

# Collective Agreement



**between**

**McMaster University  
(the Employer)**

**and**

**UNIFOR  
and its LOCAL UNION NO. 5555  
(the Union)**

Operations & Maintenance  
(Unit 5)

**2019 - 2020**

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## **PURPOSE/PREAMBLE**

The general purpose of this Agreement is to establish an orderly collective bargaining relationship between McMaster University and its Employees represented under this Agreement by the Unifor Local 5555, to ensure the timely handling and disposition of complaints and grievances and to set forth an Agreement covering rates of pay and other working conditions.

The Parties agree to work together to achieve a climate of mutual respect to promote and enhance a professional working relationship appropriate for the promotion of excellence at McMaster University.

The Parties agree to conduct their employment relations involved in the administration of this Agreement in good faith and in a fair and reasonable manner.

## **ARTICLE 1 - TERM**

- 1.01 This Agreement shall be effective from the date the parties exchange notice of ratification and shall continue in effect up to and including November 30, 2020.
- 1.02 This Agreement shall continue automatically thereafter for annual periods of 1 year, unless either Party notifies the other in writing, within a period of 120 calendar days immediately prior to the expiration date, that it desires to amend or terminate this Agreement.
- 1.03 If notice to bargain is given by either Party, the Parties shall meet within 21 days, or as otherwise agreed by the Parties, for the purpose of commencing negotiations.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The University recognizes the Union as the sole and exclusive bargaining agent of all Employees of McMaster University involved in the maintenance and service of grounds and buildings of the University located at 1280 Main Street West, Hamilton, Ontario, save and except:
  - (a) supervisors and persons above the rank of supervisor;
  - (b) stationary engineers and persons primarily engaged as their helpers;
  - (c) employees in other bargaining units for which any trade union holds bargaining rights under the *Labour Relations Act, 1995*, S.O. 1995, c 1, Sch.A, as amended; and
  - (d) students hired for the school vacation period.

## **ARTICLE 3 – DEFINITIONS**

- 3.01 In this Agreement, the following terms shall be defined as set out in this Article, unless a contrary intention is expressly provided for elsewhere in this Agreement.

**“Agreement”** is the collective agreement between McMaster University and Unifor and its Local 5555.

**“Bargaining Unit”** is defined as set out in Article 2.

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

**“Days”**: refers to calendar days unless otherwise specified.

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

**“Employee”** when printed with an initial upper case letter is an employee of McMaster University who is within the Bargaining Unit as defined by Article 2.

**“Employer”** refers to McMaster University (the University).

**“Parties”** shall be deemed to be McMaster University (the University) and Unifor and its Local 5555 (the Union, also referred to as the Local or Local Union).

**“Pension Plan”** shall mean the Contributory Pension Plan for Hourly-Rated Employees of McMaster University, including McMaster Divinity College.

**“Spouse”** is defined as a person married to an Employee, or a person who has been cohabiting with an Employee in a conjugal relationship continuously for a period of not less than 1 year.

**“Supervisor”** is the person who directs an Employee’s work or to whom an Employee normally reports. This person may also be referred to as “Manager”.

**“Union Representative”** means a person who has been duly authorized to represent the Union through election or appointment in accordance with the Unifor Constitution or Local 5555 By-Laws.

**“Union Steward”** means an Employee who has been duly authorized to represent Unifor Local 5555.

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

### **3.02 Types of Employees**

- (a) **Employee(s):** refers to any and all Employee(s) in the Bargaining Unit and may be either a Full-time Employee or a Part-time Employee as those terms are defined herein.
- (b) **Full-time Employee(s):** refer to any and all Employee(s) regularly working 40 hours per week, and in job classifications 1 – 10, or any Grandparented Employee(s).
- (c) **Part-Time Employee(s):** refers to Employee(s) in Classification 2 or 3 who regularly work no more than 24 hours per week and includes all those employed, as at the date of ratification, in the (former) CC Classification.
- (d) **Grandparented Employee(s):** means a Full-time Employee(s) hired prior to the date of ratification, and in the (former) position of Custodian 4 or Custodian 3; Grandparented Employees are in Classification 2 or 3 of the wage grid in Appendix A.
- (e) **Temporary Employee(s):** refers to any Employee hired to work in a position with a duration of no more than 52 weeks, regularly working 40 hours per week, and in job classification 4-10.

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

## **ARTICLE 4 - MANAGEMENT RIGHTS**

### **4.01 Management Rights**

- (a) The Union acknowledges that it is the Employer's right to manage and operate the business of the Employer in all aspects subject to the terms and conditions of this Agreement and that all rights of the Employer shall be reserved to it. Without limiting the generality of the above, these management functions include, but are not limited to its right to:
- i. maintain order, discipline and efficiency, including the right to plan, direct and control the workforce, and otherwise generally manage the University;
  - ii. hire, select, locate, classify, promote, demote, transfer, retire, layoff, or recall Employees;
  - iii. discharge, suspend or otherwise discipline Employees, recognizing that a claim of unjust discipline or discharge by an Employee may be the subject of a grievance and dealt with as hereinafter provided;
  - iv. transfer or cease any position, department, programme operation or service; and,
  - v. establish, enforce and alter from time to time reasonable rules and regulations to be observed by Employees.
- (b) In the event that it is alleged that the University has exercised any of the foregoing rights contrary to the provisions of this Agreement, the matter may be the subject of a grievance and dealt with as hereinafter provided.

**4.02** The Employer agrees that it will not exercise its functions as set out in this Article in a manner inconsistent with the express provisions of this Agreement and reiterates its commitment to administer the Agreement in good faith and in a fair and reasonable manner.

## **ARTICLE 5 – UNION REPRESENTATION AND DUES**

### **5.01 Union Dues**

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

- (e) Every Employee of the Bargaining Unit who is now, or hereafter becomes a member of the Union, shall maintain her membership in the Union.
- (f) Every new Employee shall, within 30 days after the commencement of her employment, become a member of the Union. The Employer will inform new Employees of this requirement and will deduct and remit to the Union all union dues, assessments and initiation fees, as directed by the Union.

#### **5.02 Union Representation**

- (a) The Union shall provide to the Employer the names of its elected or appointed Union Representatives and Union Stewards, including their titles and areas of jurisdiction. To the extent feasible, the Union will provide the effective dates and terms of appointment.
- (b) The Union shall advise the Employer within 10 days of appointment or election or of any subsequent changes. All Union committee members, Union Representatives and Union Stewards will have completed their probationary period with the Employer.
- (c) The Employer agrees to recognize up to 10 total Union Representatives and Union Stewards who will be authorized to represent Employees.

#### **5.03 Union Negotiating Committee**

- (a) The Employer shall recognize a Union Negotiating Committee that may include, as determined by the Union:
  - i. the President of Unifor Local 5555;
  - ii. the Unit 5 Chairperson;
  - iii. up to 4 other Employees, as identified by the Union; and
  - iv. other individuals not employed at the University, as identified by the Union.
- (b) The Unit 5 Chairperson and up to 4 other Employees on the Union Negotiating Committee shall not suffer any loss of regular pay or benefits for the days of negotiations with the Employer up to and including conciliation.

#### **5.04 Union Release Time**

- (a) It is acknowledged by the Parties that all Union Representatives and Union Stewards have regular duties to perform as Employees of the Employer. Therefore, Union Representatives and Union Stewards will not leave their duties without first obtaining the permission of their Supervisor, or designate. Requests for Union Release Time, paid or unpaid, shall not be unreasonably denied.

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

- (b) Subject to Article 5.04(a), release time shall be granted to the Union Representative or the Union Steward, with no loss of regular pay or benefits, from regularly scheduled hours, for the following purposes:
  - i. to represent the Union on committees and task forces that are created at the invitation of the Employer;
  - ii. to participate in Labour Management Committee meetings;
  - iii. to represent Employees in grievance meetings;
  - iv. to attend meetings with the Employer which may include matters of absences due to illness or injury; and
  - v. to conduct Employee orientations in accordance with Article 25.



### **Regularly Scheduled Unifor Local 5555 Representative Meetings**

- (c) The Union Representatives and Union Stewards shall be entitled to 1 hour per month, immediately before or after their regularly scheduled lunch period, without loss of pay or benefits, and without the need to obtain permission from their Supervisor for the purpose of attending regularly scheduled Unifor Local 5555 representative meetings.
- (d) The Union Representative or Union Steward shall provide their Supervisor with at least 2 weeks' notice of each regularly scheduled meeting.
- (e) The time absent due to attendance at the meeting will be made up by the Union Representative or Union Steward within the week in which the meeting is held unless otherwise agreed with her Supervisor and will in no case result in overtime.

### **Unpaid Release Time**

- (f) Subject to Article 5.04(a), any release time required by a Union Representative or Union Steward to attend to Union business other than for the purposes outlined in Article 5.04(c) when granted will be without pay or granted with an agreement that the time absent will be worked at a later date.
- (g) Should the Union wish to reimburse the Employer for the wages of a Union Representative or Union Steward who is granted unpaid release time, the Union shall provide the Employer written notification. Upon receiving written notification, the Employer shall continue to pay the Union Representative or Union Steward for such release time under this Article.

### **General Meetings**

- (h) All Employees shall be entitled to two one-hour leaves, with no loss of regular pay or benefits, each fiscal year for the purposes of attending General Meetings of the Union on the University's main campus.
- (i) The Union shall provide the University with written notification of the dates and times of these meetings at least 30 days in advance. An Employee who plans to attend shall provide reasonable notice to their Supervisor.

### **5.05 Union Representatives' Release Time**

- (a) The following Union Representatives shall be entitled to release time, in accordance with this Article 5.05:
  - i. the President of Unifor Local 5555;
  - ii. the Vice-President of Unifor Local 5555;
  - iii. the Financial Secretary of Unifor Local 5555;
  - iv. the Unit 5 Chairperson;
  - v. the Health & Safety Coordinator of Unifor Local 5555;
  - vi. the Women's Advocate of Unifor Local 5555; and,
  - vii. the Employee and Family Assistance Program (EFAP) Representative of Unifor Local 5555.
- (b) The President of Unifor Local 5555, the Vice-President of Unifor Local 5555, the Financial Secretary of Unifor Local 5555, the Unit 5 Chairperson, and the Health & Safety Coordinator, shall be entitled to a full-time leave without loss of regular compensation and benefits, to a maximum of regular full-time hours. There shall be no entitlement to any premium or overtime payments while on full-time leave. The Women's Advocate shall be entitled to leave in accordance with Article 29.

- (c) In the event any of the named Union Representatives are Employees, the Union shall reimburse the Employer for the cost of compensation and benefits.
- (d) All service or seniority-based entitlements shall continue to apply or accrue during leave, for example: seniority, wage rate increases, vacation and Union dues.
- (e) In the event any of the named Union Representatives are Employees, The President, the Vice-President, the Financial Secretary, the Unit 5 Chairperson, and the Health & Safety Coordinator of Unifor Local 5555, shall return to their regular positions at the end of leave, provided the positions have not been declared redundant during leave. In the event of a redundancy, Article 17 shall apply.
- (f) In the event any of the named Union Representatives are Employees, the Employer may backfill the positions formerly held by the President, the Vice-President, the Financial Secretary, the Unit 5 Chairperson, and the Health & Safety Coordinator of Unifor Local 5555, on a temporary basis during leave and fill any vacancy so created on the same temporary basis.
- (g) It is acknowledged that the President, the Vice-President, and/or the Financial Secretary may or may not be an Employee. This Article 5.05 shall only apply to the President, the Vice-President and/or the Financial Secretary of Unifor Local 5555 when they are an Employee. In the event they are an employee of the University but in another bargaining unit, the terms of the applicable collective agreement shall apply with respect to release from their regular position.

#### **5.06 Expert Advisors**

- (a) The Employer recognizes that the Union has the right at any time to call upon the assistance and presence of a duly authorized representative from a law firm or other qualified representative of the Union's choice. Such duly authorized representatives will have access to the Employer's premises to consult with Union Representatives/Stewards and/or Employees.
- (b) Release time for such Union Representatives/Stewards and Employees to meet with a duly authorized representative shall be provided in accordance with Article 5.04.

#### **5.07 Agreement Compliance**

No Employee, other than the President of Unifor Local 5555, the Unit 5 Chairperson or their designate(s), will be required or permitted to make any written or verbal agreement that conflicts with the terms of this Agreement. The President of Unifor Local 5555 shall provide the Director, Employee/Labour Relations, with the names of such designate(s).

#### **5.08 Union Bulletin Boards**

The Employer will install and maintain a reasonable number of bulletin boards on University premises for posting of Unifor and its Local 5555's material.

### **ARTICLE 6 - COMPLAINT/GRIEVANCE AND ARBITRATION PROCEDURE**

- 6.01** It is the mutual desire of the parties that complaints by Employees be addressed as quickly as possible and it is understood that an Employee will normally, in good faith, first give their immediate Supervisor or an appropriate University representative an opportunity to address the complaint.

## **6.02 Union Grievance Committee**

- (a) The Employer shall recognize a Union Grievance Committee which consists of:
  - i. the President of Unifor Local 5555 or designate;
  - ii. the Unit 5 Chairperson or designate; and
  - ii. the Union Representative or Union Steward who is representing the grievor(s).
- (b) Union Grievance Committee members shall be provided time off work in accordance with Article 5.

## **6.03 Grievance Definition**

A grievance is defined as any difference arising out of the interpretation, application, administration or alleged violation of the provisions of this Agreement. Any reference in any Article to the right to grieve by an Employee or by the Union is solely for the purpose of emphasis.

## **6.04 Types of Grievances**

- (a) Individual Grievance - a grievance alleging a violation of this Agreement affecting one Employee.
- (b) Group Grievance - a grievance alleging a violation of this Agreement affecting more than one Employee. Such grievances shall be initiated within 45 Working Days of the circumstances giving rise to the difference and will commence at Step 1 of the grievance procedure. A Group Grievance shall be signed by each Employee who is grieving and a member of the Union Grievance Committee.
- (c) Policy or Union Grievance - a grievance initiated by the Union on matters which involve the interpretation, application or administration of the Agreement in whole or in part. Such grievances shall be initiated within 45 Working Days of the circumstances giving rise to the difference and will commence at Step 2 of the grievance procedure with the Director, Employee/Labour Relations.
- (d) University Grievance - a grievance initiated by the Employer. Such grievances shall be initiated within 45 Working Days of the circumstances giving rise to the difference and will proceed to Step 3 by filing such grievance with the President of Unifor Local 5555.

