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# 1672

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EFF.	84 05 01
TERM.	85 04 30
No. OF EMPLOYEES	127
NOMBRE D'EMPLOYÉS	127

COLLECTIVE A

Between

THE UNIVERSITY  
OF WESTERN ONTARIO

and

CANADIAN UNION  
OF PUBLIC EMPLOYEES  
LOCAL 2692

(Food Services)

*1st*

For the Period  
1 MAY 1984

to  
30 APRIL 1985

SEP 17 1986

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COLLECTIVE AGREEMENT entered into the **1st** day of May **1984**.

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

OF THE FIRST PART

- and -

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

OF THE SECOND PART

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## PREAMBLE

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

to show each to the other a spirit of mutual trust and understanding and to willingly cooperate with each other in the fullest sense,

to maintain and improve the existing harmonious relations and settled conditions of employment,

to promote the morale, well being and security of all employees in the bargaining **unit**,

to encourage efficiency in operation, and

to secure prompt and equitable disposition of grievances arising out of the administration of this Agreement.

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

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### **Article 1 RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS**

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

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

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

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

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

## **Article 2 RECOGNITION**

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

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

**.03** The word employee whenever used in this Agreement will apply only to Regular Full-time employees which are defined as employees employed for an average of more than **24** hours a week for a total of four consecutive months or more and for whom a termination date or summer layoff date within the next four months has not been defined. In any event, an employee will be considered to be Regular Full-time once a total of eight **(8)** consecutive months' service has been accumulated.

**.04** Only employees as defined in section **.03** above are covered by the terms of **this** Agreement with the following exceptions:

- (i) Individuals who work an average of more than **24** hours per week and normally are expected to work steadily for most of the period of September to April each year will
  - have seniority rights for layoff purposes as expressed in Article **10** and, for the purpose of calculating their seniority for this section of the Article, the date **they** commenced employment with the Food Services Department will be considered their date of last hire, and
  - be provided **O.H.I.P** coverage with **90%** of the premium cost paid by the Employer.
  - be covered under the Articles or Section(s) of Articles as indicated in **the** Letter of Understanding in Appendix **F**.

### **Article 3 STRIKE OR LOCK-OUT**

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

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

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

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

### **Article 4 REPRESENTATION**

**.01** The Employer agrees to **recognize** an Executive Committee consisting of not more than six **(6)** elected members of the

employees covered by this Agreement, for the purposes of the negotiation and administration of this Agreement. This committee will also serve as the Union positions, President, Vice President, Recording Secretary, Secretary Treasurer, Sergeant-at-Arms, Chief Steward. The aforementioned Committee shall not suffer any loss of pay or benefits during any and all negotiating meetings up to and including conciliation, but not beyond.

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

**.03** The Employer agrees to **recognize** 9 stewards including the Chief Steward for the purpose of assisting employees in presenting grievances to the Employer as set forth in this Agreement. These stewards, who will be elected or appointed from amongst the employees in the bargaining unit, will each represent a segment of the bargaining unit as listed in Appendix B.

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

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

**.06** Terms of Reference for Union-Management Relations Committee

1. The Union-Management Relations Committee will serve to:
  - administer the terms of the Agreement between **CUPE** Local **2692** and the University
  - act as the Safety Committee as required under provincial legislation
  - address matters outside the Agreement which are of mutual concern.
2. Membership will consist of:
  - For the University**
  - Assistant Director of Employee Relations
  - Manager, Residences
  - Manager, Cash Outlets
  - Manager, Central Food Commissary



### **Executive Committee Members For the Union**

President  
Vice-President  
Recording Secretary  
Secretary/Treasurer  
Sergeant-at-Arms  
Chief Steward

3. The Employer will endeavour to inform the Union/Management Committee of major amendments to the rules and regulations in Article 1.01 (d), whenever possible, prior to their implementation.
4. It may be desirable to request persons other than **those** listed under 2 above to attend for specific discussions. Provided the University **agrees** to the attendance of a member of the bargaining unit, that employee will not suffer a loss of pay.
5. The Committee will meet once per month **unless** changed by mutual **agreement**.
6. **Agendas** of matters for discussion will be exchanged by the Union and Management at least **five (5)** working days prior to the meeting.
7. The University will provide secretarial service and minutes will be produced and distributed to all members within one week of each meeting.

