

## ARTICLE 1 - TERM OF AGREEMENT-36-month term (May 1, 2019 – April 30, 2022)

### ARTICLE 2 – RECOGNITION

2.01 The University recognizes Unifor Canada, and its Local 5555, as the sole and exclusive bargaining agent for all non-academic employees of McMaster University in the Province of Ontario, save and except:

- a) persons exercising managerial functions or employed in a confidential capacity in matters relating to labour relations within the meaning of subsection 1(3)(b) of the *Ontario Labour Relations Act, 1995*;
- b) physicians employed in a professional capacity;
- c) hourly staff of the Parking and Transit Services;
- d) temporary and casual staff;
- e) Research Associates (Academic) employed in that capacity for less than two years (after two years they shall be in the Bargaining Unit), Post-Doctoral Fellows, Clinical Scholars, Clinical Fellows, Research Fellows, Teaching Fellows, Conversational Assistants, Visiting Scientists, and Visiting Professors;
- f) employees in bargaining units for which any trade union held bargaining rights under the *Ontario Labour Relations Act*, as of March 2, 1999;
- g) employees represented by the McMaster University Faculty Association;
- h) professional librarians employed in a professional capacity; **and**
- i) employees in job classifications in the Management Group (TMG) as of March 2, 1999, as described in and modified by the memorandum of agreement between the Parties dated January 20th, 2000, or their subsequent equivalents;
- j) **full-time students enrolled at McMaster University including those with a reduced course load as part of an academic accommodations plan, and individuals hired into positions that are created specifically for recruitment of graduate students, co-operative education placements, internships, and similar experiential learning placements;**
- k) **non-administrative employees in the Department of Hospitality Services;**
- l) **employees reporting into University Advancement in positions of Communications, Fundraising / Development and Government / Alumni Relations, excluding Administrative Assistants;**
- m) **invigilators; and,**
- n) **standardized patients.**

2.02 For the purposes of this Article 2, it is understood that:

- a) the following persons are employed in a confidential capacity in matters relating to labour relations within the meaning of subsection 1(3)(b) of the *Ontario Labour Relations Act, 1995*:
  - i. employees in the Offices of the President, Vice-President (Administration), Provost & Vice-President (Academic), Vice-**President** (Research ~~& International Affairs~~), Vice-President (University Advancement), **Dean and** Vice-President (Health Sciences), ~~Human Rights and Equity Services~~ **Equity & Inclusion, Office of Legal Services, IT Strategic Implementation Office**, and Human Resources; and

- ii. one confidential administrative support person to each Associate and Assistant Vice-President **and Vice-Provost**, Dean, University Registrar, University Librarian, Chief **Information Technology** Officer, ~~Director of Financial Services Controller~~, and Director of Housing & Conference Services.
- (b) the following are the organizations as of March 2, 1999, which were affiliated with McMaster University; and that the employees of these organizations are not employees of McMaster University:
- i. Canadian Baptist Archives
  - ii. Hamilton Health Sciences Corporation
  - iii. Graduate Students Association
  - iv. McMaster Association of Part-Time Students
  - v. McMaster Children's Centre Inc.
  - vi. McMaster Divinity College
  - vii. McMaster University Faculty Association
  - viii. Unifor Local 5555
  - ix. McMaster Student Union Inc.
  - x. Regional Medical Associates
  - xi. Innovus Inc.
- (c) Research Associate is a non-academic job classification within the Bargaining Unit; and
- (d) employees who were Research Associates (Academic) as of March 2, 1999, are grandparented out of the Bargaining Unit.

## ARTICLE 3 – DEFINITIONS

### 3.02 Types of Employees:

“**Employee**” means any Employee of the University within the Bargaining Unit as defined in Article 2.

- (a) “**Full-time Employee**” means an Employee who works a standard work week of at least 35 hours, unless otherwise specifically stipulated.
- (b) “**Part-time Employee**” means an Employee who works less than a standard 35 hour work week, unless otherwise specifically stipulated.
- (c) “**Limited Term Employee**” means an Employee who is either full-time or part-time employed in a position where an end date has been determined such that the total appointment, including any extensions, is for a minimum of 12 months but no longer than 36 months.

*Effective May 2, 2021, “Limited Term Employee” means an Employee who is either full-time or part-time employed in a position where an end date has been determined such that the total appointment, including any extensions, is for a minimum of greater than 12 months but no longer than 36 months.*

- (d) “**Continuing Employee**” means an Employee who is either full-time or part-time and not a Limited Term Employee.
- (e) “**Seasonal Employee**” means a Continuing or Limited Term Employee who is either full-time or part-time and works in a position with a minimum term of 6 months each year with annually scheduled start and end dates.
- (f) “**Probationary Employee**” means an Employee who is serving the probationary period as defined in Article 13.

- (g) “**Temporary employee**” means an employee who works in a position with a duration of less than 12 months.  
*Effective May 2, 2021, “Temporary employee” means an employee who works in a position, commencing on or after May 2, 2021, with a duration of less than 6 months.*
- (h) “**Casual employee**” means an employee who works in a position having no specified schedule and that may be of indefinite duration.
- (i) “**Research Employee**” means an Employee whose position is funded by research grants, contracts or physicians’ billings.
- (j) *Effective May 2, 2021, “Short-Term Employee” means an Employee who works in a position, commencing on or after May 2, 2021, with a duration of at least 6 months and no more than 12 months.*

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

**ARTICLE 4 - MANAGEMENT RIGHTS \*\*STATUS QUO**

**ARTICLE 5 - UNION REPRESENTATION**

**5.03 Union Release Time**

**Unpaid Release Time**

- (g) Subject to Article 5.03(a), any release time, *including travel time*, required by a Union Representative or Union Steward to attend to Union business other than for the purposes outlined in Article 5.03(c) when granted will be without pay or granted with an agreement that the time absent will be worked at a later date.

**ARTICLE 6 - COMPLAINT/GRIEVANCE AND ARBITRATION PROCEDURE \*\*STATUS QUO**

**ARTICLE 7 - NO STRIKES OR LOCKOUTS\*\*STATUS QUO**

**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 harassment and workplace harassment. The University has policies on these topics, including: *Policy on Discrimination and Harassment and ~~Sexual Harassment~~: Prevention and Response Policy*; Violence in the Workplace Policy; and Sexual ~~Assault~~ *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 Ontario Human Rights Code.*
- (a) 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, 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 Sexual 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 is comment or conduct of a sexual nature directed at an individual or group by another individual or group of the same or opposite sex where it is known, or ought reasonably to be known, that this attention is unwanted. In this context, sexual harassment includes but is not limited to:***~~

***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.
- (b) Such other 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

#### 8.04 Workplace Harassment

- (a) The Parties agree to foster a harassment-free workplace.
- (b) Harassment in the workplace includes intimidation that is repeated and/or unwelcome, threats or a pattern of aggressive, or insulting behaviour by a person in the workplace, where the person knows or reasonably ought to know that this behaviour is likely to create an intimidating or hostile workplace environment, or is perceived on the part of the Employee to create a negative psychological or emotional state, or is an abuse of authority over an Employee.
- (c) 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.

#### 8.05 Employee's Options for Resolution

If an Employee believes she has been subjected to discrimination, sexual harassment or workplace harassment she has a range of options to address the issue in a manner appropriate to her needs and situation. She 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 complaint to ~~a University Representative~~ **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 complaint to a Union Representative and seek assistance in addressing the issue which may include initiating a grievance under Article 6;
- (d) report the complaint 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*.

#### 8.06 Investigation \*

[\* See Letter of Understanding: Joint Anti-Harassment Committee Investigations]

- (a) On receipt of a complaint from an Employee or a Union Representative to the Director, Employee/Labour Relations, the Employer will investigate and take action to address the complaint as may be necessary based on its investigation.
- (b) In the case of a complaint raised through a Union Representative, the Director, Employee/Labour Relations will inform the Union of such outcome.
- (c) ***An Employee who is asked to attend a meeting in accordance with the Discrimination and Harassment Policy or Sexual Violence Policy will be entitled to have a support person attend with them as an Advisor. The support person may be a Union Representative.***

#### 8.07 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 reprisals 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.

- (c) The Employer will provide respectful workplace training as it deems necessary.

## ARTICLE 9 – CORRESPONDENCE & INFORMATION

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, job description number, Employee identification number, department, campus address including building and room number, and, if available, full street/mailling address, salutation, **preferred gender identity**, employment start date, home address, home telephone number, workplace email address, hourly rate with corresponding Grade and Step, regular weekly hours, and payroll status;

## 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* (“OHS”), *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, including Deans, Directors, Chairs, Research Supervisors, etc. 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 **injuries, incidents and hazardous situations 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 OHS) 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).

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 and easily accessible** 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.

### 10.08 Education and Training

- (a) The Employer agrees to pay the costs for certification training of Employees appointed to a JHSC or CJHSC as required to meet OHS obligations.

- (b) Unless otherwise agreed by the Parties, Employees **to be appointed as certified worker representatives** and upon request, will be provided with **access to in class 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, and the Employer’s ability to maintain legislative compliance.** ~~access to the first locally available core certification training program, subject to the operational needs and reasonable scheduling requirements of the Employer. An Employee who is denied the first locally available core certification training program shall take the next available training.~~
- (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 she has 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.

### 10.13 Ergonomics

- (a) Administration of ergonomic concerns will be in accordance with McMaster University’s Ergonomic Safety Program.
- ~~(b) Where an ergonomic concern is beyond the scope of the Committee or a representative of the Employer, the Employer shall retain a consultant agreed to by the Committee.~~
- (c) 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 wear and clothing.
- (b) The Employer agrees to reimburse 100% of the cost of safety shoes or boots to a maximum of ~~\$140~~ \$180 per year for Employees who are required to wear them in the performance of their duties.
- (c) The Employer agrees to reimburse 100% of the cost of one pair of prescription safety glasses (lens and frames) for Employees required to wear them in the performance of their duties to a maximum of either \$250 per 2 years or, at the discretion of the Employer and where a preferred supplier is used, no maximum per 2 years. This is in addition to the regular vision benefits as in Article 22.03.
- (d) To be eligible for reimbursement noted under Article 10.14(b) and (c), the protective footwear and eye wear must be designated as required by the Employer and must meet all relevant standards specified by the Employer.

### 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 Employee** and occurs outside the Employee’s normal shift, she 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 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 \*\*STATUS QUO**

## **ARTICLE 12 - PROGRESSIVE DISCIPLINE AND DISCHARGE \*\*STATUS QUO**

## **ARTICLE 13 – PROBATIONARY EMPLOYMENT**

**13.01** A newly-hired Employee will be on probation for a period of ~~6-8~~ months. An Employee employed in a temporary position immediately prior to being hired into a Bargaining Unit appointment by the same supervisor will be on probation for a period of ~~3~~ 4 months, subject to 13.03(c).