## **6.05 Pre-Grievance Resolution**

- (a) Complaints shall be brought to the attention of the Employee's immediate Supervisor or an appropriate University representative within 20 Working Days after the Employee became aware or ought reasonably to have become aware of the incident or circumstances giving rise to the complaint. In the event the Employee feels they cannot give their immediate Supervisor or an appropriate University representative an opportunity to address the complaint, they may file a grievance in accordance with Article 6.07(a).
- (b) The Supervisor or appropriate University representative will respond to the complaint within 5 Working Days and, if the matter is not resolved, it may be taken up as a grievance in accordance with Article 6.07(a).

**6.06** When the Employer representative identified in two or more successive Steps, including Pre-Grievance resolution, is the same, or where the Parties agree, the grievance will be referred to the next Step.

**6.07 Step 1**

- (a) When an Employee wishes to file a grievance, they will consult a member of the Union Grievance Committee. The written and dated grievance, signed by both of them will be delivered to the grievor's immediate Supervisor or appropriate University Representative within 10 Working Days of the response to the pre-grievance step. If the pre-grievance resolution process was not followed, the signed dated grievance will be filed with the grievor's immediate Supervisor or appropriate University Representative within 35 Working Days after the Employee became aware or ought reasonably to have become aware of the incident or circumstances giving rise to the alleged violation. A copy of the written grievance will also be delivered to the Director, Employee/Labour Relations.
- (b) The grievance will identify the nature of the grievance, including the Article alleged to be violated, and the remedy sought.
- (c) The Supervisor or appropriate University Representative shall arrange to meet with the grievor. The grievor shall be accompanied by 1 member of the Union Grievance Committee.
- (d) The Union shall be given a written reply to the grievance within 15 Working Days following receipt of the written grievance and a copy shall be sent to the grievor.

**6.08 Step 2**

- (a) If the grievance is not resolved to the satisfaction of the grievor at Step 1, the grievor may, within 10 Working Days of the date on which the immediate Supervisor's or appropriate University Representative's reply was or should have been given, deliver the written grievance to the Supervisor's immediate supervisor.
- (b) The Supervisor's immediate supervisor, or designate, shall arrange to meet with the grievor and the grievor's immediate Supervisor or appropriate University Representative to discuss the merits of the grievance. The grievor shall be accompanied by two members of the Union Grievance Committee.
- (c) The Union shall be given a written reply to the grievance within 15 Working Days following the receipt of the written grievance and a copy shall be sent to the grievor.

**6.09 Step 3**

- (a) If the grievance is not resolved to the satisfaction of the grievor at Step 2, the grievor may, within 10 Working Days of the date on which the Supervisor's immediate Supervisor's reply was or should have been given, deliver the written grievance to the Assistant Vice-President & Chief Facilities Officer.
- (b) The Assistant Vice-President & Chief Facilities Officer, or designate, shall arrange to meet with the grievor and the Union Grievance Committee.
- (c) The Parties agree that Employee Relations issues are normally best resolved on an informal basis between the Parties. However, beginning at Step 3 and with at least 3 Working Days' notice, either Party may be accompanied by legal counsel or another qualified consultant of their choice.

- (d) The Assistant Vice-President & Chief Facilities Officer, or designate, shall give their reply in writing to the Union within 15 Working Days of receiving the grievance and a copy shall be sent to the grievor.

#### **6.10 Step 4 – Arbitration**

- (a) Failing a satisfactory settlement at Step 3, the grievance may be referred to Arbitration within 10 Working Days of the date on which the reply to Step 3 was given, or should have been given, but not thereafter.
- (b) No grievance may be submitted to Arbitration which has not been properly carried through the Grievance Steps except as permitted by Section 49 of the *Ontario Labour Relations Act, 1995*.
- (c) When either Party to this Agreement requests that a grievance be submitted to Arbitration, they shall make such request in writing addressed to the other Party. The Employer and the Union shall, by agreement, select 1 person as Arbitrator to whom such grievance may be submitted for Arbitration. Failing agreement, the Parties shall select a name from the Letter of Understanding Regarding Roster of Arbitrators to act as a sole Arbitrator on a rotational basis.
- (d) The Arbitrator shall hear and determine the matter in dispute and issue an award which shall be final and binding upon the Parties to the Agreement. The Arbitrator shall, however, have no authority to add to, subtract from, or alter any provision of this Agreement, or make an award which has such effect.
- (e) The Arbitrator has all the duties and powers of an arbitration board as stated in the *Ontario Labour Relations Act, 1995 (OLRA)*, as amended from time to time. In accordance with the *OLRA*, the Arbitrator may extend the time for the taking of any step in the grievance or arbitration procedure under the Agreement, notwithstanding the expiration of such time, where the Arbitrator is satisfied that there are reasonable grounds for the extension and that the opposite Party will not be substantially prejudiced by the extension.
- (f) The Union and Employer will share equally the fees and expenses of the Arbitrator. Employees who are called as witnesses at arbitration hearings shall be given release time from their regular duties with no loss of regular pay and benefits. Each Party shall bear the expenses of its representatives and participants and for the preparation and presentation of its own case.

#### **6.11 General**

- (a) The Parties may agree in writing to extend the time limits for any step of the grievance procedure or for referring the matter to Arbitration. The Parties may also agree to waive any step in the Grievance Procedure.
- (b) In the event that a Party fails to reply in writing within the time limits prescribed in the Grievance Procedure, the other Party may submit the matter to the next Step as if a negative reply or denial had been received on the last day for the forwarding of such reply. When no action is taken to submit the matter to the next Step within the time limits set out in this Article 6, the grievance will be deemed to have been withdrawn or settled, as the case may be.
- (c) No grievance shall be deemed to be invalid or abandoned due to a minor technical irregularity.

- (d) The employment of Probationary Employees may be terminated at any time during the probationary period, and they will not have recourse to the Grievance and Arbitration Procedure except as specified in Article 13.
- (e) In accordance with Article 12.05, any claim of unjust discipline or discharge will be submitted to the Grievance and Arbitration Procedures Article 6 within 5 Working Days from the date of receipt of notice by the Unit 5 Chairperson with a copy to the President of Unifor Local 5555. In the case of suspension or discharge, the grievance will commence at Step 3. In all other cases of discipline, the grievance will commence at Step 2.

## **ARTICLE 7 – NO STRIKES OR LOCKOUTS**

- 7.01** There shall be no strike or lockout during the term of this Agreement. The words “strike” and “lockout” shall be as defined in the *Ontario Labour Relations Act, 1995*.
- 7.02** In the event that any person represented by a trade union and employed by the Employer, other than those in this Bargaining Unit, engages in a lawful strike or is lawfully locked out, an Employee covered by this Agreement will not be required to perform work normally done by that person.
- 7.03** An Employee who, in the performance of their job, encounters a picket line at a workplace other than the University and who feels that they cannot complete their assigned duties as a result, shall contact their Supervisor. In any event, the Employee shall not be required to cross a picket line where to do so would jeopardize their safety.

## **ARTICLE 8 - RESPECTFUL WORKPLACE**

### **8.01 Respectful Workplace**

The Parties agree that all Employees shall be entitled to a respectful workplace free of discrimination, sexual violence, sexual harassment and workplace harassment, and further agree to foster such a workplace. The University has policies on these topics, including the *Policy on Discrimination and Harassment: Prevention and Response* and the *Sexual Violence Policy*.

### **8.02 No Discrimination**

- (a) Discrimination means an unjust or prejudicial form of unequal treatment, whether imposing extra burdens or denying benefits, based on any of the grounds articulated in the Human Rights Code.
- (b) The Parties agree that there will be no discrimination, interference, restrictions, coercion, or intimidation exercised on or practised by the Employer or the Union in regard to any matter associated with the terms and conditions of employment of Employees by reason of age, sex, ancestry, citizenship, colour, creed, ethnic origin, family status, disability, language, marital status, nationality, place of origin, political or religious affiliation, race, receipt of public assistance, record of offences, gender, gender identity, gender expression, sexual orientation, same sex partnership, nor by reason of membership or non-membership or activity or lack of activity in the Union, nor by any other ground prohibited by the *Ontario Human Rights Code*.

### 8.03 No Sexual Violence or Harassment

- (a) Sexual Violence means any sexual act or act targeting a person's sexuality, gender identity or gender expression whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without a person's consent, and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism and sexual exploitation.
- (b) Sexual Harassment means engaging in a course of vexatious comments or conduct against an individual because of sex, sexual orientation, gender identity or gender expression where the course of comment or conduct is known or ought reasonably to be known to be unwelcome; or making a sexual solicitation or advance to an individual where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the individual and the person knows or ought reasonably to know that the solicitation or advance is unwelcome. Such Harassment may involve one incident or a series of incidents. In this context, sexual harassment includes but is not limited to:
- i. sexual assault;
  - ii. any reward or promise of reward, whether explicit or implicit, for complying with a sexual solicitation or advance;
  - iii. any reprisal or threat of reprisal, whether explicit or implicit, for refusing to comply with any sexual solicitation or advance;
  - iv. any harassing behaviour of a sexual nature, verbal or non-verbal, directed at one or more individuals or groups, that creates an intimidating, hostile or offensive environment or interferes with academic or work performance, in a manner that exceeds the bounds of freedom of expression and academic freedom;
  - v. discriminatory action based on sexual stereotyping; and
  - vi. other harassing behaviours of a sexual nature, whether verbal or non-verbal
- (c) Such other sexually harassing behaviours may involve one incident or a series of incidents. The following list of examples, while not exhaustive, may constitute sexual harassment depending on the context in which the incident(s) take place, the frequency and severity of the incidents and whether it is known, or ought reasonably to have been known, that the conduct was unwanted:
- i. an unwanted sexual solicitation or advance
  - ii. sexist jokes causing embarrassment or offence
  - iii. leering
  - iv. the display of sexually offensive material
  - v. sexually degrading words used to describe an individual
  - vi. derogatory or degrading remarks directed towards members of one sex or of one sexual orientation
  - vii. sexually suggestive comments or gestures
  - viii. inquiries or comments about a person's sex life
  - ix. repeated offensive sexual flirtations, advances, propositions
  - x. demands for sexual favours
  - xi. unwanted touching or patting
  - xii. verbal abuse or threats of a sexual nature

- (d) Workplace Harassment means engagement in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. "Vexatious" comment or conduct is comment or conduct made without reasonable cause or excuse. Harassment includes Sexual and/or Gender-Based Harassment, Workplace Sexual Harassment, and abuse of authority over an Employee.
- (e) In and of itself, the fact of the Employer exercising management rights in accordance with Article 4 shall not constitute workplace harassment, including but not limited to the issuance of discipline, performance management, and attendance management.

#### **8.04 Employee's Options for Resolution**

If an Employee believes they have been subjected to discrimination, sexual harassment or workplace harassment they have a range of options to address the issue in a manner appropriate to their needs and situation. They may:

- (a) take direct action by informing the individual who is the source of the behaviour that it is unwelcome and unwanted, and request that the individual stop the behaviour, and by documenting the events including the date, time, location, witnesses and details;
- (b) report the concern to their Supervisor or an Intake Office and seek assistance in addressing the issue under the University's *Policy on Discrimination and Harassment: Prevention and Response* or *Sexual Violence Policy* either informally or formally;
- (c) report the concern to a Union Representative and seek assistance in addressing the issue, which may include reporting the concern to an Intake Office or initiating a grievance under Article 6;
- (d) report the concern to the Women's Advocate who may refer the Employee to the appropriate resources;
- (e) in the case of some discrimination issues, file a complaint with the *Ontario Human Rights Tribunal* and to seek redress under the *Ontario Human Rights Code*.

#### **8.05 Investigation**

Investigations into formal complaints of harassment, discrimination, and sexual violence will be handled in accordance with the applicable University policy and the Letter of Understanding: Joint Anti-Harassment Committee Investigations.

#### **8.06 General**

- (a) An Employee is not required to perform any duties of a personal nature not connected with the approved operations of the Employer.
- (b) Reprisals, retaliation, or threats of reprisal against any Employee for pursuing their rights under this Article, for having participated in the procedures, or for acting in any role under these procedures are prohibited.

### **ARTICLE 9 – CORRESPONDENCE AND INFORMATION**

**9.01** All correspondence between the Employer and Unifor Local 5555 relating to matters covered by this Agreement, except as otherwise specified in this Agreement, will pass between the President of Unifor Local 5555 and the Assistant Vice-President and Chief Human Resources Officer, or their designates.



- 9.02** Where written notice is specified in this Agreement, the University's internal mail will be deemed adequate means, unless otherwise specified in this Agreement.
- 9.03** The Employer will provide Unifor Local 5555 with the following information in electronic form on a monthly basis:
- (a) a list containing the names of every Employee in the Bargaining Unit, including job title and classification, Employee identification number, department, campus address including building and room number, and, if available, full street/ mailing address, salutation, gender, employment start date, home telephone number, workplace email address, hourly rate, and payroll status;
  - (b) a listing of all new hires and their Employee type (per Article 3.02), and terminations, including resignations and retirements;
  - (c) notification by e-mail of deaths of current Employees and of Employees moving outside the Bargaining Unit;
  - (d) upon request, a listing of all Employees who are on medical leave and have been for a month or more; and
  - (e) such other information as may be set out elsewhere in this Agreement that is required to be given.
- 9.04** The Employer will provide Unifor Local 5555 with a list containing:
- (a) the pensionable service start date of every Employee enrolled in the Pension Plan.
  - (b) a list of members enrolled in the RRSP contributory plan.
- 9.05** The Employer will provide Unifor Local 5555 with copies of appointment letters for all new Employees on or before the start date of the appointment. Appointment letters will include reference to either a job posting number or a note that there was an agreement to waive the posting requirement, as applicable.
- 9.06** The Employer will provide Unifor Local 5555 with copies of letters, to the extent they may exist, for all Employees who take a leave of absence.
- 9.07** Unifor Local 5555 agrees to provide the Employer with the following information in electronic form:
- (a) a listing of the Union Representatives and Union Stewards of Unifor Local 5555 Unit 5 in accordance with Article 5.02(a); and
  - (b) such other information as may be set out elsewhere in this Agreement that is required to be given.

## **ARTICLE 10 - HEALTH AND SAFETY**

### **10.01 General**

- (a) McMaster University is committed to providing and maintaining healthy and safe working and learning environments for all employees, students, volunteers and visitors. This is achieved by observing best practices which meet or exceed the standards to comply with legislative requirements as contained in the Ontario *Occupational Health and Safety Act*

("OHSA"), *Environmental Protection Act*, *Nuclear Safety and Control Act* and other statutes, their regulations, and the policy and programs established by the University. To support this commitment, both McMaster University and its Employees are responsible jointly to implement and maintain an Internal Responsibility System directed at promoting health and safety, preventing incidents involving occupational injuries and illnesses or adverse effects upon the natural environment.