## **Article 5 BULLETIN BOARDS**

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

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

## **Article 6 GENERAL CONDITIONS**

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

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

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

## **Article 7 UNION SECURITY**

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

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

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

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

## Article 8 MEETINGS

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

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

## Article 9 SAFETY

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

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

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

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

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

## Article 10 SENIORITY

**.01** The Employer will maintain a seniority list which will record, by job classification as expressed in Appendix A, the names and dates of last hire to regular full-time staff of members of the bargaining unit. This list will be posted annually on Union bulletin boards within one **month after** the execution date of this Agreement. Following thirty (30) days posting, the list shall become **final** except as to any employee who has disputed the accuracy of his seniority during that thirty (30) days because of new or amended information contained in the posted list. In such case the list will be subject to **adjustment** if established to be inaccurate.

**.02** In cases of lay-off the Department is divided into FOUR SECTIONS — Cash Outlets, Residences, Central Commissary and Spencer Hall.

(i) The residence section will be sub-divided into four additional sections - **Saugeen Maitland**, Delaware, **Sydenham** and Medway for the **purposes of layoffs** of seven (7) days or less which occur during the **period** of May 1st to August 31st each year.

Within each of these sections the following process will be as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Article 11 PAYMENT OF SALARY**

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

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

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

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

## **Article 12 JOB POSTINGS & PROMOTIONS**

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

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

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

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

## **Article 13 HOURS OF WORK**

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

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

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

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

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

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

**.07** All hours worked in excess of forty (40) hours in any month in an acting capacity will be paid at the higher of the individual's current rate of pay or the minimum of the salary range of the job classification so replaced.

## **Article 14**

### **GRIEVANCE PROCEDURE**

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

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

#### **Step No. 1**

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

#### **Step No. 2**

Within three working days of the Supervisor's decision under



Step No. 1, the grievance may be submitted to the appropriate manager or his designate. At the grievance hearing the Chief Steward, Steward and the **grievor** will be present. The Manager will **deliver** his decision in writing within three working days of the hearing.

**Step No.3**

Within four working days of the Manager's decision under Step No. 2, the **grievance** may be submitted to the Director of Personnel or his designate. At this grievance hearing the **CUPE** Representative and/or the Chief Steward, the Steward and the **grievor** will be present. The Director of Personnel will deliver his decision in writing within four working days of the hearing.

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

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

**.05** A grievance as defined herein arising directly between the Employer and the Union shall be originated under **Step No. 3**. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular grievance procedure shall not be thereby by-passed. Any grievance by the Employer or the Union as provided in this paragraph shall be commenced within seven working days after the circumstances giving rise to the grievance have occurred.

**.06** Failing settlement under the Grievance Procedure, such **grievance** may be submitted to Arbitration as set forth in Article 14. If no written **request** for Arbitration is received within five working days after the decision under **Step No.3** is given, it shall be deemed to have been settled and not eligible for Arbitration.

**.07** All grievances initiated at Step No. 2 or Step No. 3 require all information contained on the Step 1 grievance form (**Ap-**

**pendix D)** be completed with the exception of the supervisors decision and signature.

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

## **Article 15**

### **ARBITRATION PROCEDURE**

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

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

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

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

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

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

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

## **Article 16**

### **TERMINATION NOTICE**

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

<b>Seniority</b>	<b>Termination Notice</b>
Under 3 months	None
3 months to <b>24</b> months	Two weeks
2 years to less than 5 years	Four weeks
<b>5</b> years to less than <b>10</b> years	Two months
<b>10</b> or mote years	Four months

