

# COLLECTIVE AGREEMENT

Between



- and -

**CUPE 3906** / *Canadian Union  
of Public Employees*

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Canadian Union of Public Employees/  
Syndicat canadien de la fonction publique  
Local 3906, Unit 2

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Sessional Faculty  
Hourly-Rated Sessional Music Faculty

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Expires August 31, 2020



*This Collective Agreement is dedicated to the memory of David Gerry, a long-time Sessional Faculty and a member of the Unit 2 bargaining team, who passed away after a short but heroic battle with cancer in late 2017.*

*He was an award winning faculty member, world renowned flutist, loving husband, and wonderful friend.*



**TABLE OF CONTENTS**

<b>ARTICLE #</b>	<b>ARTICLE</b>	<b>PAGE #</b>
1	SCOPE & PURPOSE	1
2	RECOGNITION	1
3	DEFINITIONS	2
4	MANAGEMENT RIGHTS	4
5	UNION REPRESENTATION	4
6	NO DISCRIMINATION, HARASSMENT, OR SEXUAL HARASSMENT	6
7	UNION SECURITY	9
8	INFORMATION	9
9	NO STRIKE OR LOCKOUT	10
10	GRIEVANCE PROCEDURE	10
11	COACHING, DISCIPLINE AND DISCHARGE	13
12	POSTINGS, SELECTIONS AND APPOINTMENTS	14
13	INSTRUCTIONAL RESOURCES	19
14	EVALUATIONS	20
15	WAGES AND SUPPLEMENTED FEES	21
16	HEALTH AND DENTAL BENEFITS	23
17	HEALTH AND SAFETY	25
18	LEAVES	29
19	TECHNOLOGICAL CHANGE AND TRAINING	32
20	SENIORITY	33
21	TERM	33
22	LEGAL LIABILITY POLICY	34
23	FORMS AND LETTERS	34
SCHEDULE A	WAGES	35
SCHEDULE B	LUMP SUM PAYMENTS	36
SCHEDULE C	SUPPLEMENTED FEES	36
<b>LETTERS OF UNDERSTANDING</b>		
	THE RIGHT TO REFUSE UNSAFE WORK	37
	SESSIONAL FACULTY NOTES	37
	POLICIES AFFECTING TERMS AND CONDITIONS OF EMPLOYMENT	37
	PAY EQUITY AND EQUAL PAY FOR EQUAL WORK	38
	INTELLECTUAL PROPERTY POLICY	38
	COURSES TO BE PAID AT MINIMUM 3-UNIT RATE	38
	EMPLOYMENT EQUITY STATEMENT	38

## **ARTICLE 1 – SCOPE & PURPOSE**

- 1.01 (a) The Scope and Purpose of this agreement are to maintain an orderly employment relationship between parties; to provide machinery for the prompt and equitable resolution of non-academic grievances and disputes; to promote co-operation and understanding between the Employer and members of the bargaining unit; and to recognize the mutual value of joint discussions and negotiations in matters pertaining to the improvement of working conditions, scale of wages, and other non-academic matters.
- (b) Although the primary objective of this agreement pertains to the resolution and improvement of non-academic matters, the Employer recognizes all members of CUPE 3906 - Unit 2 as valuable members of the McMaster University teaching and academic community.
- (c) The parties acknowledge their joint responsibility to encourage teaching excellence and that these acknowledgements include the recognition of the contributions of Sessional Faculty and Hourly-Rated Sessional Music Faculty to McMaster University.
- (d) The Parties agree to administer this Collective Agreement in good faith and in a fair and reasonable manner.
- (e) The Parties recognize and acknowledge that McMaster University is located on the traditional territories of the Mississauga and Haudenosaunee nations, and within the lands protected by the “Dish With One Spoon” Wampum agreement.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Canadian Union of Public Employees/Syndicat canadien de la fonction publique as the sole and exclusive bargaining agent for all employees of McMaster University employed in Ontario as Sessional Faculty and Hourly-Rated Sessional Music Faculty having full or joint full responsibility for the teaching of 1 or more university degree credit courses, and all employees of McMaster University employed in Ontario as Sessional Faculty in the McMaster English Language Development (MELD) program (or any successor program), save and except:
- (a) those persons employed in the Faculty of Health Sciences;
- (b) those persons employed in the Centre for Continuing Education;
- (c) those persons holding academic appointments (including those who teach degree credit courses on overload) of the following kind:
- (i) tenure-track appointments
  - (ii) tenured appointments
  - (iii) contractually limited appointments
  - (iv) special appointments
  - (v) continuing appointments without annual review
  - (vi) teaching track
  - (vii) permanent teaching appointments
- as these terms are presently defined in the *McMaster University Revised Policy and Regulations with Respect to Academic Appointment, Tenure and Promotion*.
- (d) Postdoctoral Fellows engaged in teaching to the extent that such teaching is a requirement of their fellowship;

- (e) those persons affiliated with the University as part-time faculty for the purpose of research, including those who supervise graduate students and/or teach some or all of a graduate student course on a voluntary basis;
- (f) retired faculty who, prior to their retirement, had an academic appointment at McMaster University;
- (g) those persons employed in a managerial or confidential capacity;
- (h) those persons for which any other trade Union holds bargaining rights.

### **ARTICLE 3 – DEFINITIONS**

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

**“academic term”** or **“Term”** is defined as the period of time normally required to teach a 3-unit course, as follows:

Fall Term:	September 1 <sup>st</sup> to December 31 <sup>st</sup> ;
Winter Term:	January 1 <sup>st</sup> to April 30 <sup>th</sup> ;
Spring/Summer Term:	Includes a Spring Term and a Summer Term between May 1 <sup>st</sup> to August 31 <sup>st</sup> .

**“academic year”** means the period from September 1<sup>st</sup> to August 31<sup>st</sup> inclusive, and is divided into 3 academic terms.

**“Applicant”**- An individual who applies to a posted vacancy.

**“Appointment”**- Is an employment contract to deliver a course, a portion of a course, or 1 or more Sections of a course.

**“bargaining unit”** means the bargaining unit described in Article 2.

**“bargaining unit member”** or **“employee”** means a person employed by the Employer who holds an Appointment in the bargaining unit described in Article 2.

**“business day”** means any day that is not a weekend, public holiday or any day on which the University is closed.

**“Chair”** means the Chair of a Department and includes the equivalent title for the head of an academic unit within the University that does not have a “Chair” but rather a “Director” or “Area Chair” or the like.

**“day”** means a calendar day unless otherwise specified.

**“Department”** means the division, academic unit or work area, as indicated by the context of an employee’s Appointment.

**“designate”** means an individual who is authorized by a person specifically identified in this Agreement to act on their behalf.

**“Employer”** means McMaster University.

**“E/LR Representative”** means a member of the Employee/Labour Relations Unit in the Employer’s Department of Human Resources Services who has been appointed by the Assistant

Vice-President and Chief Human Resources Officer to represent the Employer in any communications and/or meetings convened pursuant to this Agreement.

**“Faculty”** includes each of the DeGroote School of Business, the Faculty of Engineering, the Faculty of Humanities, the Faculty of Science, and the Faculty of Social Sciences, as appropriate to the context in which it is referenced.

**“immediate family”** means an employee’s spouse, child, step-child, ward, grandchild, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother and grandfather.

**“Local”** means the Canadian Union of Public Employees/Syndicat canadien de la fonction publique, Local 3906.

**“Section”** means components of the same course, including lectures, labs and tutorials. A Section is normally 3 units or 6 units. When there is only 1 offering of a course, it is the only Section of that course. When there are multiple offerings of a course, each offering is a separate Section. For clarity purposes, each Section would have a different group of students.

**“Sessional Faculty”** means an employee or bargaining unit member, including faculty teaching in the MELD program, who is not an Hourly-Rated Sessional Music Faculty.

**“Hourly-Rated Sessional Music Faculty”** means an employee or bargaining unit member holding a musical instruction Appointment.

**“spouse”** means either of 2 persons who:

(a) are married to each other, or

(b) are not married to each other and are living together in a conjugal relationship,

(i) continuously for a period of not less than 1 year; or

(ii) of some permanence, if they are the natural or adoptive parents of a child, as parents is defined in Section 1 of the *Family Law Act*, R.S.O. 1990, c. F.3.

For clarity, the parties understand that the above definition is superceded by any definition of “spouse” that may be used by the Union’s benefits provider for purposes of administering the Union-contracted benefits under this Agreement.

**“steward”** means an employee who has been elected or appointed from within the bargaining unit, as per the Local’s by-laws to represent bargaining unit members in matters pertaining to the application or administration of this Agreement.

**“Supervisor”** means the Chair of the Department in which a bargaining unit member is employed.

**“the parties”** means McMaster University and, the Local or the Union, as indicated by the context.

**“this Agreement”** means the Collective Agreement between McMaster University and Canadian Union of Public Employees, Local 3906 in respect of the bargaining unit for Sessional Faculty and Hourly-Rated Sessional Music Faculty, which unit may hereinafter be referred to as “Unit 2”.

**“Union”** means the Local in its capacity as the representative of Unit 2.

**“Union Representative”** means a person who is employed by the Local or who has been duly authorized to represent the Union through election or appointment in accordance with the Local’s by-laws.

- 3.02 In recognition that Canadian universities commonly refer to contract faculty by a variety of titles, for the purposes of professional recognition, employees in the bargaining unit shall be called Sessional Faculty and Hourly-Rated Sessional Music Faculty.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.01 (a) The Union recognizes that the management of McMaster University is fixed exclusively in the Employer subject to the provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (i) maintain order, discipline and efficiency;
  - (ii) hire, appoint, re-appoint, not appoint, assign, transfer, lay-off, recall, direct, discharge, and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without just cause may be the subject of a grievance, to be dealt with as hereinafter provided;
  - (iii) plan, direct and control operations; determine job classifications, requirements, and hours of student contact; determine work assignments, methods, schedules, procedures and standards;
  - (iv) determine the size, composition and deployment of the workforce;
  - (v) put into effect, enforce and alter reasonable policies, rules and regulations governing the conduct of the Employer and the employees.
- 4.02 The Employer agrees that it will not exercise its rights as set out in this Article in a manner inconsistent with this Agreement or the principles of academic freedom and confirms its commitment to administer this Agreement reasonably such that its decisions must not be arbitrary, discriminatory or made in bad faith. The Union agrees that the fact of the Employer exercising its rights under the Article shall not constitute harassment.

#### **ARTICLE 5 – UNION REPRESENTATION**

- 5.01 The Employer recognizes the right of the Union to appoint up to 2 stewards to represent each Department, providing that such stewards are employed in the Department, or were employed in the Department under the most recent Agreement. Where the Union consolidates departmental representation, the steward(s) must be employed in 1 of the consolidated Departments the employee represents. Where no stewards are appointed for a particular Department, or the steward(s) are unavailable, the Chairperson of the Stewards' Council and/or a member of the Union Executive may exercise the rights of a steward.
- 5.02 The Union and the Employer agree to limit the membership on their respective bargaining teams to a total of 9 each.
- 5.03 (a) The Parties recognize that all employees in the bargaining unit, including Stewards, bargaining team members and Local Executive Members, have regular duties to perform as employees of the Employer. Therefore, Stewards and other representatives appointed pursuant to this Agreement will not leave their duties without consent from their Supervisor and such consent will not be unreasonably withheld.
- (b) When in the course of negotiating or administering this Agreement an employee, acting in an official capacity for the Union, is meeting with representatives of the Employer, the parties will use

their best efforts to arrange for mutually convenient meeting times that do not conflict with the employee's teaching duties. In the event that a mutually agreed meeting time does conflict with such duties, it is the joint responsibility of the employee and their Supervisor to arrange for the missed class(es) to be made up. In the solution reached by the employee and the Supervisor, the Employee agrees that the employee will not suffer any loss of wages.