- (b) The Employer is responsible for the provision of information, training, equipment and resources to support the Internal Responsibility System and ensure compliance with all relevant statutes, this policy and internal health and safety programs.
- (c) Managers and Supervisors, are accountable for the safety of workers within their area, for compliance with the statutory and University requirements, and are required to support Joint Health and Safety Committees (JHSC).
- (d) Employees are required to work in compliance with statutory and University requirements, and to report unsafe conditions to their Supervisors.
- (e) The Parties shall comply in a timely manner with their respective obligations under the *Occupational Health and Safety Act, R.S.O. 1990, c.0.1*, as amended, (the OHSA) its regulations, codes of practice, and guidelines and all relevant environmental laws, regulations, codes of practice and guidelines. All standards established under these laws along with the McMaster University Workplace & Environmental Health & Safety Policy, which shall be in compliance with these laws, shall constitute minimum acceptable practice.
- (f) Employees will suffer no loss of remuneration for time required to carry out their responsibilities on both the Joint Health and Safety Committees (JHSC) and the Central Joint Health and Safety Committee (CJHSC).

#### **10.02 Right to Refuse**

An Employee has the right to refuse unsafe work in accordance with the OHSA.

#### **10.03 Certified Health and Safety Workers**

Certified Health and Safety Workers shall have the powers and responsibilities as specified in the OHSA.

#### **10.04 No Disciplinary Action**

No Employee shall be discharged, penalized, disciplined or threatened for acting in compliance with the OHSA, its regulations and codes of practice and environmental laws, regulations or codes of practice, nor shall an Employee acting in compliance be intimidated or coerced.

**10.05** The Employer shall provide appropriately stocked First Aid kits in the workplace. The number and location of First Aid kits shall be posted on the Environmental and Occupational Health Support Services (EOHSS) website.

#### **10.06 Central Joint Health and Safety Committee**

The Parties agree that there will exist a Central Joint Health and Safety Committee (CJHSC) in accordance with Article 10.06 of the collective agreement between the parties in respect of Unit 1.

#### **10.07 Joint Health and Safety Committees (JHSC)**

The Employer shall maintain a series of Joint Health and Safety Committees (JHSC), including sub-committees, providing effective coverage for its workplaces and activities in accordance with Article 10.07 of the collective agreement between the parties in respect of Unit 1.

#### **10.08 Education and Training**

- (a) The Employer will continue to provide access to certification training of Employees appointed to a JHSC or CJHSC as required to meet OHSA obligations at no cost to Employees.
- (b) Unless otherwise agreed by the Parties, Employees once appointed and upon request, will be provided with access to the training offered by EOHSS for core certification training program ("Part One Basic Certification"), subject to the operational needs and reasonable scheduling requirements of the Employer.
- (c) Approval to attend certification training will not be unreasonably withheld.
- (d) No Employee shall be required or permitted to work on any job or operate any piece of equipment until they have received proper education, training and instruction.
- (e) The Employer will ensure that all Employees are provided training in accordance with requirements outlined in the Risk Management Manual (RMM 300), Health and Safety Training Program, and training matrices based on a program reviewed by the CJHSC when changes or updates are required.

#### **10.09 Accident and Incident Investigations**

An accident, injury, critical injury, or hazardous situation will be investigated in accordance with the CJHSC's investigation protocol.

#### **10.10 Right to Accompany Inspectors**

- (a) The Employer shall notify the Union when a Government Inspector (health and safety, or environment) is to visit the Employer's premises, as soon as practicable.
- (b) The Unifor 5555 Health & Safety Coordinator or designate and, if the Unifor 5555 Health & Safety Coordinator or designate is not Certified, an appropriate Certified Worker shall accompany Government Inspectors (health and safety, or environment) on an inspection tour and have the opportunity to speak with the Inspector privately.
- (c) The Employer shall give a copy of the reports or any other written documents received from the Inspector to the appropriate Unifor 5555 Health & Safety Coordinator and to the CJHSC.
- (d) The Employer shall give a copy of any replies to such reports or documents to the appropriate Unifor 5555 Health & Safety Coordinator and to the CJHSC.

#### **10.11 Access to the Workplace**

Union Health & Safety experts will have access to the Employer's premises in accordance with Article 5.06.

#### **10.12 Disclosure of Information**

- (a) The Employer shall disclose information in accordance with the *OHSA* and related University policies and programs.
- (b) As may be required by *OHSA*, the Employer shall notify the Union and all Committees of all new substances and processes to be introduced on University premises, by their chemical and trade names, noting potentially harmful effects, their maximum allowable levels, and what kinds of precautions will be taken.

#### **10.13 Ergonomics**

- (a) Administration of ergonomic concerns will be in accordance with McMaster University's Ergonomic Safety Program.
- (b) Unifor 5555's Health and Safety Coordinator may attend ergonomic assessments.

#### **10.14 Safety Equipment**

- (a) The Employer agrees to provide protective equipment and clothing when required by the *OHSA*, and to ensure that safety equipment, materials, and protective devices (including protective clothing) are maintained in good condition. The Employer shall cover the cost of required cleaning of protective equipment and clothing.
- (b) The Employer agrees to reimburse the cost of safety shoes and/or boots for Employees who are required to wear them in the performance of their duties. Reimbursement for Full-time Employees shall be to a maximum of \$180 per calendar year. Reimbursement for new Part-time Employees shall be a one-time reimbursement of up to \$75.
- (c) The Employer agrees to reimburse 100% of the cost of one pair of prescription safety glasses (lens and frames) to a maximum of \$250 every 2 calendar years for Employees required to wear them in the performance of their duties. This is in addition to the regular vision benefits as in Article 23.
- (d) To be eligible for reimbursement noted under Article 10.14 (b) and (c), the protective equipment must be designated as required by the Employer and must meet all relevant standards specified by the Employer.
- (e) The Employer shall provide to each Employee their own pair of insulated coveralls or parka to those Employees required to work outside from the months of October to April inclusive. As needed gloves and toques will be provided.
- (f) The Employer will provide sun screen and insect repellent to those Employees who require them.

#### **10.15 First Aid/CPR Certification**

- (a) The Employer will continue to provide access to First Aid/CPR and recertification training at no cost to Employees.
- (b) Training will normally be held during the work day, and in any event without loss of pay.
- (c) If the training is required by the Employer for any one Employee and occurs outside the Employee's normal shift, they will receive Compensating Time Off to attend these sessions.

## **10.16 National Day of Mourning**

- (a) Each year on April 28, at a mutually agreed upon time, one minute of silence will be observed in memory of workers killed or injured on the job.
- (b) All CJHSC and JHSC Members covered by this agreement shall be granted time to attend the National Day of Mourning ceremonies without loss of pay or benefits. Such requests shall not be unreasonably denied.

## **ARTICLE 11 – EMPLOYEE INFORMATION**

### **11.01 Personnel Files**

- (a) The Employer and the Union agree that the Employer shall maintain personnel records. The Employee will advise Human Resources Services (HR) immediately, in writing, if there is any change in personal data, such as name, address or telephone number.
- (b) The personnel file for the Employee shall include items concerning the record of employment including, but not limited to, job description, salary history, as well as any documentation in accordance with Article 12 and Article 13, all of which is normally copied to the Employee concurrent with their addition to the file.
- (c) Employees shall have the right to examine their personnel file in the presence of a member of Human Resources Services staff, by appointment. Upon request and within 5 Working Days following the request, Employees will be provided with a photocopy of any requested documents from their file. The Employee is free to point out any alleged factual errors and proven errors will be corrected. On the same basis, an Employee will have access to their Employee Health/Return-to Work file, Employee Medical file, and the file containing their personal information held by their Supervisor.
- (d) Upon receipt of a written request from the Employee, Human Resources Services will confirm that all warnings and suspensions have been removed from their file and administered in accordance with Article 12.
- (e) Employees may supplement the contents of their personnel files with documents related to their employment by forwarding such documents to Human Resources Services.
- (f) Employees will notify Human Resources Services of changes in information related to Spouses and dependents necessary to administer benefits.
- (g) Subject to legal and/or statutory requirements, when Human Resources Services receives requests from an external agency for personal or employment related information regarding an Employee, it will confirm employment only. Additional information shall only be divulged with the written authorization of the Employee.

### **11.02 Confidentiality of Personnel Files**

Access to personnel files will be limited to:

- i. the Employee;
- ii. staff in HR; and
- iii. other authorized University officials in connection with personnel, administrative and/or labour relations matters.

### **11.03 Employee Health / Return-to-Work Files**

- (a) All Employee Health / Return-to-Work files will be kept in an area separate from all other personnel files and under secure conditions.
- (b) Access will be limited to the Employee and authorized persons within HR who have a legitimate reason to access such files, it being understood that such persons may be required to supply information from those files to:
  - i. the Employee's Supervisor to facilitate return to work, and where relevant, accommodation, excluding information disclosing diagnosis, the designation of a medical specialist or the treatment type;
  - ii. the Employer's authorized agents to administer the disability insurance program; or
  - iii. the Workplace Safety and Insurance Board (WSIB).

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

### **11.04 Employee Medical Files**

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

## **ARTICLE 12 - PROGRESSIVE DISCIPLINE AND DISCHARGE**

**12.01** In most cases, discipline will be preceded by non-disciplinary counselling. The Employer shall discipline or discharge an Employee only for just cause.

**12.02** The value of progressive discipline with the aim of being corrective in application is recognized by both Parties.

- (a) Except in extreme cases, discharge for just cause shall be preceded by a documented record of non-disciplinary counselling, warnings (written or oral) and/or suspension (with pay or without pay).
- (b) In the event an Employee is put on a formal improvement plan, including but not limited to, Performance Improvement Plans and Attendance Improvement Plans, the Union will be notified of any plan implementation, will be invited to a meeting scheduled for that purpose, and periodically kept apprised of plan progress.

### **12.03 Disciplinary Process**

- (a) Prior to disciplining an Employee, the Employer will notify the Unit 5 Chairperson, with a copy to the President of Unifor Local 5555, of the nature of the alleged offence.
- (b) Following notification of the Unit 5 Chairperson, the Employer will meet with the Employee and a Union Representative. At this meeting, the Employer will advise the

Employee of the alleged offence and provide the Employee with an opportunity to respond.

- (c) Within *10 days* following this meeting or any additional meeting that the Employer may require, the Employer will decide whether or not discipline is to be imposed, and, if so, at what level, and this decision will be communicated orally and in writing at a meeting with the Employee and Union Representative. A copy of the written decision will be provided to the Unit 5 Chairperson with a copy to the President of Unifor Local 5555. The 10-day timeline will be extended in circumstances where the Employee and/or the Union Representative are unable to meet within the timeline or where the nature of the investigation requires more time. The Employer will notify the Union as soon as practicable in these scenarios.
- (d) In cases of suspension without pay, the suspension will be served beginning on one of the following two dates:
  - i. if the decision to suspend is not subject to a grievance, the first date the employee is scheduled to work following 5 Working Days from the date the suspension was communicated to the Employee; and
  - ii. if the decision to suspend is subject to a grievance, the first date the employee is scheduled to work following a denial of the grievance at Step 3.

#### **12.04 Immediate Administrative Leave Pending Investigation**

- (a) In cases where it is necessary to remove an Employee from the workplace immediately, such as those which involve serious insubordination, a threat to the safety of a person or assault, an Employee may be immediately placed on Administrative Leave without loss of pay pending further investigation and Article 12.03 shall not then apply. The Employer shall notify the Unit 5 Chairperson or designate and the President of Unifor Local 5555 of an Administrative Leave as soon as the Employer is aware of the situation and prior to notifying the Employee, or as soon as reasonably practicable.
- (b) The Employer will make its best efforts to ensure that the Employee who is being placed on an Administrative Leave is given an opportunity to speak with their Union Representative before leaving campus, unless there is a threat to safety as determined by the Employer.
- (c) As soon as reasonably practicable, the Employer will inform the Union of the nature of the allegations made against the Employee, if any.
- (d) If, following the investigation, the Employer intends to discipline the Employee, the disciplinary process set out in Article 12.03 shall then apply.

#### **12.05 Grievances**

Any claim of unjust discipline or discharge will be submitted to the Grievance and Arbitration procedures Article 6 within 5 Working Days from the date of receipt of notice by the Unit 5 Chairperson with a copy to the President of Unifor Local 5555. In the case of suspension or discharge, the grievance will commence at Step 3. In all other cases of discipline, the grievance will commence at Step 2.

- 12.06** The University will not rely on discipline in an Employee's HR file for the purpose of issuing further discipline that are more than 18 months old, unless the Employee has had a subsequent warning for an offence during that period.

## **ARTICLE 13 – PROBATIONARY EMPLOYMENT**

- 13.01** A newly-hired Employee will be on probation for a period of 3 months. An Employee employed in a temporary position immediately prior to being hired into a Bargaining Unit appointment by the same supervisor will not be placed on probation.
- 13.02** At the time of their appointment, the Employee will be advised of the job requirements and the Employer's expectations of successful job performance that they must meet by the end of probation.
- 13.03 Progress and Performance Reviews**
- (a) No later than two thirds of the way through the probationary period, the Employee's progress and performance will be reviewed based on the job requirements and the Employer's expectations of successful job performance as provided to the Employee at the time of their appointment.
  - (b) In the event the Employer requires more than 2 reviews of the Employee's progress and performance during the probationary period, the Union will be notified of subsequent reviews. Copies of any progress and performance documentation shall be provided to the Union.
  - (c) If in the Employer's opinion, the Employee's performance and progress does not meet the job requirements but may by the end of an extended probationary period, or if there has been insufficient opportunity to assess the Employee's performance, the Employer and the Unit 5 Chairperson may then mutually agree to extend the probationary period.
- 13.04** At the end of the probationary period, if performance is deemed to be satisfactory, the appointment will be considered to be confirmed.

### **13.05 Termination of Employment**

- (a) The employment of Probationary Employees may be terminated at any time during the probationary period, and they will not have recourse to the Grievance and Arbitration procedure regarding their termination, unless:
  - i. the decision to terminate is made in bad faith; or
  - ii. the decision to terminate is contrary to Article 8.02; or
  - iii. the procedures prescribed by Articles 13.02 or 13.03 have not been followed, as may be applicable.
- (b) A grievance alleging violation of these grounds will commence at Step 2.
- (c) The Union shall be notified in advance of any such termination.
- (d) The decision to terminate shall not be deemed to be invalid due to a minor technical irregularity.

## **ARTICLE 14 – SENIORITY**

### **14.01 Definition and Calculation of Seniority**

- (a) Seniority is defined as the length of continuous service calculated from the most recent date of employment in the Bargaining Unit.



- (b) Seniority will continue to accrue and will not be affected by absence resulting from vacations, holidays, sick leave or injury, suspensions, or other leaves as provided for in this Agreement.

