. Eligibility for post-retirement benefits is limited to Employees who were hired on or before April 30, 2016, and who were enrolled in the Extended Health and Dental plans as of that date, and in accordance with the following:
 - (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, 2007, 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 their retirement date.

23.04 Pension Plan

- (a) Employees who were enrolled in the Pension Plan as at December 31, 2007, will continue to participate in the Pension Plan. Employees hired on or after January 1, 2008, are not eligible to participate in the Pension Plan. 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) Employee contributions to the Pension Plan shall be made in accordance with Appendix G.
- (c)
 - (i) A Seasonal Employee may elect to continue to participate in the Pension Plan during their non-active period of employment provided:
 1. they had been participating in the Pension Plan immediately prior to their non-active period of employment and;
 2. they pay biweekly through direct withdrawal the Employee contributions for such continued participation.
 - (ii) If a Seasonal Employee does not elect to continue participation in the Pension Plan, their participation shall cease upon the commencement of their non-active period of employment.
- (d) Employees in Chef de Partie Classification (previously Classification 3) hired on or

after January 1, 2008, and all Full-Time Employees hired on or after May 1, 2024, will participate in the Group Registered Retirement Savings Plan in accordance with Appendix D.

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”). It is understood that SUB benefits under Article 24.01(a) and 24.01(b) are calculated based on a standard, not extended, leave.

(a) Financial Benefits

Pregnancy Leave

An Employee who takes a pregnancy leave pursuant to this Article 24.01 is entitled to the financial benefits set out as follows:

For each week of leave up to the 17th week, inclusive, the University will pay 90% of the Regular Earnings they otherwise would have received, less the maximum amount of weekly pay any individual is eligible to receive in accordance with the EIA (the “EI Max”), regardless of whether or not such amount is actually received by the Employee. If the Employee provides proof that their EIA entitlement is less than the EI Max, their weekly payment from the University will be 90% of Regular Earnings they otherwise would have received less the amount of their EIA entitlement.

Parental Leave

An Employee who takes a parental leave pursuant to this Article 24.01 is entitled to the financial benefits set out below:

Option A

For each week of leave up to the 19th week, inclusive, the University will pay 90% of the Regular Earnings they otherwise would have received, less the maximum amount of weekly pay any individual is eligible to receive in accordance with the EIA (the “EI Max”), regardless of whether or not such amount is actually received by the Employee. If the Employee provides proof that their EIA entitlement is less than the EI Max, their weekly payment from the University will be 90% of Regular Earnings they otherwise would have received less the amount of their EIA entitlement.

OR

Option B

For the first 6 weeks of parental 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 their 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. 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) Eligibility for, and participation in, the Tuition Bursary Program, shall be in accordance with the University's policy entitled "Tuition Bursary Program for Dependents and Spouses" 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 Caregiver 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 their 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 them for their jury service and the amount they 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, child, parent, step-parents, step-children, sibling, parent-in-law, sibling-in-law, child-in-law, grandparents, spouse's grandparents, and grandchildren.
- (b) 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 Employee's discretion, may utilize up to 1 week of accrued vacation.
- (c) Should the Employee require accommodation related to family, religious and

cultural practices, then alternate arrangements shall be considered. Alternate arrangements shall not be unreasonably denied.

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

Across-the-Board (“ATB”) and Market Adjustment (“MA”) increases, as follows, paid on the second regular pay date following the effective date each year of the agreement. For Year 1*, the effective date will be the later of the date the parties exchange notice of ratification, or May 1, 2025.

Classification	Current	May 1, 2025	May 1, 2026	May 1, 2027	May 1, 2028	May 1, 2029
Chef de Partie	\$22.88	\$25.74	\$26.90	\$28.11	\$28.88	\$29.67
Sommelier	\$20.86	\$23.15	\$23.84	\$24.56	\$25.24	\$25.93
Driver	\$20.86	\$23.15	\$23.84	\$24.56	\$25.24	\$25.93
Hospitality Associate (& CDP Apprentice)	\$20.86	\$22.58	\$23.26	\$23.96	\$24.62	\$25.30

Note: Grandparented Employees with Wage Rates at or Above the Wage Rates noted will retain their rates of pay until the Wage Grid progresses to their current Wage Rate – at which point their Wage Rates will be aligned and wage progression will resume. The parties will review the Grandparented Employee List and update as appropriate following new terms of agreement.