**.02** Should an employee be terminated for cause, except in **extreme** cases as delineated under section **.03** below? the individual will be entitled to a combination of termination **notice and/or** pay in lieu of notice in accordance **with** the following **schedule:-**

<b>seniority</b>	<b>Termination Notice</b>
Under 3 months	None
3 months to <b>24</b> months	One week
2 years to less than <b>5</b> years	Two weeks
5 years to less than <b>10</b> years	One month
<b>10</b> or more years	Two months

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

## **Article 17**

### **SUSPENSION AND DISCHARGE**

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

**.02** The Union **recognizes** that it may on occasion, be necessary to suspend an employee from the work place without a Steward present. If such action is taken the Employer agrees to review this action with the employee and the Steward within two working days.

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

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

## **Article 18**

### **VACATIONS**

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

- (a) An employee earns vacation at a rate of 15 working days for each of the first two (2) years.

- (b) Upon completion of two (2) full years, vacation is earned at a rate of 20 working days per year.
- (c) Upon completion of twenty-one (21) full years, five (5) additional vacation days will be provided, and thereafter, vacation is earned at a rate of 25 working days per year.

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

- (a) An employee earns vacation at the rate of 15 working days a year for each of the first eight (8) completed years of continuous service.
- (b) Upon completion of eight (8) full years of continuous service vacation is earned at the rate of 20 working days per year.
- (c) Upon completion of twenty-one (21) full years, five (5) additional vacation days will be provided, and thereafter, vacation is earned at a rate of 25 working days per year.

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

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

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

## **Article 19**

### **LONG TERM RECOGNITION**

**.01** Employees covered by this Agreement will be eligible for the benefits provided for under the current University policy - Service Recognition Policy 3-4.

## **Article 20**

### **PREGNANCY LEAVE**

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

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

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

**.04** Employees are required to give 2 weeks' written notice, whenever medically possible, of the date it is intended to commence the pregnancy leave, and the request must be accompanied by a doctor's certificate verifying pregnancy and the probable delivery date.

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

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

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

(a) The Employer's obligation to reinstate an employee ends when the 6 weeks postnatal leave expires or after no more than 17 weeks from the beginning of the leave, whichever is the later.

(b) Any extension of pregnancy leave will be up to the discretion of the Employer and will depend on the Employer's operating needs.

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

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

## **Article 21 EDUCATIONAL ASSISTANCE**

**.01** Employees covered by this Agreement will be eligible to apply for assistance as delineated in the current University policy - Educational Assistance Policy 5-8.

## **Article 22 BEREAVEMENT LEAVE**

**.01** An employee may be granted up to three days leave of absence without loss in pay as may be necessary to make arrangements for and/or to attend the funeral or memorial service of the employee's grandparent, parent, spouse, child, brother, sister, in-law, or step-child. Upon request such additional time off without pay may be granted as is necessary to make arrangements or for long distance travelling.

## **Article 23 COMPASSIONATE LEAVE**

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

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

## **Article 24 GUARANTEED HOUSING LOAN**

**.01** Employees covered by this Agreement will be eligible to apply for assistance as delineated in the current 'University policy - Guaranteed Housing Loan Plan, Policy 2.7.

## **Article 25 HEALTH CARE APPOINTMENTS**

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

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

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

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

## **Article 26 HOLIDAYS**

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



New Year's Day  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday

Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day  
Presidents Day

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

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

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

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

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

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

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

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

## **Article 27**

### **JURY OR WITNESS DUTY PAY**

**.01** An Employee who is subpoenaed for jury or crown witness duty will receive for each day of absence thereof the dif-

ference between the employee's regular pay computed at the employee's base hourly rate and the amount of jury or witness fee received, provided that the employee furnishes the Employer with a certificate of service signed by the Clerk of the Court showing the amount of jury or witness fee received.