#### **14.02 Seniority List**

- (a) The Employer will maintain a seniority list showing the Employees' Seniority date.
- (b) An up-to-date seniority list will be sent to the Union and will be posted on the Human Resources Services and Unifor websites in November and May of each year. No more than twice per calendar year, with one month's notice per request, the President of Unifor Local 5555 may request in writing to the Director, Employee/Labour Relations a copy of the current seniority list.
- (c) The seniority list shall be used to determine seniority for the purposes of this Agreement. It shall be deemed correct until such time as an error is brought to the attention of the Employer by the Union and will not be retroactive if such an amendment would require a change to an Employer decision based on the earlier seniority list.

#### **14.03 Loss of Seniority**

- (a) Employees will lose their Seniority and employment deemed terminated for any of the following reasons:
  - i. they are discharged for just cause and not reinstated;
  - ii. they resign or retire;
  - iii. they are absent from work without authorization from their Supervisor and without reasonable justification for 5 consecutive Working Days.
  - iv. they accept severance pay; and
  - v. they are laid off for at least 12 consecutive months.
- (b) An Employee who accepts a position with the Employer outside the Bargaining Unit on or after the effective date of this Agreement will cease to accrue seniority and will lose their status as an Employee.

#### **14.04 Seniority for Union Representatives**

- (a) All Local Union Representatives on a full-time release, the Unit 5 Chairperson and Union Negotiating Committee members who are Employees shall head the seniority list during their appointment, or term of office.
- (b) Article 14.04(a) will not apply when considering seniority for promotion or vacation.

### **ARTICLE 15 – HOURS OF WORK**

- 15.01** The provisions of this Article are intended to provide a basis for calculating compensation for time worked and shall not be construed as providing any guarantee as to the hours of work per day or per week.

## **15.02 Standard Work Week**

- (a) Except as provided below, the standard work week for Full-time Employees shall normally consist of 40 hours per week, which shall normally consist of 5 equal consecutive Shifts of 8 hours which shall be worked within a continuous 8.5-hour period.
- (b) Part-time Employees shall be scheduled but shall regularly work no more than 24 hours per week Sunday to Saturday, inclusive, to be worked in accordance with the schedules of operations posted by the Employer from time to time.

## **15.03 Scheduling of Hours**

The Employer will include the normally scheduled daily and weekly hours of work in each job posting to the extent a normal schedule exists. An Employee may confirm their hours with their Supervisor at any time.

## **15.04 Flexible Work Scheduling Arrangements**

An Employee may request a change to their normally scheduled hours of work, which request may include a change to the number of hours worked per day or week and/or when those hours are worked. Subject to operational requirements, such requests will not be unreasonably denied. If the Employee's request is granted, or some other arrangement is made as agreed between the Employee and Supervisor, the terms of such change must be in writing and shall be for a fixed period, renewable upon mutual agreement.

## **15.05 Minimum Shift**

Employees who report for work for which they are scheduled in accordance with Article 15.01 shall be granted at least 4 hours of work or, if no work is available shall be paid for all hours worked for a minimum of 4 hours at their regular hourly rate.

## **15.06 Meal and Break Periods**

### **Meal Periods**

- (a) For shifts of 5 hours or more, the Employee shall be provided one 30-minute unpaid meal period.
- (b) In the event of overtime, Employees shall receive one 30-minute unpaid meal period in accordance with the *Employment Standards Act, 2000*.

### **Break Periods**

- (c) The University provides two 15-minute break periods without loss of pay, as scheduled by their Supervisor in the Employee's normal work day.
- (d) For shifts of 5 hours or less, the Employee shall be provided one 15-minute break without loss of pay.
- (e) Meal and break periods shall be scheduled, subject to operational requirements. An Employee will not normally be required to work through a break. An Employee cannot, at their initiative, work through break periods such that the time worked would be calculated as overtime worked or banked to accumulate paid time off.
- (f) If an Employee is required by their Supervisor to work through their break, the Employee will be given an opportunity to take their break at a later time.

### **15.07 Part-Time Schedules and Unscheduled Hours of Work**

Part-Time Employees are scheduled according to operational requirements, normally to a maximum of 24 hours per week. Part-time Employees may be scheduled beyond 24 hours per week for operational reasons of vacation coverage and sick coverage. In all other circumstances, Employees may be scheduled in excess of 24 hours by agreement of the parties.

- (a) Part-time Employees schedules will be posted/provided to them a minimum of 1 week prior to the start of the schedule week.
  - (ii) The University will attempt to allocate unscheduled hours of work on an equitable basis among readily available qualified Part-Time Employees.
  - (iii) Whenever possible, the Employer will provide reasonable notice of unscheduled hours of work. Where reasonable notice is not provided and except in the case of emergencies, the Employee may refuse to work unscheduled hours of work.
- (b) All unscheduled hours of work must be authorized by the Employee's Supervisor in advance of it being worked. The Employee and their Supervisor will determine the mechanism required for such authorization.
- (c) Part-time Employees will be paid overtime in the event that they work beyond 8 hours per day or 40 hours per week. All hours up to 8 hours per day and 40 hours per week will be considered unscheduled hours, paid at straight time.

### **15.08 Overtime**

- (a) The Parties recognize that the University's operations may require the performance of overtime. Overtime will be allocated on an equitable basis among readily available qualified Employees who normally perform those duties as follows:
  - (i) First, to the extent feasible, on a voluntary basis.
  - (ii) Second, Employees will be assigned to work the overtime.
  - (iii) Whenever possible, the Employer will provide reasonable notice of overtime requirements. Where reasonable notice is not provided and except in the case of emergencies, the Employee may refuse to work overtime.
- (b) Pursuant to the provisions of Article 15.02(a) and (b), overtime is time worked by a Full-Time Employee:
  - (i) in excess of 8 hours per day; or
  - (ii) in excess of 40 hours per week; or
  - (iii) on the sixth day or seventh day in a week.
- (c) overtime shall be paid an amount equal to 1.5 times the Employee's regular hourly rate for each hour worked.
- (d) Notwithstanding Article 15.08c), when the overtime is worked on the second of the Employee's regular days off the Employee shall be paid an amount equal to 2 times the Employee's hourly rate for each hour worked.

- (e) Overtime must be authorized by the Employee's Supervisor in advance of it being worked. The Employee and their Supervisor will determine the mechanism required for such authorization. A Supervisor may provide written authorization for overtime wherein an Employee may, with set limitations, work overtime without specific advance authorization.
- (f) An employee may elect to accumulate overtime to a maximum of 80 hours, between May 1<sup>st</sup> and April 30<sup>th</sup>, for the purposes of taking Compensating Time Off in lieu at a later date.
- (g) Compensating Time Off will be taken only with the prior approval of the Supervisor or designate. Upon the employee's cessation of employment or on the second regular pay date following April 30<sup>th</sup>, the Employer will pay an employee for all accumulated and owing CTO. Once per year, (May 1 to April 30), accumulated CTO will be paid by the Employer at the employee's request.

#### **15.09 Night Shift and Weekend Premiums**

- (a) All Employees working the afternoon or night shift will be paid a premium of \$1.00 per hour for each hour worked.
- (b) All Employees working between 10:00pm Friday night and 10:00pm Sunday night are entitled to a premium of \$1.00 per hour for each hour worked during this period.
- (c) Employees may receive both the night shift premium in accordance with Article 15.09(a) and the weekend premium in accordance with Article 15.09(b) for the same hour worked.
- (d) The night shift, afternoon shift, and weekend premiums do not apply when a Shift is worked as a result of a flexible work scheduling arrangement in accordance with Article 15.04.

#### **15.10 On-Call and Call Back**

- (a) Employees in classifications 5, 9 and 10 may be requested by their Supervisor to be On-Call for a period of time and may elect to accept or refuse such status.
- (b) Employees accepting On-Call status must be available to attend work, without limitation, during their non-scheduled hours. Employees must be able to arrive at the campus within 1 hour of being called and requested to work and must report to work in a fit state.
- (c) The Employee shall receive 1½ hours at the straight time wage rate for each 8 hours of On-Call status. Employees will accumulate such time until accruals total a multiple of 8 hours. Employees will have the option of being compensated in pay or taking the equivalent time off with pay. Payments for On-Call status are not considered as hours worked for the purpose of overtime calculations. When an Employee On-Call is required to report to work, the Employee will be paid in accordance with the provisions of Article 15.08.
- (d) The call-in list shall be used in its normal sequence. If, in this sequence, the call is to the Employee On-Call then the Employee will be required to attend to work.
- (e) When Employees, who have completed their scheduled shift and have left the University premises are required by their Supervisor or designate to return to work, they shall be entitled to Call-Back pay. An Employee entitled to Call-Back pay will be paid at the rate of 1½ hours for each hour worked.

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

**15.11** There shall be no duplicating or pyramiding of overtime or premium payments unless provided herein.

**15.12 Storm Emergencies**

- (a) The University's Storm Emergency Policy shall apply to Employees.
- (b) When a storm emergency closure is called by the University in accordance with the Policy, the AVP & Chief Facilities Officer or designate may deem the closure to be extended beyond its announced expiry, the close of business, or 11:59pm, as the case may be, and the Policy shall continue to apply for the duration of the extension. When a storm emergency closure has not been called by the University in accordance with the Policy, the AVP & Chief Facilities Officer or designate may deem a closure to have been called, specifying the start and end of the closure period, and the Policy shall apply for the duration of the closure.
- (c) Article 15.12(b) may not be subject to a grievance.

**ARTICLE 16 – LEAVES OF ABSENCE**

**16.01 Bereavement**

- (a) An Employee shall be entitled to a bereavement leave without loss of regular pay and benefits in the event of the death of a member of their family, as follows:
  - i. where the death is of the Employee's Spouse, son, daughter, spouse's child, step-child, ward, brother, sister, father, or mother, the bereavement leave shall be up to 7 consecutive calendar days, excluding paid holidays.
  - ii. where the death is of the Employee's father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandmother, grandfather, Spouse's grandparent, step-mother or step-father, the bereavement leave shall be up to 5 consecutive calendar days, excluding paid holidays.
- (b) Where an Employee's scheduled vacation is interrupted due to the death of a member of their family, the Employee shall be entitled to bereavement leave in accordance with Article 16.01(a). The portion of the Employee's vacation which is deemed to be bereavement leave shall be rescheduled in accordance with Article 16.06.
- (c) If bereavement leave is required in the event of the death of a person significant to the Employee and not specifically named in Article 16.01(a), or additional bereavement leave is required in circumstances covered by Article 16.01(a), it may be granted, on an unpaid basis, up to a maximum of 3 days by arrangement with the Employee's Supervisor. Such request will not be unreasonably denied.

**16.02 Jury Duty / Court Service**

Paid leave shall be granted to an Employee required, under summons or subpoena, to serve as a juror or witness, as follows:

- (a) An Employee required, under summons or subpoena, to serve as a juror or witness shall be paid the difference, if any, between the amount paid to their for jury or witness services and the amount they would have received for services normally rendered to the Employer during the same period of time.
- (b) Paid leave shall not be granted when the Employee is a party to the court proceedings.
- (c) The Employee shall provide their immediate Supervisor with a copy of the summons or subpoena which indicates the period of jury duty or witness service required as soon as possible after receipt of same.

**16.03 Unpaid Personal Leave**

- (a) An Unpaid Personal Leave may be granted for a variety of reasons for a period of up to 12 months at the discretion and approval of the Supervisor. The Employee may continue to participate in the Employer benefit plans, in which they are enrolled immediately prior to the leave, provided they pay both the Employee and the Employer benefit plan premiums in advance. The Employee will not participate in the Pension Plan for the duration of the leave.
- (b) Any accrued and owing vacation, CTO and SPDs may be carried forward and used upon expiry of the leave, notwithstanding any limits on carryover to the contrary.
- (c) Upon return to work from an Unpaid Personal Leave, the Employee will resume their former position provided that it still exists, with full corresponding salary and benefits. If their former position becomes redundant during the term of the leave, they shall receive notice under Article 17 at the time of the redundancy.

**16.04 Vacations**

**(a) Entitlement Schedule**

- i. Full-Time Employees shall be entitled to annual paid vacation at their regular rate of pay based on the number of years of service at June 30, in accordance with the following table, subject to Article 16.04(b):

Length of Continuous Service as at June 30 <sup>th</sup>	Entitlement	
	Employees in Classifications 4-10	Grandparented Employees & Employees in Classifications 2&3
10 months or less	1 day for each full month of service	1 day for each full month of service
over 10 months	2 weeks	2 weeks
over 4 years	3 weeks	3 weeks
over 10 years	4 weeks	3 weeks
over 18 years	5 weeks	4 weeks
over 30 years	6 weeks	5 weeks

- ii. Vacation days are earned in the benefit year and taken in the calendar year. For example, vacation earned in the benefit year July 1, 2021, to June 30, 2022, shall be taken in the calendar year, January 1, 2022, to December 31, 2022.
- iii. Vacation days taken must not exceed vacation days earned.

- (b) If during the 12-month period preceding June 30th:
- i. an Employee is absent from work for a total of less than 3 months, the Employee shall receive their full vacation entitlement;
  - ii. an Employee is absent from work for a total of 3 or more months but less than 6 months, the Employee shall receive  $\frac{3}{4}$  of their vacation entitlement; or
  - iii. an Employee is absent from work for a total of 6 or more months but less than 9 months, the Employee shall receive  $\frac{1}{2}$  of their vacation entitlement; or
  - iv. an Employee is absent from work for a total of 9 or more months but less than 12 months, the Employee shall receive  $\frac{1}{4}$  of their vacation entitlement; or
  - v. an Employee is absent for any reason for a total of 12 months or more the Employee shall receive no vacation entitlement.
- (c) For the purpose of Article 16.04(b), "absent from work" is defined as absence resulting from layoff, leave of absence, or unpaid sick leave.

#### **16.05 Part-Time Employee Vacation Entitlement**

Part-Time Employees are entitled to vacation time and pay in accordance with *Employment Standards Act, 2000*. Vacation pay shall be paid with each pay deposit.

#### **16.06 (a) Vacation Scheduling**

- i. All vacation days are scheduled by mutual agreement between the Supervisor and the Employee, subject to the departmental work requirements. Employees shall submit vacation requests by the common deadline set by the department or supervisor for the following year. At any time, an Employee may request confirmation of their accrued and outstanding vacation entitlement for a given year.
- ii. The granting/denial of a vacation request shall be given in writing within one month following the deadline established per Article 16.06(a)i.
- iii. Scheduling conflicts between 2 or more Employees shall be resolved on the basis of Seniority. An Employee who has failed to submit a vacation request by the deadline established per Article 16.06(a)i. may not subsequently rely on seniority to establish priority in a scheduling conflict.
- iv. Where an Employee's scheduled vacation is interrupted due to their hospitalization for one day or more, the Employee shall be allowed to postpone the vacation days spent in the hospital to a later date, scheduled in accordance with Article 16.06(a) i., and upon receipt of sufficient medical documentation provided to the Occupational Health Nurse.