**13.02** At the time of her appointment, the Employee will be advised of the job requirements and the Employer's expectations of successful job performance that she 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 her 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 1 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 13.1 – PROBATIONARY EMPLOYMENT – SHORT-TERM EMPLOYEES**



**13.1.01 A Short-Term Employee who, upon cessation of their appointment, commences a subsequent appointment as a Limited Term Employee or a Continuing Employee in the same position shall be on probation for 4 months. A Short-Term Employee who, upon cessation of their appointment, commences a subsequent appointment as a Limited Term Employee or a Continuing Employee in a different position shall be on probation for 8 months. Any such probationary period can be waived by the Employer.**

**13.1.02 The employment of a Short-Term Employee may be terminated at any time during their appointment with notice provided in accordance with the Employment Standards Act, 2000, and they will not have recourse to the Grievance and Arbitration procedure regarding their termination, unless the decision to terminate is contrary to Article 8.02.**

## **ARTICLE 14 – SENIORITY \*\*STATUS QUO**

## **ARTICLE 15 - HOURS OF WORK**

### **15.03 Scheduling of Hours**

- (a) The Employer will include the normally scheduled daily and weekly hours of work in each job posting, **and for Seasonal Employees, the approximate start and end of the active/inactive work period(s)**. The Employee's Supervisor will confirm at the time of appointment, which of Articles 15.02(a), (b), (c), or (d), apply, and the normal schedule including normal start and end times. An Employee may confirm her hours with her Supervisor at any time.
- (b) (i) The Union and the Employee shall be provided with a minimum of 3 months' written notice (**two weeks for Short-Term Employees**) if the Employee's current hours of work are to be changed by the Employer on an ongoing basis, in any or all of the following circumstances:
  - 1. the number of hours worked in a day or week are to be changed by up to, but less than, 10% of the total hours in all positions the Employee holds in the Bargaining Unit (for changes in hours of 10% or greater, Article 17 shall apply);
  - 2. the number of hours worked in a day or week will not change but when those hours are worked in a day or week will change;
  - 3. hours of work are to be changed as a result of the introduction of a new Shift;
  - 4. hours of work are to be changed from a Seasonal schedule to a Non-Seasonal schedule, or from a Non-Seasonal schedule to a Seasonal schedule where the change in hours is up to 10% of the total hours in all positions the Employee holds in the Bargaining Unit.
- (ii) The Supervisor, Employee and Union Representative may agree in writing to effect the change in hours of work sooner than the effective date specified in the written notice.
- (iii) Where a new Shift is introduced as in Article 15.03(b)(i)(3), the choice of which Shift is worked shall be offered on the basis of seniority among qualified Employees. If an opportunity to work the new Shift is declined, the least senior qualified Employee shall be appointed.
- (iv) ~~**At the Union's request, an Employee whose hours of work are to be changed in accordance with Article 15.03(b), will be afforded Priority Application Status in accordance with Article 17.05(d) for the duration of the notice period.**~~

### **Temporary Change**

- (c) (i) Where an Employee's regular schedule or Shift is to be changed on a temporary basis (i.e. not on an on-going basis) by the Employer, the Employee shall be provided with notice of the change and its expected duration as soon as practicable but in any event, no later than 15 Working Days prior to the change.
- (ii) If the Supervisor is unable to provide 15 Working Days notice, the Employee will be paid for all hours worked outside of her regular schedule or Shift at a premium rate of time and a half. A Supervisor may adjust an Employee's schedule or shift pursuant to this Article 15.03(c)(ii) a maximum of 5 days in a calendar year.

- (iii) Articles 15.03(c)(i) and 15.03(c)(ii) shall not apply where the temporary change is the result of a mutual agreement among the Employee, her Supervisor, and another Employee with respect to a change of hours or Shift.
- (iv) **Articles 15.03(c)(i,ii,iii) do not apply to Short-Term Employees. The Employer will provide as much notice as reasonably possible for a temporary change of hours relative to the terms of the appointment upon hire.**

#### 15.04 Flexible Work Scheduling Arrangements

- (a) An Employee may request a change to her 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. **Upon request, a copy of the written arrangement shall be provided to the Unit 1 Chairperson.**
- (b) In certain positions, as set out in the "Letter of Understanding Regarding Work Arrangements for Certain Positions, such as Coaches", hours of work will vary widely to meet the requirements of the work. In such circumstances, the standard hours of work per week will be observed over a scheduling period jointly determined between the Employees concerned and their Supervisors. Any such arrangement shall be confirmed in writing, with a copy provided to the Director, Employee/Labour Relations and the Unit 1 Chairperson.
- (c) In the event an Employee requires a non-ongoing flexible schedule, or experiences a personal emergency, the Employee shall contact her Supervisor and arrange to flex the time spent dealing with that personal emergency to another date. Such arrangements will not be unreasonably denied.

#### 15.07 Meal and Break Periods

##### Meal Periods

- (a) Subject to Article 15.07(b), the University provides one 60-minute unpaid meal period in the Employee's normal work day, unless a paid meal period is provided. Should an Employee request an unpaid meal period of less than 60 minutes, but not less than 30 minutes subject to operational requirements and with an adjustment of either start or end times, such request will not be unreasonably denied. **The arrangement will be in writing and the Unit 1 Chairperson shall be provided a copy, upon request.**
- (b) ~~For shifts of 5.5 hours or the Employee shall be provided one 30-minute unpaid meal period. No Employee will work more than 5 consecutive hours without a 30-minute unpaid meal period.~~
- (c) An Employee may request two or more shorter unpaid meal periods provided that in each 5 consecutive hours the Employee is given at least 2 meal periods that together total at least 30 minutes. Subject to operational requirements, the Employee's request will not be unreasonably denied.
- (d) ~~Because they are required to remain available for immediate recall to the control room, nuclear reactor operators will be provided with one 30-minute paid meal period per 8-hour Shift. All Employees required to remain available for immediate recall Nuclear Reactor Control room will be provided with one 30-minute paid meal period per 8-hour shift.~~
- (e) In the event of overtime, Employees shall receive one 30-minute unpaid meal period in accordance with the *Employment Standards Act, 2000*. Employees who work authorized overtime for 2 consecutive hours or more beyond their regular hours in a work day are entitled to reimbursement for the cost of a meal in accordance with University Policy and Procedures.

##### Break Periods

- (f) Subject to Article 15.07(g), the University provides two 15-minute paid break periods, as scheduled by her Supervisor in the Employee's normal work day.

- (g) For shifts of 5.5 hours or less, the Employee shall be provided one 15-minute paid break.
- (h) Break periods are scheduled according to the work needs of the Department. An Employee will not normally be required to work through a paid break. An Employee cannot, at her initiative, work through paid break periods such that the time worked would be calculated as overtime worked or banked to accumulate paid time off.
- (i) Meal and break period schedules shall be mutually agreed to where possible between the Employee and the Supervisor. They are subject to change by the Supervisor depending on the work needs of the Department. If an Employee is required by her Supervisor to work through her meal period or her break, the Employee will be given either pay or time off in lieu in accordance with Article 15.09(e).

**15.08 Part-Time Schedules and Additional Hours of Work**

- (a) In the case where a Part-Time Employee is required to work beyond her standard work week, the following will apply:
  - (i) To the extent feasible, additional hours will be allocated on a voluntary basis.
  - (ii) Should a sufficient number of Part-Time Employees not be available to meet operational requirements, then Part-Time Employees will be assigned to work the additional hours of work. ~~**The University will attempt to allocate additional hours of work on an equitable basis among readily available qualified Part-Time Employees who normally perform those duties.**~~
  - (iii) **The University will attempt to allocate additional hours of work on an equitable basis among readily available qualified Part-Time Employees who normally perform those duties.**
  - (iv) Whenever possible, the Employer will provide reasonable notice of additional hours of work. Where reasonable notice is not provided and except in the case of emergencies, the Employee may refuse to work additional hours of work.
- (b) All additional hours of work must be authorized by the Employee's Supervisor in advance of it being worked. The Employee and her Supervisor will determine the mechanism required for such authorization. A Supervisor may provide written authorization for additional hours of work wherein an Employee may, with set limitations, work additional hours of work without specific advance authorization.
- (c) Part-time Employees will be paid overtime in the event that they work beyond the equivalent full-time Shift as defined in Article 15.02, or exceed the equivalent full-time work week as defined in Article 15.02. All hours worked up to the equivalent full-time Shift or work week will be considered additional hours.

**15.09 Overtime**

- (a) The Parties recognize that the University's operations may require the performance of overtime. Overtime will be assigned as follows:
  - (i) To the extent feasible, overtime will be on a voluntary basis.
  - (ii) Should sufficient Employees not be available to meet the operational requirements, then Employees will be assigned to work the overtime. ~~**The University will attempt to allocate overtime on an equitable basis among readily available qualified Employees who normally perform those duties.**~~
  - (iii) **The University will attempt to allocate overtime on an equitable basis among readily available qualified Employees who normally perform those duties.**
  - (iv) 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. An Employee may refuse overtime work in excess of 5 hours per week even if reasonable notice is provided.

- (b) Pursuant to the provisions of Article 15.02(a), (b) and (c), overtime is time worked by a Full-Time Employee:
  - (i) in excess of 7, 7.5 or 8 hours per day; or
  - (ii) in excess of 35, 37.5 or 40 hours per week; or
  - (iii) on a sixth or seventh day in a week except where such day(s) are part of a repeating schedule which averages 5 days per week over the course of the schedule.

Where an Employee works overtime, the Employee shall be paid an amount equal to 1.5 times her regular hourly rate for each hour worked.

- (c) Overtime must be authorized by the Employee's Supervisor in advance of it being worked. The Employee and her 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.
- (d) In circumstances described in Article 15.04(b), entitlement to overtime is based on hours worked which exceed the standard work week, averaged over a period of time to be determined by the Supervisor, in consultation with the affected Employees.
- (e) **Payment of Overtime or Compensating Time Off**

- (i) Overtime may be compensated in pay or Compensating Time Off at the equivalent rate. The Employee will notify the Supervisor the choice of overtime as pay or Compensating Time Off. If the Employee chooses the option of pay, the Supervisor may choose to approach another Employee to work the overtime opportunity. If Compensating Time Off is selected by the Employee, it will be scheduled at a mutually agreeable time normally not later than March 31 for work done in the 12-month period ending December 31. Should this not be possible, the Supervisor will ensure that the Employee receives payment at the applicable rate by April 30 unless the Employee and her Supervisor agree to extend the period for the taking of Compensating Time Off. It is agreed that, for Compensating Time Off purposes, overtime may be carried over from one fiscal year to the next, as follows:

- (ii)
  - a. at the Employee's option, up to 10 hours; and
  - b. with the agreement of the Employee, Supervisor and Union, any number of hours greater than 10.