#### 5.04 **Joint Labour Management Committee**

- (a) **Terms of Reference:** The parties acknowledge the mutual benefits to be derived from joint consultations and agree, therefore, that there shall be a Joint Labour-Management Committee (JLMC) comprising representatives of the Employer and representatives of the Local's bargaining units with the purpose of fostering effective communications and labour relations between the parties during the term of this Agreement. Additionally, consultation and discussion in this forum is intended to further the "Scope and Purpose" of the parties' 3 Collective Agreements. Accordingly, the parties have adopted the following Terms of Reference:
- (b) **Membership and Participation:** Each party will determine its representatives at any meeting of the JLMC to a maximum of 7. Of the Local's 7 representatives, at least 1 must be appointed from the bargaining unit. Normally, for the Local this representation will include the Local President and the Staff Representative(s), and, for the Employer, the Associate Vice-President and Dean of Graduate Studies, the Associate Vice-President Academic and an E/LR Representative. The parties understand and agree that on occasion it may be necessary, due to absence or time constraints, for 1 of the individuals named herein to appoint a designate to attend the JLMC meeting in their place.
- (c) **Meetings:** The JLMC will meet in September, November, January, March, May and July of each year or by mutual agreement. The dates for these meetings will be determined by the parties at the preceding meeting or by mutual agreement thereafter. Meetings will normally be for 2 hours.
- (d) **Committee Chair:** The Union will appoint a Chair to the JLMC.
- (e) **Agendas:** The parties will exchange agenda items 1 week prior to each meeting and the Chair will issue an agenda 1 week prior to each meeting. Background materials which may accompany an agenda item will be made available 1 week prior to the meeting to which they pertain. With time permitting, and the consent of those in attendance, additional items may be added to an agenda. Items shall be presented by the parties in alternating sequence, beginning with the Local.
- (f) **Guests:** With the approval of the other party, the Union or the Employer may invite (a) guest(s) to a JLMC meeting for the purpose of providing the JLMC with information or expertise.
- (g) **Minutes:** Both parties will take minutes of each meeting.
- (h) **Administrative Support:** The Employer will be responsible for canvassing dates and locations for the meeting and will provide this information to the Chair.
- (i) **Appropriate Topics:** Agenda items may include any topic of interest or concern to either party, provided that it does not deal with the specifics of a current grievance. Unless agreed otherwise by the parties, meetings shall address issues pertaining solely to bargaining units not engaged in a period of collective bargaining. Agenda items can include bargaining unit-specific matters. The Employer recognizes the work of members of the bargaining unit which supports the academic mission of the University. As such, agenda items can also include items that may arise as a result of their instructional activities.

- (j) **Authority:** Depending on the nature of the issue, representatives of the parties may be comfortable in reaching decisions at a JLMC meeting. However, representatives cannot make decisions that are formally binding on either party. Rather, representatives may agree to recommend acceptance of a course of action to their respective principals, with formal agreement on the issue being confirmed separately between the parties.
  - (k) **Wages:** Attendance at such meetings by representatives who are employees in the bargaining unit will be covered by the provisions of Article 5.03 of this Agreement and such employees will not be entitled to additional compensation for attendance at JLMC meetings.
  - (l) **Other:** The parties may determine by consensus additional Terms of Reference that provide for the effective administration and operation of the JLMC. Such additional terms will be included in the minutes.
- 5.05 Each party agrees to meet to discuss any matters related to this Agreement only with those persons properly authorized to represent the other party. To this end, the Union and the Local, as applicable, will supply the Employer with the names of its Executive Committee, stewards, staff representative(s), and administrative staff, and shall keep the Employer informed of any changes to that list in a timely fashion. Likewise, the Employer will supply the Union with a list of those persons properly designated to discuss matters concerning the Union or this Agreement and will inform the Union of any changes to that list in a timely fashion.
- 5.06 Subject to the terms of Article 10, all correspondence between the parties arising out of this Agreement or its negotiation or any matter incidental thereto, shall pass directly to and from the Assistant Vice-President and Chief Human Resources Officer, or designate, and the Local Executive.
- 5.07 The Employer will forward to the Union copies of correspondence and notices that are directed to groups of bargaining unit employees and that pertain to this Agreement.
- 5.08 (a) In the event of organizational change(s) involving the elimination, amalgamation or creation of a Department or Departments or Faculty or Faculties, the Employer will meet with the Union to discuss the general nature of the impending change(s) and the effect of the change(s) on the employees in the Department(s) affected. This meeting may be facilitated through the JLMC.
- (b) Where an individual Department reorganizes programs or courses so that fewer Appointments are required, every effort will be made to implement the change at the end of the Term. The Union may raise the matter for discussion at a JLMC meeting.

## **ARTICLE 6 – NO DISCRIMINATION, HARASSMENT, OR SEXUAL HARASSMENT**

- 6.01 (a) The parties agree that all Employees shall be entitled to a respectful workplace free of discrimination, sexual harassment, and workplace harassment. As of the date of the ratification of this Collective Agreement, the University has policies on these topics, including: Policy on Discrimination and Harassment: Prevention and Response; Violence in the Workplace Policy; and Sexual Violence Policy.

The parties acknowledge that nothing in these Policies is meant to supersede the terms and conditions of the Collective Agreement. In the event that the provisions of these Policies contradict the Collective Agreement, the Collective Agreement governs, to the extent of the contradiction.

- (b) The parties agree that there shall be no discrimination, interference, harassment (including sexual harassment), intimidation or coercion exercised or practised by either of them with respect to any employee in the bargaining unit concerning the application of the provisions of this Collective Agreement, by reason of the following: the employee's membership or non-membership in the

Union; the employee's activity in the Union or the exercise of their lawful rights arising there from; the employee's age, race, creed/religion, self-identification as Indigenous, colour, nationality, citizenship, place of origin, ancestry, sex, gender, marital status, disability as disability is defined in the *Human Rights Code of Ontario* [which includes Acquired Immune Deficiency Syndrome (AIDS), AIDS related illnesses, and positive Immune Deficiency Virus (HIV+)]; the employee's political belief or affiliation, the employee's academic orientation or school of thought; the employee's sexual orientation, same sex partnership status, transsexual transition status, gender expression, and gender identity; or any ground prohibited by the *Ontario Human Rights Code*, R.S.O. 1990, c.H-19, as amended.

6.02 (a) It is the Employer's responsibility to maintain an environment in which employees remain free from harassment as it is defined within this Collective Agreement, including intimidation, reprisals and any threats, explicit or implied, which are designed to or might reasonably be understood to dissuade an employee from exercising their rights under this Article 6.

(b) The parties agree to a definition of harassment, including racial harassment, as follows:

- (i) engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome; or
- (ii) workplace sexual harassment.

Workplace harassment also includes a reprisal or a threat of reprisal for lodging a grievance alleging a violation in Article 6 where the reprisal or threat is made by a person in a position to confer, grant, or deny a benefit or advancement to the employee. The parties recognize that a single incident and/or conduct online may constitute workplace harassment.

(c) The parties agree to a definition of workplace sexual harassment, as follows:

- (i) engaging in a course of vexatious comment or conduct against a worker in a workplace 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
- (ii) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant, or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Workplace sexual harassment also includes a reprisal or threat of reprisal by a person in a position to confer, grant, or deny a benefit or advancement to the employee for rejecting a sexual solicitation or advance or for lodging a complaint under the University's Policy or the terms of this Collective Agreement alleging workplace sexual harassment. The parties recognize that a single incident and/or conduct online may constitute workplace sexual harassment.

6.03 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 use one or more options including, but not limited to, the following:

- i. 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;

- ii. consult with one of the four Intake Offices that administer the Policy on Discrimination and Harassment: Employee/Labour Relations, Equity and Inclusion Office, Student Support and Case Management Office; and the Faculty of Health Sciences Professionalism Office;
  - iii. seek assistance in addressing the issue through an informal resolution process with their Supervisor or with an Intake Office;
  - iv. initiate a formal complaint under the Policy with one of the Intake Offices, or a grievance under Article 10 with the assistance of a Union Representative;
  - v. file a complaint with the Ontario Human Rights Tribunal;
  - vi. consult with a Union Representative or CUPE's Equity Action Officer and seek assistance in addressing the issue.
- 6.04 Where an employee alleges that they have been subjected to any form of harassment as defined in Article 6.02, they may request that their employment duties be adjusted and the Employer will make arrangements to adjust employment duties or take other action(s) to limit, or where reasonably possible to end, employment contact with the alleged harasser. Adjusted employment duties and other accommodation(s) that have been put in place pursuant to this Article will expire upon the resolution of the matter or at the conclusion of the employee's employment, whichever occurs first. The employee will not lose any wages, rights or benefits as a result of this arrangement.
- 6.05 The parties agree that employees are protected under any current and future whistle-blower policies of McMaster University and that no employee will suffer any reprisals for good faith complaints on matters covered under such policies.
- 6.06 The parties agree that employees make important intellectual contributions to the University and that their work supports the academic mission of the University. The parties agree that employees enjoy freedom of speech and freedom of thought. The parties also agree that no employee will be disciplined for the fact of exercising reasonable intellectual discretion pursuant to and within the parameters of Article 4.
- 6.07 The Employer and the Union are committed to addressing employment equity issues and recognize the need to discuss areas of mutual concern.
- 6.08 McMaster University is strongly committed to employment equity within its community, and to recruiting a diverse faculty and staff. Further, the University is committed to working with CUPE to address employment equity issues of mutual concern within the bargaining unit, in an attempt to find a resolution. The JLMC is an appropriate forum for this purpose.

### **Accommodation**

- 6.09 In accordance with the Ontario Human Rights Code (the "Code"), the University's Policy on Workplace Accommodation, the University's Return to Work Program, and Article 6.01, the parties acknowledge their respective obligations to accommodate the medical restrictions of bargaining unit members with disabilities. Where appropriate supporting medical documentation indicates the need, a workplace accommodation plan will be developed in consultation between the Supervisor, Employee Health Services Consultant or designate, and the employee with a disability requiring workplace accommodation. The Union will be informed of the name and Department of any employee for whom a plan has been developed. The Union and the employees will cooperate in the arrangement of such accommodation. Documentation pursuant to this Article will be kept in confidence and made available to relevant individuals strictly on a need to know basis.

- 6.10 No employee will be asked to provide medical diagnosis at the outset of a request for medical accommodation or sick leave. In the event medical diagnosis will assist the accommodation and/or return to work processes, Employee Health Services will obtain an employee's consent to obtain such information.

## **ARTICLE 7 – UNION SECURITY**

- 7.01 (a) The Employer will, during the term of this Agreement, deduct from the pay of each member of the bargaining unit, union dues in the amount specified in writing from time to time by the Treasurer of the Local, and shall remit same, accompanied by a list of employees and their unique employee identifiers from whose pay deductions have been made and the amount of such deductions, in an agreed upon electronic format no later than 1 week after the deductions have been made.
- (b) In the event that the Employer did not deduct dues from a member of the bargaining unit for a course which the member has completed, the Employer will pay to the Union the equivalent of such dues. Before filing a grievance in such matters as described above the Union will advise the Employer in writing on a timely basis to provide an opportunity to correct the matter.
- (c) The Union will provide the Employer with 30 days' notice of any change to the amount to be deducted from the pay of bargaining unit members pursuant to Article 7.01 (a).
- 7.02 The Union shall indemnify and save the Employer harmless from any legal actions or liabilities arising from the application of Article 7.01.

