Collective Agreement

between

McMaster University
(the Employer)

and

UNIFOR
And its LOCAL UNION NO. 5555
(the Union)

Non-Academic Administrative, Professional, and Technical Employees
(Unit 1)

Expiry Date: April 30, 2022

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PURPOSE / PREAMBLE

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

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

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

ARTICLE 1 – TERM OF AGREEMENT

1.01 This Agreement shall be effective from September 19, 2019 and shall continue in effect up to and including April 30, 2022.

1.02 This Agreement shall continue automatically thereafter for annual periods of 1 year, unless either Party notifies the other in writing, within a period of 120 calendar days immediately prior to the expiration date, that it desires to amend or terminate this Agreement.

1.03 If notice to bargain is given by either Party, the Parties shall meet within 21 days, or as otherwise agreed by the Parties, for the purpose of commencing negotiations.

ARTICLE 2 – RECOGNITION

2.01 The University recognizes 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;

(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), Vice-President (University Advancement), Dean and Vice-President (Health Sciences), 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 Technology Officer, 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

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

"Agreement" is the collective agreement between McMaster University and Unifor and its Local 5555.

"Bargaining Unit" is defined as set out in Article 2.

"day" means calendar day unless otherwise specifically stipulated.

"Department" means the department, division, academic unit or work area, as the context may require.

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

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

"Employer" refers to McMaster University (the University).

"Holidays" are paid days away from work as specified by statute or this Agreement and may also be called "specified holidays".

"Minimal Training" means practical training and orientation provided by the Employer with the intent to enable Employees to perform effectively the duties of the position, the duration of which shall be 15 Working Days.

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

"Pension Plan" shall mean the Contributory Pension Plan for Salaried Employees of McMaster University including McMaster Divinity College 2000.

"Shift" is a continuous tour of duty, normally 7, 7.5 or 8 hours in length exclusive of meal periods and overtime, during which an Employee is at work.

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

"Supervisor" is the person who directs an Employee's work or to whom an Employee normally reports. This person may also be referred to as "Manager".

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

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

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

"Wage Rate" refers to an Employee's hourly rate of pay reflected by the pay grade of their position and their step within that grade, as set out in the Wage Rate grid in Appendix II.

"Working Day" means Monday to Friday, exclusive of holidays recognized by the University.

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

4.01 Management Rights

(a) The Union acknowledges that it is the Employer's right to manage and operate the business of the Employer in all aspects subject to the terms and conditions of this Agreement and that all rights of the Employer shall be reserved to it. Without limiting the generality of the above, these management functions include, but are not limited to its right to:

i. maintain order, discipline and efficiency, including the right to plan, direct and control the workforce, and otherwise generally manage the University;

ii. hire, select, locate, classify, promote, demote, transfer, retire, layoff, or recall Employees;

iii. discharge, suspend or otherwise discipline Employees, recognizing that a claim of unjust discipline or discharge by an Employee may be the subject of a grievance and dealt with as hereinafter provided;

iv. transfer or cease any position, department, programme operation or service; and,

v. establish, enforce and alter from time to time reasonable rules and regulations to be observed by Employees.

(b) In the event that it is alleged that the University has exercised any of the foregoing rights contrary to the provisions of this Agreement, the matter may be the subject of a grievance and dealt with as hereinafter provided.

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

ARTICLE 5 – UNION REPRESENTATION

5.01 Union Representation

(a) The Union shall provide to the Employer the names of its elected or appointed Union Representatives and Union Stewards, including their titles and areas of jurisdiction. To the extent feasible, the Union will provide the effective dates and terms of appointment.

(b) The Union shall advise the Employer within 10 days of appointment or election or of any subsequent changes. All Union committee members, Union Representatives and Union Stewards will have completed their probationary period with the Employer.

(c) The Employer agrees to recognize up to 40 total Union Representatives and Union Stewards who will be authorized to represent Employees.

5.02 Union Negotiating Committee

(a) The Employer shall recognize a Union Negotiating Committee that may include, as determined by the Union:

i. the President of Unifor Local 5555;
ii. the Unit 1 Chairperson;
iii. up to 10 other Employees, as identified by the Union; and
iv. other individuals not employed at the University, as identified by the Union.

(b) The Unit 1 Chairperson and up to 5 other Employees on the Union Negotiating Committee shall not suffer any loss of regular pay or benefits for the days of negotiations with the Employer up to and including conciliation.

5.03 Union Release Time

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

(b) When entering a Department other than their own to attend to Union business, the Union Representative or Union Steward must first contact the Supervisor of that Department and advise them as to the general nature of the Union business.

Paid Release Time

(c) Subject to Article 5.03(a), release time shall be granted to the Union Representative or the Union Steward, with no loss of regular pay or benefits, from regularly scheduled hours, for the following purposes:

i. to represent the Union on committees and task forces that are created at the invitation of the Employer;

ii. to participate in Labour Management Committee meetings;

iii. to represent Employees in grievances, including the investigation of a complaint;

iv. to attend meetings with the Employer which may include matters of absences due to illness or injury; and

v. to conduct Employee orientations in accordance with Article 25.

Regularly Scheduled Unifor Local 5555 Representative Meetings

(d) The Union Representatives and Union Stewards shall be entitled to 1 hour per month, immediately before or after their regularly scheduled lunch period, without loss of pay or

benefits, and without the need to obtain permission from their Supervisor for the purpose of attending regularly scheduled Unifor Local 5555 representative meetings.

(e) The Union Representative or Union Steward shall provide their Supervisor with at least 2 weeks' notice of each regularly scheduled meeting.

(f) The time absent due to attendance at the meeting will be made up by the Union Representative or Union Steward within the week in which the meeting is held unless otherwise agreed with their Supervisor.

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.

(h) Should the Union wish to reimburse the Employer for the wages of a Union Representative or Union Steward who is granted unpaid release time, the Union shall provide the Employer written notification. Upon receiving written notification, the Employer shall continue to pay the Union Representative or Union Steward for such release time under this Article.

General Meetings

(i) All Employees shall be entitled to 2 1-hour leaves, with no loss of regular pay or benefits, each fiscal year for the purposes of attending General Meetings of the Union on the University's main campus. Employees who work at locations off the main campus in the Hamilton/Burlington area, will be granted reasonable travel time to and from the General Meetings without loss of pay, to a maximum of 1-hour round trip. Employees who work at locations off the main campus outside the Hamilton/Burlington area will be granted reasonable travel time to and from the General Meetings without loss of pay, to a maximum of 2 hours round trip.

(j) The Union shall provide the University with written notification of the dates and times of these meetings at least 30 days in advance, where feasible. An Employee who plans to attend shall provide reasonable notice to their Supervisor.

5.04 Union Representatives' Release Time

(a) The following Union Representatives shall be entitled to release time, in accordance with this Article 5.04:

i. the President of Unifor Local 5555;
ii. the Vice-President of Unifor Local 5555;
iii. the Financial Secretary of Unifor Local 5555;
iv. the Unit 1 Chairperson;
v. the Health & Safety Coordinator of Unifor Local 5555;
vi. the Women's Advocate of Unifor Local 5555; and,
vii. the Employee and Family Assistance Program (EFAP) Representative of Unifor Local 5555.

(b) The President of Unifor Local 5555, the Vice-President of Unifor Local 5555, the Financial Secretary of Unifor Local 5555, the Unit 1 Chairperson, and the Health & Safety Coordinator, shall be entitled to a full-time leave without loss of regular compensation and benefits, to a maximum of regular full-time hours. There shall be no entitlement to any

premium or overtime payments while on full-time leave. The Women's Advocate shall be entitled to leave in accordance with Article 29.

(c) The Union shall reimburse the Employer for a percentage of the cost of compensation and benefits for Union Representatives, as follows:

i. for the President of Unifor Local 5555: 100%;
ii. for the Vice-President of Unifor Local 5555: 100%;
iii. the Financial Secretary of Unifor Local 5555: 100%;
iv. for the Unit 1 Chairperson: 0%;
v. for the Health & Safety Coordinator: 50%;
vi. for the Women's Advocate: in accordance with Article 29;
vii. for the EFAP Representative: 100%.

(d) All service or seniority based entitlements shall continue to apply or accrue during leave, for example: seniority, wage rate increases, vacation and Union dues.

(e) The President, the Vice-President, the Financial Secretary, the Unit 1 Chairperson, and the Health & Safety Coordinator of Unifor Local 5555, shall return to their regular positions at the end of leave, provided the positions have not been declared redundant during leave. In the event of a redundancy, Article 17 shall apply.

(f) The Employer may backfill the positions formerly held by the President, the Vice-President, the Financial Secretary, the Unit 1 Chairperson, and the Health & Safety Coordinator of Unifor Local 5555, on a temporary basis during leave and fill any vacancy so created on the same temporary basis.

(g) It is acknowledged that the President, the Vice-President, and/or the Financial Secretary may or may not be an Employee. This Article 5.04 shall only apply to the President, the Vice-President and/or the Financial Secretary of Unifor Local 5555 when they are an Employee. In the event they are an employee of the University but in another bargaining unit, the terms of the applicable collective agreement shall apply with respect to release from their regular position.

5.05 Expert Advisors

(a) The Employer recognizes that the Union has the right at any time to call upon the assistance and presence of a duly authorized representative from a law firm or other qualified representative of the Union's choice. Such duly authorized representatives will have access to the Employer's premises to consult with Union Representatives/Stewards and/or Employees.

(b) Release time for such Union Representatives/Stewards and Employees to meet with a duly authorized representative shall be provided in accordance with Article 5.03.

5.06 Agreement Compliance

No Employee, other than the President of Unifor Local 5555, the Unit 1 Chairperson or their designate(s), will be required or permitted to make any written or verbal agreement that conflicts with the terms of this Agreement. The President of Unifor Local 5555 shall provide the Director, Employee/Labour Relations, with the names of such designate(s).

5.07 Union Membership and Dues

(a) The Employer will deduct Union dues from the regular hours earnings of each Employee in the Bargaining Unit, in the amount specified in writing by the Union, and shall remit same

to the Union as soon as practicable and not later than 2 weeks following the applicable payroll deposit date.

(b) When the amounts specified under Article 5.07(a) are remitted, the Employer will inform the Union in writing of the names of Employees from whose pay deductions for Union dues have been made and the amount of dues deducted from each Employee's pay.

(c) The Union shall advise the University in writing at least 30 days in advance of any change in the amount of its Union dues. It is agreed that the rate structure of the dues requested shall not require deductions which are incompatible with the University's payroll system.

(d) The Union shall indemnify and save the University harmless from any claims or any liability arising from or as a result of the deduction or non-deduction of Union dues.

(e) Every Employee of the Bargaining Unit who is now, or hereafter becomes a member of the Union, shall maintain their membership in the Union.

(f) Every new Employee shall, within 30 days after the commencement of their employment, become a member of the Union. The Employer will inform new Employees of this requirement and will deduct and remit to the Union all union dues, assessments and initiation fees, as directed by the Union.

5.08 Union Label

For materials produced in Media Production Services, the customer will be offered the option of having the Union Label affixed.

5.09 Union Bulletin Boards

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

5.10 Union Office Space and Services

(a) The Employer shall continue to provide Unifor Local 5555 with office space at least equivalent to the square metres currently provided. The Union will, annually, remit payment to the Employer for the office space at the internal departmental rate as determined by the University.

(b) Prior to any proposed change in location, Unifor Local 5555 will be provided with at least 6 months' notice where feasible.

(c) The Employer will continue to make available to Unifor Local 5555 electronic media, duplication, computing and audio visual services, telephone services, purchasing services and mail addressing services at the internal department going rate.

(d) The Employer will provide Unifor Local 5555 access to meeting rooms on campus for Union business through the University's room booking offices, following the normal booking procedures and regulations.

5.11 Social Justice Fund

The Employer agrees to put aside into a special fund 2 cents per hour per Employee for all compensated hours for the purpose of contributing to the Unifor - Social Justice Fund. The Fund is a registered non-profit charity which contributes to Canadian and international non-partisan, non-governmental relief and development organizations. Such monies are to be put aside on a

quarterly basis into the fund established by its Board of Directors and sent by the Employer to the following address:

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

ARTICLE 6 – COMPLAINT/GRIEVANCE AND ARBITRATION PROCEDURE

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

6.02 Union Grievance Committee

(a) The Employer shall recognize a Union Grievance Committee which consists of:

i. the President of Unifor Local 5555 or designate;

ii. the Unit 1 Chairperson or designate; and

iii. the Union Representative or Union Steward who is representing the grievor(s).

(b) Recognizing that members of the Union Grievance Committee have regular duties to perform as Employees, Union Grievance Committee members will be given time off work to fulfill their responsibilities under this Article 6, including the investigation of a complaint. Before absenting themselves from their place of work, they must first obtain permission from their immediate Supervisor. Such permission will not be unreasonably withheld.

(c) Union Grievance Committee members shall experience no loss of earnings from regularly scheduled hours for time spent hereunder.