#### **(b) Carryover**

Each Employee should take their full amount of vacation entitlement within the appropriate calendar year. A Supervisor and Employee must make every effort to ensure the Employee takes their full entitlement of vacation within the appropriate period. Notwithstanding the above, carryover of vacation to the following calendar year may occur if:

- i. the Supervisor grants an Employee's request for carryover of up to 5 days or, in extraordinary circumstances, up to 10 days; or
- ii. operational necessities identified by the Supervisor prevent the scheduling of vacation days.

Vacation days carried to a subsequent year will be scheduled at the outset of that year by mutual agreement between the Employee and their Supervisor, and in any case, not later than April 30<sup>th</sup>.

### 16.07 End of Employment

In the event a Full-Time Employee's employment ends with the Employer before the Employee has taken the Employee's earned and unused vacation, the Employee shall be paid vacation pay as follows:

Entitlement	Payment Amount
Less than 2 weeks	As per <i>Employment Standards Act, 2000</i>
2 weeks	A sum equal to 4% of earnings from previous June 30
3 weeks	A sum equal to 6% of earnings from previous June 30
4 weeks	A sum equal to 8% of earnings from previous June 30
5 weeks	A sum equal to 10% of earnings from previous June 30
6 weeks	A sum equal to 12% of earnings from previous June 30

### 16.08 Paid Holidays

#### (a) Holidays

The Employer recognizes the following paid holidays which include all the statutory holidays listed in the *Employment Standards Act, 2000*: Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, at least 5 days at Christmas (to include Christmas, Boxing Day, New Year's Day and floating holidays as outlined in the Holiday Schedule on the University's web site), Family Day, Good Friday, and Victoria Day.

As the number of paid holidays may vary from year to year, Human Resources Services publishes annually a list of paid holidays.

Payment for paid holidays will be automatic when both the scheduled working day immediately preceding and following the holiday are worked or when there is reasonable cause for the Employee not to work the scheduled working day immediately preceding and following the holiday.

### 16.09 Time of Paid Holiday

- (a) Except for Full-time Employees working a Night Shift, as defined in Article 15.09, a Paid Holiday shall be considered as commencing at 12 midnight of the day preceding the Paid Holiday and ending 12 midnight on the Paid Holiday.
- (b) For Full-time Employees working a Night Shift, defined as any shift starting on or after 10 p.m., a Paid Holiday shall be considered as commencing at 10 p.m. of the day preceding the Paid Holiday and ending 10 p.m. on the Paid Holiday.



## 16.10 Working on a Paid Holiday

If an Employee is scheduled to work on a paid holiday, they shall be paid:

- (c) pay for all hours worked on such day at the rate of 1.5 times the Employee's regular straight time rate of pay in addition to their regular straight time rate of pay; or
- (d) pay for all hours worked on such day at the rate of 1.5 times the Employee's regular straight time rate of pay and a lieu day off at regular straight time rate of pay taken at a time mutually agreeable to the Employee and their Supervisor.
- (e) Paid holidays for all regular part-time Employees shall be paid on a proportional basis.

## 16.11 Pregnancy and Parental Leaves and Eligibility

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

### (a) Pregnancy Leave Financial Benefits

- i. Pregnancy Leave benefits are payable to those Full-time Employees on Pregnancy Leave who have at least 1 year of seniority prior to the estimated date of delivery. Full-time Employees who are on layoff or already in a period of notice due to their resignation or the University's decision to discontinue their employment are not eligible to receive Pregnancy Leave benefits.
- ii. The SUB is applicable for up to 17 weeks. The benefits are calculated as follows:

For each week of leave up to the 17th week, inclusive, the University will pay 90% of regular straight time earnings, less the maximum amount of weekly pay any individual is eligible to receive in accordance with the Employment Insurance Act (the "EI Max"), regardless of whether or not such amount is actually received by the Employee. If the Employee provides proof that their Employment Insurance Act entitlement is less than the EI Max, their weekly payment from the University will be 90% of regular salary less the amount of their EIA entitlement.

### (b) Parental Leave Financial Benefits

- i. Parental Leave benefits are payable to those Full-time Employees on Parental Leave who have at least 1 year of seniority prior to the start of the Leave. Full-time Employees who are on layoff or already in a period of notice due to their resignation or the University's decision to discontinue their employment are not eligible to receive Parental Leave benefits.
- ii. The SUB is applicable for the first two weeks of leave only. The benefits are calculated as follows:

The University will pay 90% of regular straight time earnings, less the maximum amount of weekly pay any individual is eligible to receive in accordance with the EIA (the "EI Max"), regardless of whether or not such amount is actually received by the Employee. If the Employee provides proof that their Employment Insurance Act entitlement is less than the EI Max, their weekly payment from the

University will be 90% of regular salary less the amount of their Employment Insurance Act entitlement.

**(c) Benefits While on Pregnancy, and Parental Leaves**

The University will continue coverage for all benefits in which the Employee is enrolled immediately prior to the leave, subject to Article 23, provided the Employee pays the normal share of Employee contributions and/or premiums in advance by post-dated cheque(s).

**16.12 Family Medical Leave**

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

**16.13 Union Leave**

(a) An Employee who is:

- i. appointed or elected to a position within Unifor National; or
- ii. appointed, selected or elected by Unifor National or the Local Union to a position within the Canadian Labour Congress (CLC), or a position within the provincial or district CLC Councils, or Ontario Federation of Labour; or
- iii. appointed to a position identified as one of a Labour Member of a government agency;

shall, at the written request of Unifor National or the Local Union, receive a leave of absence without pay for the duration of the appointment or terms of office. The Employee may continue to participate in the Employer benefit plans, in which they are enrolled immediately prior to the leave, provided they pay both the Employee and the Employer benefit plan premiums in advance. The Employee will not participate in the Pension Plan for the duration of the leave.

The Employee will notify their immediate Supervisor at least one month in advance of commencing the leave of absence, indicating the expected duration of the appointment, and one month in advance of returning to work from the leave of absence.

(b) **Return to Work**

Upon return to work from a Union Leave, the Employee will resume their former position provided that it still exists, with full corresponding salary and benefits. If their former position becomes redundant during the term of the leave, Article 17 shall apply.

**16.14 Public Service Leave**

(a) **Campaign**

A Full-time Employee seeking public office may make application for a leave of absence, without pay, during the campaign for election on the following basis:

- i. for election to the Parliament of Canada; leave for up to 30 days;
- ii. for election to the Legislature of Ontario, leave for up to 30 days;

- iii. for election to Municipal, Regional or County Office or Board of Education; leave for.

Entitlement to a period of leave beyond 3 campaigns in a 10-year period is subject to the approval of the appropriate Vice-President.

**(b) Election**

If the Employee is elected, they shall, while serving in the office to which elected, be entitled to leave of absence on the following basis:

- i. Parliament or Provincial Legislature; leave of absence, without pay, for a period of up to 5 years;
- ii. Municipal, Regional or County Office or Board of Education; subject to the work requirements of the department, leave of absence, without pay, for attendance at sittings of the Council or Board.

Should the Employee continue to serve in public office beyond the 5 years mentioned above, their employment relationship will be terminated at the end of the 5-year period. Any subsequent return to University employment would then be on a 'new hire' basis.

There will be no guarantee that an Employee will be returned to their former position after expiry of the term of public service. Every attempt will be made to return an Employee to a position at the same level and with duties as similar as possible to those of the post occupied prior to the leave of absence. Should this not be possible, the Employee will be provided with severance, as may be required in accordance with the *Employment Standards Act, 2000*, as may be amended.

The Employee, upon return to the University, will retain their original service and/or seniority date.

**16.15 Remembrance Day**

The Employer agrees to allow Employees 2 minutes of silence at 11:00 a.m. on Remembrance Day each year.

**ARTICLE 17 – LAYOFF & RECALL**

- 17.01 (a) Employees shall be identified as subject to layoff by inverse order of seniority by position.
- (b) In the event of a layoff, the Union Steward(s) will be the last person(s) to be laid off from their position.

**17.02 Notice of Layoff**

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

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

### **17.03 Displacement**

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

- i. An Employee must notify the University of their election to participate in the process of displacement within 5 Business Days following the notice of layoff;
- ii. The displacement shall be of the least senior Employee whose position is in the same or lower classification, provided the displacing Employee can perform the job of the equal or lower paying classification without training other than orientation;
- iii. Seniority shall be determined by reference to the seniority list maintained in accordance with Article 14.02 a as that list exists on the date of layoff;
- iv. The displacement will take effect on the date of layoff; and
- v. A displaced Employee will be entitled to participate in Recall in accordance with Article 17.04.

### **17.04 Recall**

- (a) The Employer will maintain a list (the "Recall List") consisting of:
  - i. Employees subject to layoff who did not participate in the process of displacement; and
  - ii. displaced Employees.
- (b) An Employee on the Recall List will be eligible to be recalled to a vacant position in the same or lower classification from which they were laid off provided the Employee has the qualifications, skills and ability to perform the duties of the vacant position.
- (c) Subject to Article 17.05(d), an Employee will be automatically recalled to a vacant position if such position is the same from which the Employee was laid off. An Employee who declines recall to a position that is the same from which the Employee was laid off will be considered to have resigned and will be removed from the Recall List.
- (d) In the event 2 or more Employees are eligible to be recalled to the same vacant position, the Employee with the most seniority will be recalled.
- (e) An Employee shall be removed from the Recall List after 12 months and the Employee's employment with the University will end.
- (f) An Employee recalled to a vacant position will assume the terms and conditions of employment of the vacant position.

### **17.05 Benefits While on Layoff**

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

- (b) An Employee on layoff for a period in excess of 13 weeks may elect to continue to participate in the Extended Health Care, Dental and Group Life Insurance Plans, provided the Employee has been participating in such benefits plans on the date of layoff, beyond 13 weeks to a maximum of 1 year from the date of layoff. The Employee will be required to pay both the Employee and the Employer's portion of the premium for that coverage beyond the 13 weeks.

## **ARTICLE 18 – APPOINTMENTS & PROMOTIONS**

### **18.01 Accommodation Before Posting**

Prior to posting a vacant Bargaining Unit position, the Employer shall attempt to fill the position giving priority to Employees who require accommodation pursuant to the Ontario *Human Rights Code*.

### **18.02 Posting**

- (a) Vacancies will be posted at the University for a period of at least 7 calendar days on the Human Resources Services' website, on all Facilities Bulletin Boards, and in such other sources as the Employer considers appropriate. The Employer may specify on the posting that applications are restricted to current Bargaining Unit Employees.
- (b) The job posting shall include the following information:
  - i. job title, department, description of the position;
  - ii. wage rate;
  - iii. required qualifications, skills, ability, and relevant job experience;
  - iv. normally scheduled weekly hours of work;
  - v. the normal daily start and end times and other information relevant to the schedule of the position;
  - vi. the current location of the job;
  - vii. Employment Type pursuant to Article 3.02;
  - viii. date the position is anticipated to be filled;
  - ix. closing date of the competition, i.e. job posting;
  - x. the restriction of applications to current Employees, if applicable; and
  - xi. the job is in the Unifor Local 5555 Unit 5 Bargaining Unit.
- (c) In the event a vacancy is posted without the above information, or with incorrect information, upon Human Resources Services being notified of the error during the initial posting period, the job posting will be corrected and re-posted for at least 7 calendar Days.
- (d) For posted positions, a copy of the current job description will be made available upon request.
- (e) To be eligible to apply for posted vacancies, Employees must have completed their probationary period.

- (f) The Employer may temporarily fill any position or vacancy for a period of up to 52 weeks or may determine that a vacancy which has been posted will not be filled.
- (g) The Employer will not use a series of temporary appointments to avoid filling a non-temporary appointment.
- (h) An Employee on vacation during the posting of a position may submit an application within 7 calendar Days of the posting closing and such application will be considered.

### **18.03 Application Process**

- (a) Applicants are required to submit an application as per the instructions on the posting notice.
- (b) All applications will be considered in confidence.
- (c) All Employee applicants to the posted vacancy who may be qualified for the position and who apply within the initial 7 calendar Day period outlined in Article 18.02(a) or 18.02 (c) will be considered.

### **18.04 Selection of Successful Candidate(s)**

- (a) The Employer will base its selection of the successful applicant to fill a posted vacancy on the applicants' overall qualifications, skills, ability and relevant experience for the position. If the selection is to be made from two or more applicants whose qualifications, skill, ability and relevant experience are considered to be relatively equal, the Employee with the greater seniority shall be selected.
- (b) The Employer will notify the Unit 5 Chairperson in writing of the selection decision. This communication will include a list of all applicants internal to the Bargaining Unit and note which were interviewed.
- (c) The Employer will notify the successful applicant. The name of the successful applicant will be posted online.
- (d) Timelines for any grievances brought forward by unsuccessful applicants will start on the date that the applicant was notified by the Employer that they were not successful.

**18.05** At the conclusion of the selection process, the Employer will notify the unsuccessful internal applicants of the selection decision. Unsuccessful applicants may then request a follow-up meeting with the hiring Supervisor for the purpose of receiving feedback on their application as part of the competitive process.

**18.06** In the event that the position becomes vacant again within 60 days of the original posting date, the Employer may elect to reconsider the original internal applicants without re-posting the position and will so advise the Union.

**18.07** No Employee will be required to accept a transfer or promotion to a position outside of the Bargaining Unit without that Employee's consent.

### **18.08 Trial Period**

The successful Employee shall be placed on trial for a period of 60 days for which the Employee is paid and has worked. In the event the successful Employee proves unsatisfactory in the position during the aforementioned period, or if the Employee finds themselves unable to perform the duties of the new job classification, the Employee shall be returned to the Employer's former

position and hourly rate without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to the Employee's former position and hourly rate without loss of seniority.

#### **18.09 Temporary Transfer Opportunities**

Where there is a short-term need for coverage for a position within the bargaining unit as determined by the Employer, the opportunity will be posted and filled as per the provisions of Article 18. The successful candidate will be paid the wage rate for the classification they are filling for the duration of the Temporary Transfer and will maintain participation in those benefits for which they were participating prior to the temporary transfer.