## **ARTICLE 8 – INFORMATION**

- 8.01 (a) Within 7 days following the end of each month and based on the most accurate information to which the Employer has access, the Employer agrees to provide the Union an alphabetized list of all bargaining unit employees, including their first and last names, a unique employee identifier, preferred gender identification, Department of work, mailing address provided by the employee, McMaster email address, and optimal personal telephone number as available on the human resource/payroll information system. This information will be provided in electronic format.
- (b) To the extent that such information is available to the Employer, the Employer agrees to include in the list referenced in Article 8.01(a) above, information about the total number of bargaining unit employees in each of the following categories: (i) number of males; (ii) number of females; (iii) number of married employees; (iv) number of single employees.
- (c) The Employer agrees to provide the Union twice a year with a list of Sessional Faculty and Hourly-Rated Sessional Music Faculty Appointments. A list including Appointments in the previous Fall/Winter Academic Terms will be provided no later than April 30. A list including Appointments in the previous Spring/Summer Academic Terms will be provided no later than August 30. The list will include employee name, Faculty/Department of each Appointment, course number, and number of units associated with the Appointment. This information shall be provided in agreed upon electronic format.
- 8.02 (a) Following the parties' mutual agreement on the final text, the Employer will have copies of this Collective Agreement printed within thirty 30 days of ratification by both parties.
- (b) The Union will be entitled to as many copies of this Collective Agreement as it desires and will reimburse the Employer for the costs of these copies. The Employer will provide the Union with a copy of this Collective Agreement in an agreed upon electronic format. The copies of this Collective Agreement shall be printed by Media Production Services and feature the union bug.

- (c) The Employer will provide direct access, via an email link, one month after the start of each semester, to a copy of this Collective Agreement to each newly hired employee, at no cost to the employee upon commencement of their initial assignment, unless a printed copy is requested by the employee.
- 8.03 The Canadian Union of Public Employees, Unit 2, will share the bulletin board space with the Canadian Union of Public Employees, Units 1 and 3. The Employer will ensure that all bargaining unit members are informed of the location of bulletin boards in their employment area.
- 8.04 Information about the general operation of the University that may be of assistance to employees in the performance of their duties will be gathered in the form of Sessional Faculty Notes and employees will be informed of the website address for the current posted version of the Sessional Faculty Notes with each Appointment Letter.
- 8.05 (a) The Employer's current practice is to file Records of Employment ("ROEs") electronically with Employment and Social Development Canada. Employees are currently able to view and print their ROEs from the "servicecanada" website. If the Employer's practice of electronic filing is going to change, the Union will receive 10 business days' notice of the change.
- (b) With respect to the allocation of hours on an employee's ROE, the parties agree to adhere to the Memorandum of Settlement dated March 5, 2002, entitled "Appeal Procedure on Hours of Work of Sessional Lecturers for the purposes of Eligibility for Employment Insurance," which can be found at [www.workingatmcmaster.ca/med/document/CUPE2-howroe-MOA-1-42.pdf](http://www.workingatmcmaster.ca/med/document/CUPE2-howroe-MOA-1-42.pdf). Please note paragraph 3 of the Memorandum which reads, "The Sessional Lecturer shall inform the Supervisor no later than 30 days after the last day of classes in the relevant course that the Lecturer required more than 238 hours per session to prepare and deliver the course."

#### **ARTICLE 9 – NO STRIKE OR LOCKOUT**

- 9.01 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*, (S.O. 1995, c.1, Sch. A, as amended).
- 9.02 In the event that any person represented by a trade union and employed by the Employer, other than those represented by the Union, engage in a lawful strike or is lawfully locked out, members of CUPE Local 3906, Unit 2 will not be required to perform work normally performed by those persons. The Employer shall ensure that all Supervisors are informed that members of the bargaining unit should not be requested to do such work.

#### **ARTICLE 10 – GRIEVANCE PROCEDURE**

- 10.01 (a) It is the Employer's responsibility to maintain an environment in which employees remain free from harassment, intimidation, and any threats, explicit or implied which are designed or might reasonably be understood to dissuade an employee from exercising their rights under Article 10 Grievance Procedure or any other right provided for in this Collective Agreement.
- (b) The parties recognize the importance of confidentiality and agree that all grievances will be discussed, disseminated or otherwise shared by each of them on a need to know basis as determined by each of them in their discretion.

(c) To ensure that complaints of employees are remedied as quickly as possible, the parties agree that the procedure for submitting and dealing with grievances, which shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement, shall be as follows:

- (ii) Step 1: The employee may submit a written grievance signed by themselves and their steward, or Union Representative to the Chair (or the Chair's equivalent or designate) of the Department in which the employee works, within 15 business days after receiving the reply of the employment Supervisor. The nature of the grievance and the remedy sought shall be clearly set out in the grievance. The Department Chair or equivalent or designate will deliver their decision in writing within 15 business days following the day on which the grievance was submitted to them. Failing settlement at this Step, then:
- (iii) Step 2: Within 15 business days following a decision under Step 1, the grievor(s) may present the written grievance to the Dean of the Faculty (or designate) in which the grievor(s) is employed, or Associate Vice-President, Academic (or designate) if the grievor(s) Department is not administered by a particular Faculty. The Dean or Associate Vice-President, Academic (or designate) will hold a meeting within 15 business days with the grievor(s), the Steward or Union Representative who signed the grievance and an E/LR Representative to discuss the grievance. The Dean or Associate Vice-President, Academic (and/or designate representative) shall give their decision in writing within 15 business days from the date of the meeting. Failing settlement at this Step, then:
- (iv) Step 3: Within 15 business days following a decision under Step 2, the employee(s) may present the written grievance to the Provost & Vice-President (Academic). The Provost & Vice-President (Academic) or designate, will convene a meeting with the grievor(s), the Steward or Union Representative who signed the grievance, and 2 other representatives designated by the President of the Local and, an E/LR Representative, to discuss the grievance. The Step 3 reply is required in writing within 15 business days from the date of the meeting. Failing a satisfactory settlement at this Step, the grievance may be referred to arbitration within 15 business days after the date on which the reply to Step 3 was given.

(d) Where the Supervisor is a Department Chair or Faculty Dean, the Union may advance to either Step 2 or Step 3 of the Grievance Procedure, as the case may be.

### **Policy Grievance**

10.02 A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of this Agreement shall be originated at Step 2. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute any individual grievance directly affecting an employee which such employee could themselves institute, thereby passing the regular Grievance Procedure. Any grievance by the Employer or the Union as provided for in this paragraph shall be commenced within 20 business days after the circumstances giving rise to the grievance have occurred or within 20 business days of the time the grieving party reasonably ought to have known of the circumstances. The grievance must be signed by the Vice-President, Academic or the Union President respectively, or their designates. Where the grievance affects more than 1 Faculty, it shall be originated at Step 3.

## **Group Grievance**

- 10.03 A grievance resulting from a complaint of several individuals, or several individual grievances regarding the same circumstances may be consolidated and submitted at Step 2 of the Grievance Procedure, within 20 business days after the date on which the circumstances giving rise to the complaint(s) originated, or occurred, or ought reasonably to have been known by the grieving parties.

## **General**

- 10.04 A claim by an employee that they have been unjustly discharged or disciplined shall be treated as a grievance if a written statement of such grievance, setting out the nature of the grievance and the remedy sought is lodged at Step 2 of the Grievance Procedure within 20 business days after the discipline or discharge takes effect.
- 10.05 The Employer and the Union shall attempt to schedule grievance meetings so as not to interfere with the grievor's employment duties. In the event that an employee's presence is required for a grievance meeting or attendance at arbitration, the employee will make every attempt to arrange an exchange or substitution for their duties and will advise the Supervisor of such arrangements. Upon receiving notice of any pending meeting the employee shall provide the Supervisor with reasonable notice.
- 10.06 If an employee applies for a bargaining unit position and grieves the Employer's decision not to appoint the employee to that position, or, if the Union initiates a pre-grievance query, the Employer, via the appropriate E/LR Representative, will provide the Union with the name of the appointee, and advise as to their seniority. Failing resolution of the grievance at the pre-grievance query, a formal grievance may be submitted at Step 2.
- 10.07 At any point after a written grievance has been filed, upon consent, the parties may freeze the time limits in the grievance process to engage in mediation or mediation/arbitration. The Mediator will be selected by agreement of the parties.
- 10.08 A grievance alleging a violation of Articles 6 or 17 of this Collective Agreement may be submitted at Step 2 within 20 business days after the date on which the circumstances giving rise to the complaint(s) originated, or occurred, or ought reasonably to have been known by the grievor.
- 10.09 All agreements reached under the Grievance Procedure between the representatives of the parties will be final and binding upon the parties and the employees.
- 10.10 No matter may be submitted to arbitration which has not been properly carried through all the requisite steps of the Grievance Procedure. Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure.
- 10.11 If the Employer or the Union requests that a matter be submitted to arbitration, it shall make such request in writing addressed to the other party. In the case of a referral by the Union the referral will be sent to the E/LR Representative who has been involved in the Grievance Procedure and, in the case of a referral by the Employer, the referral will be sent to the President of the Local. Within 10 calendar days after the referral is received, the parties will attempt to agree on the selection of a sole arbitrator. If they are unable to agree on a sole arbitrator, the referring party may then request the Minister of Labour to appoint a sole arbitrator. No person may be appointed as an arbitrator who has been involved in an attempt to settle that grievance that is the subject matter of the referral.

- 10.12 The Arbitrator shall be governed by the following provisions:
- (a) they shall hear and determine the grievance and shall issue a decision which shall be final and binding on the parties and employees;
  - (b) they shall not have jurisdiction to: (i) amend, alter, modify or add to any provisions of this Agreement; or, (ii) issue any decision inconsistent with the terms and provisions of this Agreement provided that this prohibition does not affect the arbitrator's statutory authority to modify disciplinary penalties;
  - (c) the parties hereto will share equally the fees and expenses of the arbitrator;
  - (d) if they consider it necessary to do so, the arbitrator shall have the authority to take a view of the Employer's premises insofar as they determine that such a view may be relevant to their decision; and,
  - (e) they shall, in the first instance, have the jurisdiction to determine whether the grievance is arbitrable.
- 10.13 (a) The time limits fixed in both the Grievance and Arbitration Procedures may be extended only by written consent of both parties to this Collective Agreement. Similarly, any step of the Grievance Procedure may be waived by written consent of the responding party.
- (b) In exceptional circumstances the Union may direct to the attention of the Assistant Vice President, Chief Human Resources Officer, or designate, a request that a grievance that would otherwise be submitted at Step 1 or Step 2 be expedited by having the matter addressed at a single grievance meeting. Such a request will include the grievance and the reasons for the Union's request that the grievance be expedited. Should the Assistant Vice-President, Chief Human Resources Officer, or designate, agree to expedite the grievance as requested they will provide the Union of the name of the Employer representative who will hear the grievance and the timelines will be those of Step 3 of the Grievance Procedure. If such a request is denied, the Union will be notified within 5 business days, and the grievance will be heard at the appropriate Step of the formal Grievance Procedure as though it had been received on the date that the Union's original request to expedite the matter was received.
- 10.14 Notwithstanding all of the provisions of Article 10, the parties hereto may agree that a grievance be referred to a Board of Arbitration. At the time that a grievance is submitted to arbitration the referring party shall nominate its representative. Within 10 calendar days thereafter the other party shall nominate its representative and notify the referring party. The 2 representatives shall, within 10 calendar days after the nomination of the responding party's representative, attempt to settle by agreement the selection of the Chair of the Arbitration Board. If the representatives are unable to agree on a Chair, they may then request that the Minister of Labour appoint a Chair. Members of the Arbitration Board shall have the same powers and be subject to the same restrictions as a sole arbitrator appointed under this Collective Agreement. No person may be appointed to the Arbitration Board if that person has been involved in an attempt to settle the grievance that is to be heard by the Arbitration Board.