6.03 Grievance Definition

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

6.04 Types of Grievances

(a) Individual Grievance - a grievance alleging a violation of this Agreement affecting one Employee.

(b) Group Grievance - a grievance alleging a violation of this Agreement affecting more than one Employee. Such grievances shall be initiated within 45 Working Days of the circumstances giving rise to the difference and will commence at Step 1 of the grievance procedure. A Group Grievance shall be signed by each Employee who is grieving and a member of the Union Grievance Committee.

(c) Policy or Union Grievance - a grievance initiated by the Union on matters which involve the interpretation, application or administration of the Agreement in whole or in part. Such grievances shall be initiated within 45 Working Days of the circumstances giving rise to the

difference and will commence at Step 2 of the grievance procedure with the Assistant Vice-President and Chief Human Resources Officer.

(d) University Grievance - a grievance initiated by the Employer. Such grievances shall be initiated within 45 Working Days of the circumstances giving rise to the difference and will proceed to Step 3 by filing such grievance with the President of Unifor Local 5555.

6.05 Pre-Grievance Resolution

(a) Complaints shall be brought to the attention of the Employee's immediate Supervisor or an appropriate University representative within 20 Working Days after the Employee became aware or ought reasonably to have become aware of the incident or circumstances giving rise to the complaint. In the event the Employee feels they cannot give their immediate Supervisor or an appropriate University representative an opportunity to address the complaint, they may file a grievance in accordance with Article 6.07(a).

(b) The Supervisor or appropriate University representative will respond to the complaint within 5 Working Days and, if the matter is not resolved, it may be taken up as a grievance in accordance with Article 6.07(a).

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

6.07 Step 1

(a) When an Employee wishes to file a grievance, they will consult a member of the Union Grievance Committee. The written and dated grievance, signed by both of them will be delivered to the grievor's immediate Supervisor or appropriate University Representative within 10 Working Days of the response to the pre-grievance step. If the pre-grievance resolution process was not followed, the signed dated grievance will be filed with the grievor's immediate Supervisor or appropriate University Representative within 35 Working Days after the Employee became aware or ought reasonably to have become aware of the incident or circumstances giving rise to the alleged violation. A copy of the written grievance will also be delivered to the Director, Employee/Labour Relations.

(b) The grievance will identify the nature of the grievance, including the Article alleged to be violated, and the remedy sought.

(c) The Supervisor or appropriate University Representative shall arrange to meet with the grievor. The grievor shall be accompanied by 1 member of the Union Grievance Committee.

(d) The Union shall be given a written reply to the grievance within 15 Working Days following receipt of the written grievance and a copy shall be sent to the grievor.

6.08 Step 2

(a) If the grievance is not resolved to the satisfaction of the grievor at Step 1, the grievor may, within 10 Working Days of the date on which the immediate Supervisor's or appropriate University Representative's reply was or should have been given, deliver the written grievance to the Supervisor's immediate supervisor.

(b) The Supervisor's immediate supervisor, or designate, shall arrange to meet with the grievor and the grievor's immediate Supervisor or appropriate University Representative to discuss the merits of the grievance. The grievor shall be accompanied by two members of the Union Grievance Committee.

(c) The Union shall be given a written reply to the grievance within 15 Working Days following the receipt of the written grievance and a copy shall be sent to the grievor.

6.09 Step 3

(a) If the grievance is not resolved to the satisfaction of the grievor at Step 2, the grievor may, within 10 Working Days of the date on which the Supervisor's immediate Supervisor's reply was or should have been given, deliver the written grievance to the appropriate Vice-President.

(b) The Vice-President, or designate, shall arrange to meet with the grievor and the Union Grievance Committee.

(c) The Parties agree that Employee Relations issues are normally best resolved on an informal basis between the Parties. However, beginning at Step 3 and with at least 3 Working Days notice, either Party may be accompanied by legal counsel or another qualified consultant of their choice.

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

6.10 Step 4 – Arbitration

(a) Failing a satisfactory settlement at Step 3, the grievance may be referred to Arbitration within 10 Working Days of the date on which the reply to Step 3 was given, or should have been given, but not thereafter.

(b) No grievance may be submitted to Arbitration which has not been properly carried through the Grievance Steps except as permitted by Section 49 of the *Ontario Labour Relations Act, 1995*.

(c) When either Party to this Agreement requests that a grievance be submitted to Arbitration, they shall make such request in writing addressed to the other Party. The Employer and the Union shall, by agreement, select 1 person as Arbitrator to whom such grievance may be submitted for Arbitration. Failing agreement, the Parties shall select a name from the Letter of Understanding Regarding Roster of Arbitrators to act as a sole Arbitrator on a rotational basis.

(d) The Arbitrator shall hear and determine the matter in dispute, and issue an award which shall be final and binding upon the Parties to the Agreement. The Arbitrator shall, however, have no authority to add to, subtract from, or alter any provision of this Agreement, or make an award which has such effect.

(e) The Arbitrator has all the duties and powers of an arbitration board as stated in the *Ontario Labour Relations Act, 1995* (*OLRA)*, as amended from time to time. In accordance with the *OLRA*, the Arbitrator may extend the time for the taking of any step in the grievance or

arbitration procedure under the Agreement, notwithstanding the expiration of such time, where the Arbitrator is satisfied that there are reasonable grounds for the extension and that the opposite Party will not be substantially prejudiced by the extension.

(f) The Union and Employer will share equally the fees and expenses of the Arbitrator. Employees who are called as witnesses at arbitration hearings shall be given release time from their regular duties with no loss of regular pay and benefits. Each Party shall bear the expenses of its representatives and participants and for the preparation and presentation of its own case.

6.11 General

(a) The Parties may agree in writing to extend the time limits for any step of the grievance procedure or for referring the matter to Arbitration. The Parties may also agree to waive any step in the Grievance Procedure.

(b) In the event that a Party fails to reply in writing within the time limits prescribed in the Grievance Procedure, the other Party may submit the matter to the next Step as if a negative reply or denial had been received on the last day for the forwarding of such reply. When no action is taken to submit the matter to the next Step within the time limits set out in this Article 6, the grievance will be deemed to have been withdrawn or settled, as the case may be.

(c) No grievance shall be deemed to be invalid or abandoned due to a minor technical irregularity.

(d) The employment of Probationary Employees may be terminated at any time during the probationary period, and they will not have recourse to the Grievance and Arbitration Procedure except as specified in Article 13.

(e) In accordance with Article 12.05, any claim of unjust discipline or discharge will be submitted to the Grievance and Arbitration Procedures Article 6 (Grievance Procedure) within 5 Working Days from the date of receipt of notice by the Unit 1 Chairperson with a copy to the President of Unifor Local 5555. In the case of suspension or discharge, the grievance will commence at Step 3. In all other cases of discipline, the grievance will commence at Step 2.

ARTICLE 7 – NO STRIKES OR LOCKOUTS

7.01 There shall be no strike or lockout during the term of this Agreement. The words “strike” and “lockout” shall be as defined in the *Ontario Labour Relations Act, 1995.*

7.02 In the event that any person represented by a trade union and employed by the Employer, other than those in this Bargaining Unit, engages in a lawful strike or is lawfully locked out, an Employee covered by this Agreement will not be required to perform work normally done by that person.

7.03 An Employee who, in the performance of their job, encounters a picket line at a workplace other than the University and who feels that they cannot complete their assigned duties as a result, shall contact their Supervisor. In any event, the Employee shall not be required to cross a picket line where to do so would jeopardize their safety.

ARTICLE 8 – RESPECTFUL WORKPLACE

8.01 Respectful Workplace

The Parties agree that all employees shall be entitled to a respectful workplace free of discrimination, sexual harassment and workplace harassment. The University has policies on these topics, including: Policy on Discrimination and Harassment: Prevention and Response, Violence in the Workplace Policy; and the Sexual Violence Policy.

8.02 No Discrimination

(a) Discrimination means an unjust or prejudicial form of unequal treatment, whether imposing extra burdens or denying benefits, based on any of the grounds articulated in the Ontario *Human Rights Code*.

(b) The Parties agree that there will be no discrimination, interference, restrictions, coercion, or intimidation exercised on or practised by the Employer or the Union in regard to any matter associated with the terms and conditions of employment of Employees by reason of age, 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 means engaging in a course of vexatious comments or conduct against an individual because of sex, sexual orientation, gender identity or gender expression where the course of comment or conduct is known or ought reasonably to be known to be unwelcome; or making a sexual solicitation or advance to an individual where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the individual and the person knows or ought reasonably to know that the solicitation or advance is unwelcome. Such Harassment may involve one incident or a series of incidents. In this context, sexual harassment includes but is not limited to:

i. sexual assault;

ii. any reward or promise of reward, whether explicit or implicit, for complying with a sexual solicitation or advance;

iii. any reprisal or threat of reprisal, whether explicit or implicit, for refusing to comply with any sexual solicitation or advance;

iv. any harassing behaviour of a sexual nature, verbal or non-verbal, directed at one or more individuals or groups, that creates an intimidating, hostile or offensive environment or interferes with academic or work performance, in a manner that exceeds the bounds of freedom of expression and academic freedom;

v. discriminatory action based on sexual stereotyping; and

vi. other harassing behaviours of a sexual nature, whether verbal or non-verbal.

(c) Such other 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 they have been subjected to discrimination, sexual harassment or workplace harassment they have a range of options to address the issue in a manner appropriate to their needs and situation. They may:

(a) take direct action by informing the individual who is the source of the behaviour that it is unwelcome and unwanted, and request that the individual stop the behaviour, and by documenting the events including the date, time, location, witnesses and details;

(b) report the complaint to their Supervisor or an Intake Office and seek assistance in addressing the issue under the University's Policy on Discrimination and Harassment: Prevention and Response or Sexual Violence Policy either informally or formally;

(c) report the 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

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

9.02 Where written notice is specified in this Agreement, the University's internal mail will be deemed adequate means, unless otherwise specified in this Agreement.

9.03 The Employer will provide Unifor Local 5555 with the following information in electronic form on a monthly basis:

(a) a list containing the names of every Employee in the Bargaining Unit, including job title and classification, job description number, Employee identification number, department, campus address including building and room number, and, if available, full street/mailing 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;

(b) a listing of all new hires and their Employee type (per Article 3.02), and terminations, including resignations and retirements;

(c) notification by e-mail of deaths of current Employees and of Employees moving outside the Bargaining Unit;

(d) a listing of all Employees who are on Salary Continuance and have been for a month or more; and

(e) such other information as may be set out elsewhere in this Agreement that is required to be given.

9.04 The Employer will provide Unifor Local 5555 with a list containing the pensionable service start date of every Employee enrolled in the Pension Plan on an annual basis.

9.05 The Employer will provide Unifor Local 5555 with copies of appointment letters for all new Employees on or before the start date of the appointment. Appointment letters will include reference to either a job posting number or an agreement to waive the posting requirement, as applicable.

9.06 The Employer will provide Unifor Local 5555 with copies of letters for all Employees who take a leave of absence.

9.07 Unifor Local 5555 agrees to provide the Employer with the following information in electronic form:

(a) a listing of the Union Representatives and Union Stewards of Unifor Local 5555 in accordance with Article 5.01(b); and

(b) such other information as may be set out elsewhere in this Agreement that is required to be given.

ARTICLE 10 - HEALTH AND SAFETY

10.01 General

(a) McMaster University is committed to providing and maintaining healthy and safe working and learning environments for all employees, students, volunteers and visitors. This is achieved by observing best practices which meet or exceed the standards to comply with legislative requirements as contained in the Ontario *Occupational Health and Safety Act* ("*OHSA*"), *Environmental Protection Act*, *Nuclear Safety and Control Act,* and other statutes, their regulations, and the policy and programs established by the University. To support this commitment, both McMaster University and its Employees are responsible jointly to implement and maintain an Internal Responsibility System directed at promoting health and safety, preventing incidents involving occupational injuries and illnesses or adverse effects upon the natural environment.

(b) The Employer is responsible for the provision of information, training, equipment and resources to support the Internal Responsibility System and ensure compliance with all relevant statutes, this policy and internal health and safety programs.

(c) Managers and Supervisors, 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 to their Supervisors.

(e) The Parties shall comply in a timely manner with their respective obligations under the *Occupational Health and Safety Act, R.S.O. 1990, c.0.1*, as amended, (the *OHSA*) its regulations, codes of practice, and guidelines and all relevant environmental laws, regulations, codes of practice and guidelines. All standards established under these laws along with the McMaster University Workplace & Environmental Health & Safety Policy, which shall be in compliance with these laws, shall constitute minimum acceptable practice.

(f) Employees will suffer no loss of remuneration for time required to carry out their responsibilities on both the Joint Health and Safety Committees (JHSC) and the Central Joint Health and Safety Committee (CJHSC).

10.02 Right to Refuse

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

10.03 Certified Health and Safety Workers

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

10.04 No Disciplinary Action

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

10.05 First Aid Kits

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.

10.06 Central Joint Health and Safety Committee

(a) The Parties agree that there will exist a Central Joint Health and Safety Committee (CJHSC).

