

**Collective Agreement Between
The University Of Western Ontario and
Canadian Union of Public Employees
Local 2692**

**FOR THE PERIOD
1 JULY 1998 TO 30 JUNE 2000**

COLLECTIVE AGREEMENT entered into the 2nd of December, 1998

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

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 members 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 is used in this agreement, it shall be considered as if the plural 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 members, provided that if a member claims he/she has been discharged or disciplined without just cause, or improperly laid off or recalled, a grievance may be filed and dealt with in accordance with the Grievance Procedure;

(c) determine the machinery and equipment to be used, the methods and techniques of work, the standards of performance, the schedules of work and number of personnel to be employed;

(d) establish, enforce and alter from time to time rules and regulations to be observed by the employees.

.02 The Employer's right to exercise the management function in this Article is subject to the provisions of this Agreement.

.03 The Employer and the Union agree that in accordance with the Ontario Human Rights Code, there shall be no discrimination or harassment in the application of the provisions of this Agreement because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, handicap or any other prohibited grounds that may be established in the Code.

.04 The Employer and the Union **agree that** there shall be no discrimination in the application of the provisions of this Agreement by reason of membership, non-membership or activity/non-activity in the Union, or by the member's exercise of any provision or right under 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 members of the Employer in the Food Services Department, save and except Head Chef, those above the ranks of Head Chef, 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 shall be created in the

future will be added to Appendix A.

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

(a) The word individual whenever used in this Agreement will apply only to persons who work an average of more than **24** hours per week for a period of **90** calendar days and normally are expected to work from September to April each year exclusive of layoff.

(b) The term member whenever used in this Agreement will include both Employee and Individual as defined in **.03** and **.03(a)** above.

.04 All employees as defined in section **.03** above are covered by the terms of this Agreement except Article **20B** Pregnancy Leave - Non-Regular Full-Time.

(a) Individuals as defined in Section **.03(a)** above will be covered by all of the terms of the Agreement except:

i) All of Article **11** - Payment of Salary
 All of Article **24** - Guaranteed Housing Loan
 All of Article **20A** - Pregnancy Leave - Regular Full-Time Employees
 All of Article **32** - Staff Benefits, except section **.04**

ii) or as otherwise modified in the following:
 Article **4** - Representation Section **.01** and **.03**
 Article **6** - General Conditions, Section **.02(a)**
 Article **10** - Seniority, Section **.01** and **.04(a)**
 Article **18** - Vacations, Section **.06** and **.07**
 Article **29** - Sick Leave, Section **.06** and **.07**

.05 Whenever the total number of members employed in the classification of Chef, Supervisor III, Cook II or Supervisor II is permanently reduced the employer will fully discuss the rationale for the change with the Union.

Article 3

STRIKE OR LOCK-OUT

.01 The Union agrees that there will be no strike and the Employer agrees that there will be no lockout during the term of this agreement.

.02 Where persons in a labour dispute, other than those in the bargaining unit, engage in a strike and maintain picket lines, and

where members of the bargaining unit could suffer personal harm, the Employer will endeavour to safeguard such members.

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

.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** nine **(9)** stewards including the Chief Steward for the purpose of assisting members in presenting grievances to the Employer as set forth in this Agreement., These stewards, who will be elected or appointed from amongst the members 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/her 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/her work without first obtaining the permission of his/her Supervisor which shall not be unreasonably withheld. The steward shall report again to his/her Supervisor at the time of his/her 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

I. 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

- . Director of Employee Relations
- . Senior Director - Housing and Food Services
- . Director, Food Services
- . Manager, Cash outlets
- . Food and Beverage Manager, Spencer Hall
- Manager, Residences

Executive Committee Members For the Union

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

3. The Employer will 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 member 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 two weeks of each meeting.

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

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

Article 5

BULLETIN BOARDS

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

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

Article 6

GENERAL CONDITIONS

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

.02 The Employer agrees that payroll deductions shall be made for Government Savings Bonds, United Way Appeal, Parking, and premiums for voluntary benefit plans, when written request is made therefore by the member.

(a) **Individuals** defined in **Article 2, Section .03(a)** will, not be eligible for payroll deduction for Government Savings Bonds.

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

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

Article 7

UNION SECURITY

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

.02 The amount of such dues and/or assessment shall be certified to the Employer by the Secretary/Treasurer of the Union. In the event of a change therein, not less than thirty (30) days' notice thereof shall be given to the Employer. The Union agrees to indemnify and save the Employer harmless from any claims or any liability in any way related to the deductions of said dues.

.03 The dues and/or assessments deducted from the pay of members 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, Employee Relations of the Employer respectively.

Article 8

MEETINGS

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

.02 Other representatives, as **authorized** by the Senior Director of Housing and 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 members, 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 members 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 members will be developed by the Safety Subcommittee of the Occupational Health and Safety Committee.

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

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

Article 10

SENIORITY

.01 The Employer will maintain a seniority list which will record, by job classification as expressed in Appendix A, the names and dates of last hire to the bargaining unit. During the period September to April this list will be comprised of all employees and individuals defined in Article 2, Section **.03** and **.03(a)**. During the period of May to August individuals defined in Article 2, Section **.03(a)** will not have seniority rights under this Agreement. This list will be posted annually on Union bulletin boards within one month after the

execution date of this Agreement. Following thirty (30) days posting, the list shall become final except as to any member who has disputed the accuracy of his/her 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 the case of lay-offs the Department is divided into four (4) units - Cash Outlets, Residences, Spencer Hall, and Catering.

(i) For the purposes of layoffs of four (4) days or less the Food Services units, Cash and Residence will be sub-divided into the following: **Saugeen-Maitland**, Delaware, University Drive Residences, Essex, **Elgin**, University Community Centre, other cash outlets.

Within each of the Cash Outlets, Residences, Spencer Hall and Catering units and each of the **Saugeen-Maitland**, Delaware, University Drive Residences, Essex, **Elgin**, University Community Centre, and the Cash Outlets sub-units the following lay-off procedure will be utilized.

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

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

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

.02(d) Members 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 member to be replaced.

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

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

.02(g) Members who replace other members under this section, will be paid the rate applicable to the new job classification.