- (ii) Upon termination an Employee will be paid for outstanding accumulated overtime.

#### 15.12 ~~Call-Back Call-In~~

~~When an Employee who has completed her normal work day and has left the University premises is required by her Supervisor or designate to return to work at a time she would not normally be working, she shall be entitled to Call-Back pay. An Employee entitled to Call-Back pay will be paid at 1.5 times her regular rate with a minimum of 4 hours. When an Employee is called in to work unscheduled hours they will be paid a minimum of 4 hours at 1.5 times their regular rate.~~

#### 15.13 Log on and Telephone Consultation Pay

An Employee who is required by her Supervisor to log-on from her home or from a remote location to the Employer's computer system or to engage in a telephone conversation, **email, or text messaging** to conduct work **outside the normal hours of their appointment** will be paid a minimum of one hour of overtime at 1.5 times the Employee's regular hourly rate for the actual overtime worked.

#### 15.14 Change of Location

- (a) Where an Employee's work location is to be changed to another site, the Union and the Employee shall be

provided with a minimum of 3 months' written notice of the change (**two weeks for Short-Term Employees**). The Employee may agree in writing to accept such change sooner after having consulted with a Union Representative.

~~(b) At the Union's request, an Employee whose location is to be changed in accordance with Article 15.14(a), will be afforded Priority Application Status in accordance with Article 17.05(d) for the duration of the notice.~~

15.15 There shall be no duplicating or pyramiding of overtime, **call-in** or premium payments unless provided herein.

## ARTICLE 16 - LEAVES OF ABSENCE

### 16.03 Unpaid Personal Leave (*Inapplicable to Short-Term Employees*)

- (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, provided she pays 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) Upon return to work from an Unpaid Personal Leave, the Employee will resume her former position provided that it still exists, with full corresponding salary and benefits. If her former position becomes redundant during the term of the leave, she shall receive notice under Article 17 at the time of the redundancy.

### 16.04 Vacations

#### (a) Entitlement Schedule

- i) 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. The schedule shows the vacation entitlement for the current benefit year for full-time service (at least 1820 hours) in the most recent 12 months to June 30.
- ii) **Notwithstanding Article 16.04 (a)(i), Employees on leaves of absence shall accrue vacation pay based on their earnings, subject to Articles 16.04(a)(iii), (iv) and (v).**
- iii) **Supplemental Unemployment Benefits (SUB) received during a pregnancy, parental, or family medical leave shall be deemed to be earnings for the purpose of Article 16.04(a)(ii), and shall be deemed to be earned at 100% of the Employee's regular rate of pay (irrespective of the actual SUB and/or Employment Insurance Benefits received during such leaves).**
- iv) **Salary Continuance received in accordance with Article 30.01 shall be deemed to be earnings for the purposes of Article 16.04(a)(ii).**
- v) **Article 16.04(a)(ii) is effective beginning with leaves taken during the accrual period starting July 1, 2019 and vacation taken during the 2020 calendar year.**

Less than one year	1.25 days per month*
1 but less than 4 years service	15 days
4 but less than 14 years service	20 days
14 but less than 15 years service	21 days
15 but less than 16 years service	22 days
16 but less than 17 years service	23 days
17 but less than 18 years service	24 days

18 but less than 30 completed years      25 days

30 or more completed years                      30 days

[ \*expressed in Working Days per completed month of service, plus a prorated number of Working Days per partial completed month of service]

Vacation will be pro-rated for Part-time and Seasonal Employees.

Employees who have a superior vacation entitlement shall not have their vacation entitlement decreased as a result of the above vacation schedule.

**(b) Scheduling**

- i. All vacation days are scheduled by mutual agreement between the Supervisor and the Employee, subject to the departmental work requirements.
- ii. If, as of April 30, ~~2016~~ 2019, a department has established a practice of identifying periods of time during which vacation cannot be approved due to operational requirements, which periods exceed 5 consecutive weeks or a total of 13 weeks in a calendar year, an Employee affected by this schedule will be entitled to 5 additional days vacation in that year. The Supervisor will provide notice of such periods by December 31 for the following year. With notice, the Employee's Supervisor may approve single days of vacation during such designated periods and such approval will not be unreasonably withheld. A Department not having such a practice may establish one after April 30, ~~2016~~ 2019, with the agreement of the Union.
- iii. Any vacation request granted is only valid within the department that granted the request, unless mutually agreed to by the Employee and hiring Supervisor.
- iv. Employees shall submit vacation requests as far in advance as possible. Requests for vacation shall not be unreasonably denied. The granting/denial of a vacation request shall normally be given within 20 Working Days of the request.
- v. In the alternative, where a Supervisor chooses to establish a common deadline for submission of vacation requests:
  - a. a response approving/denying the request shall be provided within 20 Working Days of the common vacation request deadline.
  - b. 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 that deadline may not subsequently rely on seniority to establish priority in a scheduling conflict. An Employee transferring to another department may not rely on seniority in a scheduling conflict when the effect would be to cause a cancellation, in full or in part, of a previously approved vacation request.
- vi. Where an Employee's scheduled vacation is interrupted due to her ~~hospitalization~~ **admittance to hospital** for one day or more, the Employee shall be allowed to postpone the vacation days **which were** spent in the hospital to a later date in accordance with Article 16.04 and upon receipt of sufficient medical documentation provided to the ~~Manager of Employee Health Services~~ **University's Occupational Health Nurse, Employee Health Services**.

**(c) Vacation Year**

Vacation days are earned in the benefit year, the 12-month period from July 1 to June 30.

Vacation days are taken in the calendar year, the 12-month period from January 1 to December 31.

Vacation days taken must not exceed vacation days earned.

**(d) Carryover**

Each Employee should take her full amount of vacation entitlement within the appropriate calendar year. A Supervisor and Employee must make every effort to ensure the Employee takes her 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 her Supervisor.

**16.06 Pregnancy and Parental Leaves and Eligibility**

All Employees are entitled to pregnancy and/or parental leaves in accordance with the *Employment Standards Act, 2000*. ***It is understood that SUB benefit under Article 16.06 (a) and 16.06 (b) is calculated based on a standard, not extended, parental leave.***

**(a) Financial Benefits (*Inapplicable to Short-Term Employees*)**

An Employee who takes a pregnancy or parental leave pursuant to this Article 16.06 is entitled to the financial benefits set out in 16.06(a)(i) (Option A) or 16.06(a)(ii) (Option B) below, at her election. It is understood that an Employee electing to take a pregnancy leave and a parental leave for the same child (or children) may elect to receive financial benefits for either leave (under either Option) but not both leaves.

**i. Option A**

For each week of leave up to the 19th week, inclusive, the University will pay 90% of regular salary, 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 her EIA entitlement is less than the EI Max, her weekly payment from the University will be 90% of regular salary less the amount of her EIA entitlement.

OR

**ii. Option B**

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

**(b) Other Benefits (*Inapplicable to Short-Term Employees*)**

- i) An Employee who takes a pregnancy and/or parental leave pursuant to this Article 16.06 is entitled to continue to participate in all pension and health benefits plans, as may be applicable, including Extended Health, Dental and Basic Group Life, for the duration of the leave(s), provided the employee continues to contribute her normal share of the cost of these benefits, including pension contributions.
- ii) Any Employee wishing to continue participation in any of the Employee-paid benefits, as may be applicable, such as Long-Term Disability (LTD), Optional Life insurance, and Accidental Death & Dismemberment (AD&D) insurance, must notify Human Resources Services of this decision in advance of the commencement of the leave and arrange for the payment (e.g. payroll deduction) of the Employee's normal share of benefit premiums.

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

iv) An eligible Employee who commences ~~a statutory pregnancy or parental~~ leave during the notice period under Article 17 may elect to suspend the notice period for purposes of Article 17 until the date her leave is scheduled to end, following which the balance of her notice period will resume.

## 16.07 Family Medical Leave

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

### (b) Supplementary Compassionate Care Benefits (*Inapplicable to Short-Term Employees*)

An Employee will be entitled to Supplementary Compassionate Care Benefits for up to 8 weeks.

For each week of leave up to the 8th week, inclusive, the University will pay 90% of regular salary, 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 her EIA entitlement is less than the EI Max, her weekly payment from the University will be 90% of regular salary less the amount of his or her EIA entitlement.

### 16.07.1 Domestic or Sexual Violence Leave

***The Employer recognizes that Employees facing domestic or sexual violence may need to leave for various reasons including: to seek medical attention, counselling, access victim services, to move, or to seek legal or law enforcement assistance. Employees are eligible for such leave in accordance with the Employment Standards Act, 2000. Employees are entitled to 5 days leave, without loss of pay, in addition to any entitlements under the Employment Standards Act, 2000.***

## 16.09 Public Service Leave

### (a) Campaign

An Employee seeking public office may make application for a leave of absence, at full salary, during the campaign for election on the following basis:

- i. for election to the Parliament of Canada; leave for the equivalent of up to 30 days;
- ii. for election to the Legislature of Ontario, leave for the equivalent of up to 30 days;
- iii. for election to Municipal, Regional or County Office or Board of Education; leave for the equivalent of 5 to 10 days depending upon the nature of the office being sought.
- iv. ***For election to Band Council.***

The period of leave in each case need not be taken on consecutive days or necessarily in whole days. 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, she 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 **or Band Council**; subject to the work requirements of the department, leave of absence for attendance at sittings of the Council or Board. If the length of time involved is significant, such absences will be subject to a pro rata reduction in salary;
- ii. For full-time positions, leave of absence, without pay, for a period of up to 5 years.

Should the Employee continue to serve in public office beyond the 5 years mentioned above, her 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 his or her 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 ~~the choice of Priority Application status in accordance with Article 17 or~~ severance in accordance with Appendix I.

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

#### 16.10 Personal Leave (*Inapplicable to Short-Term Employees*)

- (a) Employees ~~who have completed their probationary period~~ will be granted 2 Personal Leave days without loss of regular pay and benefits each calendar year at a time mutually agreeable to the Employee and her Supervisor.
- (b) The Personal Leave days shall be taken in the calendar year in which they are granted.
- (c) An Employee may request that a Personal Leave day be taken on the same day it is requested or in half-day increments. Subject to operational requirements, approval for requests of Personal Leave days shall not be unreasonably denied.