(b) The Employer shall maintain the CJHSC for the purposes of addressing health and safety matters. Unifor Local 5555, Unit 1 shall appoint 4 Members to the CJHSC. The CJHSC shall be co-chaired by 1 worker member and 1 management member as determined by the CJHSC.

(c) The Central Joint Health and Safety Committee (CJHSC) shall:

i. make recommendations to the Employer and workers for the improvement of the health and safety of workers;

ii. consider and expeditiously dispose of matters concerning health and safety raised by members of the committee or referred to it by a JHSC or a health and safety representative, the Employer shall consider all recommendations made by CJHSC;

iii. make recommendations in the establishment, provision, and monitoring of programs for the prevention of hazards in the workplace that also provides for the education of Employees in health and safety matters;

iv. participate in investigations as outlined in the Risk Management Manual Program for Reporting & Investigating Injury/Incident/Occupational Disease, and in inspections in accordance with the *OHSA*;

v. make recommendations in the establishment, provision, and monitoring of a program for the provision of personal protective equipment, clothing, devices or materials;

vi. cooperate with Ministry of Labour inspectors;

vii. monitor data on work accidents, injuries and health hazards; and

viii. make recommendations in the planning of the implementation and in the implementation of changes that might affect occupational health and safety, including work processes and procedures.

(d) The CJHSC may request from the Employer any information that it considers necessary to identify existing or potential hazards with respect to materials, processes, equipment or activities in any of the Employer's workplaces.

(e) The CJHSC shall have full access to all government and Employer reports, studies and tests relating to the health and safety of Employees in the workplace, or to the parts of those reports, studies and tests that relate to the health and safety of Employees, but shall not have access to the medical records of any Employee except with the Employee's consent.

(f) The CJHSC shall meet during regular working hours at least monthly unless otherwise decided by CJHSC after consensus and, if other meetings are required as a result of an emergency or other special circumstances, the Committee shall meet as required during regular working hours or outside those hours.

(g) The CJHSC will be structured in accordance with the *OHSA* and its members will have the power and authority specified therein. There shall be at least the same number of worker members as management members at the CJHSC meetings.

(h) In the event a Unifor Local 5555 member of the CJHSC is not able to attend a CJHSC meeting, Unifor may substitute another worker member as a designate. These designates shall follow the provisions of Article 5.03 to arrange such attendance.

(i) The Union and Employer may have advisors attend the CJHSC meetings with voice but no vote, as determined by the meeting agenda. At least one week prior to the meeting, an agenda will be circulated to all members of the CJHSC.

(j) The Employer shall ensure that minutes be taken of all CJHSC meetings and copies provided to all members of the CJHSC. Administrative support for the CJHSC shall be provided by Environmental and Occupational Health Support Services (EOHSS).

(k) Terms of reference of the CJHSC will be determined by consensus of the Committee.

10.07 Joint Health and Safety Committees (JHSC)

(a) The Employer shall maintain a series of Joint Health and Safety Committees (JHSC), including sub-committees, providing effective coverage for its workplaces and activities.

(b) JHSCs shall be constituted in accordance with CJHSC. The number and scope of committees shall be the subject of annual review by the CJHSC.

(c) JHSCs shall be as established by the CJHSC and listed on the EOHSS website, the list of which will be updated when there are changes.

(d) JHSCs shall meet monthly or in accordance with their respective terms of reference.

(e) The Employer will provide copies of the minutes of all JHSC meetings to each member of the JHSC and EOHSS for distribution to the CJHSC.

(f) Any outstanding items that cannot be resolved after 3 JHSC meetings or after 3 months, whichever is the shorter, shall be referred to CJHSC for final review and recommendation.

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 OHSA 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.

(c) Approval to attend certification training will not be unreasonably withheld.

(d) No Employee shall be required or permitted to work on any job or operate any piece of equipment until they have received proper education, training and instruction.

(e) The Employer will ensure that all Employees are provided training in accordance with requirements outlined in the Risk Management Manual (RMM 300), Health and Safety Training Program, and training matrices based on a program reviewed by the CJHSC when changes or updates are required.

10.09 Accident and Incident Investigations

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

10.10 Right to Accompany Inspectors

(a) The Employer shall notify the Union when a Government Inspector (health and safety, or environment) is to visit the Employer's premises, as soon as practicable.

(b) The Unifor 5555 Health & Safety Coordinator or designate and, if the Unifor 5555 Health & Safety Coordinator or designate is not Certified, an appropriate Certified Worker shall accompany Government Inspectors (health and safety, or environment) on an inspection tour and have the opportunity to speak with the Inspector privately.

(c) The Employer shall give a copy of the reports or any other written documents received from the Inspector to the appropriate Unifor 5555 Health & Safety Coordinator and to the CJHSC.

(d) The Employer shall give a copy of any replies to such reports or documents to the appropriate Unifor 5555 Health & Safety Coordinator and to the CJHSC.

10.11 Access to the Workplace

Union Health & Safety experts will have access to the Employer's premises in accordance with Article 5.05.

10.12 Disclosure of Information

(a) The Employer shall disclose information in accordance with the *OHSA* and related University policies and programs.

(b) In accordance with the *OHSA*, the Employer shall notify the Union and all Committees of all new substances and processes to be introduced on University premises, by their chemical and trade names, noting potentially harmful effects, their maximum allowable levels, and what kinds of precautions will be taken.

10.13 Ergonomics

(a) Administration of ergonomic concerns will be in accordance with McMaster University's Ergonomic Safety Program.

(b) Unifor 5555's Health and Safety Coordinator may attend ergonomic assessments.

10.14 Safety Equipment

(a) The Employer agrees to provide protective equipment and clothing when required by the *OHSA*, and to ensure that safety equipment, materials, and protective devices (including protective clothing) are maintained in good condition. The Employer shall cover the cost of required cleaning of protective wear and clothing.

(b) The Employer agrees to reimburse 100% of the cost of safety shoes or boots to a maximum of $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, they will receive Compensating Time Off to attend these sessions.

10.16 National Day of Mourning

(a) Each year on April 28, at a mutually agreed upon time, one minute of silence will be observed in memory of workers killed or injured on the job.

(b) All CJHSC and JHSC Members shall be granted time to attend the National Day of Mourning ceremonies without loss of pay or benefits. Such requests shall not be unreasonably denied.

ARTICLE 11 - EMPLOYEE INFORMATION

11.01 Personnel Files

(a) The Employer and the Union agree that the Employer shall maintain personnel records. The Employee will advise Human Resources Services (HR) immediately, in writing, if there is any change in personal data, such as name, address or telephone number.

(b) The personnel file for the Employee shall include items concerning the record of employment including, but not limited to, job description, salary history, as well as any documentation in accordance with Article 12 and Article 13, all of which is normally copied to the Employee concurrent with their addition to the file.

(c) Employees shall have the right to examine their personnel file in the presence of a member of Human Resources Services staff, by appointment. Upon request and within 5 Working Days following the request, Employees will be provided with a photocopy of any requested documents from their file. The Employee is free to point out any alleged factual errors and proven errors will be corrected. On the same basis, an Employee will have access to their Employee Health/Return-to Work file, Employee Medical file, and the file containing their personal information held by their Supervisor.

(d) Upon receipt of a written request from the Employee, Human Resources Services will confirm that all warnings and suspensions have been removed from their file and administered in accordance with Article 12.

(e) Employees may supplement the contents of their personnel files with documents related to their employment by forwarding such documents to Human Resources Services.

(f) Employees will notify Human Resources Services of changes in information related to spouses and dependents necessary to administer benefits.

(g) Subject to legal and/or statutory requirements, when Human Resources Services receives requests from an external agency for personal or employment related information regarding an Employee, it will confirm employment only. Additional information shall only be divulged with the written authorization of the Employee.

11.02 Confidentiality of Personnel Files

Access to personnel files will be limited to:

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

11.03 Employee Health / Return-to-Work Files

(a) All Employee Health / Return-to-Work files will be kept in an area separate from all other personnel files and under secure conditions.

(b) Access will be limited to the Employee and authorized persons within HR who have a legitimate reason to access such files, it being understood that such persons may be required to supply information from those files to:

i. the Employee's Supervisor to facilitate return to work, and where relevant, accommodation, excluding information disclosing diagnosis, the designation of a medical specialist or the treatment type;

ii. the Employer's authorized agents to administer the disability insurance program; or

iii. the Workplace Safety and Insurance Board (WSIB).

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

11.04 Employee Medical Files

(a) An Employee's Medical File shall be maintained by the Office of the Occupational Health Nurse and Occupational Physician in an area separate from all other personnel files and under secure conditions. This file may contain an Employee's personal medical information.

(b) Access will be limited to the Employee and the Offices of the Occupational Health Nurse and Occupational Physician who have legitimate reason to maintain and access such files. Access to any other persons will only be provided with the prior written authorization of the Employee or their Power of Attorney.

ARTICLE 12 – PROGRESSIVE DISCIPLINE AND DISCHARGE

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

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

(a) Except in extreme cases, discharge for just cause shall be preceded by a documented record of non-disciplinary counselling, warnings (written or oral) and/or suspension (with pay or without pay).

(b) In the event an Employee is put on a formal improvement plan, including but not limited to, Performance Improvement Plans and Attendance Improvement Plans, the Union will be notified of any plan implementation and periodically kept appraised of plan progress. A Union Representative will be invited to meetings scheduled for the purpose of implementing and/or reviewing a formal improvement plan.

12.03 Disciplinary Process

(a) Prior to disciplining an Employee, the Employer will notify the Unit 1 Chairperson, with a copy to the President of Unifor Local 5555, of the nature of the alleged offence.

(b) Following notification of the Unit 1 Chairperson, the Employer will meet with the Employee and a Union Representative. At this meeting, the Employer will advise the Employee of the alleged offence and provide the Employee with an opportunity to respond.

(c) Within 5 Working Days of this meeting, or any additional meeting that the Employer may require, the Employer will decide whether or not discipline is to be imposed, and, if so, at what level, and this decision will be communicated orally and in writing at a meeting with

the Employee and Union Representative. A copy of the written decision will be provided to the Unit 1 Chairperson with a copy to the President of Unifor Local 5555.

(d) In cases of suspension without pay, the suspension will be served beginning on one of the following two dates:

i. if the decision to suspend is not subject to a grievance, the first date the employee is scheduled to work following 5 Working Days from the date the suspension was communicated to the Employee; and

ii. if the decision to suspend is subject to a grievance, the first date the employee is scheduled to work following a denial of the grievance at Step 3.

12.04 Immediate Administrative Leave Pending Investigation

(a) In cases where it is necessary to remove an Employee from the workplace immediately, such as those which involve serious insubordination, a threat to the safety of a person or assault, an Employee may be immediately placed on Administrative Leave without loss of pay pending further investigation and Article 12.03 shall not then apply. The Employer shall notify the Unit 1 Chairperson or designate and the President of Unifor Local 5555 of an Administrative Leave as soon as the Employer is aware of the situation and prior to notifying the Employee, or as soon as reasonably practicable.

(b) The Employer will make its best efforts to ensure that the Employee who is being placed on an Administrative Leave is given an opportunity to speak with their Union Representative before leaving campus, unless there is a threat to safety as determined by the Employer.

(c) As soon as reasonably practicable, the Employer will inform the Union of the nature of the allegations made against the Employee, if any.

(d) If, following the investigation, the Employer intends to discipline the Employee, the disciplinary process set out in Article 12.03 shall then apply.

12.05 Grievances

Any claim of unjust discipline or discharge will be submitted to the Grievance and Arbitration procedures Article 6 (Grievance Procedure) within 5 Working Days from the date of receipt of notice by the Unit 1 Chairperson with a copy to the President of Unifor Local 5555. In the case of suspension or discharge, the grievance will commence at Step 3. In all other cases of discipline, the grievance will commence at Step 2.

12.06 Records of disciplinary warnings and suspensions will be retained for a period of 18 months from the date of the offence and then removed from the Employee's personnel file and destroyed, except for an electronic copy maintained on a secure drive in Human Resources Services that will only be used, if required, by the Violence Risk Assessment Team for the purpose of completing a violence risk triage or assessment.

ARTICLE 13 – PROBATIONARY EMPLOYMENT

13.01 A newly-hired Employee will be on probation for a period of 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 4 months, subject to 13.03(c).

13.02 At the time of their appointment, the Employee will be advised of the job requirements and the Employer's expectations of successful job performance that they must meet by the end of probation.

13.03 Progress and Performance Reviews

(a) No later than two-thirds of the way through the probationary period, the Employee's progress and performance will be reviewed based on the job requirements and the Employer's expectations of successful job performance as provided to the Employee at the time of their appointment.

(b) In the event the Employer requires more than 2 reviews of the Employee's progress and performance during the probationary period, the Union will be notified of subsequent reviews. Copies of any progress and performance documentation shall be provided to the Union.

(c) If in the Employer's opinion, the Employee's performance and progress does not meet the job requirements, but may by the end of an extended probationary period, or if there has been insufficient opportunity to assess the Employee's performance, the Employer and the Unit 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.