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

- (a) voluntarily quits the employ of the Employer;
- (b) is discharged and not reinstated through the process of the Grievance Procedure pursuant to this Agreement;
- (c) following a lay-off, fails to report for work within five (5) working days after being recalled or fails to notify the Employer within three (3) working days after recall that he/she 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 member's address on record with the Employer;
- (d) is absent without permission for three (3) 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 President or his/her designate from the Union Executive shall be the last person laid off during the term of office, so long as 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/her apprenticeship shall suffer no loss in seniority and when writing his/her 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 Layoff schedules will be posted on Union bulletin boards a minimum of one week prior to the Christmas, Spring (Slack Week) and April shut downs. Whenever possible a minimum of one week's notice of lay-off will be provided at all other times.

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

Article 11

PAYMENT OF SALARY

.01 The monthly salary of an employee will be paid by deposit to institutions on electronic deposit. Monthly salaries will normally be deposited on the second last working day of the month.

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

period.

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

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

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

Article 12

JOB POSTINGS & PROMOTIONS

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

(a) Members in the bargaining unit including those on lay-off applying for such openings will submit an application on the prescribed form within five (5) days and be given an interview whenever the contents of this form warrant. The member may request to be accompanied by a steward or members 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 a member promoted under .02 above, or to a position in management, office or other classification, to his/her former classification at any time within a three (3) month period if the employer considers that the member is unable to perform the work. Any other appointment made as a result of the promotion will be reversed.

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

a) the status of their application and,

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

Article 13

HOURS OF WORK

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

.02 During any work day of 7.5 hours or more, 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 eight (8) hours work per day or in excess of forty hours per week. **Authorized** overtime will be paid at one and one-half times (1 1/2x) the hourly earning rate or subject to the work requirements of the section, equivalent

time off at the appropriate rate, as agreed to by the member and the Supervisor.

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

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

.07 All hours worked hours in an acting capacity will be paid at the higher of the member's current rate of pay plus 5% or the minimum of the salary range of the job classification so replaced, provided the acting appointment is for a full regularly scheduled shift.

.08 A premium of \$.35 per hour will be paid for all hours worked during the period 12:00 a.m. to 6:00 a.m.

.09 There will be no duplication or compounding of premium or overtime pay. If such payments are provided under two or more provisions of this Agreement, then payment shall be made under the single provision which provides the highest rate of pay.

Article 14

GRIEVANCE PROCEDURE

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

.02 A group grievance may be initiated should more than one member be grieving the same alleged violation. All members

affected may sign the grievance but only one **grievor** may be present at each step of the grievance process. Any agreement under the Grievance Procedure would be applied to all affected members who signed the grievance.

.03 It is the mutual desire of the parties hereto that problems experienced by members shall be addressed as quickly as possible, and it is understood that a member has no grievance until he/she has given the Manager the first opportunity to address the problem. Following this, should a member wish to discuss the problem with his/her Steward, he/she will request the Manager to arrange a meeting between the member and his/her Steward. Such meeting will take place within three (3) working days. If a written grievance is filed with the Manager, 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 member may submit a written grievance to the Manager on the form (Appendix D) provided by the Union. It will be signed and dated by the member involved and in all cases by his/her Steward. It will be identified by a number issued by the Chief Steward. The Manager will acknowledge the receipt of the grievance with his/her signature and the date received. Within three working days a tentative hearing date should be set. 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 Manager will deliver his/her decision in writing within three working days of the hearing to the **grievor** and the Chief Steward.

Step No. 2

Within three (3) working days of the Manager's decision under Step No. 1, the grievance may be submitted to the Director, Food Services, and within five (5) working days a tentative hearing date should be set. At the grievance hearing the Chief Steward, Steward and the **grievor** will be present. The Director, Food Services will deliver his/her decision in writing within three (3) working days of the hearing.

Step No. 3

Within four (4) working days of the Director's, Food Services, decision under Step No. 2, the grievance may be submitted to the Director, Employee Relations or his/her designate, and within five (5) working days a tentative hearing date should be set. At this grievance hearing the **CUPE** Representative and/or the Chief Steward, the Steward and the **grievor** will be present. The Director, Employee Relations will deliver his/her decision in writing within four (4) working days of the hearing.

.04 Where no answer is given within the time limits specified in the Grievance Procedure the member concerned, the Union, or the Employer shall be entitled to submit the grievance to the next step of the Grievance Procedure. Any grievance that is not commenced or

processed to the next step in the Grievance Procedure within the aforesaid time limits, or **as** mutually extended, shall be deemed to have been abandoned.

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

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

(a) An Employer grievance entered under **.06** above will be submitted to the **CUPE** Representative. The **CUPE** Representative will deliver his/her decision in writing within four working days of the hearing provided for in Step No. 3.

.07 Failing settlement under the Grievance Procedure, such grievance may be submitted to Arbitration as set forth in Article 15. If no written request for Arbitration is received within twenty (20) working days after the decision under Step No. 3 is given, it shall be deemed to have been settled and not eligible for Arbitration.

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

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

Article 15

ARBITRATION PROCEDURE

.01 If the Employer or the Union requests that a grievance as provided in Article 14 be submitted to Arbitration, it shall make such request in writing addressed to the other party, and at the same time nominate an Arbitrator. Within five (5) working days thereafter the other party shall nominate an Arbitrator and notify the other party. The two (2) Arbitrators so nominated shall, within fifteen (15) working days of the nomination of the latter of them, attempt to select by agreement a third person to be a member and Chairperson of the Arbitration Board. If they are unable to agree on such a Chairperson, they may then request the Minister of Labour for the Province of Ontario to appoint a Chairperson. 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 (7) 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 Chairperson of the Arbitration Board.

Article 16

TERMINATION NOTICE

.01 Should the employer terminate a member for redundancy reasons or for cause, other than in extreme cases such as wilful misconduct, disobedience or wilful neglect of duty, the member will be entitled to a combination of termination notice, and severance pay in accordance' with the following schedule:

Period of Employment	Termination Notice	Severance Pay
Under 3 months	None	None
3 months to less than 2 years service	Two weeks	None
2 years to less than 5 years service	Fours Weeks	None
5 years or more	One week for each year of services to a maximum of eight weeks	One week for each year of services to a maximum of 26 weeks

.02 In extreme cases such as wilful misconduct, disobedience or wilful neglect of duty, the member 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 a member is suspended without pay for any reason, the Employer agrees to confirm such suspension in writing to the member and to the Chief Steward of the Union within two (2) working days.