## **Article 28**

### **LEAVE OF ABSENCE**

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

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

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

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

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

- (a) As a matter of convenience to those persons who are elected to the Executive Committee of the Union, the University **agrees** to continue payment of wages at the normal rate of pay for the period of time members of the Union Executive Committee are in attendance at regular Union meetings. In **considera-**

tion of the Employer's action in this regard, the Union agrees to reimburse the Employer for the full cost of the wages and benefits paid to members of the Union Executive Committee while in attendance at **regular Union meetings upon the receipt** of an invoice to be **provided** to the Treasurer of the Union by the Employer. Nothing in the within clause shall be so interpreted or construed **as to** required the Employer to pay wages for attendance at regular meetings of the Union held outside the scheduled working hours of an employee. If mutually agreeable between the Employer and the employee, the employee may make up the time.

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

## **Article 29 SICK LEAVE**

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

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

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

**.03** The Employer reserves the right to require medical certification of illness or injury and/or a medical examination by a qualified physician of its choice any time that it considers such action necessary.

- (a) Should the University require a medical examination by a qualified physician of its choice the Director of Personnel will discuss the requirement with the Chief Stewart prior to its enactment.
- (b) In any event, at the beginning of an absence and at regular intervals thereafter (**eg.** every two weeks), the employee will keep his Supervisor informed of his medical status and tentative return to work date.
- (c) At the time of his return to work after each sick leave absence of two weeks or more the employee must provide his Supervisor with a physician's note certifying that the employee has been in the care of a physician and:
  - i) that the employee is able to return to work on a **fulltime** basis without restrictions.,
  - or
  - ii) that the employee is able to return to work, with the nature and duration of any work restrictions described.

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

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

## **Article 30 CLOTHING**

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

- (a) dresses when required for replacement (**maximum of 3 per**

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

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

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

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

- (i) Where safety-toe and non-skid soles are required, the Employer agrees to pay up to **\$40** for the purchase of the initial such shoe upon submission of a receipt and up to **\$20** per annum for such replacements that are required.
- (ii) Where non-skid soles are required, the Employer agrees to pay up to **\$20** for the purchase of the initial such shoe upon submission of a receipt and up to **\$10** per annum for such replacements that are required.

## **Article 31 EMERGENCY CLOSING POLICY**

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

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

## **Article 32 STAFF BENEFITS**

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

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

**.03** During periods of Long-Term Disability or Workmen's Compensation where no salary is being paid by the Employer, all group insurance and pension benefits in force at the commencement of the sick leave will be continued by the Employer.

## **Article 33 CONTRACTING OUT**

**.01** Should there be "contracting out" of any job covered by the scope of this Agreement in whole or in part during the course of this Agreement, the University shall make every effort, consistent with its obligation to operate in an efficient and economical manner, to retain employees displaced **thereby**, by granting such employees an opportunity for on-the-job retraining, if necessary, for available jobs within the bargaining unit.

## **Article 34 WAGES**

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

Article 35  
DURATION



.01 ~~This Agreement covers the period from May 1, 1984~~  
~~1985 to April 30, 1986~~ This Agreement covers the period from May 1, 1984  
continue automatically thereafter for  
periods of one year unless either party informs the other in writing  
not less than 30 days and not more than 90 days prior to the expira-  
tion day that it desires to amend or terminate this Agreement.

In witness whereof, the Parties have executed this Agreement  
as of the 29th day of May 1984.

For the University

For the Union

*Ronald J. May, President*  
*Gene T. Kelly, Secretary*  
*John J. ...*  
*John ...*

## APPENDIX B

### STEWARDS' REPRESENTATION

GROUP REPRESENTED	STEWARDS
Commissary	1
<b>Saugeen-Maitland</b>	2
<b>Medway-Sydenham</b>	1
Delaware-Spencer	1
<b>U.C.C.</b>	1
<b>Somerville</b>	1
All Other Outlets	1
Chief Steward	1
	<hr/>
	9