13.06 Short-Term Employees

(a) 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.

(b) 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

14.01 Definition and Calculation of Seniority

(a) Seniority is defined as the length of continuous service calculated from the most recent date of employment with the Employer.

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

14.02 Seniority List

(a) The Employer will maintain a seniority list showing the date upon which the Employee commenced their most recent employment with the Employer.

(b) Only those Employees who have completed their Probationary Period as defined in Article 13 (Probationary Employment) will appear on the seniority list.

(c) An up-to-date seniority list will be sent to the Union and will be posted on the Human Resources Services and Unifor websites in November and May of each year. No more than twice per calendar year, with one month's notice per request, the President of Unifor Local 5555 may request in writing to the Director, Employee/Labour Relations a copy of the current seniority list.

(d) The seniority list shall be used to determine seniority for the purposes of this Agreement. It shall be deemed correct until such time as an error is brought to the attention of the Employer by the Union, and will not be retroactive if such an amendment would require a change to an Employer decision based on the earlier seniority list.

14.03 Loss of Seniority

(a) Employees will lose their seniority and will be deemed to have terminated their employment with the Employer for any of the following reasons:

i. they are discharged for just cause and not reinstated;

ii. they resign or retire;

iii. they are absent from work without authorization from their Supervisor and without reasonable justification for 5 consecutive Working Days and fail to contact their Supervisor within 7 calendar days from the date a notice was sent by registered mail to the Employee's current address on file; and

iv. they accept severance pay.

(b) An Employee who accepts a position with the Employer outside the Bargaining Unit on or after the effective date of this Agreement will cease to accrue seniority and will lose their status as an Employee, except as provided in Article 19.04.

14.04 Seniority for Union Representatives

(a) All Local Union Representatives on a full-time release, the Unit 1 Chairperson and Union Negotiating Committee members who are Employees shall head the seniority list during their appointment, or term of office.

(b) Article 14.04(a) will not apply when considering seniority for promotion or vacation.

ARTICLE 15 – HOURS OF WORK

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

15.02 Standard Work Week

(a) Except as provided below, the standard work week for Full-time Employees shall normally consist of 35 hours per week, which shall normally consist of 5 equal Shifts of 7 hours.

(b) The standard work week for certain Full-time Employees, including but not limited to, technical Employees, shall normally consist of 37.5 hours per week, which shall normally consist of 5 equal Shifts of 7.5 hours.

(c) The standard work week for certain Full-time Employees, including but not limited to Nuclear Reactor Operators and Technicians, shall normally consist of 40 hours per week, which shall normally consist of 5 equal shifts of 8 hours.

(d) The standard work week for Part-time Employees shall be as communicated to the Employee upon their appointment, and determined in accordance with operational needs.

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 their hours with their 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.

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 ongoing 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 their 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, their 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 their 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 their Supervisor and arrange to flex the time spent dealing with that personal emergency to another date. Such arrangements will not be unreasonably denied.

15.05 Working from Home Arrangements

(a) The University recognizes that Employees may sometimes ask to work from home on occasion or on a continuing basis. It is understood that such arrangements may not be suitable operationally in some departments and/or for certain positions and/or certain periods of time. The following conditions shall apply:

(i) the arrangement must be pre-approved by the Supervisor and documented in writing to address the impact of the Collective Agreement and its provisions; with copies of the arrangement to be forwarded to the Unit 1 Chairperson and Human Resources Services;

(ii) the arrangement will not be unreasonably denied. This decision and/or the provisions of the arrangement shall not be the subject of a grievance;

(iii) the Employee will remain responsible for fulfilling all their on-campus commitments;

(iv) the arrangement may be reviewed by the Supervisor and can be ended sooner by either Party; and,

(v) no continuing arrangement will be longer than 1 year in duration, but may be renewed with the agreement of the Employee and their Supervisor.

15.06 Extended Hours of Work

Notwithstanding the provisions of Article 15.02, and in accordance with Article 15.03, in the event that Employees request, or the Employer wishes to introduce extended hours of work, the details of the arrangement shall be as agreed upon by the Parties.

15.07 Meal and Break Periods

<u>Meal Periods</u>

(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) 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) All Employees required to remain available for immediate recall to the 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 their 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 their 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 their Supervisor to work through their meal period or their 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 their standard work week, the following will apply:

(i) To the extent feasible, additional hours will be allocated on a voluntary basis.

(ii) 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) 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 their 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) The University will attempt to allocate overtime on an equitable basis among readily available qualified Employees who normally perform those duties. Should sufficient Employees not be available to meet operational requirements, then Employees will be assigned to work the overtime.

(iii) Whenever possible, the Employer will provide reasonable notice of overtime requirements. Where reasonable notice is not provided and except in the case of emergencies, the Employee may refuse to work overtime. 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 their 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 their Supervisor will determine the mechanism required for such authorization. A Supervisor may provide written authorization for overtime wherein an Employee may, with set limitations, work overtime without specific advance authorization.

(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 their 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:

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.

15.10 Night Shift and Weekend Premiums

(a) Employees shall be paid a night shift premium of $1.00 per hour for all hours worked in a Shift where the majority of the hours in that Shift fall between 18:00 hours one day and 08:00 hours the following day.

(b) Employees shall be paid a weekend premium of $1.00 per hour for all hours worked in a Shift where the majority of the hours in that Shift fall on a weekend, i.e. where the majority of the hours fall between 00:01 hours Saturday morning and 24:00 hours Sunday.

(c) Employees may receive both the night shift premium in accordance with Article 15.10(a) and the weekend premium in accordance with Article 15.10(b) for the same hour worked.

(d) The night shift and weekend premiums do not apply when a Shift is worked as a result of a flexible work scheduling arrangement in accordance with Article 15.04.

(e) Notwithstanding Articles 15.10(a) and (b), the night shift and weekend premiums do not apply for Reactor Operators. Reactor Operators will receive 50 cents per hour for all hours worked.

15.11 On-Call

Employees in some positions, as part of their regular duties and responsibilities, may be required by their Supervisor to be On-Call. The following applies to such Employees in respect to On-Call time:

(a) While On-Call, Employees must be available to attend at the workplace within one hour if such attendance is required, or otherwise be available to take remedial action.

(b) The Employee shall receive 2 hours of regular straight time pay for each evening they are On-Call during the week. For the purposes of this provision, "during the week" means other than during the "weekend" as defined in 15.09(c) below and an "evening" begins at the end of the work day of the Employee On-Call and continues until the commencement of that Employee's following work day.

(c) The Employee shall receive 3 hours of regular straight time pay for each unit on the weekend they are required to be On-Call. For the purposes of this provision, the weekend is broken into two units: Friday after the end of the work day of the Employee On-Call until Saturday at 23:59 (just before midnight); and from 00:00 Sunday morning until the beginning of the work day of the Employee On-Call on Monday morning.

(d) The Employee shall receive 3 hours of regular straight time pay for each Paid Holiday they are required to be On-Call.

(e) Employees who come in to work while On-Call shall be entitled to Call-Back pay as per Article 15.12.

15.12 Call-In

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 their Supervisor to log-on from their 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

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.

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

ARTICLE 16 – LEAVES OF ABSENCE

16.01 Bereavement

(a) An Employee shall be entitled to a bereavement leave without loss of regular pay and benefits in the event of the death of a member of their family, as follows:

i. where the death is of the Employee's spouse, son, daughter, spouse's child, step-child, ward, brother, sister, father, or mother, the bereavement leave shall be up to 7 consecutive calendar days, excluding paid holidays. [see Article 3.01 for definition of spouse]

ii. where the death is of the Employee's father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandmother, grandfather, spouse's grandparent, step-mother or step-father, the bereavement leave shall be up to 5 consecutive calendar days, excluding paid holidays.

(b) Where an Employee's scheduled vacation is interrupted due to the death of a member of their family, the Employee shall be entitled to bereavement leave in accordance with Article 16.01(a). The portion of the Employee's vacation which is deemed to be bereavement leave shall be rescheduled in accordance with Article 16.04(b).

(c) If bereavement leave is required in the event of the death of a person significant to the Employee and not specifically named in Article 16.01(a), or additional bereavement leave is required in circumstances covered by Article 16.01(a), it may be granted up to a maximum of 3 days by arrangement with the Employee's Supervisor. Such request will not be unreasonably denied.

16.02 Jury Duty / Court Service

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

(a) An Employee required, under summons or subpoena, to serve as a juror or witness shall be paid the difference, if any, between the amount paid to them for jury or witness services and the amount they would have received for services normally rendered to the Employer during the same period of time.

(b) Paid leave shall not be granted when the Employee is a party to the court proceedings.

(c) The Employee shall provide their immediate Supervisor with a copy of the summons or subpoena which indicates the period of jury duty or witness service required as soon as possible after receipt of same.

16.03 Unpaid Personal Leave (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 they pay both the Employee and the Employer benefit plan premiums in advance. The Employee will not participate in the Pension Plan for the duration of the leave.

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

16.04 Vacations

(a) Entitlement Schedule

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

i. the Supervisor grants an Employee's request for carryover of up to 5 days or, in extraordinary circumstances, up to 10 days; or

ii. operational necessities identified by the Supervisor prevent the scheduling of vacation days.

Vacation days carried to a subsequent year will be scheduled at the outset of that year by mutual agreement between the Employee and their Supervisor.

16.05 Paid Holidays

(a) Holidays

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

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

For certain Employees and with agreement of the Union, Canada Day may be scheduled to fall on a day different than the one published by HR in order to be consistent with the observation of the holiday by employees of a hospital in which the Employees are located.

In the event that such a change is to be made the Employer will provide such Employees with at least 3 months' notice prior to the published date of the holiday.

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

(b) Leaves

Employees on an unpaid leave of absence for 21 calendar days or less are entitled to compensation for the paid holiday(s) which fall in the period commencing on the first day of the leave and ending on the day of return to work. The compensation will be:

i. by payment for day(s) in the leave of absence period, or;

ii. by time off in lieu following their return from the leave of absence.

(c) Seasonal Employees

Employees on seasonal appointments, e.g. September to April each year, are entitled to the paid holidays which fall during their period of employment. No compensation is made for holidays which fall in their non-working period.

(d) Working on a Paid Holiday

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

i. pay for all hours worked on such day at the rate of 1.5 times the Employee's regular straight time rate of pay in addition to their regular straight time rate of pay; or

ii. pay for all hours worked on such day at the rate of 1.5 times the Employee's regular straight time rate of pay and a lieu day off at regular straight time rate of pay taken at a time mutually agreeable to the Employee and their Supervisor.

(e) Paid holidays for all regular part-time Employees shall be paid on a proportional basis.

16.06 Pregnancy and Parental Leaves and Eligibility

All Employees are entitled to pregnancy and parental leaves in accordance with the *Employment Standards Act, 2000*. It is understood that SUB benefits under Article 16.06(a) and 16.06(b) are 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 their 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 their EIA entitlement is less than the EI Max, their weekly payment from the University will be 90% of regular salary less the amount of their EIA entitlement.

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 their normal share of the cost of these benefits, including pension contributions.

ii) Any Employee wishing to continue participation in any of the Employee-paid benefits, as may be applicable, such as 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) An eligible Employee who commences a statutory leave during the notice period under Article 17 may elect to suspend the notice period for purposes of Article 17 until the date their leave is scheduled to end, following which the balance of their notice period will resume.

16.07 Family Medical Leave

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

(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 their EIA entitlement is less than the EI Max, their weekly payment from the University will be 90% of regular salary less the amount of their EIA entitlement.

16.08 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 Union Leave

(a) An Employee who is:

i. appointed or elected to a position within Unifor National; or

ii. appointed, selected or elected by Unifor National or the Local Union to a position within the Canadian Labour Congress (CLC), or a position within the provincial or district CLC Councils, or Ontario Federation of Labour; or

iii. appointed to a position identified as one of a Labour Member of a government agency;

shall, at the written request of Unifor National or the Local Union, receive a leave of absence without pay for the duration of the appointment or terms of office. The Employee on an approved leave of absence may continue to participate in the Employer benefits plans, provided they pay both the Employee and Employer benefits plan premiums in advance.

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

(b) Return to Work

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

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

i. Parliament or Provincial Legislature; leave of absence, without pay, for a period of up to 5 years;

ii. Municipal, Regional or County Office or Board of Education 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;

iii. 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, their employment relationship will be terminated at the end of the 5-year period. Any subsequent return to University employment would then be on a 'new hire' basis.

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

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

16.11 Personal Leave (Inapplicable to Short-Term Employees)

(a) Employees 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 their 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.

16.12 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.

16.13 Remembrance Day

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

ARTICLE 17 – REDUNDANCY– LAYOFF

17.01 Workforce Reduction

The Employer may declare a position redundant or reduce the hours of a position for reasons that include: lack of work; reorganization of duties; reduction of services; discontinuation or reduction of funding.