.02 The Union recognizes that it may on occasion be necessary to suspend a member from the work place without a Steward present. If such action is taken the Employer agrees to review this action with the member and the Steward within two (2) working days. Under no circumstances shall a member be terminated under this Article without the presence of a Steward or Chief Steward.

.03 Should a member feel that he/she has been unjustly suspended or discharged, he/she shall by the end of the fifth (5th) 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 member is to be reinstated, in no case is the monetary compensation to exceed the amount which the suspended or discharged member would have earned during normal working hours through the period that he/she was unable to work because of the suspension or discharge action. Furthermore, if the member was otherwise employed during his/her 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, members in the bargaining unit before September 1, 1982 earn vacation pay based on the length of continuous service from the date of last hire as set out below:

(a) A member earns vacation at a rate of 6% of salary* for each year of the first two (2) years.

(b) Upon completion of two (2) full years, vacation is earned at a rate of 8% of salary* per year.

(c) Upon completion of twenty (20) full years an additional 2% of salary* will be provided, and thereafter, vacation is earned at a rate of 10% of salary* per year.

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

(a) A member earns vacation at the rate of 6% of salary* for each year of the first six (6) completed years of

continuous service.

(b) Upon completion of six (6) full years of continuous service vacation is earned at the rate of 10% of salary* per year.

(c) Upon completion of nineteen (19) full years an additional 2% of salary* will be provided, and thereafter, vacation is earned at a rate of 10% of salary* per year.

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

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

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

.06 Employees vacation time-off will be provided in accordance with the following schedule:

Employees Earned Vacation Pay Rate	Vacation Time Off
6%	3 weeks
8%	4 weeks
10%	5 weeks

.07 Individuals defined in Article 2, Section .03(a) will not be eligible for vacation time-off as outlined in section .06 above.

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

(a) Current Members - the "salary" will be equivalent to the previous fiscal year's (May 1st - April 30) base earnings (exclusive of overtime) incremented by the base percentage increase negotiated in the following year's agreement. This "salary" amount will become effective on 1 July each year, or the first of the month following ratification of that year's agreement, whichever is later and will remain in effect until the following year's effective date.

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

Article 19

LONG TERM RECOGNITION

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

Article 20A

PREGNANCY LEAVE - Regular Full-Time Employees

.01 This article applies only to employees defined in Article 2, Section .03.

.02 The Employer provides for pregnancy leave for employees to assist them in the continuance of their service at the University.

.03 Should an employee not wish to continue her employment relationship with the University following her pregnancy, she may either resign or reapply for unpaid pregnancy leave under the Employment Standards Act. These latter provisions are available to those employees who have not satisfied the service requirements in .06 below.

.04 Employees are encouraged to discuss the nature of their ongoing commitment to the University with their Manager prior to the initiation of the leave.

.05 Upon return to work, the employee is to return to the same position and salary.

.06 The Employer provides for pregnancy leave for employees who have worked for the University for at least 13 weeks of continuous service, and the University S.U.B. plan for employees who have worked for the University for at least (1) year as of the probable date of delivery.

.07 An employee is expected to work for the University for at least six months following the date of her return from her pregnancy leave. Should an employee not satisfy this condition, she will be indebted to the Employer for the sum of the monies paid to her by the Employer during her pregnancy leave.

.08 Pregnancy leave is a flexible leave for up to seventeen weeks with pay and benefits as specified in Section .09 and .10 below.

.09 An employee who qualifies for pregnancy leave under the provisions of this article is eligible for:

(a) 95% of the salary at the time of the initiation of the leave paid by the Employer for the initial two-week waiting period prior to the commencement of Unemployment Insurance; and

(b) the difference between Unemployment Insurance benefits and 95% of the salary at the time of the initiation of the leave, not to exceed fifteen weeks, paid by the

Employer, provided the employee has applied for and is in receipt of Unemployment Insurance Benefits.

In no case will the total amount of the Supplemental Unemployment Benefits, unemployment gross benefits and any other earnings received by the employee exceed 95% of the employee's salary at the time of the initiation of the leave.

(c) Employees do not have a right to this payment except for supplementation of Unemployment Insurance benefits during the unemployment period as specified in this article.

.10 During the period of paid pregnancy leave, the Employer will continue the employee on full benefits through regular payroll deductions.

.11 Pregnancy leave may be initiated by that employee at any time within seventeen weeks of the expected delivery date.

.12 Pregnancy leave ends no later than seventeen weeks from the beginning of the leave.

.13 Leave in excess of seventeen weeks required for medical reason relating directly to an employee's pregnancy and/or delivery of an infant may be treated in accordance with Article 29 Sick Leave. In such case, the employee should immediately contact the Manager.

.14 Leave of absence in excess of the seventeen-week period, except for medical reasons (see .13 above) may be taken without salary in accordance with the Parental Leave policy for up to an additional eighteen weeks and for additional time under Article 28 Leave of Absence.

.15 Vacation entitlement and seniority continue to accumulate during this leave.

.16 An employee shall provide her Manager with as much advance notice as possible for the anticipated date of birth and discuss her future plans with regard to her employment at the University.

.17 The employee should make application through her Manager for pregnancy leave at least three months in advance of the expected date of delivery (as confirmed by a doctor's certificate).

.18 A counselling session may be arranged with Pensions & Benefits to provide information and assistance with the completion of the necessary documentation under this Policy.

Article 20B

PREGNANCY LEAVE - Non-Regular Full-Time Employees

.01 This article applies only to individuals defined in Article 2 Section .03(a).

.02 The Employer provides for pregnancy leave to female individuals who have worked for the University for at least **13** weeks of continuous service as of the probable delivery date.

.03 Pregnancy leave is a flexible **17** week leave without pay. Vacation and seniority continue to accrue during this leave.