### **ARTICLE 19 – CONTRACTING OUT**

The University shall not contract out work usually performed by members of this Bargaining Unit if, as a result of such contracting out, a lay-off of any Employees results from such contracting out. Contracting out to an employer who is organized and who will employ the Employees of the Bargaining Unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

### **ARTICLE 20 - LABOUR/ MANAGEMENT COMMITTEE**

- 20.01** The Union and the Employer acknowledge the mutual benefits to be derived from joint discussion and consultation and agree to establish a Labour/ Management Committee. This Committee will attempt to foster effective communications and working relationships between the Parties, and to maintain a spirit of mutual co-operation and respect. This Committee will review matters of concern, arising from the application of this Agreement.
- 20.02** The Labour/Management Committee will be composed of up to 5 Union Representatives, of whom one shall be the Unit 5 Chairperson (Unifor Local 5555) or such designate as the Local Union may appoint, and up to 5 representatives of the Employer, of whom 2 shall be the Director, Employee/Labour Relations, and the Assistant Vice-President, Facility Services & Chief Facilities Officer or their designates of an appropriate senior level. A quorum will be 6 members, provided that 3 representatives of each Party are present. The Committee shall select, from itself, one Union member and one University member to serve as joint Chairs who shall be responsible for preparing a mutually agreed upon agenda and for presiding over the meeting.
- 20.03** The Employer shall supply support for the Committee to take minutes, circulate notices of meetings and agendas.
- 20.04** The Committee shall approve minutes taken and publicly post minutes and agendas. Agendas shall be posted at least 7 days prior to the date of meeting.
- 20.05** The Committee, when it reaches a decision to make a recommendation, will forward such recommendation to their respective Parties.
- 20.06** The Committee shall meet at least once every 2 months, and at other times as mutually determined. The Parties may mutually agree to cancel any scheduled meeting.

## **ARTICLE 21 - WAGES**

### **21.01 Pay Equity**

The University and the Union agree that this Agreement complies with the Pay Equity Act of Ontario.

### **21.02**

- (a) The job classifications and hourly wage rates are as set out in Appendix "A(i)" hereto. Such wages shall be paid bi-weekly on Fridays or the immediately preceding business day should the regular pay day be a holiday. Where there is a shortage or an overage of pay on an Employee's pay deposit, the Employer will notify the impacted Employee/s as soon as possible. Pay shortages will be corrected by the Employee's next pay deposit. Pay overages will be communicated to the impacted Employee and reasonable arrangements for repayment will be made.
- (b) All Employees working the afternoon or night shift will be paid a premium of \$1.00 per hour for each hour worked.
- (c) All Employees working between 10:00 p.m. Friday night and 10:00 p.m. Sunday night are entitled to a premium of \$1.00 per hour for each hour worked during this period.

### **21.03 Group Leader Premium**

- (a) A Group Leader is an Employee who has been designated as such by the Supervisor to co-ordinate the work of other Employees or is required to fill in for the Supervisor in the Supervisor's absence. This responsibility is additional to the Employee's regular work. A Group Leader does not have the right to discipline Employees but is responsible to the Supervisor for the efficient performance of the work of the Employees assigned to the Group Leader. This does not constitute an occupational classification for seniority purposes.
- (b) A Group Leader, when so designated by the Supervisor, will be paid a premium of \$1.00 for each hour worked.
- (c) When designating Group Leaders, the Supervisor shall endeavour to do so equitably among Employees who are available and volunteer.

### **21.04 Apprenticeships**

- (a) Apprentices are to be paid in accordance with the following formula:
  - last 2000 hours prior to certification - 90% of applicable wage rate
  - second last 2000 hours prior to certification - 80% of applicable wage rate
  - third last 2000 hours prior to certification - 70% of applicable wage rate
  - fourth last 2000 hours prior to certification - 60% of applicable wage rate
  - all other hours prior to certification - 50% of applicable wage rate
- (b) An apprentice's seniority date for layoff purposes will be the date of entry to classification 9. All benefits will be based on the date of employment provided there has been no break in service as outlined in Article 14.



- (c) There is no guarantee that an apprentice will be continued in the employ of the University after completion of their apprenticeship.

## **ARTICLE 22 – SICK LEAVE**

### **22.01 Sick Leave Due to Non-Occupational Injury or Illness**

- (a) With the exception of Part-time Employees, after completion of the probationary period a Full-time Employee will be credited with 8 hours of sick leave for each calendar month in which the Full-time Employee worked a minimum of 80. The accumulation of sick leave shall not exceed 720 hours and will be calculated on the basis of the Full-time Employee's commencement date in the Bargaining Unit. The Employer will include the Full-time Employee's accumulated sick bank hours on the bi-weekly pay stub.
- (b) Subject to Article 22.01(d), a Full-time Employee who has completed the probationary period will be paid 1 hour of accumulated sick leave for each hour of absence until the sick leave accumulation is exhausted. In the event the sick leave accumulation is exhausted prior to the 720<sup>th</sup> hour, the Employer will continue to pay 50% of normal wage until the 720<sup>th</sup> hour of absence.
- (c) For all absences during any one benefit year (i.e. July 1<sup>st</sup> to June 30<sup>th</sup>) sick leave benefits will be payable from the 4<sup>th</sup> full working day of absence due to non-occupational injury or illness, subject to the Employee providing medical documentation supporting the absence that is satisfactory to the Employer, unless the Employer waives this requirement.
- (d) While receiving 100% of normal wages from the Employee's sick bank, all required deductions and remittances, including those for benefit and pension contributions, will be made. "Normal wages" shall mean the Full-time Employee's base hourly rate multiplied by the Full-time Employee's regularly scheduled hours of work.
- (e) Hours taken for appointments with a doctor, dentist or other health practitioner shall be deducted from an Employee's sick bank in full hours (any fraction counts as a full hour) to a maximum of 16 hours in a benefit year (i.e. July 1<sup>st</sup> to June 30<sup>th</sup>). Hours taken for appointments with a doctor, dentist or other health practitioner shall not be counted as absences for the purposes of Article 22.01(d).

### **22.02 Reporting Absences**

Every Employee who is absent from work due to injury or illness, will maintain communication throughout the absence on a reasonable schedule to be established by the Supervisor, in consultation with the Employee, and Employee Health Services.

### **22.03 Supporting Documentation**

An Employee is required to provide medical documentation satisfactory to the Employer supporting the absence, unless the Employer waives this requirement.

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

- (a) Every Employee who is absent from work due to injury or illness (whether occupational or non-occupational) will be unpaid for the duration of the absence from work, except where paid leave is taken in accordance with Article 22.01.

- (b) Subject to Article 22.03(a), for non-occupational injuries or illnesses resulting in absences of 10 consecutive days or more, the Employee shall provide Employee Health Services with medical documentation.

The Employee is responsible for costs incurred in connection with attending appointments at, or information required from, the Employee's physician.

#### **22.05 Accommodation and Return to Work**

- (a) The Employer will maintain the Return to Work Program, RMM #1002.
- (b) The Employee and Union will participate in the Return to Work Program. The Employee has the right to the representation and support of a Union Steward or Union Representative.
- (c) An Employee may be required to provide written consent for the exchange of relevant medical information between the Employee's physician and the Employer's physician by signing a consent form. If an Employee has an objection to providing such consent, the Employee will contact the Union. The Union shall discuss said concern with the Employer and the Employee shall instead attend at the Employer's physician, at the Employer's expense.
- (d) If the Employer or both the Union and Employee request that an Employee attend an independent medical examination ("IME") by a mutually selected health professional, the cost of such examination shall be paid by the Party making such request, including reasonable Employee travel expenses required to attend the appointment.
- (e) An Employee returning to work after an absence due to illness or injury of less than 24 consecutive months will return to the Employee's former position provided:
  - i. it still exists; and
  - ii. the Employee is capable of performing the bona fide occupational requirements of the position, subject to any workplace accommodations required in accordance with the Ontario *Human Rights Code*;

#### **22.06 Sick/Personal Days ("SPDs")**

- (a) Effective the Date of Ratification, Full-time Employees will be granted 3 SPDs, respectively, with pay and with no loss of benefits, each 6-month period January to June and July to December.
- (b) Accrued and untaken SPDs may be carried forward from one 6-month period to the next, not to exceed a total of 10 in any one 6-month period. Accrued and untaken SPDs in excess of 10 shall be paid out.
- (c) An Employee intending to take an SPD shall submit a request with their Supervisor at least 48 hours in advance. The Employer may deny a request where the absence would be operationally untenable, considering the Employee's particular duties and/or the number of other anticipated absences on the same day. In any case, a request will not be unreasonably denied.

## **ARTICLE 23 – BENEFITS**

### **23.01 Group Benefits (Full-time Employees only)**

#### **(a) General**

- i. Subject to Articles 23.01(b), (c), (d), and (e), Full-time Employees, other than those in job classifications 2 or 3 are eligible to participate in the Extended Health Care Plan, Dental Plan, Group Life Insurance and Accidental Death and Dismemberment Plan. Payment of Employee premiums will be made through bi-weekly payroll deduction.
- ii. The Employer will provide a benefit booklet that describes their coverage under the existing plans available on the Human Resources website. The booklet will be updated within 3 months of any changes to existing coverage.

#### **(b) Extended Health Care Plan**

- i. Subject to Article 23.01(b)(ii), the Employer shall pay 100% of the billed costs for all eligible Employees, for the Extended Health Care Plan in effect as at the Date of Ratification including the Rx05 drug formulary for prescription drugs. Participation in this Plan is a condition of employment. Eligible Employees must enroll their eligible family members before benefits are provided.
- ii. With respect to Grandparented Employees and, effective, July 1, 2019, Full-time Employees in job classifications 2 and 3 with a Seniority date before April 18, 2019:
  1. the Employer shall pay 75% and the Employees shall pay 25% of the billed costs for the Extended Health Care Plan in effect as at the Date of Ratification;
  2. Participation in the Extended Health Care Plan is optional; and
  3. Employees may elect to opt-out at any time and may elect to re-enrol due to a major life change, excluding retirement.

#### **(c) Dental Plan**

- i. Subject to Article 23.01(c)(ii), the Employer shall pay 100% of the billed costs for all eligible Employees for the Dental Plan in effect as at the Date of Ratification. Participation in this Plan is a condition of employment. Eligible Employees must enroll their eligible family members before benefits are provided. Employees who have coverage through their spouse may opt not to participate.
- ii. With respect to Grandparented Employees and, effective July 1, 2019, Full-time Employees in job classifications 2 and 3 with a Seniority date before April 18, 2019:
  1. the Employer shall pay 75% and the Employees shall pay 25% of the billed costs for the Dental Plan as at the Date of Ratification;
  2. Participation in the Dental Plan is optional; and
  3. Grandparented Employees may elect to opt-out at any time and may elect to re-enrol due to a major life change, excluding retirement.

#### **(d) Group Life Insurance Plan**

- i. The Employer will pay 100% of the billed rates of premium for all eligible

Employees for Basic Coverage in accordance with the Group Life Insurance Plan as at the Date of Ratification. Participation in this Plan is a condition of employment. Employees may elect to take additional coverage in accordance with the provisions and regulations governing optional coverage as specified in the Group Life Insurance Plan.

- ii. Eligible Employees are limited to:
  - 1. Full-time Employees in job classifications 4-10;
  - 2. Grandparented Employees; and
  - 3. Effective July 1, 2019, Full-time Employees in job classifications 2 and 3 with a Seniority date before April 18, 2019.

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

- i. The Employer will continue to make this plan available for eligible Employees. The Employees who elect to participate will pay 100% of the billed rates of premium.
- ii. Eligible Employees are limited to:
  - 1. Full-time Employees in job classifications 4-10;
  - 2. Grandparented Employees; and
  - 3. Effective July 1, 2019, Full-time Employees in job classifications 2 and 3 with a Seniority date before April 18, 2019

**23.02 Post-Retirement Benefits**

- (a) Eligibility for post-retirement benefits is limited to eligible Full-time Employees:
  - i. hired before October 1, 2004, provided the Employee collects a pension immediately upon leaving the University;
  - ii. hired between October 1, 2004, and September 30, 2010, inclusive, and who has at least 10 years cumulative service with the University as of the date of retirement, provided the Employee collects a pension immediately upon leaving the University; and
  - iii. hired in job classifications 4-10 on or after October 1, 2010 and, in accordance with Appendix B regarding the Post Retirement Benefit Co-Pay Program;
- (b) Post-retirement benefits are provided in accordance with the applicable post-retirement benefit plans and, for each eligible retiree, limited to those benefits in which the retiree participated as an active Employee on the day immediately preceding the retirement date.

**23.03 Pension Plan**

- (a) Grandparented Employees and Full-time Employees in job classifications 4-10 hired before October 1, 2007, are eligible to participate in the Pension Plan. Subject to Article 23.03(c), the Employer will administer the Pension Plan in accordance with: 1.) the terms and conditions of the text of the Pension Plan as amended and restated as at January 1, 2014, and from time to time; and 2) the appropriate legislation.
- (b) Full-time Employees in job classifications 4-10 and hired on or after October 1, 2007, and effective July 1, 2019, Full-time Employees in job classifications 2 and 3 with a Seniority date before April 18, 2019, will participate in the Group Registered Retirement Savings Plan in accordance with Appendix D.

- (c) Employee contributions to the Pension Plan shall be made in accordance with Appendix C.

#### **ARTICLE 24 – JOB DESCRIPTIONS**

- 24.01** Each position shall have a job description. A copy shall be kept on file in Human Resources Services and provided to the Union electronically within 3 months of ratification.
- 24.02** Job descriptions are developed by the Employer and include duties, tasks, responsibilities, and qualifications and/or equivalent experience.
- 24.03** In accordance with the orientation process in Article 25, the job description shall be provided and explained to new Employees.
- 24.04** Upon request, the job description will be available to Employees through their immediate Supervisor.
- 24.05** Upon request, job descriptions for posted vacancies or other positions shall be made available to Employees through Human Resources Services.
- 24.06** If an Employee feels that they are performing duties on an ongoing basis that are outside of the scope of their job description, they may request a review of their job, in writing, from their Supervisor. The request will detail the duties that are believed to be outside the scope of their existing job description. The Supervisor will respond, in writing, to this request within 14 calendar days. (This may be extended by agreement of the Parties). If the Supervisor and Employee do not agree as to whether or not the duties specified are outside the scope of the existing job description and expected to be ongoing, the matter will be copied in writing to both Human Resources Services and the Union.

#### **ARTICLE 25 – UNION ORIENTATION**

- 25.01** (a) In the appointment letter, the Employer shall advise each new Employee of where to find information about their Union Steward and the President of Unifor Local 5555, and their phone number and campus mail address.
- (b) New Employees shall be entitled to one hour immediately before or after their regularly scheduled lunch period, without loss of pay or benefits, for the purpose of attending a Union Orientation Session.
- (c) The Union shall contact the Employee directly with an invitation to attend a Union Orientation Session.
- (d) An area steward or Union representative may visit a new Employee for the purpose of dropping off Union materials, contact information and invitation to the Union Orientation Session.