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 they are 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., they may elect to:

i. accept the change in hours of 10% or more from those specified at the time of their most recent appointment and commence the new hours at the end of their notice period in accordance with Article 17.04, or such sooner date as may be agreed between the Employee and their Supervisor, and in either case none of Articles 17.05, or 17.06 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 they hold 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).

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:

Years of Service	Notice
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,* Salary Continuance, LTD or WSIB leave, their notice period will begin the date 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 their 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 their rate of pay.

(e) 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 their work obligations during the notice period.

(f) 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 17.06.

(g) 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.

(h) 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 their notice period, at any point during their notice period, provided the position has not been offered to someone else.

(i) 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 17.05 and 17.06 will continue to apply as if they had not accepted the temporary appointment(s). If the Employee chooses to receive severance pay, it is understood that their Bargaining Unit employment and any rights they may have had pursuant to the Collective Agreement will end.

17.05 Layoff

(a) 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 they 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 they pay 100% of the premiums 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 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.

17.06 Severance Pay

Subject to 17.04 (i):

(a) An Employee subject to layoff who has not obtained an alternate position with the Employer 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 months after the date of layoff.

iii. 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.

17.07 Notwithstanding Articles 17.01 to 17.06, the processes in place on April 30, 2019 shall continue to apply with respect to those Employees who received notice of layoff on or before September 30, 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 those who require accommodation pursuant to the Ontario *Human Rights Code*.

18.02 Employment Equity

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

18.03 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, they may bring with their 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.

i. Notwithstanding 18.03(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.

18.04 Waivers of Posting

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

18.05 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 posting period will be considered.

18.06 Selection of Successful Candidate(s)

(a) The Employer will base its selection of the successful applicant to fill a posted vacancy on the applicants' overall qualifications, skills, ability and relevant experience for the position. If the selection is to be made from two or more applicants whose qualifications, skill, ability and relevant experience are considered to be relatively equal, the Employee with the greater seniority shall be selected.

(b) 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 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 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.

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

18.08 In the event that the position becomes vacant again within 6 months of the original posting date, the Employer may elect to reconsider the original internal applicants without re-posting the position and will so advise the Union.

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

ARTICLE 19 – CAREER GROWTH OPPORTUNITY

19.01 Career Growth Opportunity

(a) The Employer recognizes the career growth value to Employees who have an opportunity to fill assignments such as replacing Employees on leave of absence.

(b) A Career Growth Opportunity is defined as any limited term assignment that is expected to be not less than 12 months and not greater than 36 months in duration, for which an Employee may apply and, if appointed:

i. maintain benefits associated with their regular position for the duration of the assignment; and

ii. return to their regular position at the end of the assignment, provided that position has not been declared redundant. Should the position regularly held by the Employee be eliminated during the Employee's absence, Article 17 shall apply.

19.02 Eligibility

(a) An appointment to a Career Growth Opportunity will be made in accordance with Article 18 and subject to the following conditions:

i. The Employee must have at least one year's seniority;

ii. Release of the Employee from their home Department is subject to the continued satisfactory operation of the home Department. The release decision rests with the line management of the Department and permission for release shall not be unreasonably withheld. If permission is not granted, the Union will be notified.

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 Career Growth assignment become 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.

19.04 Career Growth Opportunities External to the Bargaining Unit

Where the Career Growth Opportunity is a limited term assignment external to the Bargaining Unit, upon return to the Bargaining Unit, the Employee's full seniority will be maintained, including time spent on the external appointment. During the external appointment, the Employee's benefits, vacation entitlement, and union dues will continue to be covered by this Agreement.

ARTICLE 20 – LABOUR/ MANAGEMENT COMMITTEE

20.01 The Union and the Employer acknowledge the mutual benefits to be derived from joint discussion and consultation, and agree to establish a Labour/ Management Committee. This Committee will attempt to foster effective communications and working relationships between the Parties, and to maintain a spirit of mutual co-operation and respect. This Committee will review matters of concern, arising from the application of this Agreement.

20.02 The Labour/Management Committee will be composed of 5 Union Representatives, of whom one shall be the Unit 1 Chairperson (Unifor Local 5555) or such designate as the Local Union may appoint, and 5 representatives of the Employer, of whom 2 shall be the Director, Employee/Labour Relations, and the Vice-President, Administration or designate of an appropriate senior level. A quorum will be 6 members, provided that 3 representatives of each Party are present. The Committee shall select, from itself, one Union member and one University member to serve as joint Chairs who shall be responsible for preparing a mutually agreed upon agenda and for presiding over the meeting.

20.03 The Employer shall supply support for the Committee to take minutes, circulate notices of meetings and agendas.

20.04 The Committee shall approve minutes taken and publicly post minutes and agendas. Agendas shall be posted at least 7 days prior to the date of meeting.

20.05 The Committee, when it reaches a decision to make a recommendation, will forward such recommendation to their respective Parties.

20.06 The Committee shall meet at least once every 2 months, and at other times as mutually determined. The Parties may mutually agree to cancel any scheduled meeting.

ARTICLE 21 – 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.

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

(b) 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.

(c) 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.

(d) Upon return to their 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

(a) 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, they shall be paid at rate that is a 3% increase from their current rate for the duration of the assignment.

21.07 Effective Date

(a) Wage rate changes arising from a transfer will take effect as of the date of transfer.

(b) Existing job descriptions which undergo a functional change to job content that is expected to continue on an ongoing basis will be documented in consultation with incumbent(s) and submitted for evaluation, in accordance with Appendix IV, within 30 days of the functional change to job content.

(c) In any event and notwithstanding Article 21.06(b) or any violation of that Article, a wage rate increase resulting from re-evaluation will be effective the date the Supervisor's written response is provided in accordance with Article 24.06.

21.08 Method of Salary Payment

(a) The HRIS pay frequency is bi-weekly for all Employees. Pay periods begin on Sunday and end on the Saturday of week 2. Pay will be made by direct deposit on the Friday following the pay period end date. If the pay date falls on a holiday, it will be moved forward to the business day immediately preceding the holiday.

(b) At the time of each pay, Employees will be provided electronic access to an itemized statement of earnings and deductions.

(c) Overtime or shift premiums will be processed for payment no later than the pay period following the pay period in which the overtime was worked or premium was earned.

(d) Employees may be required to submit timesheets for approval by their Supervisor.

(e) The Employer reserves the right to modify the method of wage payment with 6 months' written notice to the Union.

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 their 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 their 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 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.

22.03 Extended Health Plan

(a) The Employer shall pay 100% of the billed rates of premium for all eligible Employees, for the Extended Health Plan which is in effect at April 30, 2019, to be similar or to be improved from time to time.

(b) Participation in this programme is a condition of employment. Eligible Employees must enroll their eligible family members before benefits are provided.

(c) Employees who work less than half time are not eligible for 100% of premium paid by the Employer and participation is optional. If an Employee opts to participate, the costs shall be shared by the Employer and Employee pro-rata, based on their regular weekly hours of work relative to the standard work week for their position.

22.04 Dental Plan

(a) The Employer shall pay 100% of the billed rates of premium for all eligible Employees to provide the Dental Plan which is in effect at April 30, 2019, to be similar or to be improved from time to time.

(b) Participation in this programme is a condition of employment. However, Employees who have coverage through their spouse or who work less than half time, may opt not to participate. Eligible Employees must enrol their eligible family members before benefits are provided.

(c) Employees who work less than half time are not eligible for 100% of premium paid by the Employer and participation is optional. If an Employee opts to participate, the costs shall be shared by the Employer and Employee pro-rata, based on their regular weekly hours of work relative to the standard work week for their position.

(d) 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 the difference between the total billed and the amount paid by the McMaster plan.

22.05 Salary Continuance

Employees are eligible for Salary Continuance in accordance with Article 30.02.

22.06 Long Term Disability

Employees are eligible for Long Term Disability in accordance with Article 30.03.

22.07 Group Life Insurance Program

(a) The Employer will pay 100% of the billed rate of premiums for Employees for Basic Coverage in accordance with the Group Life Insurance Plan which is in effect at April 30, 2019, to be similar or to be improved from time to time.

(b) Employees may elect to take additional coverage in accordance with the provisions and regulations governing optional coverage as specified in the Group Life Insurance Plan.

(c) Participation in this Plan is a condition of employment.

(d) Life insurance coverage will cease on the earlier of: (i) the December 1st of the year the Employee reaches age 69; or (ii) the first day of the month coincident with or next following the date of retirement; at which time coverage will convert to the retiree life insurance benefit.

22.08 Accidental Death and Dismemberment Plan

The Employer will continue to make this plan available for eligible Employees. An Employee who elects to participate will pay 100% of their billed rate of premium.

22.09 Bursary Plan

(a) The Employer offers bursaries to dependents of eligible Employees who have completed 3 years' continuous service.

(b) Applicants must meet the academic requirements. The bursary program applies to those degree courses and programs for which the McMaster Board of Governors sets fees.

ARTICLE 23 – SUBCONTRACTING OR TECHNOLOGICAL CHANGE

23.01 "Technological change" means the introduction of new or significantly modified equipment, machines or computer hardware or software.

23.02 In the event that the Employer decides to subcontract or introduce technological change that would result in a layoff, reduction in hours or reduce the pay Grade of an Employee, the terms of this Article 23 shall apply.

23.03 Advance Notice and Disclosure

(a) The Employer shall notify the Union, in writing, at least 6 months in advance of implementing the subcontracting or technological change.

(b) The notice shall contain pertinent data, including:

i. The nature of the subcontracting or technological change;

ii. The date on which the Employer proposes to implement the subcontracting or technological change;

iii. The approximate number and respective classification of Employees likely to be affected by the subcontracting or technological change;

iv. The effects that the subcontracting or technological change may be expected to have on the Employees' terms and conditions of employment.

(c) To the extent available, information will be provided about the number of layoffs, new jobs or classifications to be created as a result of the proposed subcontracting or technological change.

23.04 Within one month of the delivery of notice to the Union as outlined in Article 23.03, the Employer will meet with the Union to discuss alternative arrangements including, but not limited to, retraining to minimize the impact of any layoffs or reduction in hours of an Employee.

23.05 Retraining

(a) In the event of technological change, prior to new Employees being hired to work with new technology, the Employer will, where necessary, allow incumbent Employees:

i. first, training as provided for in Article 28; plus

ii. a training/assessment period of up to 6 months to acquire and demonstrate the knowledge, skill and/or qualifications necessary to adapt to the change, provided they are minimally qualified by education, aptitude and relevant experience.

(b) Employees to be retrained will not suffer a reduction in wage rate or normal scheduled hours during the training period.

(c) When Article 23.05(a) applies and the Employee is subsequently declared redundant, the provisions of Article 17 will apply.

23.06 In the event that a position is declared redundant due to subcontracting, Employees affected shall be subject to layoff in accordance with the provisions of Article 17.

ARTICLE 24 – JOB DESCRIPTIONS

24.01 Each position shall have a job description. A copy shall be kept on file in Human Resources Services and provided to the Union electronically.

24.02 Job descriptions are developed by the Employer and include duties, tasks, responsibilities, and qualifications and/or equivalent experience.

24.03 In accordance with the orientation process in Article 13, the job description shall be provided and explained to new Employees.

24.04 Upon request, the job description will be available to Employees through their immediate Supervisor.

24.05 Upon request, job descriptions for posted vacancies or other positions shall be made available to Employees through Human Resources Services.

24.06 Notwithstanding Article 21.07(a), if an Employee feels that they are performing duties on an ongoing basis that are outside of the scope of their job description, they may request a review of their job, in writing, from their Supervisor. The request will detail the duties that are believed to be outside the scope of their existing job description. The Supervisor will respond, in writing, to this request within 10 Working Days. If the Supervisor and Employee do not agree as to whether or not the duties specified are outside the scope of the existing job description and expected to be ongoing, the matter will be copied in writing to both Human Resources Services and the Union.

ARTICLE 25 – UNION ORIENTATION

25.01 Human Resources Services will notify the President of Unifor Local 5555 Union of the names of new Employees that are covered by this Agreement, by the end of the month in which their employment began.

25.02 Unifor Union Information and Orientation for New Employees

(a) In the appointment letter, the Employer shall advise each new Employee of where to find information about their Union Steward and the President of Unifor Local 5555, and their phone number and campus mail address.

(b) New Employees shall be entitled to one hour immediately before or after their regularly scheduled lunch period, without loss of pay or benefits, for the purpose of attending a Union Orientation Session.

(c) The Union shall contact the Employee directly with an invitation to attend a Union Orientation Session.

(d) An area steward or Union representative may visit a new employee for the purpose of dropping off Union materials, contact information and invitation to the Union Orientation Session.

ARTICLE 26 – NON-BARGAINING UNIT PERSONS

26.01 For the purposes of this Article 26, "persons" shall be defined as all other employees of the Employer who are not included in the Bargaining Unit.

26.02 Persons whose positions are not in the Bargaining Unit shall not perform duties normally assigned to Employees if the act of performing the work reduces the regular working hours of Employees.

ARTICLE 27 – COPIES OF THE AGREEMENT

27.01 **(a)** The Parties will agree on a total number of Agreements to be printed by Media Production Services.