#### **ARTICLE 11 – COACHING, DISCIPLINE AND DISCHARGE**

- 11.01 Disciplinary action and discharge will be issued only in cases where there is just cause.
- (a) The Employer accepts and will adhere to the principles of progressive discipline. The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Where appropriate, discipline will be preceded by coaching. Progressive discipline will typically involve:

- (i) a verbal warning first,
    - (ii) followed by a written warning,
    - (iii) followed by suspension prior to discharge.
  - (b) Disciplinary action shall be documented and communicated at a meeting convened specifically for that purpose.
  - (c) Subject to the Union's right to grieve the Employer's decision to do so, the Employer may skip 1 or more steps in the progressive disciplinary process, having regard for the severity of the conduct in question and the relevant mitigating and aggravating factors, if any.
- 11.02 The Employer and the Union acknowledge that investigations must be treated as confidential by all parties. Information shared with affected parties during the course of an investigation shall not constitute a breach of confidentiality for the purposes of this Article.
- 11.03 An employee has the right to be accompanied by a Union Representative at each disciplinary meeting or investigation in which their conduct is in question. The Employer will inform the employee of this right. If an employee chooses not to exercise this right, their decision shall be communicated to the Union and Employer in writing.
- 11.04 Prior to disciplining an employee, the Employer will meet with the employee and a Union representative unless the employee chooses not to exercise their right under Article 11.03. At this meeting, the Employer will advise the employee of the reason(s) for the meeting and provide the employee with an opportunity to respond. Within 5 business days of this meeting or within 5 business days of any additional meeting(s) the Employer may require to follow-up on the details of the employee's response, the Employer will impose discipline, if any.
- 11.05 The Employer will remove warnings or suspensions in an employee's employment file after the employee has worked 3 academic terms or a maximum of 13 months during which there has not been subsequent discipline during that period of time.
- 11.06 The parties agree that all documentation related to matters subject to Article 11 shall be handled in accordance with the principles set forth in Article 10.01(b).
- 11.07 A copy of all disciplinary letters regarding warnings (written or verbal), suspensions or discharges shall be provided to the Union, within 2 business days of their issuance to the employee and will be marked "confidential".
- 11.08 If any disciplinary action is rescinded, the discipline will be removed from the employee's employment file. If an employee is disciplined, the employee may add their written comments to their employment file if he/she wishes.

## **ARTICLE 12 – POSTINGS, SELECTIONS & APPOINTMENTS**

### **POSTINGS**

- 12.01 (a) When a vacancy exists, subject to Article 12.03, the vacancy will be posted online, on a central, publicly accessible University website, for at least 2 weeks, and whenever possible at least 10 weeks in advance of the commencement of the Appointment. Employees will have access to MOSAIC posting alerts for at least 12 months after registering for MOSAIC alerts.
- (b) Postings for the Fall Term and Winter Term will be posted no sooner than the first day of the previous January. Postings for the Spring/Summer Term will be posted no sooner than the first day of the previous September. The Employer will endeavour to post vacancies between March 1<sup>st</sup> and July 31<sup>st</sup> of the previous academic year.

- (c) Job Postings shall contain the following:
- (i) date of the posting;
  - (ii) date by which the application must be received;
  - (iii) the Department;
  - (iv) course name and course number;
  - (v) projected enrolment;
  - (vi) projected number of Sections;
  - (vii) projected TA support;
  - (viii) wage rate;
  - (ix) number of units;
  - (x) starting time and duration;
  - (xi) Term;
  - (xii) location (on/off campus);
  - (xiii) qualifications required;
  - (xiv) departmental contact for questions;
  - (xv) McMaster's employment equity statement as may be amended from time to time. The current statement is included in Schedule C.

(d) The Employer will not appoint multiple employees to teach a single Section unless: the Employer is not able to find a single qualified Applicant. Where a vacancy is not filled because there is no single qualified Applicant, the vacancy may be split into multiple vacancies and posted in accordance with Article 12.01(a). In these circumstances, all Applicants to the original vacancy will be considered to have applied to each of the consequent vacancies.

(e) No offer of employment will be made until after the posting has been on the designated website for at least 2 weeks and has closed.

(f) The Union may direct questions regarding a job posting to the Director of Administration in the Faculty from which the posting arises. If resolution is not reached following discussion with the Director of Administration, the Union may initiate a grievance in the matter at Step 2 with the Dean of the Faculty.

(g) Applicants will not be required to submit reference letters, proposed course outlines, calendars of events or reading lists as part of their application for a posted position, except that, a Department may require this information from short-listed candidates solely for the purpose of selecting the successful candidate. The materials described above which are voluntarily submitted prior to short-listing shall not be considered in the short-listing process.

(h) An employee applying for a vacancy will include the information necessary for determining their current and/or aggregate seniority as defined in Article 20 in this Agreement.

(i) The Employer will advise on the posting that candidates are expected to submit the above mentioned information.

12.02 The Employer shall use the Sessional Faculty posting form, found at <http://www.workingatmcmaster.ca/elr/collective-agreements/cupe-unit2/>

### **Exceptions to Posting Requirements**

- 12.03 (a) The Employer shall not be required to post a vacancy:
- (i) after the date that is 4 weeks prior to the date that the Appointment commences;
  - (ii) if the vacancy is filled in accordance with Article 12.12 (Teaching Experience for PhD Students); or
  - (iii) if the vacancy is filled in accordance with Article 12.13 (First Consideration).

The Employer will not delay posting a known vacancy in order to be eligible for an exception under Article 12.03(a)(i).

(b) When the Employer is not required to post pursuant to Article 12.03(a)(i) and the Employer chooses to fill an available position with a Sessional Appointment, the Employer may choose to: i.) offer the position to an employee currently teaching a Section of the available course; or ii.) re-post the vacancy for a minimum of 48 hours.

### **Waiver of Posting Form**

12.04 (a) Where the Employer is not required to post a vacancy in accordance with Article 12.03, it will send to the Union a completed Waiver of Posting form, found at <http://www.workingatmcmaster.ca/>, within 1 week of filling the vacancy.

### **Faculty Postings**

(b) Where an employee who has accrued teaching employment experience as a Sessional Faculty employee for any 3 years (consecutive or otherwise, including any years holding contractually limited appointments) applies for a position as a faculty member and either does not get hired or is not granted an interview, they shall, on their request, be granted a meeting with a member of the faculty selection committee to discuss their application.

## **SELECTION AND APPOINTMENTS**

### **Selection**

12.05 (a) The criteria the Employer will use in selecting a successful Applicant for a vacancy shall include:

- (i) seniority;
- (ii) academic qualifications;
- (iii) teaching competence;
- (iv) ability to perform the various duties of the Appointment; and
- (v) previous academic employment experience.

These criteria are not listed in order of priority.

### **Where Applicants Are Equal**

12.06 When, in the opinion of the Employer 2 or more Applicants are equal the Applicant with the most current seniority will be selected. When 2 or more Applicants are equally qualified and have equal current seniority, the Applicant with the most aggregate seniority will be selected.

### **Appointments**

12.07 The Employer will provide the successful Applicant or appointee a letter of Appointment within 3 weeks of the close of the posting, the template of which is found at <http://www.workingatmcmaster.ca/>. The Employer will include in the letter of Appointment its best estimate, as of the date of the letter, projected enrolment and projected teaching assistant support for the Appointment.

12.08 The appointee will inform the Employer within 2 weeks of their acceptance of the Appointment by signing back a copy of the letter. If the appointee decides to decline the offer, they must do so in writing. If an appointee does not respond within this time period the Employer may withdraw the offer and the Employer may offer the position to another Applicant who has applied subject to 12.03.

- 12.09 Letters of Appointment, once signed by the employee and returned to the Employer, shall be sent to the Union within 30 days. Within 1 week of the Employer's receipt of the letter of acceptance from the successful Applicant, the Employer will indicate on the postings website that the position has been filled.
- 12.10 The Employer agrees that it will not post and/or offer single unit Appointments with the intention of avoiding posting 3, or 6-unit Appointments. No posting or Appointment shall be for less than 1 unit.
- 12.11 (a) In the event an Appointment is filled by more than 1 employee, each employee will share proportionately in:
- (i) the assigned wages;
  - (ii) the total seniority credits;
  - (iii) any applicable supplemental fees; and,
  - (iv) any applicable cancellation stipend.
- (b) In the event an employee is sharing an Appointment with a non-bargaining unit member, the employee will receive the following in accordance with the proportion of the course Section(s) taught:
- (i) the assigned wages;
  - (ii) the total seniority credits;
  - (iii) any applicable supplemental fees; and,
  - (iv) any applicable cancellation stipend.

#### **12.12 Teaching Experience for PhD Students**

- 12.12 (a) The Employer may offer, without posting, an Appointment to 1 Section of a course to a McMaster University PhD student provided that:
- (i) the total number of Appointments made per Faculty pursuant to Article 12.12, will not exceed 11% of the total number of course Sections held by bargaining unit members in that Faculty in the previous academic year; and
  - (ii) normally the distribution of Appointments will not be significantly disproportionate across the academic units in each Faculty; and
  - (iii) no doctoral student may be assigned more than 2 Sections over the duration of their doctoral studies to a maximum of 6 units of teaching; and
  - (iv) PhD Students given Appointments under Article 12.12 will be deemed a Unit 2 employee under the terms of this Agreement; and
  - (v) the First Consideration Appointment of another employee that would have otherwise been offered under Article 12.13 is not affected; and
  - (vii) the Union will be provided a complete list of all Appointments under Article 12.12, by the first day of the second month of each Term. This list will include: employee name, year of study, academic unit of the Appointment, total number of Sections taught under this provision, and units assigned.
- (b) The Appointment of a PhD Student in accordance with Article 12.12 shall not count as a bargaining unit Appointment for the purposes of eligibility for First Consideration.
- (c) Notwithstanding 12.12(a)(i) it is agreed that the Employer may offer, without posting, an Appointment to 1 section of a course to a McMaster PhD student on three occasions over and above the allotment set out in Article 12.12(a)(i). It is agreed that these three offerings will be made at the discretion of the Provost and Vice-President (Academic), but continue to be subject to the provisions of Article 12.12(a)(ii)(iii)(iv)(v)(vi).

## **12.13 First Consideration**

### ***Standard First Consideration***

#### *Eligibility*

12.13 (a) (i) In the event an employee has held the last 2 consecutive Appointments to the same course (when offered as a bargaining unit Appointment), regardless of the number of Sections per Appointment, and provided that they are appointed via the competitive posting process the employee shall be eligible for Standard First Consideration in accordance with Article 12.13(a)(ii). The Employer will not refuse to offer a second Appointment to an otherwise qualified Applicant to avoid the First Consideration obligation pursuant to Article 12.13(a)(ii).

#### *Entitlement*

(ii) An employee eligible for Standard First Consideration in accordance with Article 12.13(a)(i), will be appointed to the same course the next 3 times it is offered as a bargaining unit Appointment, provided that they continue to meet the criteria in Article 12.05 and subject to Article 12.13(c).

### ***Enhanced First Consideration***

#### *Eligibility*

12.13 (b) (i) In the event an employee has completed Standard First Consideration with respect to a course and is subsequently appointed to, and completes, the next offering of the same course (when offered as a bargaining unit Appointment), regardless of the number of Sections of that course, and provided that they are appointed via the competitive posting process-the employee will be eligible for Enhanced First Consideration in accordance with Article 12.13(b)(ii).

#### *Entitlement*

(ii) An employee eligible for Enhanced First Consideration in accordance with Article 12.13(b)(i), will be appointed to the same course the next 4 times it is offered as a bargaining unit Appointment, provided that the employee continues to meet the criteria in Article 12.05 and subject to Article 12.13(c).

(iii) Standard First Consideration need only be completed once for the same course.

(iv) The Appointment of a PhD Student in accordance with Article 12.12 shall not count as a bargaining unit Appointment for the purposes of eligibility for First Consideration.

(vi) Appointments provided to PhD students under Article 12.12 do not count toward entitlement for a First Consideration Appointment.

(c) Eligibility for First Consideration shall be subject to satisfactory evaluations for courses previously taught.