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 Chief Steward, 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 Chief Steward 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 their 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, Burke Science Building, Bridges Café, Engineering Technology Building, Health Sciences Centre, H.G. Thode Library of Science and Engineering, and Scourge (T26) Building
- (b) Central Campus: University Student Centre, Café One (Michael G. DeGroot Centre for Learning and Discovery), and McLean’s Centre for Collaborative Discovery (MCCD), Catering
- (c) North Campus: Centro, and David Braley Athletics Centre and the Peter George Centre for Living and Learning, Alumni Memorial Hall

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, and all Full-Time Employees hired on or after May 1, 2024, 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
Current	Contributions up to YMPE ¹	3.50%	GRRSP	=	3.50%
	Contributions in excess of YMPE	5.00%	GRRSP	=	5.00%

- 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

¹ YMPE means the year's maximum pensionable earnings as defined by the Canada Revenue Agency. For 2025, YMPE is \$71,300, and will increase on a calendar basis.

- Regular base earnings.

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 second pay date in January of each year of this Agreement:

Full-Time Employees: \$100 Part-Time Employees: \$50

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.

Years of Continuing Service Percentage of Yearly Cost	Percentage of Yearly Cost Payable by Retirees	Percentage of Yearly Cost Payable by University
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 23.04 (Pension Plan) shall make Employee Contributions to the Pension Plan in accordance with the following table:

	Employee Contribution Rate on Regular Annual Salary	Employee Contribution Rate on Regular Annual Salary
	Up to YMPE *	In Excess of YMPE
Effective April 7, 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 2025, the YMPE is \$71,300 and will increase on a calendar basis.

APPENDIX H – MCMASTER HOLIDAY SCHEDULE

McMaster University recognizes and is closed on the following Holidays, annually:

Family Day
 Good Friday
 Victoria Day
 Canada Day (observed on the first Monday in July when July 1 falls on a Saturday or Sunday)
 Civic Holiday

Labour Day
Thanksgiving Day

as well as a Holiday Closure period, scheduled as follows:

When December 31 falls on:	The normal Holiday Closure dates are:
Sunday	December 25, 26, 27, 28, 29, January 1, 2
Monday	December 24, 25, 26, 27, 28, 31, January 1
Tuesday	December 25, 26, 27, 30, 31, January 1, 2, 3
Wednesday	December 25, 26, 29, 30, 31, January 1, 2
Thursday	December 24, 25, 28, 29, 30, 31, January 1
Friday	December 27, 28, 29, 30, 31, January 3, 4
Saturday	December 26, 27, 28, 29, 30, January 2, 3

LETTER OF UNDERSTANDING – RE: SHIFT PREMIUM

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

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 23.03.

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 apply through the normal posting procedure, outlined in Article 20 (Postings).
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 20.04 (Postings) 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 their normal hourly wage rate and, subject to Articles 23.02 (Group Benefits) and 23.04(c) (Pension Plan) 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 (Welfare Benefits).
8. A Full-Time Annual Employee working during the summer may, during a shift, make a request to their 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: SPECIAL SENIOR HOSPITALITY ASSOCIATE EMPLOYEES

In acknowledgement of their longstanding and ongoing additional contributions, the following Employees shall be paid at the rate of Chef De Partie for all hours, and as a result are not eligible for the Lead Hand Premium.

1. Maria Triantafillou
2. Giovanna Aguilar

LETTER OF UNDERSTANDING – RE: OFFSITE OPERATIONS

The Parties agree that Employees may be required, at the discretion of the Employer, to work at McMaster University locations other than 1280 Main St. West. When Employees are so assigned, the parties acknowledge and agree that the terms of the McMaster University and SEIU Local 2 collective agreement will apply to this work, as applicable. The parties agree that the requirement to perform such work shall not cause or imply an expansion of the scope of the Bargaining Unit as set out in Article 2 or a restriction to the Employer's ability to contract out in accordance with Article 28.

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.
- 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 Skilled Trades Ontario.
- 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. 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, they 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 endeavor 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 length of the apprenticeship.

Section 4 – Scheduling

- 4.01 An Apprentice will be assigned a “floating” schedule and will be notified of their schedule in the same manner as other Employees in the bargaining unit.
- 4.02 An Apprentice will be scheduled for up to and including 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 their original position following the completion of the HSAP.
- 5.03 An Apprenticeship shall end on the earliest of the following dates:
- I. The date that is 38 months after the commencement of the Apprenticeship,
 - II. upon completion of 5280 hours worked, or as required by Skilled Trades Ontario

The ending of an Apprenticeship for reasons set out 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 their rights and entitlements under the collective agreement as a member of the SEIU, Hospitality Services bargaining unit for the entirety of their Apprenticeship except as abridged by this document.
- 7.02 An internal Apprentice will be paid the Hospitality Associate hourly wage rate for all hours worked during the 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 the Hospitality Associate hourly wage rate for all hours worked during the 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.

Should an Apprentice fail to meet expectations for two or more assessments, they will be subsequently removed from the program.