(b) Copies of the Agreement will contain both the University and Unifor symbols and be in a format(s) agreed to by the Parties.

(c) The Parties will split equally the cost of printing.

ARTICLE 28 – TRAINING AND DEVELOPMENT

28.01 Training

Required and Optional Training

(a) Required Training is any form of training or professional or educational development initiative that an Employee is directed to deliver or attend by their Supervisor, including but not limited to conferences, seminars, workshops and courses.

(b) Optional Training is any form of training or professional or educational development initiative that an Employee may deliver or attend at their option, including but not limited to, conferences, seminars, workshops and courses.

Procedure

(c) Required and Optional Training will be identified in writing by the Supervisor as Required or Optional prior to an Employee delivering or attending the Required or Optional Training, failing which, it shall be considered Optional Training for the purposes of this Article 28.

(d) An Employee who wishes to deliver or attend at Optional Training during working hours shall obtain the prior approval of their Supervisor. Such approval will not be unreasonably denied.

(e) No Employee will be expected, required or asked to deliver or attend Optional Training.

(f) An Employee will not be required to make up the time for attendance at any Required or Optional Training held during working hours.

Payment

(g) An Employee who delivers or attends Required or Optional Training shall be paid their regular wages for attendance at the Required or Optional Training during their working hours. An Employee who delivers or attends Optional Training shall have no entitlement to any additional payment associated with the Optional Training; however, the Supervisor may, at their discretion, subsidize the costs associated with Optional Training.

(h) An Employee who delivers or attends Required Training shall be paid overtime in accordance with Article 15.07, if applicable.

(i) Subject to Articles 28.01(k), (l) and (m), an Employee who delivers or attends Required Training shall be paid by the Employer for the full cost associated with the Required Training. This payment shall not be identified as a taxable benefit added to the Employee's income.

(j) An Employee and their Supervisor may not agree to waive the payment obligation set out in Article 28.01(i).

Travel

(k) If travel is required to attend at Required Training, it shall be arranged by the Supervisor in consultation with the Employee. The cost for such travel arrangements shall be paid by the Employer.

(l) Alternate travel arrangements may be granted by the Supervisor upon the Employee's request, however, the Employer shall not incur any additional cost in excess of the cost of the original travel arrangements.

(m) An Employee shall only be paid for time worked in accordance with Articles 15 and 21. Travel time will be credited for Required Training and, at the discretion of the Supervisor, may be credited for Optional Training, in accordance with the Letter of Understanding on Travel Time.

28.02 Tuition Assistance Programs

(a) The Employer encourages Employees to take courses of instruction, particularly those for university credit and those which are directly related to their work.

(b) The Tuition Assistance program is a benefit provided by the Employer. All Employees may participate in this program, as it exists from time to time.

(c) Employees are normally expected to take courses outside regular working hours. However, they may, with the consent of their Supervisor, which shall not be unreasonably withheld, take McMaster courses approved for tuition assistance during working hours. In such cases, one hour per week can be on University time with the individual being required to make up the balance of any time lost.

28.03 Leaves of Absence Without Pay

(a) The following leaves of absence for periods up to 12 months may be granted at the discretion and approval of the Supervisor and such approval will not be unreasonably withheld.

Educational and Developmental

(i) An Educational leave of absence for the purpose of pursuing job-related training may be granted. The Employee shall continue to participate in the Employer benefit plans, with the exception of Long Term Disability, and the Employer and the Employee shall continue to pay their normal share of the benefit premiums.

(ii) A Developmental leave is intended to permit an Employee to enhance experience and/or knowledge to acquire new skills. The Employee may continue to participate in the Employer benefits plans, provided they pay both the Employee and the Employer benefit plan premiums in advance. The Employee will not participate in the Pension Plan for the duration of the leave.

(b) Upon return to work from an Educational or Developmental Leave, the Employee will resume their former position provided that it still exists, with full corresponding salary and benefits. In the event that an Employee's position becomes redundant during the period of an approved leave of absence, the provisions of Article 17 shall apply.

28.04 Union Training Leave

Union Training Leave, when granted, shall be in conjunction with Article 5.

28.05 Paid Education Leave (PEL)

The Employer agrees to put aside, into a special fund, 2 cents per hour per Employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading Employee skills in all aspects of trade union functions. Such monies to be put aside on a quarterly basis into a trust fund established by the National Union, Unifor, effective from the date of ratification, and sent by the Employer to the following address:

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

ARTICLE 29 – DOMESTIC VIOLENCE

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

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

29.03 Women's Advocate

The Parties recognize that Employees may sometimes need to discuss matters such as violence or abuse at home or workplace harassment and may feel more comfortable doing so with a female peer. They may also need to learn about specialized resources in the community, such as counsellors or women's shelters, to assist them in dealing with any issues that may arise.
For these reasons, the Parties agree to recognize that the role of Women's Advocate in the workplace will be served by a Unifor Local 5555 female member selected by Unifor. The Women's

Advocate will meet with Employees as required to discuss problems and refer them to the appropriate agency when necessary.

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

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

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

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

29.05 EFAP Representative

The Parties recognize that Employees may sometimes need to discuss matters such as substance abuse and may feel more comfortable doing so with a peer. They may also need to learn about specialized resources in the community for assistance and treatment.

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

29.06 Minute of Silence – Montreal Massacre

The Employer agrees to allow Employees one minute of silence on December 6 of each year in observation of the women killed in the Montreal Massacre.

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.

(b) If requested, an Employee must provide medical documentation supporting the absence 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.

Absences of Less Than 10 Consecutive Shifts

(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 their Supervisor or designate before the beginning of the work period or as soon as practicable. The Employee shall inform their Supervisor or designate of the expected time of their return to work, and contact information where they may be reached in their absence. Should the Employee's condition change during the absence such that there is a change to their expected date of return, they will notify their Supervisor or designate as soon as reasonably possible following normal departmental practices.

Absences of 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 their 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.

(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 their obligations in accordance with Article 30.01;

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:

Years of Service	Period of Entitlement
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

i. 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 the day the Employee's employment at the University has ended.

(d) 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, 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 their billed rate of premium.

(d) Notwithstanding Articles 30.03(a), (b) and (c), Probationary Employees 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 written consent to the Employer for the release of their 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 Coordinator 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 Coordinator shall be entitled to attend.

APPENDIX I
SCHEDULE OF SEVERANCE ENTITLEMENT

The following will be the minimum level of severance pay:

Complete Years of Service	Severance Pay in the Form of weeks of regular pay Employees hired before October 22, 2012	Severance Pay in the Form of weeks of regular pay Employees hired on or after October 22, 2012
Less than 5	2	0
5	7	7
6	8	8
7	9	9
8	10	10
9	11	11
10	12	12
11	13	13
12	14	14
13	15	15
14	16	16
15	17	17
16	18	18
17	19	19
18	20	20
19	21	21
20	22	22
21	23	23
22	24	24
23	25	25
24	26	26
25	27	27
26 or more	28	28

The number of weeks of severance pay will also include credit for partial years (complete months) of service in the bargaining unit. For example, an Employee with 10 years and 6 months of service will receive 12.5 weeks of severance pay. The 0.5 of a week of severance pay represents the ratio of 6 months over 12 months.

It is understood that where a break in service occurs, the Employer will include all years of service for the purpose of calculating severance pay, except where severance pay has been paid based on years of service prior to the break, and, with respect to persons terminated for just cause after the effective date of the collective agreement.

APPENDIX II
WAGE RATE GRIDS

Unifor Wage Rate Grid – Effective May 1, 2019

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

Unifor Wage Rate Grid – Effective November 1, 2019

Grade	Hire Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	$16.56	$17.62	$18.51	$19.34	$20.10	$20.82	$21.43	$21.98	$22.43	$22.87	$23.32
2	$17.39	$18.50	$19.42	$20.31	$21.09	$21.86	$22.52	$23.08	$23.54	$23.99	$24.50
3	$18.34	$19.52	$20.48	$21.41	$22.26	$23.03	$23.75	$24.32	$24.83	$25.32	$25.85
4	$19.47	$20.72	$21.76	$22.74	$23.67	$24.46	$25.20	$25.86	$26.33	$26.85	$27.39
5	$20.77	$22.10	$23.20	$24.25	$25.19	$26.07	$26.83	$27.55	$28.12	$28.64	$29.22
6	$22.43	$23.87	$25.06	$26.18	$27.22	$28.20	$29.03	$29.75	$30.36	$31.00	$31.61
7	$24.32	$25.88	$27.17	$28.39	$29.54	$30.58	$31.53	$32.29	$32.95	$33.59	$34.25
8	$26.53	$28.23	$29.63	$30.98	$32.19	$33.31	$34.30	$35.18	$35.88	$36.59	$37.36
9	$29.09	$30.95	$32.49	$33.94	$35.28	$36.55	$37.60	$38.57	$39.31	$40.12	$40.92
10	$31.99	$34.03	$35.73	$37.35	$38.79	$40.14	$41.34	$42.41	$43.25	$44.12	$44.96
11	$34.92	$37.14	$39.01	$40.76	$42.39	$43.87	$45.21	$46.32	$47.23	$48.17	$49.14
12	$38.28	$40.72	$42.74	$44.67	$46.42	$48.07	$49.51	$50.72	$51.73	$52.78	$53.83

Unifor Wage Rate Grid – Year 2 – Effective May 3, 2020

Grade	Hire Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	$16.73	$17.80	$18.70	$19.53	$20.30	$21.02	$21.65	$22.20	$22.66	$23.10	$23.55
2	$17.57	$18.69	$19.62	$20.51	$21.30	$22.07	$22.75	$23.31	$23.78	$24.23	$24.75
3	$18.53	$19.72	$20.69	$21.63	$22.48	$23.26	$23.98	$24.56	$25.07	$25.57	$26.10
4	$19.67	$20.92	$21.97	$22.96	$23.91	$24.71	$25.45	$26.11	$26.59	$27.11	$27.67
5	$20.97	$22.32	$23.43	$24.49	$25.44	$26.33	$27.09	$27.83	$28.40	$28.93	$29.51
6	$22.66	$24.10	$25.31	$26.44	$27.49	$28.48	$29.32	$30.05	$30.66	$31.31	$31.93
7	$24.56	$26.13	$27.44	$28.68	$29.84	$30.89	$31.85	$32.61	$33.28	$33.93	$34.59
8	$26.80	$28.51	$29.93	$31.29	$32.51	$33.64	$34.64	$35.53	$36.23	$36.96	$37.73
9	$29.38	$31.26	$32.82	$34.28	$35.63	$36.92	$37.98	$38.96	$39.70	$40.52	$41.32
10	$32.31	$34.37	$36.09	$37.72	$39.18	$40.54	$41.75	$42.83	$43.68	$44.56	$45.40
11	$35.26	$37.51	$39.40	$41.17	$42.81	$44.31	$45.66	$46.78	$47.70	$48.65	$49.63
12	$38.66	$41.13	$43.17	$45.12	$46.88	$48.55	$50.01	$51.23	$52.25	$53.31	$54.37

Unifor Wage Rate Grid – Year 3 – Effective May 2, 2021

Grade	Minimum Rate (Short Term Employees Only)	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	$16.90	$17.98	$18.89	$19.73	$20.50	$21.23	$21.86	$22.42	$22.88	$23.33	$23.79
2	$16.25	$17.74	$18.88	$19.81	$20.72	$21.51	$22.30	$22.98	$23.54	$24.02	$24.47	$25.00
3	$16.25	$18.71	$19.92	$20.89	$21.84	$22.71	$23.49	$24.22	$24.81	$25.32	$25.83	$26.37
4	$16.80	$19.86	$21.13	$22.19	$23.19	$24.15	$24.95	$25.71	$26.38	$26.86	$27.39	$27.94
5	$17.50	$21.18	$22.54	$23.67	$24.74	$25.70	$26.59	$27.36	$28.11	$28.68	$29.22	$29.81
6	$18.50	$22.88	$24.35	$25.56	$26.71	$27.77	$28.77	$29.61	$30.35	$30.97	$31.62	$32.25
7	$20.09	$24.81	$26.40	$27.72	$28.96	$30.14	$31.20	$32.17	$32.94	$33.61	$34.27	$34.94
8	$22.50	$27.07	$28.80	$30.23	$31.60	$32.84	$33.98	$34.99	$35.89	$36.60	$37.33	$38.11
9	$25.32	$29.67	$31.57	$33.14	$34.62	$35.99	$37.29	$38.36	$39.35	$40.10	$40.92	$41.74
10	$27.00	$32.63	$34.71	$36.45	$38.10	$39.57	$40.94	$42.17	$43.26	$44.12	$45.00	$45.86
11	$28.74	$35.62	$37.88	$39.79	$41.58	$43.24	$44.76	$46.12	$47.25	$48.18	$49.14	$50.12
12	$32.00	$39.05	$41.54	$43.60	$45.57	$47.35	$49.03	$50.51	$51.74	$52.77	$53.84	$54.92

Lump Sum Payment

All Employees hired on or before May 1, 2019, and employed on November 1, 2019, shall receive a one-time lump sum payment in lieu of a 1% increase to their wage rate over the period May 1, 2019 to October 31, 2019, calculated as follows:

wage rate as at May 1, 2019 X regular weekly hours X 52 weeks X 6/12 months X 1%

[For example, an Employee whose wage rate is at Step 5 of Grade 5 ($25.81), and who works 35 hours per week, would receive a gross lump sum payment of $234.87, calculated as follows:

$25.81 X 35 X 52 X 6/12 X 1% = $234.87]

Lump sum payments are subject to applicable statutory deductions and shall be paid by direct deposit on November 22, 2019.