(d) The Employer, at its discretion, may extend an employee's Standard or Enhanced First Consideration entitlement.

(e) The number of sections in a First Consideration entitlement obtained in accordance with Articles 12.13(a)(i), and 12.13(b)(i) will be equivalent to the number of sections taught in the Appointment in which the First Consideration entitlement was earned.

(f) When there are competing First Consideration rights for an Appointment, the employee with the most Current Seniority will be offered the Appointment. When 2 or more employees have equal Current Seniority, the employee with the most Aggregate Seniority will be offered the Appointment.

(g) An Employee may decline the first Standard First Consideration Appointment without forfeiting their entitlement to the second Standard First Consideration Appointment. An Employee may decline the first or second Enhanced First Consideration Appointment, but not both, without forfeiting their entitlement to the third Enhanced First Consideration Appointment, provided that the employee continues to meet the criteria in Article 12.05 and subject to Article 12.13(c).

(h) An employee on an approved leave in accordance with Article 18 will maintain their eligibility for Standard or Enhanced First Consideration and will not forfeit their entitlement to any First Consideration Appointment accrued prior to the approved leave. Current Seniority and Aggregate Seniority will accrue for the period of the leave.

12.14 For the purposes of Article 12.13, the term "course" shall include an anti-requisite course.

### **Duties**

12.15 If requested by either the Supervisor or employee, a discussion will occur between the employee and their Supervisor with respect to the duties associated with the employee's Appointment. This discussion will normally take place prior to the commencement of the Appointment.

12.16 A bargaining unit member shall not be required to exercise the management functions of discharging, suspending or otherwise disciplining a teaching assistant assigned to them. A bargaining unit member shall be accountable for supervising teaching assistants and for reporting concerns to their Supervisor that may lead to disciplinary action.

### **Orientation**

12.17 The Employer will provide an orientation to all newly hired Unit 2 employees in order to provide them with information about the general operation of the University and resources available to them that may be of assistance in the performance of their duties. Employee orientation may include information about such things as their role as a teaching assistant supervisor under the Unit 1 Collective Agreement, supervisor training and professional development resources that are available to employees. The parties further agree that the Employer will inform all Unit 2 members of changes to their role as supervisors under the Unit 1 Collective Agreement.

## **ARTICLE 13 – INSTRUCTIONAL RESOURCES**

13.01 (a) The Employer agrees to provide all members of the Union with appropriate office space. Best efforts will be made to provide reasonable access to the use of other facilities, services and equipment related to members' teaching duties and responsibilities (e.g. McMaster University e-mail, photocopying, audio/visual equipment, telephone, private/secure meeting locations). Each employee shall have access to a mailbox or file for mail and the Employer shall ensure that all employees have secure storage space for course materials. Office and instructional materials related to the employee's instructional responsibilities will be available on the same basis as faculty members in the academic unit. Any difficulties in this area may be brought to the attention of the appropriate Dean. If a resolution is not reached, the Union may initiate a grievance in the matter at Step 2 with the Associate Vice-President, Academic.

(b) The Employer shall provide Hourly-Rated Sessional Music Faculty with proper and adequate studio space to carry out the duties expected of them and will provide properly tuned and regularly maintained pianos as required in the performance of Hourly-Rated Sessional Music Faculty's duties. For clarity, the Employer shall not require Hourly-Rated Sessional Music Faculty to use

their personal equipment or studio space. It is understood that Hourly-Rated Sessional Music Faculty may choose to use alternate (non-McMaster University) studio space to carry out their duties, subject to the agreement of the Director of the School of the Arts, such agreement shall not be unreasonably denied.

13.02 (a) The Employer agrees to provide each employee with an email account, Avenue to Learn (or equivalent), and Mosaic access following the return of a signed copy of the letter of Appointment and the completion of the requisite forms. Access will be provided for the duration of the Appointment, or 12 months, whichever is the later. Employees who need an extension of these electronic services may direct a request to their Department Administrator.

(b) An employee may obtain a McMaster University library card valid for 12 months by producing their McMaster University Employee Identification Card at the library main circulation desk. In the event that the employee is hired to work beyond the 12 months, the employee's library card privileges may be extended upon production of a new/subsequent letter of Appointment.

(c) It is agreed that employees shall not be required to distribute their personal social media, home address, or home telephone number to students.

13.03 The Employer will enclose information forms regarding Instructional Development courses with the Employee's Appointment package.

13.04 The Employer agrees to communicate information regarding resources available for travel and research to employees.

13.05 The Employer agrees to circulate a letter from the Vice-President (Academic) to all Department Chairs setting out the instructional resources that will be available to employees and agrees to forward a copy of said letter to the Union.

13.06 (a) It is expected that an employee will bring to the attention of the Dean or the Director of Administration in the Faculty circumstances that do not provide for excellence in undergraduate teaching. In this situation it is the Dean's responsibility to determine and communicate an appropriate response within 15 business days.

(b) An employee will bring to the attention of the Chair of the Department, any issues regarding the size and maintenance of space, resources and equipment, for example, where an employee believes that the number of functional seats and work/writing surfaces/spaces available in the assigned classroom, laboratory or studio is insufficient for the number of students in a group. Employees cannot be held responsible for insufficient resources.

13.07 For purposes of Hourly-Rated Sessional Music Faculty, it is understood that a 60-minute lesson includes 10 minutes of preparatory time and 50 minutes of instruction.

#### **ARTICLE 14 – EVALUATIONS**

14.01 (a) The Employer has the right to require evaluations including student evaluations of employees and use these evaluations in a transparent, fair and reasonable manner in making future employment decisions. All evaluations shall be in writing.

(b) All contents of an employee's file shall be treated as confidential. An employee may add information to their employment file if such information is job relevant and if such is confirmed and placed in the file by the employee's Supervisor.

(c) Any such evaluations shall be included in the employment file, separate from the employee's academic file if the employee is or has been a student. A copy of such evaluations placed on the

employment file will be provided to the employee. After giving 2 business days' notice of their wishes, an employee may examine their employment file.

(d) Any such evaluation shall not affect an employee's academic standing as a student at McMaster University.

(e) There shall be no electronic monitoring of employees for the purposes of performance evaluation without the employee's written consent. It is understood that there shall be no reprisal against any member of the bargaining unit who chooses not to give such written permission.

14.02 (a) The evaluation of an employee's performance may include the Supervisor's evaluation and student evaluations.

(b) Employees will be given at least 5 business days' notice that a student evaluation is to be conducted.

(c) Student evaluations of an employee's performance will normally be provided to the employee within 8 weeks after the Department Chair has received the evaluations. The Chair may require, or the employee may make a written request for, a discussion to review the evaluations; if the employee makes such a request the Chair will schedule a discussion at a mutually agreeable time. The employee may add their written comments to the evaluation results.

(d) Student ratings may be made public by the Employer with the employee's written permission. It is understood that there shall be no reprisal against any member of the bargaining unit who chooses not to give such written permission.

(e) Any unattributable comments from students will not be used in the evaluation of employee performance. It is understood that all online comments made under the McMaster University online course evaluation system are deemed to be attributable for the purposes of this Article.

14.03 (a) In the event that a Supervisor's evaluation has been done, the Employer shall notify the employee within 5 business days of the evaluation's completion. A copy of any written evaluation of an employee's performance shall be forwarded to the employee within 10 business days of such evaluation being made.

(b) The employee may add their written comments to the Supervisor's evaluation if they wish. Any such written comments shall be appended to the evaluation.

14.04 (a) The employee will request student participation in course evaluations. Completion rates of student evaluations may be shared with the employee, their Supervisor and Dean.

(b) In the event that an employee is not evaluated by students during the teaching of a course, they will be deemed to have received a satisfactory student evaluation.

## **ARTICLE 15 – WAGES AND SUPPLEMENTED FEES**

15.01 (a) The wage rates set out in Schedule "A" attached hereto and forming part of this Agreement shall be regarded by both parties as the base rates of pay. This permits the Employer flexibility in determining remuneration appropriate to the employee's special qualifications. No employee shall be paid less than the base rate or prorated base rate, as may be appropriate.

(b) Wages shall be paid in equal instalments, bi-weekly, on the University's regular pay dates that:  
(i) fall within the applicable Term; and (ii) correspond to bi-weekly pay periods that completely fall within the applicable Term.

- 15.02 In addition to the wages as set out in Article 15.01 and Schedule A, the employee shall be eligible to receive supplemented fees as set out in this Article and Schedule C. The actual rate of pay, when in excess of the base rate of pay is deemed to include any supplemented fees owing, to the extent of the excess amount. If the actual rate of pay is less than the sum of the base rate of pay and the supplemented fees owing then the employee shall receive the difference. Supplemented fees shall be processed automatically following the *"the last day for cancelling courses without failure by default"* as specified in the University Undergraduate Calendar, and prior to the end of the Term.
- 15.03 (a) When a Sessional Faculty is appointed or assigned duties at a place of work other than McMaster University main campus, they will be reimbursed for those reasonable costs of travel to and from the off-campus place of work which are in excess of the normal costs of travel to and from their principal residence and the McMaster University main campus. Reimbursement will be the kilometrage allowance prescribed in the reimbursements to Individuals for University Business (as revised from time to time).
- (b) Hourly-Rated Sessional Music Faculty who reside outside the City of Hamilton and who must travel to McMaster University in order to give instruction will be provided with a travel allowance at a rate of \$40.00 per trip. An employee who resides greater than 80 kilometres from the main campus must self-declare to his/her Department their status as eligible to claim a non-taxable travel allowance.
- 15.04 Where, on an Employee's pay deposit, there is a shortage in a gross amount of up to \$50.00, or an overage in a gross amount of up to \$50.00, the Employer shall account for such shortage or overage on the next pay deposit.

#### **Cancellation Fees**

- (a) If the Employer cancels an Appointment after it receives the signed Appointment Letter, it will pay the Sessional Faculty employee a cancellation stipend of \$1,000.
- (b) If the Employer cancels an Appointment after it receives the signed Appointment Letter, and after the date that is 2 weeks prior to the date that the Appointment commences, it will pay the Sessional Faculty employee a cancellation stipend of \$2,000. Effective September 1, 2018, the cancellation stipend will be \$4,000.
- (c) In the event the University cancels, or the student withdraws from, an Hourly-Rated Sessional Music Faculty's Appointment during the Appointment, the employee will be paid one half of the balance of their contract term or 3 hours of pay, whichever is less.

#### **Post Contract Work**

- 15.05 (a) Post Contract Work is any work which an employee's Supervisor requests the employee to perform after the submission and approval of final grades. If the Employee agrees to perform these duties, they will be paid the Hourly-Rated Sessional Music Faculty rate for each hour worked.
- (b) Payment will be made within 1 month after the completion of the work, subject to payroll deadlines.
- 15.06 For purposes of clarification the fees paid by students to Hourly-Rated Sessional Music Faculty for voluntary private instruction are not covered by this Agreement.
- 15.07 Hourly-Rated Sessional Music Faculty shall be paid for instructional hours scheduled but cancelled on a day when McMaster University is closed under the Emergency Storm Closure policy.

## **ARTICLE 16: HEALTH AND DENTAL BENEFITS**

### **16.01 Union Expenses Fund**

For the purposes of the CUPE Local 3906 administered expenses, the Employer will remit to the Union, at the start of the contract year:

Year 1 (effective date of ratification) \$14,100.00  
Year 2 (effective September 1, 2018) \$14,100.00  
Year 3 (effective September 1, 2019) \$14,100.00

### **16.02 (a) Health benefits will be available through funding provided by the Employer and administered by CUPE Local 3906 in the following amounts:**

Year 1 (effective date of ratification) \$26,000  
Year 2 (effective September 1, 2018) \$64,000  
Year 3 (effective September 1, 2019) \$68,000

### **(b) CUPE Local 3906 will:**

- (i) Select a suitable health benefits plan;
- (ii) Offer this health benefits plan at 100% employee-paid premium to employees covered by the terms of this Agreement;
- (iii) Provide the Employer with a list of such employees opting in to the selected plan and the amount and frequency of deductions.