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

.05 Individuals 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.**

.06 Leave may be initiated by the individual to begin pregnancy leave earlier if because of pregnancy she is having difficulty keeping up with the demands of the job.

.07 The Leave is for no more than **17** weeks from the beginning of the leave; 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 individual 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.

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

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

Article 20C

PARENTAL LEAVE

.01 In accordance with the provision of the current Employment Standards Act, a member, with thirteen weeks of continuous service is eligible for a flexible eighteen week leave period extended to the parents of a newborn or newly adopted child, as outlined in this article.

(a) The mother of a newborn child is eligible for such leave immediately following the pregnancy leave unless the child has not come into the full custody, care and control of a parent for the first time due to **hospitalization.**

(b) The father of a newborn child is eligible for the leave within thirty-five weeks after the child is born or comes

into the full custody, care and control of a parent for the first time.

(c) Parents of a newly adopted child are eligible for the leave within thirty-five weeks after the child comes into the full custody, care and control of a parent for the first time.

.02 Members shall provide their Supervisor with as much advance notice as possible of the anticipated date on which the leave is to commence, but in any case a minimum of two weeks notice is required.

.03 Only ten (10) weeks of the total parental leave period may be eligible for E.I. benefits. These benefits may be claimed by one parent or shared between both parents.

.04 Vacation entitlement and seniority continue to accumulate during this leave.

.05 During the period of parental leave, the Employer will continue the employee on the benefits normally fully paid by the Employer.

Article 21

EDUCATIONAL ASSISTANCE

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

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

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

a) For courses taken for credit at The University of Western Ontario, the member will be reimbursed 100% of the equivalent undergraduate tuition fee per course. Tuition fees eligible for payment do not include any supplementary expenses such as books, lab fees or activity fees.

b) For other courses, reimbursement will be on the basis of the tuition fee and materials fees (except books) of each course to a maximum of the tuition cost of one full undergraduate course at The University of Western Ontario per year (the year being May 1 to April 30).

c) The course completion date will be the date used to determine the year to which the policy will apply.

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

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

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

Member's Procedures

.07 Applications for Educational Assistance are available in the Department of Employee Relations, Room 262, Stevenson-Lawson Building.

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

.09 Applicants will be advised as soon as possible whether their application has not been approved.

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

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

Article 22

BEREAVEMENT LEAVE

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

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

Article 23

COMPASSIONATE LEAVE

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

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

Article 24

GUARANTEED HOUSING LOAN

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

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

Article 25

HEALTH CARE APPOINTMENTS

.01 Whenever possible, members will arrange medical, dental, and Employee Assistance Program appointments at times other than working hours.

.02 When it is not possible to make health care appointments outside working hours, members 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 member'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 members, 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 member is entitled to one floating holiday to be taken, subject to the work requirements of the section, at the member's request. Such request should be made by the employee at least one week in advance of the specific holiday.

.03 A member is eligible for holiday pay as described above if present on his/her 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 member, 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 member.

.07 Members 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 member and the Supervisor prior to the work being undertaken on a holiday. If time off is the agreed-upon method of reimbursement, such entitlement must be used during that same or following three months.

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

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

Article 27

JURY OR WITNESS DUTY PAY

.01 A member who is subpoenaed for jury or crown witness duty will receive for each day of absence thereof the difference between the member's regular pay computed at the member's base hourly rate and the amount of jury or witness fee received, provided that the member 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 members 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) members 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 paid to those members granted leaves under this Section. It is further understood that the total of such leave requests will not exceed twenty (20) working days per member within any twenty-four (24) month period.

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

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

(a) As a matter of convenience to those persons who are elected to the Executive Committee of the Union, the University agrees to continue payment of wages at the normal rate of pay for the period of time members of the Union Executive Committee are in attendance at regular Union meetings. In consideration of the Employer's action in this regard, the Union agrees to reimburse the Employer for the full cost of the wages paid to members of the Union Executive Committee while in attendance at regular Union meetings upon the receipt of an invoice to be provided to the Treasurer of the Union by the Employer. Nothing in the within clause shall be so interpreted or construed as to require the Employer to pay wages for attendance at regular meetings of the Union held outside the scheduled working hours of a member. If mutually agreeable between the Employer and the member, the member 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 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 a member. If mutually agreeable between the Employer and the member, the member may make up the time.

Article 29

SICK LEAVE

.01 Subject to .06 below, members are eligible to receive full salary while absent from work due to illness or injury to a maximum of 15 consecutive weeks, except as described in .01(a) and (b) below.

(a) A member is entitled to the unused portion of the original 15 week period of sick leave if there is a recurrence of the same or related illness or injury during the first 3 weeks following an employee's return work on a full-time basis. Return to work on a full-time basis means the employee is able to work his/her normal weekly schedule and perform the essential duties of his/her classification.

(b) A member is entitled to the unused portion of the original 15 week period of sick leave if any illness or injury occurs while the member is participating in a Rehabilitation and Accommodation program.

.02 Subject to Article 29.01 above, members who return to work on a full-time basis from any sick leave regardless of duration are again eligible for the full 15 weeks of sick leave. Return to work on a full-time basis means the member is able to work his/her normal weekly schedule and perform the essential duties of his/her classification.

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

(a) In any event, at the beginning of an absence and at regular intervals thereafter (e.g. every two weeks), the member will keep his/her Supervisor informed of his/her medical status and tentative return to work date.

(b) At the time of his/her return to work after each sick

leave absence of two weeks or more the member must provide his/her Supervisor with a physician's note certifying that the member has been in the care of a physician and:

i) that the member is able to return to work on a full time basis without restrictions,

or

ii) that the member is able to return to work, with the nature and duration of any work restrictions described.

.04 All Worker'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 member. If the disability continues, Worker's Compensation will pay the employee directly.

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

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

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

Article 30

CLOTHING

.01 Each member 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 member and laundered by the member,

(b) pant suits when required for replacement (maximum of 2 per year), purchased by the Employer for the member and laundered by the member, 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, members may be required to wear banquet uniforms.

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

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

following:

(i) Where safety-toe and non-skid soles are required, the Employer agrees to pay up to **\$50** annually for the purchase of such shoe upon submission of a receipt.