#### **ARTICLE 26 – TOOL ALLOWANCE**

- 26.01** Employees in job classifications 6-10 will be paid a tool allowance of \$250 effective October 1<sup>st</sup> of each year of the Agreement.

## **ARTICLE 27 - COPIES OF THE AGREEMENT**

- 27.01** (a) The Parties agree that the Collective Agreement will be printed by Media Production Services.
- (b) Copies of the Agreement will contain both the University and Unifor symbols and be in a format(s) agreed to by the Parties.
- (c) The Parties will share the cost of printing pro rata based on the number of copies requested to be printed by each Party.

## **ARTICLE 28 - TRAINING AND DEVELOPMENT**

### **28.01 Training**

#### **Required and Optional Training**

- (a) Required Training is any form of training or professional or educational development initiative that an Employee is directed to deliver or attend by their Supervisor, including but not limited to conferences, seminars, workshops and courses.
- (b) Optional Training is any form of training or professional or educational development initiative that an Employee may deliver or attend at their option, related to the Employee's current or potential/future employment responsibilities at the University, including but not limited to, conferences, seminars, workshops and courses.

#### **Procedure**

- (c) Required and Optional Training will be identified in writing by the Supervisor as Required or Optional prior to an Employee delivering or attending the Required or Optional Training, failing which, it shall be considered Optional Training for the purposes of this Article 28.
- (d) An Employee who wishes to deliver or attend at Optional Training during working hours shall obtain the prior approval of their Supervisor. Such approval will not be unreasonably denied.
- (e) No Employee will be required to deliver or attend Optional Training.
- (f) An Employee will not be required to make up the time for attendance at any Required Training held during working hours.

#### **Payment**

- (g) An Employee who delivers or attends Required Training shall be paid their regular wages for attendance at the Required Training during their working hours.
- (h) An Employee who delivers or attends Required Training shall be paid overtime in accordance with Article 15.08, if applicable.
- (i) Subject to Articles 28.01 (l) and (m), an Employee who delivers or attends Required Training shall do so without loss of pay. The Employer shall cover the full cost associated with the Required Training. This payment shall not be identified as a taxable benefit added to the Employee's income.

- (j) An Employee and their Supervisor may not agree to waive the payment obligation set out in Article 28.01(i).
- (k) For Optional Training determined to be of benefit to the Employer, the Employer may at its discretion decide to pay for the costs of Optional Training and/or to continue to pay the Employee's regular wages for the time away from work. The decision shall be communicated to the Employee within a reasonable time of the request and shall not be subject to grievance.

#### **Travel**

- (l) If travel is required to attend at Required Training, the cost for such travel arrangements shall be paid by the Employer in accordance with the University's *Reimbursement to Individuals for University Business Policy*.
- (m) An Employee shall only be paid for time worked in accordance with Articles 15 and 21. Travel time will be credited at straight time for attending Required Training.

### **28.02 Tuition Assistance Programs**

- (a) Subject to, and in accordance with, the Policy on Tuition Assistance for Active Employees, as amended from time to time, the Employer will provide tuition assistance to Full-Time Employees. Tuition assistance will be provided in the amount of 100% of the fee for approved courses taken at McMaster University or other approved institutions for courses which are pertinent to an Employee's present or future duties. Conferences, workshops or other courses not part of a formal education program leading to a certificate, degree or diploma do not qualify for tuition assistance.

- (b) Tuition Bursary Program

Subject to, and in accordance with, the Policy on Bursaries for Spouses and Dependents of University Employees, as amended from time to time, the Employer will make tuition bursary available with respect to degree credit courses at McMaster University for the spouses and dependent children of Full-Time Employees. To qualify for this benefit, the Employee must have 3 years of continuous service by the first day of the academic session for which the waiver of tuition fees is requested. The maximum benefit may change from time to time and dependents shall be eligible for such changes.

### **28.03 Paid Education Leave (PEL)**

The Employer agrees to put aside, into a special fund, \$300 yearly for the purpose of providing paid education leave. Such leave will be for upgrading Employee skills in all aspects of trade union functions. Such monies to be put aside on a quarterly basis into a trust fund established by the National Union, Unifor, effective from the date of ratification, and sent by the Employer to the following address:

Unifor Leadership Training Fund  
Unifor Canada - PEL Training Fund  
205 Placer Court  
Toronto, ON, M2H 3H9

## **ARTICLE 29 - DOMESTIC VIOLENCE**

**29.01** The Employer and the Union agree that all Employees have the right to be free from domestic violence. Domestic violence, which may involve physical or psychological violence, stalking or economic abuse against a current or former intimate partner, is a widespread societal problem which must be prevented.

**29.02** The Employer shall offer assistance and provide a supportive environment to its Employees experiencing domestic violence, including accommodating leaves of absence, adjustment of work schedules, giving consideration in the situation of discipline or other supportive responses as may be appropriate in the circumstances. The Employer may request supporting documentation from the Women's Advocate who is acting on behalf of the Employee.

### **29.03 Women's Advocate**

The Parties recognize that Employees may sometimes need to discuss matters such as violence or abuse at home or workplace harassment and may feel more comfortable doing so with a female peer. They may also need to learn about specialized resources in the community, such as counsellors or women's shelters, to assist them in dealing with any issues that may arise.

For these reasons, the Parties agree to recognize that the role of Women's Advocate in the workplace will be served by a Unifor Local 5555 female member selected by Unifor. The Women's Advocate will meet with Employees as required to discuss problems and refer them to the appropriate agency when necessary.

The Women's Advocate will participate in an annual 3-day training conference in accordance with Article 28.01(a).

The Women's Advocate shall be given release from their regular duties as required without loss of regular pay and benefits. The amount of time required for release and the cost allocations are subject to review and agreement by the Employer and the Union. On or before December 1 of each year, Unifor will provide a detailed report to the University's Management Liaison to the Women's Advocate, accounting for the specific activities of the Women's Advocate over the previous 12 months, including:

- i. the total number of Employees they have assisted;
- ii. the specific dates and times for which they have been granted release time as the Women's Advocate;
- iii. an aggregate summary of the matters they have handled; and
- iv. an aggregate summary of the referrals they have made.

**29.04** In all responses to domestic violence, the Parties shall respect Employees' confidentiality.

### **29.05 Employee Family Assistance Program (EFAP) Representative**

The Parties recognize that Employees may sometimes need to discuss personal wellness matters, including addiction issues, and may feel more comfortable doing so with a peer. They may also need to learn about specialized resources in the community for assistance and treatment.

For these reasons, the Parties agree to recognize that the role of the EFAP Representative in the workplace will be served by a Unifor Local 5555 member selected by Unifor. The EFAP Representative will meet with Employees as required to discuss problems and refer them to the appropriate agency when necessary.

Employees may also seek assistance from the University's EFAP provider (Homewood Health) whose contact information can be found on McMaster Human Resources' Employee Health



Services website or the University's Sexual Violence Response Coordinator whose contact information can be found on McMaster's Equity and Inclusion Office's website.

### **ARTICLE 30 – NATIONAL SECURITY**

**30.01** The Canadian government, either directly or through its agencies, may instruct the Employer with respect to the security of information and materials and the personnel permitted to do certain work. The Union recognizes that the Employer is obliged to meet such instructions and that for such reason the Employer may refuse certain Employees access to the work or may transfer Employees covered by such instructions.

**APPENDIX A: JOB CLASSIFICATIONS & STIPULATED WAGE RATES**

**APPENDIX A(i)  
(Classifications 4-10)**

**Effective the date the parties exchange notice of ratification**

Classification	Position	Wage Rates		
		Current	Year 1	Year 2
			DOR*	1-Dec-2019
10	Electrician Sub-Station	\$36.11	\$36.65	\$37.20
9	Electrician	\$35.49	\$36.02	\$36.56
	Plumber			
	Carpenter			
	Locksmith			
	Utilities Operator			
	Control Mechanic			
	Sheet Metal Worker			
Millwright				
8	Maintainer/Utilities Operator	\$29.86	\$30.31	\$30.76
	Fire Technician			
7	Residence Facilities Maintainers	\$28.77	\$29.20	\$29.64
6	Facilities Maintenance Mechanic	\$27.56	\$27.97	\$28.39
5	Gardener	\$25.20	\$25.58	\$25.96
	Equipment Operator			
4	Driver	\$23.29	\$23.64	\$23.99

Notes

1. "DOR" shall be deemed to be the first day of the first full pay period following the date of ratification by both parties.

**APPENDIX A(ii)**  
**(Classifications 2-3)**  
**Effective the date the parties exchange notice of ratification**

Classification	Position	Wage Rates					
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Seniority	0-2 years	2-4 years	4-6 years	6-8 years	8-10 years	10+ years
3	Custodian/Pool	\$15.85	\$16.40	\$16.98	\$17.57	\$18.19	\$18.82
2	Custodian	\$15.85	\$16.40	\$16.98	\$17.57	\$18.19	\$18.82

Notes

1. Employees in Classification 2 shall include all those employed as at the date of ratification by both parties:
  - i. in (former) Classification 1; or
  - ii. in the (former) CC classification; or
  - iii. in the (former) Grandparented classification holding the position of Custodian 3.
2. Employees in Classification 3 shall include all those employed as at the date of ratification by both parties in the (former) GP classification holding the position of Custodian 4.
3. Employees in Classifications 2 and 3 who, as at the date of ratification by both parties, were in the Grandparented Classification shall retain "Grandparented Employee" status for all relevant purposes, as set out in this Agreement.
4. Employees' wage rates shall correspond with a Step on the grid in accordance with their Seniority. Employees' wage rates shall automatically move to the next Step on the grid upon the Employee achieving the minimum level of Seniority for that next Step, as stipulated.
5. Notwithstanding Note 4, the wage rates of all Employees employed as at the date the parties exchange notice of ratification, shall remain at their current rate of \$18.82.

## **APPENDIX B: POST-RETIREMENT BENEFIT CO-PAY PROGRAM**

In accordance with Article 23.02, Employees shall be eligible for post-retirement benefits so long as they:

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

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

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

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

## **APPENDIX C: EMPLOYEE CONTRIBUTIONS TO THE HOURLY PENSION PLAN**

Employees eligible to participate in the Hourly Pension Plan for Employees of McMaster University in accordance with Article 23.03 shall make Employee Contributions to the Plan in accordance with the following table:

<b>Effective Date</b>	<b>Employee Contribution Rate on Regular Annual Salary</b>	<b>Employee Contribution Rate on Regular Annual Salary</b>
	Up to YMPE <sup>1</sup>	In Excess of YMPE
Effective July 15, 2018	7.00% of wage rate	10.00% of wage rate
Effective November 29, 2020	8.00% of wage rate	11.00% of wage rate

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

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<sup>1</sup> YMPE means the year's maximum pensionable earnings as defined by the Canada Revenue Agency. For 2018 YMPE is \$55,900.00 and will increase on a calendar basis.

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

### **ELIGIBILITY**

- Full Time Employees are eligible in accordance with Article 23.03(b). Employees newly eligible to participate in the Plan effective July 1, 2019, shall not participate in the Plan unless they elect to permanently opt in to the Plan, provided such election is made in writing and received by the Director, Employee & Labour Relations on or before April 1, 2019. For Employees electing to opt in, participation shall commence July 1, 2019.

### **WAITING PERIOD BEFORE ENROLMENT**

- After expiry of probationary period.

### **CONTRIBUTIONS FOR SPECIFIC SITUATIONS**

- Active (regular) employment – Employee deductions on 3.5% of base pay up to the YMPE<sup>2</sup> and 5% of base pay above the YMPE, on a biweekly basis (“Required Contributions”);
- Employee option to contribute while on pregnancy leave, parental leave, Family Medical Leave and WSIB, at the same rate as active Employee Required Contribution rates, with Employer matching contributions based on active employment rules;
- No option for Employees to contribute while on Unpaid Leave of Absence or Unpaid Sick Leave;
- Voluntary additional contributions to the Canada Revenue Agency maximum total annual contribution level (“Voluntary Contributions”).

### **EMPLOYER CONTRIBUTION FORMULA**

- Matching Employee Required Contributions, no match on Employee Voluntary Contributions.

### **COVERED PAY**

- Regular base earnings

### **PAYMENT OF FEES**

- Paid from the Plan

### **INVESTMENT**

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

### **FLEXIBILITY**

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

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<sup>2</sup> YMPE means the year’s maximum pensionable earnings as defined by the Canada Revenue Agency. For 2018 YMPE is \$55,900.00 and will increase on a calendar basis.

## **Letters of Understanding**

### **RE: SCOPE**

The Parties agree that Employees may be required, at the discretion of the Employer, to work at locations other than 1280 Main St. West, from time to time. Unifor acknowledges and agrees that the terms of the Unit 5 collective agreement will apply to this work, as applicable, and the Unit 1 collective agreement shall not apply to this work. Nothing herein shall be deemed to cause or imply an expansion of the scope of the Bargaining Unit as set out in Article 2 or a restriction to the Employer's ability to contract out in accordance with Article 19.

### **RE: POLICIES AFFECTING TERMS AND CONDITIONS OF EMPLOYMENT**

University policies (and procedures included therein) affecting terms and conditions of employment which are not specifically mentioned in this document will continue in force unless they are changed by the University. In those cases where there is a conflict between a policy and this Collective Agreement, the Collective Agreement shall prevail.

The Employer will advise the Union a minimum of 15 days prior to changing a policy affecting terms and conditions of employment. The Employer and the Union will meet to discuss such change to the policy. The Employer shall consider the Union's comments in good faith.

### **RE: ROSTER OF ARBITRATORS**

Where no agreement is reached pursuant to Article 6.10(c) of the Collective Agreement, the Parties agree to utilize a roster of Arbitrators and a procedure for scheduling Arbitrations, as set out below, for the duration of this Collective Agreement. The entire process will be reviewed during negotiations for a renewal Collective Agreement and, if the Parties are in agreement that the process is working effectively, it will be continued.

The Parties agree that the following persons will be asked to serve as a single Arbitrator, on a rotating basis:

1. **Brian Keller**
2. **Rick McDowell**
3. **Susan Stewart**
4. **Paula Knopf**
5. **Christine Schmidt**
6. **Kevin Burkett**
7. **Jane Devlin**

Should an Arbitrator not be available to arbitrate within 60 calendar days of being asked, the next person on the list shall be asked and so on until one on the list is available. For the next Arbitration, the name that appears on the list immediately after the Arbitrator last selected shall be next in the sequence of selection. Once during the term of this Agreement each Party may veto the name that appears on the list immediately following the last Arbitrator selected. However, by mutual consent, the Parties may select a listed Arbitrator out of sequence or select an Arbitrator not on the list. The Parties will use their best efforts to make themselves available for any date offered by the Arbitrator.