#### 16.11 Deferred Salary Leave

The Deferred Salary Leave agreed to by the Parties on October 6, 2004, will remain in effect for the duration of this Agreement. [**Parties agree to update October 2004 Joint-Document**].

### ARTICLE 17 - REDUNDANCY– LAYOFF

#### 17.02 Measures to Avoid or Minimize the Impact of Layoff

- (a) There will be no layoffs until a reasonable attempt has been made by the Employer to make the necessary reductions in the workforce through attrition.
- (b) Subject to Article 17.02(a), the following Employees shall be subject to layoff identified by inverse order of seniority provided the remaining Employees can carry out the remaining work of the Department with Minimal Training:
  - i. Redundant Employees in the affected positions, unless the identified Employee holds another position within the Bargaining Unit; and
  - ii. Employees whose total hours of work in all positions within the Bargaining Unit have been changed by 10% or more from those specified at the time of the Employee's most recent appointment and who have not accepted such change. For an ongoing change in hours of less than 10%, Article 15.03 shall apply. **For an ongoing change in hours at the request of the Employee, Article 15.04(a) shall apply.**
- (c) Seniority shall be determined with reference to the seniority list in effect in accordance with Article 14.02, and the list of Employees on probation.

- (d) Prior to notifying an Employee that she is subject to layoff in accordance with Article 17.04, the Employer will meet with the Union and will inform the Union of the Employer’s intentions including identification of the affected Employee(s) and the reasons for the redundancy. At this meeting the Parties may discuss and agree to alternative arrangements that meet operational needs and eliminate the need for, or limit the impact of layoffs. Alternative arrangements may include the provision of additional training to the Employee(s).

**17.03 Eligibility**

- (a) Continuing Employees as set out in Article 3.02 who have successfully completed their probationary period and whose position is declared redundant or whose hours have been changed by 10% or more from those specified at the time of their appointment are eligible to participate in the processes set out in Article 17.
- (b) Probationary, and Limited Term Employees whose employment is ended prior to the contract end date, are eligible only for notice under Article 17.04(a) and, severance under Appendix I. None of the other provisions of Article 17 shall apply.

**Change in Hours of 10% or More**

- (c) Where an Employee is provided notice of a change of hours in accordance with Article 17.02(b)ii., ~~she they~~ **may** elect to:
  - i. accept the change in hours of 10% or more from those specified at the time of her most recent appointment and commence the new hours at the end of her notice period in accordance with Article 17.04, or such sooner date as may be agreed between the Employee and her Supervisor, and in either case none of Articles ~~17.05, 17.06~~, 17.07, or 17.08 shall apply; or
  - ii. accept layoff from all Bargaining Unit positions and participate in the processes set out in Article 17; or
  - iii. in the case where she holds more than one position in the Bargaining Unit and the change in hours does not affect all positions, decline the overall change in hours, but choose to maintain the unaffected position(s). ~~Article 17.05 shall apply, but not Articles 17.06, 17.07, and 17.08.~~

**17.04 Notice of Layoff**

- (a) Employees who are subject to layoff will be given a minimum level of written notice, **at a meeting attended by the Supervisor or designate and Union representative**, in accordance with the following schedule:

<u>Years of Service</u>	<u>Notice</u>
in probationary period	2 weeks
over probationary period but less than 4 years	8 weeks
4 years but less than 6 years	10 weeks
6 years but less than 10 years	12 weeks
10 years or more	16 weeks
11 years	17 weeks
12 years	18 weeks
13 years	19 weeks
14 years	20 weeks
15 years	21 weeks
16 years	22 weeks
17 years	23 weeks
18 years	24 weeks
19 years	25 weeks

20 years or more

26 weeks

- (b) Subject to Article 17.04(c), (d), and (e) the notice period shall begin on the date on which written notice was received by the Employee or the date the written notice was delivered by registered mail to the Employee's current address on file with HR, whichever date is earlier.
- (c) If an Employee is on a *leave in accordance with the Employment Standards Act, 2000, pregnancy, parental, family, Salary Continuance, LTD or WSIB leave*, her notice period will begin the date ~~returns to work following the expiry of the leave~~. *For the purpose of this Article 17.04(c), a Career Growth Opportunity shall be recognized as an approved leave of absence.*
- (d) If an Employee is on a Union leave, pursuant to Article 16.08, and her position is declared redundant during the leave, the Employee will be placed in an alternate position upon the end of the leave with no change to her rate of pay.
- ~~(e) If, at the time notice is provided, an Employee is on an approved leave of absence that is not referenced in 17.04(c), her Priority Application status entitlement will be deferred until the date she returns to work, or otherwise would have returned to work in the case where her notice period expires while she is on leave. For the purpose of this Article 17.04(e), a Career Growth Opportunity shall be recognized as an approved leave of absence.~~
- (f) While an Employee is expected to continue to work as assigned during the notice period, the Employer, at its sole discretion, may excuse the Employee from some or all of her work obligations during the notice period.
- (g) An Employee who resigns or retires prior to the end of the notice period will forfeit any remaining entitlements pursuant to this Article 17, including any entitlement to severance pay pursuant to Article 17.08.
- (h) During the notice period, an Employee will be afforded reasonable time off to seek alternative employment, including time to prepare for, and attend at, meetings with hiring supervisors, subject to the advance approval of the Employee's immediate Supervisor. Such approval will not be unreasonably withheld.

#### ~~17.05~~ **Priority Application Status**

- ~~(a) The Employer shall maintain a list of all Employees who have been provided notice of layoff. Monthly, the University shall provide the Union with a copy of this list. Subject to Article 17.05(b), an Employee on the list will be afforded Priority Application status.~~
- ~~(b) An Employee shall maintain her Priority Application status until the date that is the earlier of:
  - ~~i. the date that she has requested of Human Resources that her name be removed from the list;~~
  - ~~ii. the date she has obtained an alternate position in the Bargaining Unit;~~
  - ~~v. the date that is 36 months after the date of layoff; or~~
  - ~~iv. the date that her employment has ended.~~~~
- ~~(c) Notwithstanding Article 17.05(b)(ii), a Continuing Employee who accepts a Limited Term assignment pursuant to Article 17.05(d) shall be afforded Priority Application status for 36 months, beginning with the date that is 10 weeks prior to the expiration of the Limited Term assignment.~~
- ~~(d) An Employee with Priority Application status will be the successful candidate for a vacant position in the Bargaining Unit, for which the Employee applies, provided:
  - ~~i. in the application process, the Employee has indicated in writing that she has Priority Application status;~~
  - ~~ii. the vacant position is at a pay grade that is the same or lower than the highest pay grade of the positions formerly held by the Employee under JE 2009;~~~~

- ~~iii. — the Employee possesses the qualifications, skills, ability, and relevant experience to perform the work of the vacant position with Minimal Training, and is the most qualified of those who have applied with Priority Application status; if two or more candidates are equally qualified, seniority will prevail.~~
- ~~(e) — The Employee may be required to participate in the recruitment process, including interviews and testing. Upon being contacted by the Employer to arrange interviews and/or testing, the Employee will receive a copy of the job description for the position. Interviews and/or testing shall be held during the Employee's regular hours of work. The hiring supervisor shall ensure that the assessment is objective, balanced and conducted in good faith. In cases where the Employee attends an interview and/or testing with the Employer and the Employer ultimately determines that the Employee is not the successful applicant for the position, the Employer shall communicate to the Employee and the Unit 1 Chairperson the basis for that determination prior to an offer being made to the successful candidate.~~
- ~~(f) — An Employee appointed to a vacant position in accordance with Article 17.05(d) will be subject to a trial period of up to 60 Working Days. During this trial period, at the Employer's initiative or upon request of the Employee, the Employee may be released from the position and her rights and entitlements pursuant to this Article 17 will be reinstated as if she had not been appointed.~~
- (g) An Employee subject to layoff pursuant to Article 17.02(b)ii (change of hours) may choose to accept the change in hours, to begin at the end of her notice period, at any point during her notice period, provided the position has not been offered to someone else.
- (h) The Parties recognize that an Employee on layoff may accept one or more temporary appointments at the University external to the Bargaining Unit. In such a case, Articles 17.07 and 17.08 will continue to apply as if she had not accepted the temporary appointment(s). If the Employee chooses to receive severance pay, it is understood that her Bargaining Unit employment and any rights she may have had pursuant to the Collective Agreement will end.

#### ~~17.06 — Displacement Process~~

- ~~(a) — If, at the date of layoff, an Employee has not been appointed to an alternate position with the Employer, she will be permitted to participate in the Displacement process in accordance with this Article 17.06.~~
- ~~(b) — Within 5 Working Days following notice of layoff, the Employee shall:~~
- ~~i. — advise the Employer in writing of her election to participate in the Displacement process and submit an updated resume; or~~
- ~~ii. — advise the Employer in writing of her election to forego participation in the Displacement process;~~
- ~~failing which, she shall be deemed to have elected the latter.~~
- ~~(c) — An Employee participating in the Displacement process will be given the opportunity by the Employer to displace another Employee, subject to the following rules:~~
- ~~i. — the displacement shall be of the least senior Employee, whose position is at the same or lower pay grade in an eligible position where the displacing Employee has the qualifications, skills, ability, and relevant experience to perform the work of the position held by the Employee to be displaced;~~
- ~~ii. — seniority shall be determined by reference to the Seniority List maintained in accordance with Article 14.02, and the list of Employees on probation, as those lists exist on the date the Employee receives notice of layoff;~~
- ~~iii. — Full-time Employees may displace only other full-time Employees. Part-time Employees may displace only other part-time Employees. For purposes of this provision, Full-time Employees~~

~~are those Employees whose regular hours of work are 910 hours or more per year. Part-time Employees are those where the Employee's regular hours of work are less than 910 hours per year;~~

~~iv. Employees who have received notice of layoff are exempt from being displaced during their notice period; and~~

~~v. Employees may not displace into positions which are funded through research grants, contracts or physicians' billings, or limited term positions with 6 months or less remaining in the term.~~

~~(d) An Employee identified by Human Resources to be displaced shall be given at least 2 weeks' notice of the effective date of the displacement. In the event she is in fact displaced, unless she is a Probationary Employee, she will be entitled to participate in the Displacement process, Layoff and Severance pay in accordance with Articles 17.06, 17.07, and 17.08, respectively. For purposes of applying these Articles, the date she is given notice of the effective date of the displacement shall be considered the "notice of layoff" date and the date she is displaced shall be considered the "date of layoff".~~

~~(e) The Employee will receive the wage rate of the position into which she displaces, determined in accordance with Article 21.03(c) or (d), as applicable.~~

#### 17.07 Layoff

(a) ~~Employees will have up to 36 months of unpaid Priority Application Status from the date of layoff, subject to Article 17.05(b). The period of layoff will be up to 24 months immediately following the notice period.~~

(b) An Employee's seniority will continue to accrue during a layoff.