(ii) Where non-skid soles are required, the Employer agrees to pay up to **\$30** annually for the purchase of such shoe upon submission of a receipt.

Article 31

EMERGENCY CLOSING POLICY

.01 Members 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, members 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 Department of Pensions and Benefits at the time of layoff or leave.

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

.04 Individuals defined in Article **2**, Section **.03(a)** will not be covered under this Article. However, Individuals under this Agreement will receive an additional payment of **\$.45** per hour for each straight time hour worked in order to cover the benefit differential. This additional payment will not be included for the purpose of computing any premium or overtime payment.

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

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

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

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

Article 33

CONTRACTING OUT

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

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

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

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

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

- i) if a position is open elsewhere in the bargaining unit at the permanently laid-off member's classification level or lower, the most qualified such member affected, who has the minimum required qualifications, will be offered the position and provided a maximum of four (4) months job-related training.
- ii) if a position is open outside the bargaining unit within

the University, the permanently laid-off member will be given consideration provided the member is qualified to perform duties and responsibilities of that position. The Department of Employee Relations and the hiring Department will be responsible for assessing the qualifications and suitability of the candidate, and

iii) in the event the preceding options are not available, relocation counselling will be provided through the Department of Employee Relations of the University.

Article 34

WAGES

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

Article 35

CHRISTMAS DESIGNATED DAYS

.01 The University will designate between one and three days off during the Christmas period.

.01(a) Members who are scheduled to work on these designated days will be provided equivalent straight time off for all hours worked.

Article 36

DURATION

.01 This Agreement covers the period from July 1, 1998 until June 30, 2000 and shall continue automatically thereafter for periods of one year unless either party informs the other in writing not less than 30 days prior to the expiration day that it desires to amend or terminate this Agreement.

In witness whereof, the Parties have executed this Agreement as of the 2nd day of December 1998.

For the University

For the Union

APPENDIX A

C.U.P.E 2692 SALARY SCHEDULE

THE UNIVERSITY OF WESTERN ONTARIO

[I 2 Month Regular Full-Time Employees]

Effective:

1 July 1998 to 30 June 1999

Job Classification 1 JULY 1998 - 30 JUNE 1999 SALARY							
Job Level	Hours /Week	Min Start	After 3 Mths	After 6 Mths	After 1 Yr	After 2 Yrs	Max 3 Yrs
	\$	\$	\$	\$	\$	\$	\$
Food Service Asst	40	20072	24336	24711	25148	25959	26812
		9.65	11.70	11.88	12.09	12.48	12.89
Sr. Food Svc. Asst.	40	21216	25751	26146	26604	27477	28351
		10.20	12.38	12.57	12.79	13.2	13.63
Food Supervisor I	40	22360	27144	27664	28122	29100	29994
		10.75	13.05	13.30	13.52	13.99	14.42

Job Level	Hours/ Week	Min Start	After 3 Mths	After 6 Mths	After 1 Yr	After 2 Yrs	After 3 Yrs	Max 4 Yrs
		\$	\$	\$	\$	\$	\$	\$
Food Supervisor II	40	23837	29016	29453	29952	30992	31908	32844
		11.46	13.95	14.16	14.40	14.90	15.34	15.79
Food Supervisor III	40	27706	-	33821	35007	36213	37524	38813
		13.32	-	16.26	16.83	17.41	18.04	18.66

Job Level	Hours /Week	Min Start \$	After 3 Mths \$	After 6 Mths \$	After 1 Yr \$	After 2 Yrs \$	Max 3 Yrs \$
Cook	40	18866	21383	21778	22194	23109	25605
		9.07	10.28	10.47	10.67	11.11	12.31
Cook I	40	19448	22776	23255	23754	24711	26666
		9.35	10.95	11.18	11.42	11.88	12.82

Job Level	Hours /Week	Min Start \$	After 3 Mths \$	After 6 Mths \$	After 1 Yr \$	After 2 Yrs \$	After 3 Yrs \$	Max 4 Yrs \$
Cook II	40	20925	24628	25064	25564	26604	27519	28455
		10.06	11.84	12.05	12.29	12.79	13.23	13.68

Job Level	Hours /Week	Min Start \$	After 6 Mths \$	After 1 Yr \$	After 2 Yrs \$	After 3 Yrs \$	Max 4 Yrs \$
Chef	40	23588	29432	30618	31804	33135	34424
		11.34	14.15	14.72	15.29	15.93	16.55

Job Level	Hours /Week	Min Start \$	After 6 Mths \$	After 1 Yr \$	After 2 Yrs \$	After 3 Yrs \$	After 4 Yrs \$	Max 5 Yrs \$
For employees hired after 1 July 1986								
Food Storeperson I	40	16786	20967	21674	22464	23234	23983	24773
		8.07	10.08	10.42	10.80	11.17	11.53	11.91
Food Storeperson II	40	17743	22173	22984	23858	24773	25605	26500
		8.53	10.66	11.05	11.47	11.91	12.31	12.74
Food Storeperson III	40	19594	24524	25356	26375	27373	28372	29370
		9.42	11.79	12.19	12.68	13.16	13.64	14.12
For employees hired before 1 July 1986								
Food Storeperson I	40	17472	21840	22610	23400	24170	25002	25834
		8.40	10.50	10.87	11.25	11.62	12.02	12.42
Food Storeperson II	40	18471	23109	23962	24898	25834	26708	27664
		8.88	11.11	11.52	11.97	12.42	12.84	13.30
Food Storeperson III	40	20426	25501	26416	27519	28580	29578	30701
		9.82	12.26	12.70	13.23	13.74	14.22	14.76

C.U.P.E 2692

SALARY SCHEDULE

THE UNIVERSITY OF WESTERN ONTARIO

[12 Month Regular Full-Time Employees]

Effective:

1 July 1999 to 30 June 2000

Job Classification 1 JULY 1999 - 30 JUNE 2000 SALARY							
Job Level	Hours /Week	Min. Start	After 3 Mths	After 6 Mths	After 1 Yr	After 2 Yrs	Max. 3 Yrs
		\$	\$	\$	\$	\$	\$
Food Service Asst.	40	20384	24711	25085	25543	26354	27228
		9.80	11.88	12.06	12.28	12.67	13.09
Sr. Food Svc. Asst.	40	21549	26146	26541	27020	27893	28788
		10.36	12.57	12.76	12.99	13.41	13.84
Food Supervisor I	40	22714	27560	28080	28559	29536	30452
		10.92	13.25	13.50	13.73	14.20	14.64