(c) The Employer will deduct from employees and remit to the underwriter the full premium costs and requisite personal information as authorized by the Union.

### **16.03 A Professional Development Fund will be available through funding provided by the Employer and administered by CUPE Local 3906 in the annual amounts listed below for the life of the Collective Agreement:**

Year 1 (effective date of ratification) \$30,000  
Year 2 (effective September 1, 2018) \$33,000  
Year 3 (effective September 1, 2019) \$36,000

## **CUPE LOCAL 3906 DENTAL PLAN**

### **16.04 (a) The Employer will contribute \$93,000.00 annually, payable on May 1 of each year of the collective agreement, towards the premiums for dental benefits for employees, to be allocated, towards single or family coverage as the Union may direct.**

(b) The parties acknowledge that CUPE will be responsible for the administration of the Dental Plan agreement.

(c) CUPE will be the contracting party to the Dental Plan agreement. The Employer will send the dental monies to the Union's insurer on CUPE's behalf.

(d) CUPE will automatically enroll all employees in the Dental Plan with single coverage for the academic year in which they are employed.

(e) Effective September 1, 2018 the Employer agrees to make deductions from the pay of employees for dental premiums as follows:

- i. Prior to September 1 each year, CUPE will provide the Employer with the total annual employee contribution inclusive of 100% of the administrative cost it requires per employee for single benefit coverage for the upcoming academic year;
- ii. CUPE or CUPE's insurer, will, monthly, send a list to the Employer with the following information:
  - 1. First Name
  - 2. Last Name
  - 3. Employee ID #
  - 4. Total annual employee contribution as per 16.04(e)(i) from each employee's pay and remitted to CUPE's insurer or third party administrator;
- iii. Provided CUPE has complied with Articles 16.04(e)(i) and (ii) above, the Employer will deduct the total annual employee contribution as a lump sum amount from the next pay an employee receives in that academic term, subject to payroll deadlines as developed and communicated by the Employer;
- iv. On a bi-weekly basis, the Employer will remit to the insurer or third party administrator identified by CUPE the total amount of dental premiums it has deducted from employees' pay. The Employer will also provide to the insurer or third party administrator identified by CUPE in an agreed-upon manner a report that includes the following information for each employee:
  - 1. First Name
  - 2. Last Name
  - 3. Employee ID#
  - 4. Total Amount deducted
  - 5. Date of Birth
  - 6. Gender
  - 7. Address
  - 8. Marital Status listed as "single"
  - 9. Hire Date

(f) Any further collection or reimbursement of employee contributions, including but not limited to those arising from: early cessation of employment, leaves of absence, or insufficient funds, shall be coordinated between CUPE and its benefit provider.

(g) Should an employee wish to make any changes to their coverage, including but not limited to: enrolling in family coverage, opting out of coverage, adding or removing dependents, and arranging for reimbursement, such requests shall be made to and coordinated between CUPE and its benefit provider.

(h) The Dental Plan has no deductibles and provides for 100% coverage for diagnostic, preventative, and palliative services, 100% for restorative, endodontic, periodontal and surgical procedures.

(i) For further information regarding the terms and conditions of the Dental Plan negotiated between CUPE Local 3906 and the insurer, contact CUPE Local 3906.

(j) Dental Plan forms are available through the Union Office.

### **Opt-Out and Family Enrolment**

- 16.04 (k) (i) An Employee who is eligible to be covered under the Dental Plan may choose to opt-out if they provide proof to the Union of spousal or other coverage under another dental

plan. The “*CUPE 3906 Dental Opt-Out Form*” shall be submitted to the Union by the appropriate date.

(ii) Any opt-out or family enrolment will, once approved, remain in effect for the duration specified in the terms and conditions of CUPE’s agreement with its carrier.

(iii) An “Opt-Out Form” or “Family Enrolment Form” must be provided together with all necessary documentation of alternative coverage to the Union within 15 days of the first date of employment.

16.05 Upon request by the Employer, the Union will provide a summary report to the Employer accounting for the expenditures of funds referenced in Articles 16.02, 16.03 and 16.04, to a maximum of once per year.

16.06 **EFAP**

Employees are entitled to access the McMaster University Employee and Family Assistance Program.

16.07 **T2200 Forms**

Employees are covered by the Employer’s “Declaration of Conditions of Employment (T2200) Form” policy for the purposes of claiming home office and travel expenses, where appropriate, when filing tax returns.

**ARTICLE 17 – HEALTH AND SAFETY**

17.01 The parties recognize the right of employees to work in a secure, healthy, safe and accessible environment. Both parties also acknowledge that the Employer and employees have duties and responsibilities with regard to healthy and safe conditions in accordance with the provisions of the *Occupational Health and Safety Act* as amended, R.S.O. 1990 and the regulations thereunder (the “OHS”).

17.02 In accordance with the principles embodied in the *OHS* the Employer and its employees are jointly responsible to implement and maintain an Internal Responsibility System. To that end:

(a) The Employer and the Supervisor shall make all reasonable provisions for the health and safety of employees, including, but not limited to: informing all employees of any procedures or policies established by the Employer and associated with the safe handling of materials or equipment and requiring them to follow such procedures or policies; obliging all employees to use all required protective devices, clothing or equipment; and, advising all employees of the existence of hazards associated with the employee’s employment duties, of which the Employer is aware or ought reasonably to be aware. The Employer and employees shall comply with the *OHS*.

(b) The Occupational Health and Safety training required for the employee’s employment duties will be determined pursuant to the Job Hazard Analysis Program outlined in the Risk Management Manual. Time spent in such training will be accounted for as per Article 18. Any changes made to mandatory Health and Safety Training will be communicated directly to the Union at a JLMC meeting.

(c) While the Employer is ultimately responsible for health and safety, the employee will exercise due diligence to ~~shall~~ ensure that any student or other person under their care or jurisdiction is informed of any known health and safety hazards and the requirement to follow procedures or policies established by the Employer and associated with the safe handling of materials or equipment, including the requirement to use any protective devices, clothing or equipment.

- (d) Employees are required to abide by Employer policies and procedures with respect to health and safety and to carry out their work in compliance with Section 28 of the *OHSA*, "Duties of Workers."

17.03 Joint Health and Safety Committee

- (a) Subject to the provisions of the *OHSA*, the Employer agrees that the Union has the option to be represented by 1 current Union member on each of the Joint Health and Safety committee(s) ("JHSC") responsible for an area in which members of the bargaining unit are employed. Subject to *OHSA*, the Union also has the option to be represented by 1 current bargaining unit member on the Central JHSC. Employees shall exercise their rights under the *OHSA* through these committees and as per the *OHSA*.
- (b) The Office of Environmental and Occupational Health Support Services ("EOHSS") will supply notice of vacancies to the Union.
- (c) In Departments where bargaining unit members are employed and in which there is a Joint Occupational Health and Safety Committee (JHSC), 1 such employee will have the opportunity to sit as a worker representative on that committee. This is subject to the following:

The academic based JHSCs as required by the *OHSA* include:

- Business
  - Arts (including Social Sciences and Humanities)
  - The Ivor Wynne Centre (including Recreational Services and Kinesiology)
  - Science
  - Engineering
  - McMaster Automotive Research Centre (MARC)
  - Health Sciences
  - MDCL
  - MCIARS
  - Ron Joyce
  - David Braley Centre Downtown Health Campus
  - Satellite campuses, where required by the *OHSA*; and
  - Other, as subsequently designated by the Central JHSC.
- (d) The Employer maintains the right to relocate and/or make changes to the above noted JHSCs as conditions require or as it deems appropriate. Any change(s) will be communicated to the Union at least 20 business days in advance of such change(s).
- (e) One employee may be placed on each of the JHSCs for the locations noted in Article 17.03(d) so long as employees from Local 3906 Unit 2 are employed in such locations.
- (f) The introduction and placement of selected employee representatives onto JHSCs will be facilitated by EOHSS. The Union will advise EOHSS in writing of the CUPE representatives.
- (g) A bargaining unit member who is a worker representative on a JHSC will be deemed to be at work and will be compensated at the applicable post-contract rate for time spent by the employee carrying out their worker representative duties, including 1 hour of preparation time, as set out in the *OHSA*.

17.04 The parties understand and agree that the right to refuse unsafe work is guaranteed as per the *OHSA*. If Section 43 of the *OHSA* is repealed at any time in the future, then the parties agree that Section 43 of the *OHSA* will form part of this Collective Agreement at the time of its repeal and that the role of the inspector will then be assumed by a member of EOHSS. Should Section 43 of the *OHSA* form part of this Collective Agreement in the future, it shall be interpreted in compliance with

the Ontario Labour Relations Board cases and court cases which interpreted Section 43 of the *OHS*A prior to its repeal.

17.05 (a) Normally, hazards in the workplace are reported to the employee's immediate Supervisor. An employee working outside of normal business hours Monday to Friday, who identifies a workplace hazard, will report the hazard to the University's Security Services when the immediate Supervisor and head of the academic unit are not available. Security Services will provide a summary of the employee's report to the Manager, Environmental and Occupational Health and Support Services or designate.

(b) Employees are encouraged to complete an "Injury/Incident Report" form, found online on the EOHSS website, in conjunction with their Supervisor. A summary of all such "Injury/Incident Report" forms will be forwarded to the Central JHSC, with a copy of the "Injury/Incident Report" to the Union.

17.06 **No Violence in the Workplace**

(a) The Employer and the Union agree that violence in the workplace is not appropriate and are together committed to maintaining a workplace free of violence.

(b) Workplace violence shall be deemed to take the definition as set out in the *OHS*A as amended. The definition of workplace violence at the present time is: "the exercise or attempted exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker, or a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker."

(c) Employees are encouraged to report threats, an incident or incident(s) of workplace violence to their employment Supervisor or Department Chair as well as to their Union Representative and, to file an "Injury/Incident Report" form. A summary of all such "Injury/Incident Report" forms will be forwarded to the Central JHSC, with a copy of the "Injury/Incident Report" to the Union.

(d) If the Employer becomes aware that workplace violence has occurred the Employer will take every precaution reasonable in the circumstances to prevent a recurrence.

(e) Employees will be entitled to register for the training program provided by EOHSS and Employee Health Services, such as Mental Health First Aid Training, at no cost to the employee. If an employee chooses to attend such training it will be during non-working hours.

(f) The Employer and the Union recognize that where preventative measures have failed to prevent violent incidents, the employee will be entitled to access counseling and support available through the Employee and Family Assistance Program ("EFAP"), at no cost to the employee. If counseling needs to be scheduled during an employee's working hours, the employee will have reasonable flexibility to attend such counseling, having regard for the needs of their employment responsibilities. The employee may have their employment duties altered in appropriate circumstances.

(g) A grievance alleging an incident or incidents of violence in the workplace may be commenced at Step 3 of the grievance procedure.

17.07 No Employee will be discharged, penalized, or disciplined for acting in compliance with this Article or with the *OHS*A and/or its regulations.

17.08 The Employer will provide First Aid kits in the Workplace. The number and location of First Aid kits shall be reviewed annually pursuant to the First Aid Program outlined in the Risk Management Manual.

17.09 **Education and Training**

- (a) If an employee in the bargaining unit is appointed as a certified member of a JHSC the Employer agrees to pay for the cost of certification training.
- (b) Unless otherwise agreed by the parties, an employee, appointed as a certified member of the JHSC will, upon request, be provided with access to the first available on-site core certification training program, subject to the operational needs and reasonable scheduling requirements of the Employer. Employees denied the first available on-site core certification training program will take the next available training.
- (c) Approval to attend certification training will not be unreasonably withheld.
- (d) No employee shall be required or permitted to work on any job or operate any piece of equipment until they have received proper education, training and instruction.