(c) An Employee will continue to participate in those benefit plans in which she had been participating immediately prior to the layoff in accordance with Article 22 to the end of the 2nd pay period following the pay period in which the date of layoff occurred. Subject to coverage being available in the marketplace, the Employee may continue to participate in some or all of those benefit plans for the balance of the period of layoff provided that she pays 100% of the premiums ~~by providing post-dated monthly cheques, authorized~~ in advance, for 6 month intervals renewable through the period of the layoff.

(d) While on layoff, an Employee will be eligible to participate under the terms of the ~~Waiver of Tuition Fees for Dependents, Bursary for Dependents and Tuition Assistance Bursaries for Spouses and Dependents of University Employees and Tuition Assistance for Active Employees~~, for the full academic term (4 months) following the academic term in which the date of layoff occurred.

#### 17.08 Severance Pay

Subject to Article 17.05(h):

(a) An Employee subject to layoff who has not obtained an alternate position with the Employer ~~through the processes of this Article 17 or otherwise~~, will receive severance pay, calculated as of the date of layoff and in accordance with Appendix I:

i. Upon request of the Employee in writing to Human Resources at any time on or after the date of layoff, it being understood that severance pay shall be paid at the earliest on the first regular pay date following the date of layoff; or

ii. if the Employee has not made a request for severance pay, the date that is ~~24~~ 36 months after the date of layoff.

- i. At the point of collecting severance, an Employee's severance pay will be based on either Appendix I or the entitlement under the *Employment Standards Act, 2000*, whichever is greater.
- (b) Upon receipt of severance pay, the Employee's employment at the University shall end.

**17.09 Notwithstanding Articles 17.01-17.08, the processes in place on November 1, 2019 shall continue to apply with respect to those Employees who received notice of layoff on or before November 1, 2019.**

## **ARTICLE 18 - APPOINTMENTS AND 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 those** who require accommodation pursuant to the Ontario *Human Rights Code*.

**18.01.1 The parties affirm that Employment Equity is a key part of progress towards inclusivity in the employment relationship and that the hiring process shall reflect this affirmation.**

### **18.02 Posting**

- (a) Vacancies **greater than 12 months** will be posted at the University for a period of at least 5 Working Days on the Human Resources Services' website 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, and job description number;
  - ii. salary grade and range;
  - iii. required qualifications, skills, ability, and relevant job experience;
  - iv. normally scheduled daily and 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 1 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 5 Working Days.
- (d) For posted positions, a copy of the current job description will be made available upon request.
- (e) When a new faculty member joins the University from an external employer, she may bring with her pre-existing team members who will then be appointed to positions in the Bargaining Unit without the requirement to post the position(s). Such new positions will not be considered vacancies. **The foregoing shall also apply to a new faculty member's Spouse. No Unifor Unit 1 Employee is subject to layoff as a result of this clause. The Unit 1 Chairperson will be notified prior to the appointment(s) to a Unit 1 position.**
- (f) To be eligible to apply for posted vacancies, Employees must have completed their probationary period.

- (g) The Employer may temporarily fill any position or vacancy for a period of **less than 12 months (Effective May 2, 2021: 6 months)** or may determine that a vacancy which has been posted will not be filled.
- g.1** ***Notwithstanding 18.02(a), the appointment of an Employee in the Bargaining Unit may be extended without the requirement to post the position. For example, a Short-Term Employee extended beyond 12 months, shall convert to Limited-Term status, effective the first day following the 12-month period. An Employee will be eligible for the applicable collective agreement entitlements in accordance with their status.***
- (h) The Employer agrees that it will not use a series of temporary appointments to circumvent creating a position to be filled by a Bargaining Unit Employee. The Employer agrees a temporary appointment may be extended past 12 months **(Effective May 2, 2021: 6 months)** with the agreement of the Union.

### 18.03 Waivers of Posting

The Employer may request a waiver of posting from the Union.

### 18.04 Application Process

- (a) Applicants are required to submit an updated resume with their application letter 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 5 Working Day period outlined in Article 18.02(a)~~ **the posting period** will be considered.

### 18.05 Selection of Successful Candidate(s)

- (a) ~~Subject to Article 17.05(d), the~~ **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) Prior to an offer of employment being made, the Employer will notify the Unit 1 Chairperson in writing of the selection decision. ~~This communication will include a list of all internal applicants, a resume screening tool for the top 10 internal applicants, and a candidate assessment form for unsuccessful internal applicants who attend interviews and/or testing with the hiring Supervisor. This communication will include a resume screening tool for the top 10 internal applicants. Within 5 Working Days of notification to an unsuccessful internal applicant who attended interviews and /or testing with the hiring Supervisor, the Union may request from the Director of Employee/Labour Relations an assessment summary for that applicant. These materials will be provided to the Union within 5 Working Days.~~
- (c) The Employer will notify the successful applicant. The name of the successful applicant will be posted on the Human Resources Services' web site within 5 Working Days of the ~~successful applicant's acceptance~~ **employee's start date in the new position.**
- (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.

## ARTICLE 19 – CAREER GROWTH OPPORTUNITY

### 19.03 Administration of Career Growth Opportunities

- (a) A Career Growth Opportunity may be extended with the agreement of the Supervisor, the Employee, and the Supervisor of the Employee's home Department. In such cases, the Union will be notified.

- (b) Subject to Article 19.01(b), the regular position of an Employee on a Career Growth Opportunity may be filled in accordance with Article 19.
- (c) Temporary salary adjustments, if appropriate, will be made in accordance with Articles 21.03(b), (c) or (d), as applicable.
- (d) Should the ~~limited term Career Growth~~ assignment become ~~a regular vacancy continuing~~, normal hiring procedures in accordance with Article 18 will be followed, unless a waiver of posting for the Career Growth incumbent is requested of the Union.

## ARTICLE 20 - LABOUR/ MANAGEMENT COMMITTEE \*\*STATUS QUO

## ARTICLE 21 – COMPENSATION

### 21.01 Pay Equity

The Employer and the Union affirm that the Job Evaluation System, inclusive of the Job Evaluation Plan, the Factor Weightings and the Wage Grid, have been developed and will be maintained in accordance with the *Pay Equity Act*, and may not be amended or changed without the agreement of both Parties.

***The Parties agree a Pay Equity review will be initiated within 3 months of ratification.***

### 21.02 Assignment of Pay Grades

Jobs will be rated by the Evaluation Committee and the results will be used to determine the appropriate pay grade.

### 21.03 Step Placement and Progression

#### Step Placement for an Initial Appointment

- (a) The starting wage on initial appointment of a new Employee will be determined by the hiring department in consultation with Human Resources Services, taking into account pertinent previous experience; such wage must be the equivalent of a Step on the grid and no less than the lowest Step on the grid of the applicable pay Grade. When an Employee is hired at a Step above the lowest Step on the grid, Human Resources Services will notify the Union.

#### Step Placement for Movement to a Higher Grade

- (b) The wage rate of an Employee who obtains a position in a higher pay Grade, whether by appointment, transfer or otherwise, or whose current position is re-evaluated to a higher pay Grade, will be determined by the Step in the higher pay Grade that represents at least a 5% increase from her previous wage rate but, in any case, not lower than Step 1 and not higher than Step 10. At its discretion, the Employer may place the Employee at a higher Step on the grid.

#### Step Placement for Movement to a Lower Grade

- (c) The wage rate of an Employee who obtains a position in a lower pay Grade, whether by appointment, transfer or otherwise, will be determined by the Step in the lower pay Grade that represents at most a 5% decrease from her previous wage rate but, in any case, not lower than Step 1 and not higher than Step 10. At its discretion, the Employer may place the Employee at any Step on the grid in the new pay Grade. The wage rate of an Employee whose current position is re-evaluated to a lower pay Grade will be determined in accordance with the ~~Letter of Understanding regarding Appendix IV~~ JE2009.

#### Step Placement for a Lateral Transfer

- (d) The wage rate of an Employee who obtains a position in the same pay Grade, whether by appointment, transfer or otherwise, will be maintained but, at its discretion, the Employer may place the Employee at any higher Step on the grid in the pay grade provided that it is not higher than the wage rate at Step 10.



### Step Progression

- (e) All Employees who have completed their probationary period and whose wage rate is below the maximum for their pay Grade will advance through the Wage Grid by way of set progression increments until the highest Step is attained.
- (f) For those Employees who are hired, transferred, or promoted to a new pay Grade after the implementation of the Wage Grid (December 16, 2001), progression through the Steps in the pay Grade will occur on the anniversary date of the Employee's placement in that pay Grade. For other Employees, progression through the Steps in the pay Grade will occur on the anniversary date of the implementation of the Wage Grid.
- (g) Changes to an Employee's Wage Rate on her anniversary date will be effective as of the anniversary date.
- (h) The Employer may move Employees through the Wage Grid at an accelerated rate.

### Market Adjustment

- (i) In the event that the Employer determines that an anomalous market circumstance exists such that the Employer is experiencing difficulty in attracting and/or retaining Employees in a specific job, it may document the extent of the competitive shortfall and pay a market adjustment as part of the Employee's hourly wage rate.
- (j) Before implementing such an adjustment, the Employer will meet with the Union and provide information about the scope and nature of the situation and the amount of the adjustment required to address it. In the event that the market condition changes, with the effect that a continued adjustment is no longer necessary, the Employer may discontinue the payment of the adjustment on 3 months' notice to the Union and to any Employees in receipt of the adjustment.
- (k) The adjustment will be included in the calculation of pension and premium time calculations.

### **21.04 Over Maximum**

An Employee whose salary is above the highest Step in her pay Grade, will be administered as over-maximum. Such Employees will not be eligible for any salary increases until their salary is less than or equal to the highest basic rate of pay in the pay Grade.

### **21.05 Temporary Transfer**

**(a.1) *A temporary transfer to another job shall be permitted for a period of less than 12 months.***

- (a) An Employee who is temporarily transferred to another job which is lower than the Employee's Grade shall suffer no loss in pay during the temporary transfer.
- (b) An Employee who is temporarily transferred for a period of one month or more to another job which is higher than the Employee's Grade will be paid at the Step in the higher Grade that is at least 5% higher than the Employee's current Step.
- (c) Upon return to her former position, the Employee's wage will be reduced to the former level with any adjustments that would have taken place had the Employee not accepted the temporary transfer.