Job Level	Hours /Week	Min. Start	After 3 Mths \$	After 6 Mths \$	After 1 Yr	After 2 Yrs	After 3 Yrs	Max. 4 Yrs
		\$			\$	\$	\$	\$
Food Supervisor II	40	24212	29453	29911	30410	31471	32407	33343
		11.64	14.16	14.38	14.62	15.13	15.58	16.03
Food Supervisor III	40	28122	-	34341	35548	36775	38106	39396
		13.52	-	16.51	17.09	17.68	18.32	18.94

Job Level	Hours /Week	Min. Start	After 3 Mths	After 6 Mths	After 1 Yr	After 2 Yrs	Max. 3 Yrs
		\$	\$	\$	\$	\$	\$
Cook	40	19157	21716	22111	22527	23463	26000
		9.21	10.44	10.63	10.83	11.28	12.50
Cook I	40	19760	23130	23608	24128	25085	27082
		9.50	11.12	11.35	11.60	12.06	13.02

Job Level	Hours /Week	Min. Start \$	After 3 Mths \$	After 6 Mths \$	After 1 Yr \$	After 2 Yrs \$	After 3 Yrs \$	Max. 4 Yrs \$
Cook II	40	21258	25002	25460	25959	27020	27935	28892
		10.22	12.02	12.24	12.48	12.99	13.43	13.89

Job Level	Hours /Week	Min. Start \$	After 6 Mths \$	After 1 Yr \$	After 2 Yrs \$	After 3 Yrs \$	Max. 4 Yrs \$
Chef	40	23962	29890	31096	32282	33634	34944
		11.52	14.37	14.95	15.52	16.17	16.80

Job Level	Hours /Week	Min. Start \$	After 6 Mths \$	After 1 Yr \$	After 2 Yrs \$	After 3 Yrs \$	After 4 Yrs \$	Max. 5 Yrs \$
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For employees hired after 1 July 1986

Food Storeperson I	40	17056	21300	22007	22818	23588	24357	25148
		8.20	10.24	10.58	10.97	11.34	11.71	12.09

Food Storeperson II	40	18013	22506	23338	24232	25148	26000	26916
		8.66	10.82	11.22	11.65	12.091	2.50	12.94

Food Storeperson III	40	19906	24898	25751	26791	27789	28808	29828
		9.57	11.97	12.38	12.88	13.36	13.85	14.34

For employees hired before 1 July 1986

Food Storeperson I	40	17743	22173	22964	23754	24544	25397	26229
		8.53	10.66	11.04	11.42	11.80	12.21	12.61

Food Storeperson II	40	18762	23463	24336	25272	26229	27124	28080
		9.02	11.28	11.70	12.15	12.61	13.04	13.50

Food	40	20738	25896	26832	27935	29016	30036	31180
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Food Storesperson III	40	20738	25896	26832	27935	29016	30036	31180
		9.97	12.45	12.90	13.43	13.95	14.44	14.99

APPENDIX B

STEWARDS' REPRESENTATION

<u>GROUP REPRESENTED</u>	<u>STEWARDS</u>
Saugeen-Maitland	2
Medway	1
Sydenham	1
Delaware	1
U.C.C.	1
Somerville-Spencer	
All Other Outlets	1
Chief Steward	1
	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 sufficient discharge to the Employer for the amount deducted from my earnings.

Signature

Date.....

Witness.....

APPENDIX D

GRIEVANCE NO.

THE UNIVERSITY OF WESTERN ONTARIO

EMPLOYEE/C.U.P.E. LOCAL 2692

GRIEVANCE FORM

STEP I

GRIEVOR'S NAME _____

CLASSIFICATION _____

DATE OF INCIDENT RESULTING IN ALLEGED
GRIEVANCE _____

ALLEGED GRIEVANCE CONCERNS: ARTICLE S E C T I O N

DISCUSSED WITH MANAGER: YES- NO __ DATE

STEWARD PRESENT: YES ___ NO ___

GRIEVOR'S STATEMENT

ACTION REQUESTED

GRIEVOR'S SIGNATURE _____

DATE _____ STEWARD'S SIGNATURE _____

(MUST BE SIGNED BY THE STEWARD)

DATE GRIEVANCE RECEIVED BY MANAGER _____

MANAGER'S SIGNATURE _____

MANAGER'S DECISION _____

DATE _____

MANAGER'S SIGNATURE _____

APPENDIX D

GRIEVANCE NO.

THE UNIVERSITY OF WESTERN ONTARIO

EMPLOYEE/C.U.P.E. LOCAL 2692

GRIEVANCE FORM

STEP I

IF THE GRIEVOR DOES NOT AGREE WITH THE MANAGER'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 MANAGER.

THE GRIEVOR REQUESTS THAT THE GRIEVANCE PROCEED TO STEP II:

SIGNATURE OF GRIEVOR _____ DATE _____

SIGNATURE OF STEWARD _____ DATE _____

DECISION OF DIRECTOR, FOOD SERVICES

DIRECTOR, FOOD SERVICES

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 DIRECTOR'S, FOOD SERVICES, 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 DIRECTOR, FOOD SERVICES.

THE GRIEVOR REQUESTS THAT THE GRIEVANCE PROCEED TO STEP III.