17.10 **Disclosure of Information**

- (a) The Employer shall disclose information in accordance with the *OHSA* and related University policies and programs.
- (b) The Employer will provide information regarding hazardous substances in accordance with the Hazardous Materials provisions of the Risk Management Manual.

17.11 **Ergonomics**

Training and administration of ergonomic concerns will be as determined by the CJHSC and in accordance with McMaster University's Ergonomics Safety Program.

17.12 **Safety Equipment**

Employees will not be required to purchase their own protective equipment and clothing. The Employer will provide protective equipment and clothing when required by the *OHSA* and will 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.

17.13 **First Aid/CPR Certification**

The Employer will continue to provide access to First Aid/CPR and (re)certification training at no cost to employees. If an employee chooses to attend such training it will be during non-working hours.

17.14 **Policies and Manuals**

The Union will be included on the e-mail distribution for communications to Central JHSC members regarding changes and proposed changes to the RMMs in the Risk Management Manual.

17.15 **Immunizations**

Where immunizations are required as part of an employee's employment duties, the cost of such immunizations shall be borne by the Employer.

17.16 **Classroom and Laboratory Capacities**

Where an employee is responsible for leading tutorials, labs, or lectures, upon request to the Department administrator, the employee shall be informed of the capacity of the room in which the activity is to take place.

**ARTICLE 18 – LEAVES**

18.01 **Unplanned Leave**

- (a) In the event that an employee requires an unplanned leave it is the responsibility of the employee to both advise their Supervisor and to make up for any missed class and lost time that was missed. When making up the class(es) is a practical impossibility, an alternate arrangement, approved by the Supervisor, will be made. An unplanned leave is without loss of pay, subject to Articles 18.01 (b), (c), (d) and (e). Unplanned leaves may include, but are not limited to; sickness leave; bereavement leave; court leave; jury leave; family responsibility leave; domestic violence leave, and any exigent circumstances preventing access to classrooms.

**Bereavement**

- (b) (i) In the event of a death of a member of an employee's immediate family the employee is entitled to bereavement leave up to a maximum of 1 calendar week provided the employee promptly contacts their Supervisor to make arrangements to make up the missed class(es) and lost time. When making up the class(es) is a practical impossibility, an alternate arrangement, approved by the Supervisor, will be made. Such leave will result in no loss of pay. Please see Article 3 for the definition of "immediate family".
- (ii) If bereavement leave is required in the event of the death of a person significant to the employee and not specifically named in Article 18.01(b)(i), or additional leave is required in circumstances covered by Article 18.01(b)(i), it may be granted up to a maximum of 2 consecutive business days provided the employee promptly contacts their Supervisor to make arrangements to make up the missed class(es) and lost time. When making up the class(es) is a practical impossibility, an alternate arrangement, approved by the Supervisor, will be made. Such additional bereavement leave will result in no loss of pay. Such request will not be unreasonably denied.

**Court Leave and Jury Leave**

- (c) An employee who is required, under a summons or subpoena, to serve as a juror or a witness will be granted a leave. Such leave will be without loss of pay provided the employee promptly contacts their Supervisor to make arrangements to make up the missed class(es) and lost time. When making up the class(es) is a practical impossibility, an alternate arrangement, approved by the Supervisor, will be made. The employee shall provide their 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 the same.

**Family Responsibility Leave**

- (d) An employee who requires leave to attend to the emergency health needs of a member of their immediate family is entitled to leave up to a maximum of 1 calendar week without loss of pay provided the employee promptly contacts their Supervisor to make arrangements to make up the missed class(es) and lost time. When making up the class(es) is a practical impossibility, an alternate arrangement, approved by the Supervisor, will be made. Please see Article 3 for the definition of "immediate family".

## **Family Medical Leave**

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

## **18.02 Planned Leave**

- (a) An employee must obtain the prior approval of their Supervisor for a planned leave and provided they make arrangements with their Supervisor to make up the missed class(es) and lost time, such leave will be without loss of pay. When making up the class(es) is a practical impossibility, an alternate arrangement, approved by the Supervisor, will be made.
- (b) Planned leaves may be arranged for the purposes of academic conference attendance, observance of religious holidays, Union convention attendance, grievance attendance where the employee is a party to the grievance, arbitration hearings under this Collective Agreement for the purpose of the employee testifying and court attendance where the employee is a party to the court proceedings.

## **18.03 Pregnancy and Parental Leaves**

All employees are entitled to pregnancy and/or parental leaves (which includes leave for adoptive parents) in accordance with the *Employment Standards Act, 2000*, (the "ESA") and will only be eligible to receive the following benefits in respect of the period(s) of time in which they are on leave and would have otherwise been paid to work, for instance: the balance of any existing Appointment; a subsequent Appointment for which the employee accepts or has already accepted an offer; and a subsequent Appointment (offered as a bargaining unit Appointment) that would have been offered to the employee via First Consideration but for the leave.

### **(a) Financial Benefits**

An employee who takes a pregnancy or parental leave pursuant to this Article is entitled to the financial benefits set out in 18.03(a)(i) (Option A) or 18.03(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, except to the extent that the financial benefits of the elected Option are not exhausted at the end of the pregnancy leave, in which case they may continue during the parental leave until they are exhausted.

To be eligible to access the financial benefits set out in 18.03(a)(i) (Option A) or 18.03(a)(ii) (Option B) below the employee must have 13 weeks of completed service as an employee at McMaster University prior to the commencement of their pregnancy or parental leave.

#### **(i) Option A**

For each week of leave up to the 19<sup>th</sup> week, inclusive, the University will pay 90% of regular earnings, less the maximum amount of weekly pay any individual is eligible to receive in accordance with the Employment Insurance Act, (the "EI Max"), regardless of whether or not such amount is actually received by the Employee. If the employee provides proof that their Employment Insurance Act entitlement is less than the EI Max or that the employee is not eligible for EI, their weekly payment from the University will be 90% of regular earnings less the amount of their Employment Insurance Act entitlement.

OR

(ii) **Option B**

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

(b) **Other Benefits**

Dental benefits will not be affected by a Pregnancy or Parental Leave.

(c) An employee who holds more than 1 course Appointment simultaneously and who takes a leave under Article 18.03 must advise the Chair of each Department affected.

(d) An employee will only be eligible to receive financial benefits set out in 18.03(a)(i) (Option A) or 18.03(a)(ii) (Option B) for the period of time in which they would have been scheduled to work.

18.04 In order to allow increased flexibility in scheduling of work, an employee who wishes to take less than their full entitlement of the pregnancy and/or parental leave may undertake an alternative teaching assignment, subject to the availability of suitable work and the approval of the employment supervisor(s). This may be done by exchange with another qualified Sessional Faculty for a period not exceeding 1 academic term. The employee is encouraged to consult with their Chair (or their delegate) to identify possible alternative work.

(b) An employee returning from pregnancy or parental leave shall maintain all entitlements they otherwise would have had if not for the leave, including First Consideration and Seniority.

18.05 **Unpaid Pregnancy and Parental Leave**

It is understood that employees who take both pregnancy leave and parental leave may take up to the maximum total leave in accordance with the ESA (currently 78 weeks) irrespective of the duration of financial benefits set out in Article 18.03(a). Once the financial benefits have been exhausted, the balance of any leave shall be unpaid. An employee returning from a pregnancy or parental leave shall maintain all entitlements they otherwise would have had if not for the leave, including First Consideration and Seniority.

18.06 **Expedited Complaint/Grievance Resolution**

A grievance by an employee or by the Union which alleges that any employee, due to an impending leave under Article 18.03, has been denied a position to which they would otherwise would have been appointed shall be filed directly at Step 2 unless the employee, the Employer and the Union agree that the matter shall bypass Step 2 and proceed directly to Step 3.

18.07 **Reservist Leave**

If an employee is a reservist in the Canadian Armed Forces they will be entitled to reservist leave in accordance with the *ESA* and while on such leave the employee will retain their accrued seniority.

18.08 If an employee accepts an Appointment and subsequently does not complete it due to an approved leave of absence taken pursuant to Article 18, the employee will accrue aggregate and current seniority as though the Appointment was completed.

18.09 **Observances**

(a) **National Day of Mourning**

Each year on April 28 at 11:00 a.m., 1 minute of silence may be observed in memory of workers killed or injured on the job. If their immediate work responsibilities permit, employees who are members of the Central JHSC or of a JHSC may attend the University's National Day of Mourning

ceremonies; employees will exercise reasonable judgment having regard for their teaching responsibilities.

(b) **Remembrance Day**

Employees may observe 2 minutes of silence at 11 a.m. on Remembrance Day each year.

(c) **International Women's Day**

Employees may observe a moment of silence on International Women's Day each year.

(d) **National Aboriginal Day**

Employees may attend the on-campus celebration in June of each year. If an employee wishes to attend the on-campus celebration, the employee is entitled to rearrange their work duties without loss of pay. In most instances the date of the celebration is known to employees well in advance, therefore the employee must notify their Supervisor as early as possible before the celebrations about their intent to observe the celebration.

18.10 **Religious Holidays**

Each employee is entitled to rearrange his/her work duties without loss of pay in order to observe the religious holiday(s) of their faith. In most instances these days are known to employees well in advance, therefore the employee must notify their Supervisor as early as possible before the religious holiday(s) about their intent to observe such holiday(s).

**ARTICLE 19 – TECHNOLOGICAL CHANGE AND TRAINING**

19.01 (a) The Employer and the Union agree to inform each other of significant technological changes, excluding budgetary process and course determination, which affect the members of the bargaining unit as soon as they become aware of such changes.

(b) The information provided in accordance with Article 19.01(a) shall include pertinent data, including, but not limited to:

- (i) the nature of the technological change;
- (ii) the date on which the Employer proposes to implement the technological change; and
- (iii) the effects that the technological change may be expected to have on the Employees' terms and conditions of employment.

19.02 (a) Employees who have seniority as defined in Article 20 are eligible for training through the Paul R. MacPherson Institute for Leadership, Innovation & Excellence in Teaching, at McMaster University. Appointment letters will include reference to this access to Paul R. MacPherson Institute for Leadership, Innovation & Excellence in Teaching.

(b) Employees are eligible for training as may be provided by the Office of Equity and Inclusion Services. Appointment letters will include reference to this eligibility.

19.03 (a) The parties recognize that employees' work may include developing, using and/or implementing new technologies. Subject to Article 12.05, no employee holding an Appointment will be terminated from that Appointment because of the introduction of a new technology.

(b) When an employee is required to attend or otherwise completes mandatory employment related training that has been identified in the Letter of Appointment, such training will be deemed part of the normal hours of work and compensation for such training is included within the agreed upon wages as set out in the Letter of Appointment. When an employee is required to attend or otherwise

completes mandatory employment related training that has not been identified in the Letter of Appointment, compensation for such training shall be paid at the "Post Contract Work" rate, in accordance with Article 15.05(a).

(c) Where the Employer requires that any bargaining unit member attend mandatory training or orientation every effort will be made to provide reasonable notice.

19.04 The Employer will not, without training, require an employee to use technological skills other than those agreed to at the time of hiring.

## **ARTICLE 20 – SENIORITY**

### **Seniority for Sessional Faculty**

20.01 (a) Current Seniority: Current seniority shall be computed as the total number of units taught by an employee in the same and/or "anti-requisite" course with the Employer, subject to the provisions in this Article. "Anti-requisite" is defined as a course that is sufficiently similar to a given course that a student may not take both courses for credit. Current seniority in a course shall accrue and be maintained unless there is a break of 36 months or more in teaching the same and/or anti-requisite course, which shall result in a loss of all previous seniority current seniority for that course. This 36-month period commences on the first day of the academic term after which the employee last taught the course and/or its anti-requisite. If there has not been a break of 36 months in which an employee teaches the same and/or anti-requisite course, current seniority shall be computed from January 1, 1988. Where the word "seniority" appears unmodified in this Agreement, it shall mean current seniority.