### **21.06 Additional Duties**

- (d) The assignment of additional duties shall not normally exceed 3 months but may be extended beyond that period with the agreement of the Parties. An Employee who is assigned additional duties will be paid at the next higher Step on the Wage Grid for the duration of the assignment. If the Employee is at Step 10 or over-maximum, she shall be paid at rate that is a 3% increase from her current rate for the duration of the assignment.



## ARTICLE 22 - BENEFITS SCHEDULE

### 22.01 Benefits and Pensions

- (a) Employees are eligible to participate in the Pension Plan for Salaried Employees of McMaster University, Extended Health Plan, Dental Plan, Group Life Plan, Accidental Death & Dismemberment Plan, Salary Continuance Plan, Long Term Disability Plan, Pregnancy Leave Plan, Family Medical Leave Plan, Tuition Assistance and Bursary Plans as summarized below. (Further details of benefits may be found in the Unifor Benefit Booklet accessible via the McMaster University website.)
- (b) Subject to Article 22.01(c), an Employee and her eligible dependants at retirement are eligible to participate in the Extended Health, Dental, Group Life Plans, Tuition Assistance and Bursary Plans for retirees, provided:
  - i. the Employee collects a pension immediately on leaving the Employer or is eligible for an immediate and unreduced pension at the date she leaves; and
  - ii. the Employee and her eligible dependants are enrolled in the Extended Health, Dental, Group Life Plans, Tuition Assistance and Bursary Plans for active Employees at the Employee's date of retirement.
- (c) Eligibility for benefits post-retirement is limited to:
  - i. Employees hired into the Bargaining Unit on or before June 15, 2006;
  - ii. Employees hired into the Bargaining Unit between June 16, 2006 and September 31, 2009, inclusive, and who have at least 10 years' cumulative service with the University as of the date of retirement; and
  - iii. Employees hired into the Bargaining Unit **on or after between** October 1, 2009 **and April 30, 2022, and are a Limited Term Employee or Continuing Employee as at April 30, 2022**, in accordance with the terms of the Letter of Understanding regarding the Post Retirement Benefit Co-Pay Program.

### 22.02 Pension Plan

- (a) Subject to Article 22.02(b), eligible Employees shall participate in the 'Salaried Pension Plan for Employees of McMaster University'. The Employer shall administer the plan in accordance with the terms and conditions of the plan in effect upon ratification of this Agreement. Except as provided in Appendix III, no changes will be made to existing benefits and/or Employee contribution rates during this contract without the written agreement of the Union.
- (b) Eligible Employees hired into the Bargaining Unit on or after May 1, 2010, shall participate in the 'Salaried Pension Plan for Employees of McMaster University' in accordance with the Arbitration Award of the Honourable George W. Adams Q.C., dated January 20, 2010.
- (c) If, during the term of this Agreement, it is determined as a result of an actuarial valuation that there is a surplus on a solvency basis and on a going concern basis, the Parties shall meet to determine how best to utilize the surplus and how to account for the assets and liabilities of the plan attributable to the Unifor Bargaining Unit from that point forward. If the Parties are unable to make a determination, the matter shall be referred to arbitration, on a final offer selection basis, for a final and binding determination of the use of that portion of such a surplus that is attributable to the Unifor Bargaining Unit.
- (d) In order to determine the portion of such a surplus attributable to active Plan members in the Unifor Bargaining Unit, the calculation will be pro-rata based on liabilities.

1. **Benefits changes, effective July 1, 2020, as follows (except as otherwise noted):**

**Extended Health:**

• **Increase:**

- *Eyeglasses and cataract surgery coverage, from \$250 to \$400*
- *Hearing aid coverage from 75% to 80%, to maximum of \$1,000*
- *Effective November 1, 2019: Mental Health specialist coverage: maximum coverage of \$3,000 per person per benefit year in total for services received by registered psychologists, social workers, and psychotherapists.*

• **Add:**

- *Continuous Glucose Monitor (CGM): receivers, transmitters or sensors for persons diagnosed with Type 1 diabetes, up to a combined maximum of \$4,000 per person per benefit year. Sun Life must be provided with a doctor's note confirming the diagnosis.*
- *Licensed occupational therapists to covered paramedical specialist services*

**Optional Life Insurance:**

• **Increase:**

- *Insurable annual basic earnings of \$100,000 multiplied by increments of 25% up to 1000% (increase from 500%) inclusive, subject to the maximum of \$1,000,000 (increase from \$500,000)*

**Dental:**

• **Add:**

- *Assignment of Dental Claims: allow assignment of dental claims to the dental office so that Sun Life confirms the amount payable under the McMaster plan and pays the dental office that amount on behalf of the McMaster employee. The Employee will only need to pay the dentist for the difference between the total bill and the amount paid by the McMaster plan. This enhancement will enable a more convenient employee experience.*

*Note that Sun Life has advised that there are dental offices who do not accept assignment of benefits, they insist that their patients pay for their treatment up-front. In such situations, Employees can continue to submit their dental claim online or through the mobile application and receive their reimbursement within 24 to 48 hours.*

- *Language to Appear in the Collective Agreement: The University will allow assignment of dental claims to the dental office, whenever such service is available. Where allowed, Unifor Unit 1 members will only need to pay the dental office for the difference between the total bill and amount paid by the McMaster plan.*

**CPP/Pension Plan integration:**

**To continue to provide Employees with the same level of retirement income as they currently receive from the Pension Plan and the CPP taken together, the University seeks to maintain integration between the Pension Plan and the enhanced CPP in alignment with the current integration approach. Given that the Canadian Pension Plan (CPP) is transitioning to an improved benefit beginning in 2023, the Parties agree to establish a working committee to review the integration of the Pension Plan with CPP.**

**ARTICLE 23 – SUBCONTRACTING OR TECHNOLOGICAL CHANGE**

**23.01 ~~“Technological change” means the introduction or addition of equipment, machines or instruments or the modification thereof resulting in modification of the Employee’s tasks or skills required to fulfill the requirements of the position~~ “Technological change” means the introduction of new or significantly modified equipment, machines or computer hardware or software.**

**ARTICLE 24 – JOB DESCRIPTIONS \*\*STATUS QUO except for numbering reference change**

**ARTICLE 25 - UNION ORIENTATION \*\*STATUS QUO**

**ARTICLE 26 - NON BARGAINING UNIT PERSONS \*\*STATUS QUO**

**ARTICLE 27 - COPIES OF THE AGREEMENT \*\*STATUS QUO**

**ARTICLE 28 - TRAINING AND DEVELOPMENT\*\*STATUS QUO**

**ARTICLE 29 - DOMESTIC VIOLENCE \*\*STATUS QUO**

**ARTICLE 30 - PERSONAL ILLNESS OR INJURY**

**30.01 Reporting Absences**

(a) Employees are responsible to report to work on time on each scheduled work day.

~~(a) In the event of personal illness or injury which is anticipated to cause an absence from work of less than 10 consecutive shifts, an Employee will notify her Supervisor or designate before the beginning of the work period or as soon as practicable. The Employee shall inform her Supervisor or designate of the expected time of her return to work, and contact information where she may be reached in her absence. Should the Employee’s condition change during the absence such that there is a change to her expected date of return, she will notify her Supervisor or designate as soon as reasonably possible following normal departmental practices.~~

(b) If requested, an Employee must provide medical documentation supporting the absence ~~to her Supervisor that is to the satisfaction of the Employer and must~~ include confirmation of an in-person assessment by a physician; workplace restrictions, if any; and a return to work or reassessment date. **If any diagnostic information is in the physician’s note, then Article 30.02(f) applies.** Where the requested medical documentation includes the foregoing information, the Employer will, to a maximum of \$50.00, reimburse the Employee 50% of the cost of the first medical documentation requested for each period of absence due to personal illness or injury regardless of length.

(c) **If the Employer requests the Employee to attend an independent medical examination (“IME”) by a selected health professional, the cost of such examination shall be paid by the Employer. Upon request, transportation by taxi to and from an IME will be arranged at no cost to the Employee.**

~~(d) In the event of personal illness or injury which is anticipated to cause an absence from work of 10 consecutive shifts or more, the Employee shall contact her Supervisor or designate as soon as possible and maintain communication throughout the period of recovery on a reasonable schedule to be established by the Supervisor, in consultation with the Employee, and the Manager, Employee Health Services, or designate.~~

**Absences of less than 10 Consecutive Shifts**

**(new d)** In the event of personal illness or injury which is anticipated to cause an absence from work of less than 10 consecutive shifts, an Employee will notify her Supervisor or designate before the beginning of the work period or as soon as practicable. The Employee shall inform her Supervisor or designate of the expected time of her return to work, and contact information where she may be reached in her absence. Should the Employee's condition change during the absence such that there is a change to her expected date of return, she will notify her Supervisor or designate as soon as reasonably possible following normal departmental practices.

**Absences of ~~more than~~ 10 Consecutive Shifts or more**

**(e)** In the event of personal illness or injury which is anticipated to cause an absence from work of 10 consecutive shifts or more, the Employee shall contact her Supervisor or designate as soon as possible and maintain communication throughout the period of recovery on a reasonable schedule to be established by the Supervisor, in consultation with the Employee, and **Employee Health Services the Manager, Employee Health Services, or designate.**

**(f.)** *The medical documentation referenced in Article 30.01(b) must be provided to Employee Health Services in the event of personal illness or injury which is anticipated to cause an absence from work of 10 consecutive shifts or more. If the medical documentation does not disclose diagnosis, the designation of the medical specialist or the treatment type, it may be given to the Employee's Supervisor.*

**30.02 Salary Continuance**

**(a)** An Employee who is absent from work due to illness or injury is entitled to receive Salary Continuance benefits in accordance with Article 30.02(b), provided:

- i. The Employee has complied with her obligations in accordance with Article 30.01;
- ii. ~~**For absences of 10 consecutive shifts or more, if requested to do so, the Employee has provided Employee Health Services with medical documentation supporting the absence satisfactory to the Employer; and,**~~
- ii. The Employee would have otherwise been paid but for the illness or injury; for example, the Employee is not on layoff or on an unpaid leave of absence.
- iii. **The Employee has an appointment or procedure with a regulated health professional that requires an absence of half or more of their regularly scheduled shift. Employees will schedule appointments or procedures that are less than half of a regularly scheduled shift such that the absence from work is minimized.**

**(b)** An Employee entitled to receive Salary Continuance benefits shall receive regular pay and benefits during the period of entitlement. The period of entitlement shall commence with the first day of absence and vary with an Employee's Years of Service, as follows:

<b>Years of Service</b>	<b>Period of Entitlement</b>
In Probationary Period	Nil
Past Probationary Period but less than 5 years	Up to 15 weeks
5 years up to 10 years	Up to 18 weeks
Over 10 years	Up to 26 weeks

For purposes of this Article 30.02(b), Years of Service shall include all continuous service at the University, irrespective of employee group, beginning with the date the Employee was first eligible for Salary Continuance benefits and ending on the first day of the absence, provided there was no interruption to such eligibility during that period.