SIGNATURE OF GRIEVOR _____ DATE _____

SIGNATURE OF STEWARD _____ DATE _____

DECISION OF DIRECTOR, EMPLOYEE RELATIONS

DIRECTOR, EMPLOYEE RELATIONS

SIGNATURE _____ DATE _____

APPENDIX E

PLAN	INSURER	CONTRIBUTIONS	
		EMPLOYER SHARE	EMPLOYEE SHARE
Basic Group Life	Sun Life	Full cost of first \$25,000 of Insurance + an additional 19,000 of insurance funded by E.I. rate reduction	Full cost of insurance in excess of \$44,000 and per cost containment
Extended Health Insurance	Blue Cross	as per cost containment	as per cost containment
Group Long Term Disability Insurance	Canada Life	100%	as per cost containment
Group Dental Plan	Blue Cross	as per cost containment	as per cost containment
Pension Plan**	Several	7.5% Regular monthly salary less CPP premium or 2.5% earnings	6% Regular monthly salary less CPP premium or 2.5% earnings
Canada Pension Plan	Federal Govt.	3.5% of salary to Y.M.P.E.(1999)	3.5% of salary to Y.M.P.E.(1999)
Ontario Hospital Insurance Plan	Provincial Govt.	100%	0%
Employment Insurance	Federal Govt.	as required	as required
Group Life Insurance (optional)	Sun Life	NIL	Full premium according to age and amount of insurance selected
Dependent Life Insurance (optional)	Sun Life	NIL	Full premium according to amount of insurance selected
Accidental Death and Dismemberment (optional)	Westbury Life	NIL	Full premium according to amount of insurance selected
Accidental Family (optional)	Westbury Life	NIL	Full premium according to amount of insurance selected
Additional Pension Plan (optional)	Several	NIL	Voluntary up to maximum allowed under the provisions of the Canadian Income Tax Act

Tax Act

* Effective May 1, 1992: the Long Term Disability Plan will have claim payments indexed by CPI to a maximum of 6%, as calculated annually effective January 1st of each year.

** Effective May 1, 1991: the Employer share increases to 8% regular monthly salary for employees with 10 years of regular full-time service; and for employees with 20 years of regular full-time service the Employer share is 8.5% regular monthly salary.

Individuals (as defined under Article 2 Recognition, Section .03 part (a)) who occupy Female dominated positions, as determined by the Presidential Advisory Committee on Pay Equity (Pay Equity Newsletter volume 1 no. 6)*, shall receive an additional payment for each straight time hour worked in order to cover the benefit differential in accordance with section 1(1) of the Ontario Pay Equity Act and Guideline #12 as issued by the Ontario Pay Equity Commission. This additional payment of \$0.45, which is added to each straight time hour worked, will not be included for the purpose of computing any premium or overtime payment.

***Food Service Assistant, Senior Food Service Assistant and Food Service Supervisors I, II and III.

GROUP INSURANCE BENEFIT PLAN AMENDMENTS

1. GENERIC SUBSTITUTIONS:

Where the drug dispensed is interchangeable with any other drug, the charges for such drug will not exceed the cost of the lowest priced interchangeable drug, unless the written prescription prohibits the dispensing of any substitute for the drug prescribed.

2. PRESCRIPTION DRUGS:

In the treatment of an injury or illness, the following drugs will be considered eligible expenses if dispensed by a licensed physician, dentist, or by a licensed pharmacist on the written prescription of a licensed physician or dentist;

a) drugs legally requiring a prescription in accordance with the Food and Drug Act, Canada or similar provincial legislation;

b) drugs not legally requiring a prescription, but which are in an injectable format, or are life-sustaining and identified under the following headings in the Therapeutic Guide section of the then current Compendium of Pharmaceutical and Specialties;

- anti-anginal agents
- anticholinergic preparations
- antiparkinsonism agents
- anti-arrhythmic agents
- bronchodilators
- glaucoma therapy

- antihyperlipidemic agents
- insulin preparations
- hyperthyroidism therapy
- oral fibrinolytic agents
- parasympathomimetic agents
- potassium replacement therapy
- tuberculosis therapy
- topical enzymatic debriding agents
- anti-inflammatories
- anti-histamines

3. FORMULARY:

CUPE 2692 agrees to participate equally with the administration and other employee groups in the establishment of a drug formulary.

4. DENTAL PLAN:

Regular Dental Examinations:

No benefit will be paid for more than one routine dental examination and cleaning for a covered person during any period a nine consecutive months.

5. LONG TERM DISABILITY:

During the first 24 months of absence, staff members will be considered to be disabled and eligible for benefits if they are unable to perform their "own occupation". Beyond 24 months individuals who are not able to perform the duties of their own or any other occupation for which they are reasonably fitted by education, training or experience and which have salary rates equal to at least 75% of their Indexed Pre-Disability Monthly Earnings, will continue to be considered disabled.

APPENDIX E

C.U.P.E. LOCAL 2692 - BENEFIT COST CONTAINMENT

	MONTHLY COSTS	
	SINGLE *	FAMILY *
BASIC LIFE	\$5.65	\$5.65
EXTENDED HEALTH INSUR. PLAN	\$30.99	\$78.81
VISION CARE	\$2.88	\$7.34
DENTAL PLAN	\$27.97	\$74.78
**LONG TERM DISABILITY	\$48.62	\$48.62
BASE MONTHLY COST	\$116.11	\$215.20

1. The average monthly costs for the above benefits for the fiscal year 1995/96, for single and family, would be the University contribution to these plans.

2. In any subsequent year, should the average monthly costs of the above group insurance benefits, as they apply specifically to the C.U.P.E. 2692 constituency, exceed the 1995/96 costs, individual plan members will be responsible for paying the difference by **salar** deduction.

3. The incremental cost increase, if any, for individual members will be determined based upon their single or family status under the plans.

For example, if the average benefits cost for the fiscal year 1997/9 increased by \$5.00 per month for the single group and \$10.00 for the family group over the 1995/96 rates cited above, members would be charged the appropriate increased cost (\$5.00 for single and \$10.00 for family) through payroll deduction commencing July 1998.

*Based on individual member costs on a single-family premium basis for the following groups; U.W.O.P.A., ENGINEERS, C.U.P.E. LOCALS 2361 & 2692.

**Note: Monthly Costs for Long Term Disability are based on the fiscal year 1998/99.

APPENDIX F

December 15, 1998

Letter of Understanding

between

The University of Western Ontario

and

Canadian Union of Public Employees, Local 2692

Re: Job Posting

If, when schedules are prepared there is a position of more than **24 regularly scheduled** hours per week for the duration of the academic term (September to December or January to April) identified, and there is no member of the bargaining unit to fill the position, the position will be posted as a Union position as per Article 12 of the Collective Agreement.