**RE: OTHER PREMIUMS & REIMBURSEMENTS**

Upon provision of a receipt to their Supervisor, reimbursement for Employees in classifications 9 and 10 who are required to maintain a compulsory trade license (namely: Electrician, Plumber, Sheet Metal Worker) as a term & condition of employment, up to a maximum of \$135.60 per Employee.

**RE: PERSONAL PROTECTIVE EQUIPMENT**

The University agrees that some Personal Protective equipment - specifically, Breathing Masks/Respirators and Fall Arrest Body Harnesses shall remain for the exclusive use of a specified Full-time Employee while performing work in their job classification.

The list of designated Employees will be determined and reviewed on an annual basis by the Facilities Services JHSC.

It is further understood that when these designated Employees no longer perform these duties or leave their job classification, the personal protective equipment specified above will no longer remain in their possession for their exclusive use. At all times, this personal protective equipment remains the property of the University.

**RE: APPRENTICESHIP AND DEVELOPMENTAL OPPORTUNITIES**

The parties agree to discuss Apprenticeship and Development Opportunities at LMC.

**RE: OPPORTUNITIES EXTERNAL TO THE BARGAINING UNIT**

In the event a member is the successful candidate to a position within the Local, but external to the bargaining unit, the Union and the University agree they will meet to facilitate the opportunity for the member.

**RE: FACILITY SERVICES COMMUNITY DAY OF SERVICE**

One purpose of the Community Day of Service is to build employee engagement and to enable the Employees to learn about the local community, by volunteering, on a scheduled work day, in a local community organization.

The Department is committed to engaging in discussions about it with Employees and the Union at Labour Management Committee Meetings.

**RE: DISPLACEMENT**

In the event of a layoff of an Employee in the position of Electrician Sub-Station, that Employee shall first have an opportunity to displace an Employee in the position of Electrician, prior to the application of Article 17.03ii.

In the event of a layoff of an Employee in the position of Residence Facilities Maintainers, that Employee shall first have an opportunity to displace an Employee in the position of Facilities Maintenance Mechanic, prior to the application of Article 17.03ii.

It is agreed that a Full-time Employee may not displace a Part-time Employee and vice-versa.

## **RE: JOINT ANTI-HARASSMENT COMMITTEE INVESTIGATIONS**

The University and Unifor Local 5555 agree to maintain a "Joint Anti-Harassment Committee" (JAC) whose function shall be to conduct investigations into Formal Complaints of workplace harassment, discrimination, or sexual violence including workplace sexual harassment, where the Assessment Team has recommended, and the Decision Maker has authorized, an internal investigation in accordance with the University's Policy on Harassment and Discrimination: Prevention & Response, or Sexual Violence Policy, under the following circumstances (each, a "Complaint"):

- 1) Where there is a Unifor Unit 5 member complainant and a Unifor Local 5555 member respondent;  
or
- 2) Where there is a Unifor Unit 5 member complainant and a TMG respondent.

The JAC will comprise of at least three representatives selected by the University and at least three selected by the Union. At least one member of the JAC must be male and another must be female.

All JAC members shall attend workplace investigation training provided by Rubin Thomlinson LLP prior to commencing an investigation. Each party agrees to be responsible for the cost of training its members of the JAC.

When a Decision Maker authorizes an internal investigation in circumstances set out above, the following shall apply:

- (a) The University and Union will each appoint one member of the JAC to sit on a JAC investigation sub-committee. Subject to operational requirements, the member appointed by the Union will be granted release time as necessary, without loss of pay. In the event that operational requirements do not allow for the anticipated necessary release time, the Union will be so advised and will appoint another member of the JAC to sit on the JAC investigation sub-committee. The Union shall reimburse the University for the release time of its appointed JAC investigation sub-committee member;
- (b) Where the Complaint involves sexual violence or gender discrimination, the complainant may request that the JAC investigation sub-committee include a JAC member of a specific gender (if possible);
- (c) The Assessment Team will provide the JAC investigation sub-committee with a scope and mandate for the investigation. The JAC investigation sub-committee will jointly conduct an investigation in accordance with the scope and mandate and the applicable Policy(ies);
- (d) Any Unifor Unit 5 member who is to appear before the JAC investigation sub-committee may request that an independent Union Representative be present during their interview as an Advisor, in accordance with the applicable Policy(ies);
- (e) Once the JAC investigation sub-committee has finalized its investigation, it shall complete a written report of its findings of fact. The report may also include, with the agreement of the JAC investigation sub-committee members, (a) recommendation(s) for remedial action, such as discipline. Neither the JAC or JAC investigation sub-committee shall determine the remedial action to be taken, if any, arising from the investigation; that is the sole responsibility of the University. The report will be finalized in consultation with the Assessment Team and submitted to the Decision Maker pursuant to the applicable Policy(ies). A copy of the report will be provided to the Director, Employee/Labour Relations and the Unifor Local 5555 President. The complainant and respondent(s) will be provided with a written decision from the relevant Decision-Maker, in accordance with the applicable Policy(ies);



The Unifor Local 5555 President will receive a copy of the written decision that is provided to Unifor complainants and Unifor respondents. The written decision is confidential and must be treated as such unless a party is required to produce such documents by law or by an arbitrator;

- (f) In the event the JAC investigation sub-committee does not agree on their findings of fact, or requires guidance on its analysis, it will consult with the Assessment Team to seek consultation and guidance on the points of discrepancy. If, after such consultation, that JAC investigation sub-committee cannot reach agreement on their findings of fact, the Decision Maker will be so advised and the University will proceed independently; and
- (g) Neither the investigatory process giving rise to the report nor the findings of fact contained in the report, in and of themselves, or as they may form the basis for remedial action, such as discipline, may be the subject of the grievance procedure. The level of discipline imposed may be the subject of the grievance procedure except where it matches exactly a recommendation of the JAC investigation sub-committee.

This process does not bind any employee groups not stipulated herein. Further, the University reserves the right to conduct its own investigation independent of the terms of this Letter of Understanding.

### **RE: SENIORITY FOR PURPOSES OF LAYOFF**

Notwithstanding Articles 14.01(a) and 17.01(a), for the purposes of identifying the Seniority of Employees in job classifications 4-10 for purposes of layoff, Seniority in this context shall be determined by the Employees' start date in the position, rather than the hire date in the bargaining unit. So, for instance, an Employee in job classification 2 who gets promoted to a position in job classification 9 will be deemed to have less Seniority for layoff purposes than every other Employee in that position, except those whose hire date in the bargaining unit occurs after the date of the promotion.

### **RE: SICK LEAVE**

In accordance with paragraphs 1-5 of this LOU, the parties agree to suspend the application of the current sick leave program/process (Article 22.01-22.04) and to replace it with a new Pilot sick leave program/process, in conjunction with an enhanced entitlement to SPDs, in accordance with Article 22.06(a).

The parties therefore agree as follows:

#### **Transitional Matters**

1. Effective the date the parties exchange notice of ratification, Articles 22.01-22.04 (Sick Leave...) shall cease to apply, subject to paragraph 4.
2. Effective the date the parties exchange notice of ratification, Employees' accrued and unused sick banks shall be frozen and no further accrual shall occur.
3. An Employee on unpaid sick leave as at the date the parties exchange notice of ratification, is not eligible for Sick Leave Pay in accordance with paragraph 5, except that they will become eligible following a return to active service of at least one week.
4. On or after September 1, 2020, in conjunction with written notice to bargain, either party may notify the other of the desire to revoke this LOU, in which case, effective the date of ratification of the renewal collective agreement:

- i. accrued and untaken SPDs in excess of two shall be paid out;
- ii. the entitlement to SPDs in accordance with Article 22.06(a) for Full-time Employees shall be reduced as follows: for Employees in classifications 4-10, from 3 every 6-month period to 2 per calendar year; and for Employees in classifications 2 and 3, from 3 every 6-month period to nil.
- iii. Articles 22.01-22.04 shall be reinstated and Article 22.06(a) deemed deleted; and
- iv. frozen sick banks shall be unfrozen.

### **Sick Leave Pay**

5. (a) Subject to a 10-day waiting period (the "Waiting Period") and paragraphs 5(b)-(e), a Full-time Employee who is absent due to injury or illness will be paid at the rate of 100% of regular wages for all hours absent commencing with the first hour of absence (after the Waiting Period) and continuing for the duration of the absence up to a maximum of 15 weeks ("Sick Leave Pay").
  - (b) During the Waiting Period, and following the Waiting Period, while in receipt of Sick Leave Pay, the Employee will continue to participate in those benefits, pension/GRRSP plans in which they were participating immediately prior to the Waiting Period, provided the Employee continues to pay the applicable employee contributions. Employee pension contributions shall be calculated based on the Employee's full salary (100%) as at the previous July 1.
  - (c) The Employee must use any accrued and untaken SPDs during the Waiting Period and, once SPDs are exhausted, may then choose to use accrued and untaken CTO and/or vacation.
  - (d) Sick Leave Pay shall be subject to applicable statutory and other deductions, including those in respect of the Employee's continued participation in the benefits and pension/GRRSP plans, as applicable.
  - (e) An Employee absent from work due to illness or injury is required to:
    - i. provide medical documentation satisfactory to the Employer supporting the absence, unless the Employer waives this requirement; and
    - ii. maintain communication throughout the absence on a reasonable schedule to be established by the Supervisor, in consultation with the Employee, and Employee Health Services.

### **RE: SOCIAL JUSTICE**

The Employer agrees to contribute \$300.00 annually to the Unifor - Social Justice Fund. The Fund is a registered non-profit charity which contributes to Canadian and international non-partisan, non-governmental relief and development organizations. Such monies are to be sent by the Employer to the following address:

***Unifor Social Justice Fund  
205 Placer Court  
Toronto, Ontario M2H 3H9***

## **RE: WORKING PAST AGE 65**

For those Full Time Employees who continue to work past the age of 65 and who are eligible for benefits, the following provisions will apply:

- i. The Group Life benefit extends to December 1 of the calendar year in which the Employee attains the age of 69, at which point it will convert to the retiree life insurance benefit (*\$5000 lump sum policy*). This timing is commensurate with the date that the *Income Tax Act* requires an individual to begin to collect their pension.
- iii. The Out-of-Province Emergency Medical coverage will continue until December 1 of the calendar year in which the Employee attains age 69, at which point it will convert to the retiree Out-of-Province Emergency Medical benefit (\$10,000 lifetime). The University has negotiated with Blue Cross to extend this from the current provision of July following age 65.

## **RE: PROFESSIONAL DEVELOPMENT AND TRAINING**

### *Professional Development*

It is acknowledged that Employees, the Employer and Union, all benefit from a highly skilled, contemporaneous workforce. Such a workforce promotes sustainability, increased productivity and job security. The Union and Employer share a commitment to promoting the professional development of Employees and to encouraging and supporting Employees in that endeavour.

Employees are encouraged to be proactive and to avail themselves of professional development and training opportunities that may be of value in their current positions or that may facilitate career progression or transition. Training opportunities exist through the Tuition Assistance program, McMaster's Centre for Continuing Education and other avenues.

### *Training*

The Employer will notify Employees and the Union in advance of planned changes in job design or requirements so to enable Employees, where operationally feasible, to pursue any training that may be required prior to the changes taking effect.

With a view to enabling improved workforce adjustment, the Labour Management Committee shall establish a Training Committee, which shall operate as a sub-committee of the Labour Management Committee. The Training Committee will identify and pursue strategic opportunities to enhance Employees' access to, and participation in, professional development, with particular emphasis on training specific to working at McMaster that may not be otherwise available. It is expected that these opportunities, to the extent embraced by Employees, will lessen the need for, or mitigate the impact of, redundancies.

Members of the Training Committee shall be selected by the Labour Management Committee which shall include 3 members as determined by the Employer, and 3 members as determined by the Union.

This Letter of Understanding shall be null and void and cease to be effective 1 day prior to the expiry of the collective agreement.

**RE: UNIFORMS**

The Employer will provide vouchers for 4 pieces of uniform clothing per year, at no cost, for all Fulltime Employees. Employees are required to wear such uniforms. Uniforms will be replaced as required. Employees have a choice of wearing either a smock or pant suit.

Part-time Employees will be entitled to the following in each benefit year (July 1 - June 30):

- (i) 2 pairs of work pants; or
- (ii) 2 work shirts; or
- (iii) 1 pair of work pants and 1 work shirt.

The University has caused this Agreement to be executed, on its behalf, in the City

of Hamilton, Ontario on this 31 day of January 2019.

For the University:



Debbie Martin  
AVP and Chief Facilities Officer



Craig MacDonald  
Director, Maintenance Services



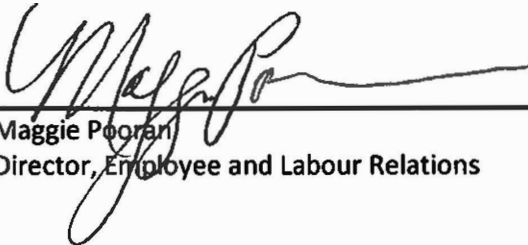
Carlos Figueira  
Director, Custodial, Grounds and Logistics Services



Kevin Beatty  
Director, Housing and Conference Services



Geoff Tierney  
Lead Spokesperson



Maggie Pooran  
Director, Employee and Labour Relations



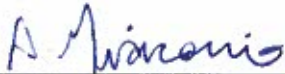
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Courtney Livesey  
Senior Consultant, Employee/Labor Relations & Dispute Resolution and Human Resources Manager



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Nina Bovair  
Consultant, Employee/Labour Relations & Dispute Resolution



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Amanda Giacomino  
Job Evaluation Specialist



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Katie Millar  
Lead Metrics and Analysis Specialist

The Union bargaining team has caused this Agreement to be executed, on its behalf, in the City of Hamilton, Ontario on this 31 day of January 2019.

For the Union:



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Matt Root  
Unifor National Representative



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Beth Couchman  
Unifor Local 5555, President



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Emily Heikoo  
Unifor Local 5555, Vice-President



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**Chantelle Hankins**  
Unifor Local 5555, Unit 5, Chairperson



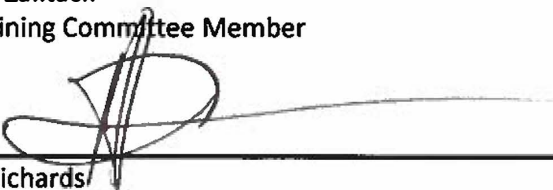
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**Gunnar Christiansen**  
Bargaining Committee Member



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**David Zalitack**  
Bargaining Committee Member



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**Ann Richards**  
Bargaining Committee Member



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**Jan Tajzler**  
Bargaining Committee Member