- (c) Notwithstanding Articles 30.02(a) and (b), entitlement to Salary Continuance benefits shall cease ~~no later than the day the Employee's employment at the University has ended or the December 1<sup>st</sup> of the year the Employee reaches age 69, whichever is earlier.~~
- (d) ~~If the medical documentation supporting the absence does not disclose diagnosis, the designation of the medical specialist or the treatment type, it may be given to the Employee's Supervisor.~~

~~(e) If the Employer requests the Employee to attend an independent medical examination ("IME") by a selected health professional, the cost of such examination shall be paid by the Employer. Upon request, transportation by taxi to and from an IME will be arranged at no cost to the Employee.~~

(f) An Employee absent from work due to an occupational illness or injury that is subject to a WSIB claim will be eligible to receive Salary Continuance benefits in accordance with Article 30.02(a). In the event that the claim is approved by the WSIB, it is understood that any WSIB payments will be assigned directly to the University.

### 30.03 Long Term Disability (LTD)

- (a) The Employer agrees to continue the Long Term Disability Plan which is in effect at May 1, ~~2016~~ 2019, and as may be amended, or any new plan that comes into effect, for the duration of this Agreement.
- (b) Participation in the Long Term Disability Plan is a condition of employment. Where an Employee is on an approved leave of absence, and participation in the Employer benefit plans is optional, the Employee must continue to pay LTD premiums to maintain this benefit.
- (c) The Employee will pay 100% of her billed rate of premium.
- (d) Notwithstanding Articles 30.03(a), (b) and (c), Probationary Employees with shall not be eligible to participate in the Long Term Disability Plan and shall not pay LTD premiums.

### 30.04 Accommodation and Return to Work

- (a) The Employer recognizes the importance of early and safe return to work and the accommodation of Employees with disabilities. In accordance with the Ontario *Human Rights Code*, the University's Policy on Workplace Accommodation, the University's Return to Work Program and Article 8.02, the Parties acknowledge their respective roles in fulfilling the duty to accommodate. The Employer will accommodate Employees in accordance with the Code. The Union and the Employees will fully cooperate in the arrangement of such accommodation.
- (b) In fulfilling its duty to accommodate, the Employer has a responsibility to make every reasonable effort to provide, at the appropriate time, suitable modified or alternate employment to Employees who are temporarily or permanently unable to return to their regular duties, as a result of an occupational or non-occupational injury or illness. Dependent on the circumstances, this may include the modification of work stations, equipment, or elements of the job, in keeping with the Employee's medical requirements, providing that such accommodation does not create undue hardship to the Employer.
- (c) In the event an Employee provides her written consent to the Employer for the release of her medical information to the Union, ***the medical information shall be provided to the Union.***
- (d) ***In the event an Employee provides written consent to the Employer for the Union's Health and Safety Co-ordinator to attend at the Employee's return to work meeting, if such a meeting is required by the Employer, the Union's Health and Safety Co-ordinator shall be entitled to attend.***

## APPENDIX I – SCHEDULE OF SEVERANCE ENTITLEMENT

**\*\*STATUS QUO**

**Appendix II  
Wage Grids  
Effective May 1, 2019 (Current)**

Grade	Hire Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$16.40	\$17.45	\$18.33	\$19.15	\$19.90	\$20.61	\$21.22	\$21.76	\$22.21	\$22.64	\$23.09
2	\$17.22	\$18.32	\$19.23	\$20.11	\$20.88	\$21.64	\$22.30	\$22.85	\$23.31	\$23.75	\$24.26
3	\$18.16	\$19.33	\$20.28	\$21.20	\$22.04	\$22.80	\$23.51	\$24.08	\$24.58	\$25.07	\$25.59
4	\$19.28	\$20.51	\$21.54	\$22.51	\$23.44	\$24.22	\$24.95	\$25.60	\$26.07	\$26.58	\$27.12
5	\$20.56	\$21.88	\$22.97	\$24.01	\$24.94	\$25.81	\$26.56	\$27.28	\$27.84	\$28.36	\$28.93
6	\$22.21	\$23.63	\$24.81	\$25.92	\$26.95	\$27.92	\$28.74	\$29.46	\$30.06	\$30.69	\$31.30
7	\$24.08	\$25.62	\$26.90	\$28.11	\$29.25	\$30.28	\$31.22	\$31.97	\$32.62	\$33.26	\$33.91
8	\$26.27	\$27.95	\$29.34	\$30.67	\$31.87	\$32.98	\$33.96	\$34.83	\$35.52	\$36.23	\$36.99
9	\$28.80	\$30.64	\$32.17	\$33.60	\$34.93	\$36.19	\$37.23	\$38.19	\$38.92	\$39.72	\$40.51
10	\$31.67	\$33.69	\$35.38	\$36.98	\$38.41	\$39.74	\$40.93	\$41.99	\$42.82	\$43.68	\$44.51
11	\$34.57	\$36.77	\$38.62	\$40.36	\$41.97	\$43.44	\$44.76	\$45.86	\$46.76	\$47.69	\$48.65
12	\$37.90	\$40.32	\$42.32	\$44.23	\$45.96	\$47.59	\$49.02	\$50.22	\$51.22	\$52.26	\$53.30

**Wage grid to be modified in accordance with the following ATBs:**

**Guaranteed ATB Increases:**

**Year 1 – Effective Nov 1, 2019: 1.0%**

**Year 2 – Effective May 3, 2020: 1.0%**

**Year 3 – Effective May 2, 2021: 1.0%**

**Effective May 2, 2021: Following the applicable increases the Wage Grid shall be amended to include the Minimum Rate (Short-Term Employees) Column, as noted below.**

**Contingent\* ATB Increases:**

**Year 1 – Effective Jan 1, 2020: 0.5%**

**Year 2 – Effective May 3, 2020: 0.5%**

**Year 3 – Effective May 2, 2021: 0.5% (Does not apply to new Minimum Rate Short-Term Employees)**

**\*These increases will be implemented unless, on the effective date:**

- **there is legislation in effect which prohibits or purports to prohibit the increase, or**
- **there is legislation in draft but not yet in effect which prohibits or purports to prohibit the increase, or**
- **there is a directive issued by Government of Ontario which prohibits or purports to prohibit the increase.**

**In any such cases, the applicable increases will be null and void.**

**LUMP SUM PAYMENT**

**If the contingent increase is applied in Year 1, all Employees hired on or before May 1, 2019, and employed on January 1, 2020, shall also receive a one-time lump sum payment in lieu of a 0.5% increase to their Wage Rate over the period May 1, 2019 to December 31, 2019 calculated as follows:**

**Wage Rate as at May 1, 2019 X regular weekly hours X 52 weeks X 8/12 months X 0.5%**

**Lump sum payments are subject to applicable statutory deductions and shall be paid by direct deposit on January 31, 2020.**

**Short Term Employee Wage Grid**  
Effective May 2021

Grade	Minimum Rate (Short-Term Employees only)	Hire Rate Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$15.85											
2	\$16.25											
3	\$16.80											
4	\$17.50											
5	\$18.50											
6	\$20.09											
7	\$22.50											
8	\$25.32											
9	\$27.00											
10	\$28.74											
11	\$32.00											
12	\$36.63											

Wage Grid will be Populated as Appropriate

**APPENDIX III**  
**EMPLOYEE CONTRIBUTIONS TO THE SALARIED PENSION PLAN**

Employees eligible to participate in the 'Salaried Pension Plan for Employees of McMaster University' in accordance with Article 22.02 shall make Employee Contributions to the Plan in accordance with the following tables:

**Employees hired by the University on or before April 30, 2010:**

	Employee Contribution Rate on Regular Annual Salary	
	Up to YMPE*	In Excess of YMPE
<b>Current</b>		
<b>Negotiated Rate</b>	<b>8.0 % of wages earned</b>	<b>11.0 % of wages earned</b>
<b>Cost of Rule of 80</b>	<b>0.656 %</b>	<b>0.656 %</b>
<b>Total Current Rate</b>	<b>8.656 %</b>	<b>11.656 %</b>
<b>Effective December 15, 2019</b>		
<b>Negotiated Rate</b>	<b>8.0% of wages earned</b>	<b>11.0% of wages earned</b>
<b>Cost to Maintain Rule of 80**</b>	<b>0.423%</b>	<b>0.423%</b>
<b>Total Rate</b>	<b>8.423%</b>	<b>11.423%</b>

**Employees hired by the University on or after May 1, 2010:**

	Employee Contribution Rate on Regular Annual Salary	
	Up to YMPE*	In Excess of YMPE
<b>Current</b>		
Negotiated Rate	7.0 % of wages earned	10.0 % of wages earned



<b>Cost of Rule of 80</b>	<b>0.656%</b>	<b>0.656%</b>
<b>Total Current Rate</b>	<b>7.656%</b>	<b>10.656%</b>
<b>Effective December 15, 2019</b>		
<b>Negotiated Rate</b>	<b>7.0% of wages earned</b>	<b>10.0% of wages earned</b>
<b>Cost to Maintain Rule of 80**</b>	<b>0.423%</b>	<b>0.423%</b>
<b>Total Rate</b>	<b>7.423%</b>	<b>10.423%</b>

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

\* YMPE means the year's maximum pensionable earnings as defined and set by the Canada Revenue Agency each year. For **2016, 2019**, YMPE is ~~\$54,900.00~~ **\$57,400.00** and will increase on a calendar basis.