If, after the schedules for the academic term have been established and a non-bargaining unit employee is **regularly scheduled** for more than **24** hours per week for the duration of the academic term the position will be posted as a Union position as per Article 12 of the Collective Agreement.

This Letter of Understanding will be effective upon ratification of the Collective Agreement and unless renewed by the parties, will become null and void at the end of the duration of the Collective

Agreement.

Frank Miller,
Director of Food Services

Bob Graham,
President, C.U.P.E. 2692

APPENDIX G

December 15, 1998

Letter of Understanding

between

The University of Western Ontario

and

'Canadian Union of Public Employees, Local 2692

Re: Sick Leave

1. Employees who have been absent one full work day or more on more than three separate occasions during any May 1 - April 30 period will not be paid for the first three days of any subsequent absence due to illness or injury. Employees will be entitled to two partial day pay incidence due to illness. For any subsequent partial day absence due to illness, employees will be compensated only fo those hours worked.
2. Any illness lasting for more than three days will require a doctor' certificate upon the employee's return to work.
3. After the third sick leave occurrence, a memo will be sent from Food Services Personnel to the employee and the Manager of the Unit for each sick leave thereafter during the fiscal year:
4. In situations where an employee is ineligible for sick leave as a result of provision 1 above, and extenuating circumstances are involved, the employee may request a waiver of the application of that provision. The employer will discuss the issues with the Union and the employee and decide whether a waiver would be granted.
5. If the sick leave is deemed acceptable by the Sr. Director, Housing and Food Services, the employee will be reimbursed on the following paycheck.
6. Due to excessive sick leave in Food Services, a committee mad up of Union and Food Service Management will be established to address the problem. The plan will involve increased monitoring of sick leave and strict enforcement of abuses.
7. If sick leave cost can be reduced by 30%, the clause concerning three (3) days penalty will be removed.

This Letter of Understanding will be effective upon ratification of the

Collective Agreement and unless renewed by the parties, will become null and void at the end of the duration of the Collective Agreement.

Frank Miller,
Director of Food Services

Bob Graham,
President, C.U.P.E. 2692

APPENDIX H

December 15, 1998

Letter of Understanding

between

The University of Western Ontario

and

Canadian Union of Public Employees, Local 2692

Re: On-Call

In reference to part-time, on-call or seasonal staff in "B" and "C" grouping:

Employees hired for part-time positions, with schedules designated as less than **24** hours per week, or employees hired on an on-call basis, are considered non-union staff.

Any hours worked by "B" Group employees during the summer lay-off period (April-September), are not eligible to be computed towards "A" Group status, unless other wise posted.

Part-time/on-call staff may be called in for more hours then initially scheduled, when they are needed. All hours worked will not be counted towards "union" eligibility.

The purpose of allowing part-time staff to work additional hours (without tallying these hours towards "union" eligibility) is to permit part-time staff to earn additional money and to efficiently replace staff who did not report to work. Without this exception, these staff members would be restricted to work only their scheduled hours to preclude additional staff from obtaining "union" status where no such vacancies exist.

This Letter of Understanding will be effective upon ratification of the Collective Agreement and unless renewed by the parties, will become null and void at the end of the duration of the Collective Agreement.

Frank Miller,
Director of Food Services

Bob Graham,
President, C.U.P.E. 2692

APPENDIX I

December 15, 1998

Letter of Understanding

between

The University of Western Ontario

and

Canadian Union of Public Employees, Local 2692

Re: Scheduling

To avoid disrupting staff and maintain the service requirements in units and to **recognized** staff seniority, Food Services and **CUPE** Local **2692** have agreed to **re-align** work schedules in the Residence Operations and Cash Operations at five separate times. These times will be:

- a) Beginning of September
- b) Week following Thanksgiving
- c) Beginning of January
- d) Week following Reading Week
- e) Beginning of May

The schedule will be aligned on the basis of:

- a) Seniority
- b) Skills and ability
- c) Classification
- d) Operational Requirements
- e) Where possible the desire/needs of an employee

This Letter of Understanding will be effective upon ratification of the Collective Agreement and unless renewed by the parties, will become null and void at the end of the duration of the Collective Agreement.

APPENDIX J

December 15, 1998

Letter of Understanding

between

The University of Western Ontario

and

Canadian Union of Public Employees, Local 2692

Re: Catering Banquets and Overtime

The parties agree that members will not be paid overtime rates but rather will receive straight time, when they volunteer to work catering banquets. This reflects the fact that the work is exempt from the 44 hours overtime provisions in Employment Standards A due to the Union's agreement, the fluctuating nature of Food Services work, and the fact it is voluntary.

This Letter of Understanding will be effective upon ratification of the Collective Agreement and unless renewed by the parties, will become null and void at the end of the duration of the Collective Agreement.

Frank Miller,

Director of Food Services

Bob Graham,

President, C.U.P.E. 2692

APPENDIX K

December 15, 1998

Letter of Understanding

between

The University of Western Ontario

and

Canadian Union of Public Employees, Local 2692

Re: Joint Disability Management Committee

The parties have agreed to establish a Joint Disability Management Committee in order to establish, implement and modify a program to support injured/ill employees in remaining or returning to work. This Committee will be made up of equal representation from **CUPE 2692** and Management and one resource person from Pension and Benefits as follows:

CUPE 2692

3 Union Members

Management

2 Food Services Management

1 Employee Relations

Resource Person

1 Pension and Benefits

This Letter of Understanding will be effective upon ratification of the Collective Agreement and unless renewed by the parties, will become null and void at the end of the duration of the Collective Agreement.

Frank Miller,

Director of Food Services

Bob Graham,

President, C.U.P.E. 2692

APPENDIX L

December 15, 1998

Letter of Understanding

between

The University of Western Ontario

and

Canadian Union of Public Employees, Local 2692

Re: Payment in Lieu of Benefits

The parties have agreed as per Article 32.04 to provide Individuals under the Collective Agreement with a payment of \$.45 in lieu of benefits. For those Individuals who currently do not receive this payment it shall be phased in as follows:

Effective July 1, 1999
\$.25

Effective July 1, 2000
\$.20

Frank Miller,

Director of Food Services

Bob Graham,

President, C.U.P.E. 2692

[btmtool1.htm]