## APPENDIX C

### AUTHORIZATION CARD

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

Witness \_\_\_\_\_

**APPENDIX D**

**GRIEVANCE NO.**

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

**STEP I**

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

<b>GRIEVOR'S STATEMENT</b>


**Grievor's** Signature \_\_\_\_\_ Date \_\_\_\_\_

Steward's Signature \_\_\_\_\_ Date \_\_\_\_\_  
*(Must be signed by the Steward)*

Date Grievance Received by Supervisor \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_

Supervisor's Decision

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX D**

**GRIEVANCENO.**

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

**STEP II**

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

THE **GRIEVOR** REQUESTS THAT THE GRIEVANCE PROCEED TO STEP II:

Signature of **Grievor** \_\_\_\_\_ Date \_\_\_\_\_

Signature of Steward Date \_\_\_\_\_

Decision of Manager


Manager's Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX D**

**GRIEVANCE NO.**

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

**STEP III**

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

THE **GRIEVOR** REQUESTS THAT THE GRIEVANCE PROCEED TO STEP **III**.

Signature of Grievor \_\_\_\_\_ Date \_\_\_\_\_

Signature of Steward \_\_\_\_\_ Date \_\_\_\_\_

Decision of Director of Personnel

Director of Personnel's Signature \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX F

May 18, 1984

Mr. R. Robertson  
President, Local 2692  
C.U.P.E.

Dear Mr. Robertson:

Those individuals employed by the Food Services Department and falling within the definition contained in Article 2, Section .04 will be extended coverage under the following articles in their entirety.

### Article

- 1 Reservation and Continuation of Management Functions
- 3 Strike or Lock-out
- 5 Bulletin Boards
- 7 Union Security
- 8 Meetings
- 9 Safety
- 12 Job Postings & Promotions
- 13 Hours of Work
- 15 Arbitration Procedure
- 19 Long Term Recognition
- 20 Pregnancy Leave
- 22 Bereavement
- 23 Compassionate Leave
- 27 Jury or Witness Duty
- 28 Leave of Absence
- 31 Emergency Closing Policy
- 33 Contracting Out
- 34 Wages
- 35 Duration

In addition, parts of the following articles, as delineated, will also apply to those persons defined in Article 2, Section .04:

Article 2 Recognition - Section .04 only

Article 4 Representation -

- (a) Membership on the Executive Committee will be permitted for up to 2 of the 6 elected members.
- (b) The positions of steward will be open for up to 3 or the 9 elected members.

Article 6 General Conditions - Section .01 and .03 only

Article 10 Seniority -

In accordance with Section .06, regular full-time employees within a unit will not normally be laid off until most, if not, all the persons covered under Article 2, Section .04 within that unit have been laid off. There is, therefore, a requirement for two separate seniority lists. With the exception of Section .04 of Article 10, all other provisions of Article 10 will be applied to those persons defined in Article 2, Section .04. Section .04 of Article 10 does not apply as neither members of the Executive Committee nor Stewards may use this section in any way to maintain their employment during any employee lay-off.

Article 14 Grievance Procedure -

The definition of a grievance under this Article, as set out in Section .01 and Section .05 will be an alleged violation of those specific terms, and only those terms, of this Agreement under which the individuals defined in Article 3, Section .04 are specifically covered.

Article 17 Suspension and Discharge -

In Section .04, it is understood and agreed that an individual's employment, and therefore salary liability, cannot continue past 15 April in any year.

Article 26 Holidays -

Employees will be entitled to pay as prescribed in the Employment Standards Act for all holidays in Article 26 Section .01 with the exception that the pay may be required to be taken as time off, as determined by the Supervisor.

Article 30 Clothing - Only Section .01 Subsection (b) will not apply.

For the purposes of clarity and understanding the following articles do not apply to those persons defined in Article 2, Section .04.

Article

11 Payment of Salary

16 Termination Notice

18 Vacations

21 Educational Assistance

24 Guaranteed Housing Loan

25 Health Care Appointments

29 Sick Leave

32 Staff Benefits

Yours very truly,

W.R. Darling  
Assistant Director -  
Employee Relations