**\*\* The Parties' agreed, pursuant to the "Memorandum of Agreement re Costing of Rule of 80" dated September 21, 2009, that total Employee Contribution rates would include an additional amount required to maintain the Rule of 80. Note that 0.423% is inclusive of 0.033% to address payment of cumulative under-contribution. These rates do not include the additional Employee Contributions required to maintain the Rule of 80.**

#### APPENDIX IV JOB EVALUATION SYSTEM 2009

### 5. Wage Rate Implementation

#### Grade Evaluated Lower

- (a) Subject to paragraph 5(b), if an Evaluation or Review (as defined in paragraph 6(a)), as the case may be, results in a Grade lower than the incumbent's pre-Evaluation Grade, her pre-Evaluation Grade shall remain unchanged for a period of up to two years from the date the result is communicated to the incumbent. Any Step and ATB increases will continue to apply during that period (i.e. her wage rate shall be "green-circled"). After two years, the incumbent's wage rate will be frozen until it is met or exceeded by the wage rate of the position (i.e. her wage rate shall be "red-circled").
- (b) If a Review results in a Grade lower than the incumbent's pre-Evaluation Grade and is ultimately referred to Arbitration in accordance with paragraph 6, the incumbent's wage rate shall be determined by the Grade of the position pursuant to the Review outcome without change to her pre-Evaluation Step. If the incumbent's pre-Evaluation wage rate was above Step 10, her wage rate shall be determined by the Grade of the position at Step 10. In either case, the incumbent's wage rate shall not be "green circled" or "red-circled".
- (c) ~~(i) — An incumbent whose wage rate is "green circled" in accordance with paragraph 5(a) shall be afforded Priority Application Status, in accordance with Article 17.05(d) for a period of up to 2 years subject to paragraph 5(c)(ii).~~
  - (ii) Notwithstanding paragraph 5(c)(i) (a) and (b), if the incumbent accepts another position her wage rate shall be determined by the Grade of the new position.

***\*New Appendix – Short-Term Employees\****

***Effective May 2, 2021, the parties have agreed to the inclusion of Short-Term Employees within the Unifor Unit 1 Bargaining Unit. The Articles, LOUs and Appendices below apply to Short-Term Employees – all other Articles/LOUs/Appendices do not apply.***

**Article 1 – Term**

**Article 2 – Recognition**

**Article 3 – Definitions**

**Article 4 – Management Rights**

**Article 5 – Union Representation**

**Article 6 – Complaint, Grievance & Arbitration Procedures**

**Article 7 – No Strikes or Lockouts**

**Article 8 – Respectful Workplace**

**Article 9 – Correspondence and Information**

**Article 10 – Health and Safety**

**Article 11 – Employee Information**

**Article 12 – Progressive Discipline and Discharge**

**Article 13.1 – Probationary Employment – Short-Term Employees**

**Article 14 – Seniority**

**Article 15 – Hours of Work**

**Article 16 – Leaves of Absence – only the following sub-articles apply:**

**16.01 Bereavement**

**16.02 Jury Duty**

**16.04 Vacations**

**16.05 Paid Holidays**

**16.07.1 Domestic or Sexual Violence Leave**

**16.08 Union Leaves**

**16.09 Public Service Leave**

**16.12 Remembrance Day**

**Article 20 – Labour Management Committee**

**Article 21.07 – Method of Salary Payment**

**Article 24 – Job Descriptions**

**Article 25 – Union Orientation**

**Article 26 – Non Bargaining Unit Persons**

**Article 27 – Copies of the Agreement**

**Article 28.01 – Training**

**Article 28.05 – Paid Education Leave (PEL)**

**Article 29 – Domestic Violence**

**Article 30.01 – Reporting Absences**

**Appendix II – Wage Rate Grids**

**Letters of Understanding:**

**Policies Affecting Terms and Conditions of Employment**

**Storm Emergency Policy and Procedures**

**Unifor Local 5555 Bargaining Unit Seniority**

**Work Arrangements for Coaches in Athletics and Recreation**

**Travel Time for Admissions / Liaison / University Advancement / Student Success Centre / Career Services in the**

**Faculties of Business, Engineering, Science & Science Cooperative Education**

**Security Services Dispatchers' Shift Arrangements**

**Roster of Arbitrators**

**Joint Anti-Harassment Committee Investigations**

**Pay Equity**

Letter of Understanding

POLICIES AFFECTING TERMS AND CONDITIONS OF EMPLOYMENT

**\*\*STATUS QUO**

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Letter of Understanding

STORM EMERGENCY POLICY AND PROCEDURE

**\*\*STATUS QUO**

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Letter of Understanding

UNIFOR LOCAL 5555 BARGAINING UNIT SENIORITY

**\*\*STATUS QUO**

Letter of Understanding

WORK ARRANGEMENTS FOR COACHES IN ATHLETICS & RECREATION

**\*\*STATUS QUO**

Letter of Understanding

WORK ARRANGEMENTS FOR CERTAIN POSITIONS, SUCH AS COACHES

1) The Coaches positions covered by Article 15.04(b) are as follows:

~~*Women's Basketball Coach*~~

~~*Swim Coach*~~

~~*Sport Fitness Coach*~~

~~*Soccer Coach*~~

Assistant Football Coach

2) The work arrangements for the following positions shall be maintained on their current basis as agreed between the Employees in these positions and their respective Supervisors:

Special Projects Coordinator, Engineering

Conference Planner, School of Business

Recruiting Administrator, DeGroot School of Business

Development Officer, UA

Senior Development Officer, UA

In the event that any of these positions are posted under Article 18, it will be identified on the posting that the position is covered by this letter.

3) The Parties acknowledge that the lists in paragraphs 1 and 2 are not exhaustive. If, following ratification, additional positions are to be covered by this Letter of Understanding, they will be as mutually agreed by the Parties.

**Letter of Understanding  
Travel Time**

**\*\*STATUS QUO**

**Letter of Understanding**

**RE: SECURITY SERVICES DISPATCHERS' SHIFT ARRANGEMENTS**

**\*\* STATUS QUO**

**Letter of Understanding**

**INCENTIVE PAY FOR SOME POSITIONS**

**\*\* STATUS QUO**

**Letter of Understanding**

**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**~~  
       **Randy Levinson**
2.     ~~**Rick McDowell**~~  
       **Daniel Randazzo**
3.     **Susan Stewart**
4.     **Paula Knopf**
5.     **Christine Schmidt**
6.     **Kevin Burkett**
7.     **Jane Devlin**
8.     **Louisa Davie**

Should an Arbitrator not be available to arbitrate within ~~60~~ **90** 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.

**Letter of Understanding**

**POST RETIREMENT BENEFIT CO-PAY PROGRAM  
(the "Co-Pay Program")**

Employees hired into the Bargaining Unit on or after October 1, 2009 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;
- b. have attained the Rule of 80 or age 65 as at the date of retirement; and
- c. collect an immediate annuity, whether reduced or unreduced, upon retirement.

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

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

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

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**Letter of Understanding**

**RE: Rx05 DRUG FORMULARY FOR POST-RETIREMENT BENEFITS**

**\*\* STATUS QUO**

**Letter of Understanding**

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

Notwithstanding Article 8.06 (a) and (b), ~~the parties agree to maintain the "Joint Anti-Harassment Committee" (JAC) whose function shall be to investigate complaints of workplace harassment initiated in writing with Human Resources under the following circumstances (each, a "Complaint")~~ 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 1 member complainant and a Unifor unit 1 member respondent; or

- 2) Where there is a Unifor unit 1 member complainant and a ~~TMG or~~ managerial ~~MUFA~~ 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. Each Party will take diversity into account in selecting its representatives.~~

All JAC members shall receive 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.

~~Upon Human Resources' or Human Rights & Equity Services' receipt of a Formal Complaint from a Unifor Unit 1 member, 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 harassment/**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) ~~By agreement of its members, the JAC investigation sub-committee will develop an interview plan and determine who will be interviewed. The JAC investigation sub-committee will jointly conduct the interviews of Unifor unit 1, TMG and managerial MUFA witnesses, and of witnesses who are members of other bargaining units of the University with the consent of the applicable union. All other witnesses will be interviewed solely by the University appointed JAC investigation sub-committee member; all notes pertaining to such interviews will be shared with the Union JAC sub-committee member; 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 1 member who is to appear before the JAC investigation sub-committee may request that an independent Union Representative be present during his/her 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 become part of the Investigation Dossier and will be shared pursuant to the Policy. 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, the Unifor Unit 1 Chairperson, ~~the complainant and the respondent(s).~~ **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 Unit 1 Chairperson will receive a copy of the written decision that is provided to Unifor complainants and Unifor respondents.** The report is confidential and must be treated as such unless a party is required to produce such report by law or by an arbitrator;
- (e) **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 or 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.

### Letter of Understanding

#### RE: WORKING PAST AGE 65

For those Employees who continue to work past the age of 65, 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).
- ii. The LTD coverage ends on June 30 following the attainment of the age of 65 (less the elimination period as defined in Article 30). The Employee's LTD premium payment will also end on this date.
- 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 Emergency Travel Assistance coverage will continue until retirement, at which point it will convert to the retiree Out-of-Province Emergency Medical Benefit (\$10,000 lifetime). For retirees living outside of Ontario, but within Canada, there is a lifetime maximum of \$10,000 under the retiree plan for emergency services outside their place of residence.~~

### Letter of Understanding

#### PAY EQUITY

Notwithstanding Article 21.01, this letter confirms the University's agreement to meet with the Union, within 6 months of the date the Parties exchange notice of ratification, to discuss the Job Evaluation ("JE") Plan and Factor Weightings as they relate to Pay Equity.

### ~~Letter of Understanding~~

#### ~~LIMITED TERM PRIORITY APPLICATION STATUS~~

~~Limited Term Employees will have access to Priority Application Status for a period of up to 12 months, beginning with the date her Limited Term appointment ends, but no other provisions of Article 17.~~

### ~~Letter of Understanding~~

#### ~~DOMESTIC VIOLENCE LEAVE~~

~~The Parties recognize that provincial legislation has been tabled to amend the Employment Standards Act, 2000, in respect of leave and accommodation for victims of domestic or sexual violence and to amend the Occupational Health and Safety Act in respect of information and instruction concerning domestic and sexual violence.~~

~~The Parties agree to meet within 3 months of the legislation receiving royal assent, or in the Fall of 2016 if the legislation is not passed, to discuss the issue of domestic and sexual violence in the workplace.~~

***NEW Letter of Understanding – Implementation of University Advancement Changes***

***The University Advancement exclusion set out in Article 2 will be applied as follows with respect to Employees currently occupying the relevant positions.***

***Current Employees will be offered the choice to remain in the Bargaining Unit. Through attrition, the relevant positions will be excluded, once vacant.***

***NEW Letter of Understanding – Pregnancy and Parental Leave Subcommittee***

***The Parties agree to meet within 3 months of ratification of the agreement to continue discussions regarding the Pregnancy and Parental Leave Financial Benefit (SUB) arrangements.***