Contingent Across the Board Wage 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.

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.

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**
Current		
Negotiated Rate	8.0 % of wages earned	11.0 % of wages earned
Cost of Rule of 80	0.646 %	0.646 %
Total Current Rate	8.646 %	11.646 %
Effective December 15, 2019		
Negotiated Rate	8.0% of wages earned	11.0% of wages earned
Cost to Maintain Rule of 80**	0.423%	0.423%
Total Rate	8.423%	11.423%

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**
Current		
Negotiated Rate	7.0 % of wages earned	10.0 % of wages earned
Cost of Rule of 80	0.646%	0.646%
Total Current Rate	7.646%	10.646%
Effective December 15, 2019		
Negotiated Rate	7.0% of wages earned	10.0% of wages earned
Cost to Maintain Rule of 80**	0.423%	0.423%
Total Rate	7.423%	10.423%

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 2019, YMPE is $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.

APPENDIX IV

JOB EVALUATION SYSTEM 2009

This Appendix sets out the job evaluation system which has been in effect since June 16, 2009 ("JE 2009").

It is understood that in the event of an alleged violation of this Appendix IV, Article 6 (Complaint/Grievance and Arbitration Procedure) shall not apply and the matter shall be resolved in accordance with the dispute resolution provisions of this Appendix IV, as applicable.

1. Statement of Purpose

A job evaluation system provides the method by which job descriptions and job ratings shall be maintained to meet changing work requirements and conditions. The Parties agree that an effective job evaluation system meets the following criteria:

i. It fairly and equitably measures the skill, effort, qualifications, responsibilities and working conditions of all positions in the Bargaining Unit and establishes the values of jobs relative to each other;
ii. It is capable of measuring the full range of jobs in the Bargaining Unit;
iii. It produces timely, accurate and consistent evaluations of all jobs within the Bargaining Unit;
iv. It is administratively efficient;
v. It is transparent and understandable;
vi. It is capable of being adjusted or modified as the requirements of the workplace change;
vii. It meets all legal requirements and is gender neutral within the meaning of the *Pay Equity Act*.

2. Roles of the Parties

The University is responsible for maintaining the job evaluation system, which includes but is not limited to, the responsibility to:

- Communicate the results of job evaluations to Supervisors, Employees and the Union;
- Conduct audits of job evaluation results;
- Conduct periodic reviews of jobs;
- Conduct periodic reviews of the job evaluation system; and
- Create job descriptions.

3. Evaluation Committee

(a) In order to carry out the ongoing work of maintaining JE 2009, the University shall establish an Evaluation Committee consisting of University Managers. The Evaluation Committee will be trained in the application of the job evaluation system and will participate in the evaluation process as supported by Human Resources Services ("HRS"). All decisions of the Evaluation Committee will be made by consensus of the Evaluation Committee members.

(b) The Evaluation Committee shall be responsible for:

i. the evaluation of new jobs;
ii. the re-evaluation of existing jobs; and
iii. the periodic review of existing jobs;
(each of i., ii., and iii., an "Evaluation").

4. Evaluation Process

(a) An Evaluation shall be completed by the Evaluation Committee with reference to the job description ("JD") and rating sheet particular to a job. Supervisors are responsible for completing a JD for each job based on job content. Job content shall be determined by the Supervisor. A completed draft JD shall be submitted by the Supervisor to HRS. HRS shall then forward the JD to the Evaluation Committee.

(b) Job evaluation points shall be determined by the Evaluation Committee using the established Factor Weightings in Schedule B. Grades shall be allocated in accordance with Schedule A to this Letter of Understanding.

(c) HRS shall communicate an Evaluation outcome to the Union, Supervisor and incumbent, and shall provide all parties with a copy of the finalized JD and Rating Sheet, subject to paragraph 6.

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, their 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. their 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. their 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 their pre-Evaluation Step. If the incumbent's pre-Evaluation wage rate was above Step 10, their 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) Notwithstanding Article 5(a) and 5(b), if the incumbent accepts another position their wage rate shall be determined by the Grade of the new position.

Grade Evaluated Higher

(d) If an Evaluation or Review, as the case may be, results in a Grade higher than the incumbent's pre-Evaluation Grade, the incumbent's wage rate shall be determined by Article 21.03(b) retroactive to the date the complete draft JD was received by HRS.

Grade Evaluated with No Change

(e) If an Evaluation or Review, as the case may be, does not result in a change to the incumbent's pre-Evaluation Grade, the incumbent's wage rate shall remain unchanged.

6. Dispute Resolution Process

The Dispute Resolution Process shall consist of 3 stages as set out below.

Stage 1 – Evaluation Review

(a) An Evaluation may be the subject of a review (a "Review") only if:

i. a Review Form is completed by the Union and submitted to HRS within 10 Working Days from the date the Evaluation outcome is communicated by HRS to the Union. An extension is requested within that period may be granted by HRS; such a request shall be for a maximum extension of 10 Working Days and shall not be unreasonably denied; and

ii. the basis for the Review is that the Evaluation outcome is inaccurate.

(b) HRS shall provide a copy of the completed Review Form to, and solicit comment from the Supervisor unless the Supervisor is in agreement with the Review, evidenced by their signature on the Review Form.

(c) A University Review Committee consisting of University Managers shall consider the information provided by the Union on the Review Form, along with any comments provided by the Supervisor, and shall communicate its decision and rationale to the Supervisor and the Union. If the University Review Committee fails to make a decision within 20 Working Days of receiving the Review Form, the Union may refer the matter to Final Offer Selection Arbitration within the next 10 Working Days but not thereafter.

Stage 2 – Settlement Offer

(d) If the decision of the University Review Committee is unsatisfactory to the Union, the Union shall so notify HRS within 10 Working Days of the decision having been communicated to the Union. Within 10 Working Days of the Union's notification to HRS, HRS may make an offer of settlement to the Union. Within 10 Working Days of the date of the offer, the Union may either accept the offer of settlement, if any, and the matter shall be considered fully resolved, or the Union may refer the matter to Final Offer Selection Arbitration in accordance with Stage 3.

Stage 3 – Arbitration

(e) A referral to Final Offer Selection Arbitration must occur no later than 30 Working Days from the date the decision of the University Review Committee at issue was communicated to the Union.

(f) The University and Union shall submit their respective Final Offer Selection Briefs, including a proposed remedy, to the Arbitrator and to each other no less than 5 Working Days prior to the Arbitration. The Final Offer Selection Briefs shall address only those matters at issue as identified on the Review Form. Both Parties' proposed remedy shall identify the job evaluation points and corresponding Grade of the job. The Arbitrator shall award one of the two proposed remedies in its entirety and shall have no jurisdiction to fashion their own remedy.

(g) One Arbitrator shall be selected by agreement of HRS and the Union who shall adjudicate all matters referred to Arbitration. The decision of the Arbitrator shall be binding. The Arbitration(s) shall occur on campus in May and November each year.

Wage Rate Implementation Following Arbitration

(h) If the Arbitrator awards the Union's proposed remedy, the Award shall be applied in accordance with paragraph 5(a), (d) or (e), as applicable. If the Arbitrator awards the University's proposed remedy, the incumbent's wage rate shall be determined as follows:

i. If the Award results in a Grade lower than the incumbent's pre-Evaluation Grade, the incumbent's wage rate shall be determined by the Grade of the position pursuant to the Award without change to their pre-Evaluation Step, retroactive to the date the matter was referred to Arbitration. If the incumbent's pre-Evaluation wage rate was above Step 10, their 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";

ii. If the Award results in a Grade the same as or higher than incumbent's pre-Evaluation Grade, the incumbent's wage rate shall be determined in accordance with Article 21.03(b) or (d) as applicable, effective from the date the completed draft was submitted to HRS.

(i) Article 6.10(f) shall apply with respect to the costs of arbitration.

7. Union Right to Information

(a) Upon request, the Union shall be provided the following information / documentation:

i. completed JDs, including for each JD the ratings and points of each subfactor;
ii. JD templates;
iii. Evaluation results (rating sheets);
iv. completed Review Forms;
v. Supervisor's comments;
vi. Review results;
vii. the Job Evaluation Plan; and/or
viii. for each incumbent: their name and gender; job title; the gender of the job or job group; JD number; and department.

(b) HRS shall post on its website all JDs and Rating Sheets.

SCHEDULE A

Placement On Wage Rate Grid

An Employee's job evaluation points as derived from their job description will determine their pay grade in accordance with the chart below.

JES Grade Boundaries

Min (& Including)	Max	Grade
0	204.9	**1**
205	254.9	**2**
255	304.9	**3**
305	354.9	**4**
355	404.9	**5**
405	454.9	**6**
455	504.9	**7**
505	554.9	**8**
555	604.9	**9**
605	654.9	**10**
655	704.9	**11**
705	1000	**12**

Note: Grade 12, with 755 points or more will
have 10% added
to their Grade 12 step rate

SCHEDULE B
Factor Weightings

Factor	Subfactor	Weight	Degree Levels														
		%	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7		Total Points
Skill	1. Applied Reasoning and Analytical Skills	15%	15	26	38	49	60	71	83	94	105	116	128	139	150		**150**
	2. Breadth of	2%	5		13		20										**20**
	3. Adaptation to	3%	3	8	12	17	21	26	30								**30**
	4. Interpersonal Skill	7%	7	15	23	31	39	46	54	62	70						**70**
	5. Education and	15.5%	See Attached Chart														**155**
	6. Dexterity and	3%	3		12		21		30								**30**
Effort	7. Physical Effort	2.5%	3	7	11	15	18	22	25								**25**
	8. Mental Effort	10%	10	21	33	44	55	66	78	89	100						**100**
Responsibility	9. Planning and Coordination	10%	10	19	28	37	46	55	64	73	82	91	100				**100**
	10. Responsibility for	10%	10		33		55		78		100						**100**
	11. Accountability for	12%	12	26	39	53	66	80	93	107	120						**120**
Working Conditions	12. Physical Environment	2.5%	3	6	10	14	18	21	25								**25**
	13. Psychological	2.5%	3	6	10	14	18	21	25								**25**
	14. Health and Safety	5%	5	11	16	22	28	33	39	44	50						**50**
																Total Points	**1000**

SCHEDULE B (cont'd)

Education and Experience (Level Rating and Points Chart)

Minimum Experience / Minimum Formal Education	Total Pre-Job and On-the-Job Experience				
	6 months or less*	More than 6 months up to 2 years	More than 2 years up to 4 years	More than 4 years up to 6 years	More than 6 years
Partial secondary school	A1 **4**	A2 **8**	A3 **12**	A4 **16**	A5 **20**
Secondary school diploma	B1 **24**	B2 **28**	B3 **32**	B4 **36**	B5 **40**
Secondary school diploma plus completion of up to 1 year post-secondary training program (eg. vocational, office administration, technical, athletic)	C1 **44**	C2 **48**	C3 **52**	C4 **56**	C5 **60**
Completion of a 2 year formal post-secondary program at a community college (or formal apprenticeship)	D1 **52**	D2 **56**	F D3 **60**	D4 **64**	D5 **68**
Completion of a 3 year formal post-secondary program at a community college (or formal apprenticeship)	D6 **64**	D7 **68**	D8 **72**	D9 **76**	D10 **80**
Completion of a 4 year formal post-secondary program at a community college (or formal apprenticeship)	D11 **74**	D12 **78**	D13 **82**	D14 **86**	D15 **90**
Bachelor's degree	E1 **92**	E2 **96**	E3 **100**	E4 **104**	E5 **108**
Master's degree or equivalent professional designation (eg. MSW, MSc, CMA)	F1 **115**	F2 **119**	F3 **123**	F4 **127**	F5 **131**
Doctoral level	G1 **139**	G2 **143**	G3 **147**	G4 **151**	G5 **155**

APPENDIX V

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, Appendices and Letters of Understanding below apply to Short-Term Employees. All other Articles, Appendices and Letters of Understanding 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 13.06 – 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

Letter of Understanding

POLICIES AFFECTING TERMS AND CONDITIONS OF EMPLOYMENT

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

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

Letter of Understanding

STORM EMERGENCY POLICY AND PROCEDURE

The Employer has a Storm Emergency Policy and Procedure. Time off and compensation for Employees in the event of a storm emergency will be outlined in this policy.

Letter of Understanding

UNIFOR LOCAL 5555 BARGAINING UNIT SENIORITY

The parties agree to the following as the basis for interpretation and administration of the provisions of Article 14 - Seniority for the duration of the current Collective Agreement.

The length of continuous service calculated from the most recent date of employment with the Employer shall include:

i. continuous service in positions included in the Bargaining Unit;

ii. continuous service in positions, excluded from the Bargaining Unit due to their confidential capacity in matters relating to labour relations within the meaning of subsection 1(3)(b) of the OLRA, and under Article 2 of the Collective Agreement; and,

iii. continuous service as a temporary or casual employee excluded from the Bargaining Unit under Article 2.01(d) of the Collective Agreement.

Seniority rights derived from service earned under ii) or iii) above will only be effective once the employee has become an Employee in the Unifor Local 5555 Bargaining Unit. For clarity, this means that Bargaining Unit seniority earned for service outside the Bargaining Unit cannot be used by an employee outside the Bargaining Unit for the purposes of applying for a position within the Unifor Local 5555 Bargaining Unit.

Letter of Understanding

WORK ARRANGEMENTS FOR COACHES IN ATHLETICS & RECREATION

The pattern of work for Coaches in the Athletics and Recreation Department normally consists of 35 hours per week in shifts of 7 hours per day 5 days a week (Monday to Friday).

However, during the University inter-university preparatory and actual game season which runs approximately September - March each year, the coaches will be required to attend practices or games which may be scheduled on Saturdays, Sundays and designated holidays (outside the normal work pattern outlined above).

In order to accommodate this requirement, the following shift changes and compensation credits have been developed.

(a) PRACTICES AND GAMES SCHEDULED DURING MONDAY TO FRIDAY ONLY

When a coach is required to attend a practice or game during the period Monday to Friday, the start time is adjusted as required to enable them to attend the practice or game, without requiring them to work more than the normally scheduled 7 hours per day or 35 hours per week.

(b) HOMETOWN PRACTICES AND GAMES SCHEDULED ON SATURDAYS, SUNDAYS OR DESIGNATED HOLIDAY

When a coach is required to attend a practice or game which is scheduled on a Saturday, Sunday or designated holiday, he/she is credited with a maximum of 3.5 hours compensatory time (accumulated at straight time) for preparation time, game and post game activities (responsibilities).

(c) OUT OF TOWN GAMES SCHEDULED ON A SATURDAY, SUNDAY OR DESIGNATED HOLIDAY

When a coach is required to attend an out of town game which is scheduled on a Saturday, Sunday or designated holiday, they will be credited with actual hours in compensatory time of up to a maximum of 7 hours per day. This credit includes travel and preparatory time as well as game and post game responsibilities.

(d) COMPENSATORY TIME OFF AND APPROVALS

All shift changes, compensatory credits and time off must be approved by the Director, Athletics and Recreation Department or their appointee.

Compensatory time off is scheduled as soon as possible after each game, the timing which is established by discussion with the coach and with the Director's approval.

Letter of Understanding

WORK ARRANGEMENTS FOR CERTAIN POSITIONS, SUCH AS COACHES

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

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, DeGroote 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 FOR ADMISSIONS / LIAISON / UNIVERSITY ADVANCEMENT / STUDENT SUCCESS CENTRE / CAREER SERVICES IN THE FACULTIES OF BUSINESS, ENGINEERING, SCIENCE, & SCIENCE COOPERATIVE EDUCATION

1. It is acknowledged that for certain positions travelling is an inherent part of the value of the job, therefore, some travel time outside of normal office hours is to be expected.

2. Subject to clause (1) above, when an Employee travels on approved University business, after normal office hours, the following travel time credits shall apply: (For purposes of this letter only, normal office hours shall be defined as 9:00 a.m. to 5:00 p.m.)

(a) Travel time credits shall only apply to the initial trip from the University/ residence to the initial external destination and to the trip back to the University/residence from the last external destination.

(b) when travel is within 50 kms radius of the University – zero time credit;

(c) when travel is within 51 kms and 140 kms radius of the University – actual travel time shall be credited to a maximum of one hour;

(d) when travel is within 141 kms and 230 kms radius of the University – actual travel time shall be credited to a maximum of 2 hours;

(e) when travel is within 231 kms and 320 kms radius of the University – actual travel time shall be credited to a maximum of 3 hours;

(f) when travel is within 321 kms and 410 kms radius of the University – actual travel time shall be credited to a maximum of 4 hours;

(g) when travel is greater than a radius of the University of 411 kms - actual travel time shall be credited to a maximum of 5 hours.

3. Actual travel time is defined as:

(a) when travel is by automobile, the kilometres involved in travelling from/to University/ residence to/from destination;

(b) when travel is by public transportation, e.g. air travel, the time spent travelling from public departure point to public arrival point, plus 2 hours (3 hours when travel is by air).

4. When using a private automobile, the kilometric rate established by the University shall apply.

Letter of Understanding

SECURITY SERVICES DISPATCHERS' SHIFT ARRANGEMENTS

The Parties agree that the following are the shift arrangements for Dispatchers under Article 15, without prejudice or precedent to other members of the Bargaining Unit. The terms and conditions outlined in this document shall take the place of the antecedent Letters of Understanding signed September 11, 2002.

Notwithstanding the provisions of Article 15.02(c), Dispatchers will work three 12-hour shifts one week and four 12-hour shifts the following week. In those weeks of three 12-hour shifts, overtime will be paid after 36 hours in a week. In those weeks of four 12-hour shifts, overtime will be paid after 48 hours in a week.

Each year, the Employer will establish a bank of 56 hours for each Dispatcher (52 hours in years with 13 paid holidays). These hours are to be scheduled off, in consultation with the Dispatcher's Supervisor, through the year. In the event that operational necessities, as identified by the Supervisor, prevent the scheduling of these hours, such hours shall be carried over and added to the bank of the affected Dispatcher(s) for the following year.

Dispatchers are not normally expected to work on paid holidays. In the event that the University requires a Dispatcher to work on a holiday, the Dispatcher will be paid for the hours so worked at two times their regular pay in addition to the paid holiday allowance of 12 hours at their regular rate. In the event that a Dispatcher requests to work a holiday in exchange for another day, this double time provision will not apply.

Either Party may terminate this agreement with 3 months' notice. Upon receipt of such notice, a meeting will be held between the Parties to discuss the reasons for the termination of the agreement and to determine the details of a transition.

Notwithstanding the above, as Dispatchers in Unifor Local 5555, Unit 1 leave through attrition, it is the University's intention to have Special Constables represented by Unifor Local 5555, Unit 4, take responsibility for dispatch duties. The Employer will not post any future Dispatcher vacancy except as may be required by the Unit 4 collective agreement.

Letter of Understanding

INCENTIVE PAY FOR SOME POSITIONS

The Union agrees that the Employer may continue to utilize incentive compensation programs, as they currently exist, for Employees in the Senior Development Officer position in the University Advancement (UA) department, and the Business Development Representative in the Centre for Continuing Education. Incentive payment is based on an Employee achieving pre-set targets established by the Vice President, UA, and the Director of the Centre for Continuing Education, respectively. Any changes required to these programs will be dependent on mutual agreement between the Union and the Employer.

Letter of Understanding

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. **Randy Levinson**
2. **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 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
("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
10 or more but less than 25	75	25

Letter of Understanding

Rx05 DRUG FORMULARY FOR POST-RETIREMENT BENEFITS

The Parties agree that, effective January 1, 2013, the drug formulary for Post-Retirement Benefits will change from the current Plan IV to Rx05. This change will only apply to Employees who retire on or after January 1, 2013 and who are eligible for Post-Retirement Benefits pursuant to Article 22.01.

Letter of Understanding

JOINT ANTI-HARASSMENT COMMITTEE INVESTIGATIONS

Notwithstanding Article 8.06(a) and (b), 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 Local 5555 member complainant and a Unifor Local 5555 member respondent; or
2) Where there is a Unifor Unit 1 member complainant and a managerial respondent.

The JAC will comprise of at least three representatives selected by the University and at least three selected by the Union. 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.

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) 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) 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);

(e) Once the JAC investigation sub-committee has finalized its investigation, it shall complete a written report of its findings of fact. The report may also include, with the agreement of the JAC investigation sub-committee members, (a) recommendation(s) for remedial action, such as discipline. Neither the JAC or JAC investigation sub-committee shall determine the remedial action to be taken, if any, arising from the investigation; that is the sole responsibility of the University. The report will be finalized in consultation with the Assessment Team and submitted to the Decision Maker pursuant to the applicable Policy(ies). A copy of the report will be provided to the Director, Employee/Labour Relations, the Unifor Unit 1 Chairperson. 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;

(f) In the event the JAC investigation sub-committee does not agree on their findings of fact, or requires guidance on its analysis, it will consult with the Assessment Team to seek consultation and guidance on the points of discrepancy. If, after such consultation, that JAC investigation sub-committee cannot reach agreement on their findings of fact, the Decision Maker will be so advised and the University will proceed independently; and

(g) Neither the investigatory process giving rise to the report 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

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 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

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.

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 Supplemental Unemployment Benefits (SUB) arrangements.

Letter of Understanding

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.

Letter of Understanding

COMPENSATION & BENEFITS

Premiums for Employees Over Step 10

1. **(a)** Employee whose Wage Rate as at October 31, 2019, is over the Step 10 rate in their pay Grade and, following implementation of the new Wage Rate grid effective November 1, 2019, is at or under the Step 10 rate in their pay Grade, shall:

i. have their Wage Rate increased to, and administered at, Step 10 of the new Wage Rate grid; and

ii. be paid a premium for all straight time hours worked between November 1, 2019, and May 2, 2020, inclusive, in an amount equal to the difference between:

(1) the increase received in accordance with paragraph 1(a)i.; and
(2) 1.00% of her Wage Rate calculated as at November 1, 2019.

(b) The premiums described in paragraphs 1(a) shall not be included in the determination of pension and benefit entitlements.

(c) Notwithstanding paragraph 1(a), the premium described therein shall cease to apply if the Employee, at any point prior to May 2, 2020, has a change to their Wage Rate, for example, via promotion or demotion, such that it is no longer over Step 10 in their pay Grade.

2. **(a)** Following implementation of the new Wage Rate grid effective May 3, 2020, any Employee whose Wage Rate is over the Step 10 rate in their pay Grade shall, in lieu of receiving an increase to their Wage Rate, be paid a premium in an amount equal to 1.00% of their Wage Rate as at May 2, 2020, for all straight time hours worked between May 3, 2020, and May 1, 2021, inclusive.

(b) Any Employee whose Wage Rate as at May 2, 2020, is over the Step 10 rate in their pay Grade and, following implementation of the new Wage Rate grid effective May 3, 2020, is at or under the Step 10 rate in her pay Grade, shall:

i. have their Wage Rate increased to, and administered at, Step 10 of the new Wage Rate grid; and

ii. be paid a premium for all straight time hours worked between May 3, 2020, and May 1, 2021, inclusive, in an amount equal to the difference between:

(1) the increase received in accordance with paragraph 2(b)i.; and
(2) 1.00% of their Wage Rate calculated as at May 2, 2020.

(c) The premiums described in paragraphs 2(a) and (b) shall not be included in the determination of pension and benefit entitlements.

(d) Notwithstanding paragraph 2(a), the premium described therein shall cease to apply if the Employee, at any point prior to May 1, 2021, has a change to her Wage Rate, for example, via promotion or demotion, such that it is no longer over Step 10 in her pay Grade.

3. **(a)** Following implementation of the new Wage Rate grid effective May 2, 2021, any Employee whose Wage Rate is over the Step 10 rate in her pay Grade shall, in lieu of receiving an increase to her Wage Rate, be paid a premium in an amount equal to 1.00% of her Wage Rate as at May 1, 2021, for all straight time hours worked between May 2, 2021, and April 30, 2022, inclusive.

(b) Any Employee whose Wage Rate as at May 1, 2021, is over the Step 10 rate in their pay Grade and, following implementation of the new Wage Rate grid effective May 2, 2021, is at or under the Step 10 rate in their pay Grade, shall:

i. have their Wage Rate increased to, and administered at, Step 10 of the new Wage Rate grid; and

ii. be paid a premium for all straight time hours worked between May 2, 2021, and April 30, 2022, inclusive, in an amount equal to the difference between:

(1) the increase received in accordance with paragraph 3(b)i.; and
(2) 1.00% of their Wage Rate calculated as at May 1, 2021.

(c) The premiums described in paragraphs 3(a) and (b) shall not be included in the determination of pension and benefit entitlements.

(d) Notwithstanding paragraph 3(a), the premium described therein shall cease to apply if the Employee, at any point prior to April 30, 2022, has a change to her Wage Rate, for example, via promotion or demotion, such that it is no longer over Step 10 in her pay Grade.

Note: Contingency Across the Board Wage increase percentages for each year of the Agreement as outlined in Appendix II will be deemed to apply to premium payment percentages outlined above, in such cases where they may be permitted.

Step Progression

4. An Employee whose Wage Rate is less than Step 10 shall receive increases to her Wage Rate via annual step progression in accordance with Article 21.03.

Benefits

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.