(b) Aggregate Seniority: An employee must hold current seniority in any course with the Employer to have aggregate seniority. Aggregate seniority shall be computed as the total number of units taught in any course with the Employer since January 1, 1988.

(c) If an employee commences an appointment and subsequently does not complete it the employee will accrue seniority as though that contract was completed.

### **Seniority for Hourly-Rated Sessional Music Faculty**

20.02 Hourly-Rated Sessional Music Faculty teaching instructional music, will accrue 1 unit of seniority per student assigned to them per Term. Hourly-Rated Sessional Music Faculty teaching Special Studies in Chamber Music, shall accrue 1 unit of seniority per Special Studies in Chamber Music Course assigned to them.

### **Application of CUPE 3906 Unit 1 Collective Agreement Seniority**

20.03 In the event that an Applicant who holds seniority under the CUPE 3906 Unit 1 Collective Agreement, gained within 3 years previous to the date of application, is in competition for an Appointment with (an) Applicant(s) holding no current or aggregate seniority under this Agreement, and seniority is the determining factor in the awarding of the Appointment, the applicant with the most such Unit 1 Collective Agreement seniority will be selected.

## **ARTICLE 21 – TERM**

21.01 The terms of this Agreement shall be in effect from the date of ratification by both parties, to and including August 31, 2020, and the Agreement shall remain in effect from year to year thereafter unless either party gives to the other party a written notice of termination or a desire to amend this Agreement.

- 21.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of not more than 120 days prior to the expiration date of this Agreement or any anniversary of such expiration date.
- 21.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within 15 days after the giving of such notice if requested to do so.

#### **ARTICLE 22 – LEGAL LIABILITY POLICY**

- 22.01 In the event that an employee is named for damages or other civil suit or is charged with criminal or quasi criminal proceedings arising from their employment duties on behalf of the employer, the Legal Liability Policy of the Employer will apply.

#### **ARTICLE 23 – FORMS AND LETTERS**

- 23.01 The Employer agrees that Letters of Appointment (Sessional Faculty and Hourly-Rated Sessional Music Faculty), Sessional Faculty Notes, Post-Contract Payment Form, Release of Teaching Evaluation, Standard Posting Form, Notice of First Consideration Appointment and Waiver of Posting Form will be available on the Employer's Working at McMaster website. Furthermore, the Parties agree that the forms appended to the Agreement expiring August 31, 2017, will not be amended without mutual agreement.

**SCHEDULE "A" WAGES**

Year	Effective Date	Sessional Faculty		Sessional Music Faculty Hourly Rate <sup>^</sup>	Approximate Annual % Increase to Minimums
		Base Rate per 3 Units* <sup>^</sup>	Base Rate per 6 Units* <sup>^</sup>		
Current	August 31, 2017	\$7,050	\$14,100	\$62.25	n/a
Year 1: Sept 1/17 to Aug 31/18	First day of the first full Term following the date of ratification by both parties	\$7,191	\$14,382	\$63.50	2.0%
Year 2: Sept 1/18 to Aug 31/19	September 1, 2018	\$7,407	\$14,814	\$65.40	3.0%
Year 3: Sept 1/19 to Aug 31/20	September 1, 2019	\$7,555	\$15,110	\$66.70	2.0%
					Total Compounded Increase 7.16%

\* For courses that are not 3 or 6 units, the base rate of pay shall be pro-rated based on the number of units taught, as specified in the employee's letter of Appointment.

<sup>^</sup> All rates include 6% vacation pay and applicable holiday pay.

### **SCHEDULE "B" LUMP SUM PAYMENTS**

All Sessional Faculty holding an appointment during the 2017 Fall Term and all Hourly-Rated Sessional Music Faculty who are employed as at the date of ratification shall receive a one-time lump sum payment in the gross amount of \$200, subject to all applicable statutory deductions. The payment is payable on the 3<sup>rd</sup> regular pay date following the date of ratification.

### **SCHEDULE "C" SUPPLEMENTED FEES**

Supplemented fees shall be paid based on the following formula:

\$2.00 per unit taught and for every student in excess of 75 students

Formula: Units per course taught x (Official Class Size – 75) x per unit rate = lump sum payment

For example, in the case of a 3-unit course taught with 100 students the formula is:

$3 \times (100-75) \times \$2.00 = \$150.00$  (gross)

All payments are subject to applicable statutory deductions.

Supplemented fees shall be processed automatically following the *"the last day for cancelling courses without failure by default"* as specified in the University Undergraduate Calendar, and prior to the end of the Term.

Official Class Size shall be determined by the Registrar's Office on the first business day following *"the last day for cancelling courses without failure by default"* as specified in the University Undergraduate Calendar.

## **LETTERS OF UNDERSTANDING**

### **LETTER OF UNDERSTANDING: THE RIGHT TO REFUSE UNSAFE WORK**

The right to refuse unsafe work is defined in the *Ontario Occupational Health and Safety Act*. The *OHSA* allows individuals to refuse unsafe work provided certain criteria are met. Section 43 of the *OHSA* spells out the procedures you must follow. Note that this is a summary only. Consult the *OHSA* for official reference. Copies are available from the CUPE 3906 office or online at: [http://www.e-laws.gov.on.ca/html/statutes/english/elaws\\_statutes\\_90o01\\_e.htm](http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_90o01_e.htm)

1. If you have reason to believe that your health or safety is in danger due to a hazard, inform your Supervisor immediately. After regular office hours, call Security. Stop work and move to a safe location.
2. Your Supervisor is required to investigate the hazard and take actions to eliminate it.
3. If your Supervisor is unable to correct the problem, inform them that you are refusing to work and why. Call the Union office at extension 24003. Ask your Supervisor to contact Security or call Security yourself at extension 24281 or by dialling "88" at any University phone.
4. An investigation involving the Supervisor or designate and a person appointed by the Union will take place in the presence of the refusing worker.
5. If the work is deemed unsafe, then the problem must be corrected.
6. If the work is deemed safe and you disagree, tell your Supervisor. They will then call an inspector from the Ministry of Labour. The inspector will investigate and either instruct you to return to work or issue an order to make the workplace safe. Pending the decision of the inspector, the Employer has the right to assign the worker reasonable work until the decision of the inspector is made.
7. If you initiate a work refusal or have a question about the situation you find yourself in, contact the Union immediately.
8. Please review the *OHSA* for the exact process. A copy of the *OHSA* is available online at [http://www.e-laws.gov.on.ca/html/statutes/english/elaws\\_statutes\\_90o01\\_e.htm](http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_90o01_e.htm).

### **LETTER OF UNDERSTANDING: SESSIONAL FACULTY NOTES**

This letter will confirm that the parties will, immediately following ratification of this Agreement, meet to discuss edits to the Sessional Faculty Notes to ensure consistency with the newly ratified Agreement.

### **LETTER OF UNDERSTANDING: POLICIES AFFECTING TERMS & CONDITIONS OF EMPLOYMENT**

Those "*Policies, Procedures and Guidelines*" published at [www.mcmaster.ca/policy](http://www.mcmaster.ca/policy) affecting terms and conditions of employment, which are not specifically mentioned in this document, will continue in force unless they are changed by the Employer. In those cases where there is a conflict between a policy and this Agreement, this Agreement shall prevail.

The Employer will advise the Union a minimum of 10 days prior to a policy change being presented to the University Senate or Board of Governors as applicable, which will affect the terms and conditions of employment of bargaining unit members. The parties agree that the Emergency Storm Closure Policy is also included in the provisions of this Letter. The Employer will, if requested by the Union to do so, meet with the Union to discuss such change to the policy. The Employer shall consider the Union's comments in good faith.

### **LETTER OF UNDERSTANDING: PAY EQUITY & EQUAL PAY FOR EQUAL WORK**

This letter confirms the University's agreement to meet with the Union, within 3 months of the date the Parties exchange notice of ratification, to discuss and ensure legislative compliance with the Employment Standards Act and the Pay Equity Act, as it relates to wages within the Bargaining Unit.

### **LETTER OF UNDERSTANDING: INTELLECTUAL PROPERTY POLICY**

This letter will confirm that Sessional Faculty are covered by McMaster University's *Intellectual Property Policy*, as it may from time to time be constituted, and, should any dispute arise with respect to matters covered by that Policy, will solely have recourse through the mechanisms established by that Policy. For the purposes of interpreting the *Intellectual Property Policy*, the Sessional Faculty are understood to be Teaching Staff.

### **LETTER OF UNDERSTANDING: COURSES TO BE PAID AT MINIMUM 3-UNIT RATES**

The Parties have agreed that the following experiential learning placements will be paid the equivalent to the minimum base rate of pay for a 3-unit course as identified under Article 15 – Wages.

- Social Work 3DD6
- Social Work 4DD6

### **LETTER OF UNDERSTANDING: EMPLOYMENT EQUITY STATEMENT**

McMaster University is located on the traditional territories of the Haudenosaunee and Mississauga Nations and, within the lands protected by the "Dish With One Spoon" wampum agreement.

In keeping with its Statement on Building an Inclusive Community with a Shared Purpose, McMaster University strives to embody the values of respect, collaboration and diversity, and has a strong commitment to employment equity. The diversity of our workforce is at the core of our innovation and creativity and strengthens our research and teaching excellence. The University seeks qualified candidates who share our commitment to equity, diversity and inclusion. While all qualified candidates are invited to apply, we particularly welcome applications from women, persons with disabilities, First Nations, Métis and Inuit peoples, members of visible minorities, and LGBTQ+ persons.

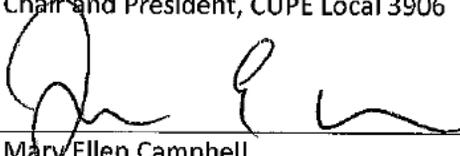
Job applicants requiring accommodation to participate in the hiring process should contact the Human Resources Service Centre at 905-525-9140 ext. 222-HR (22247) or the Faculty of Health Sciences Human Resources office at ext. 22207 to communicate accommodation needs.

As part of the application process, you are invited to complete a brief diversity survey. The survey is voluntary. All information collected is confidential and will not be shared with the hiring manager. The results of the survey are for institutional planning purposes, and support our efforts to promote diversity, equity, and inclusion.

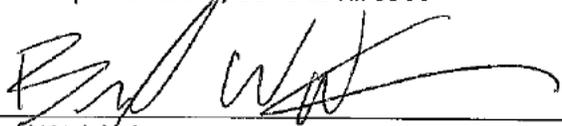
The Union bargaining team has caused this Memorandum to be executed, on its behalf, in the City of Hamilton, Ontario, this 22nd day of November, 2017.



Graham Baker  
Chair and President, CUPE Local 3906



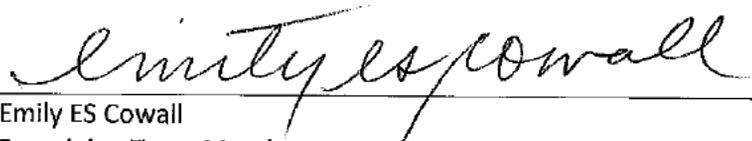
Mary Ellen Campbell  
Staff Representative, CUPE Local 3906



Brad Walchuk  
Staff Representative, CUPE Local 3906



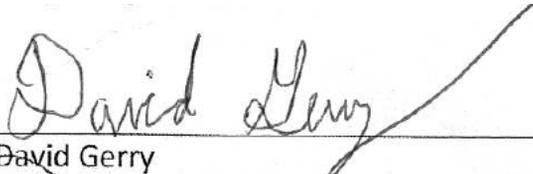
Patrick Brennan  
Bargaining Team Member



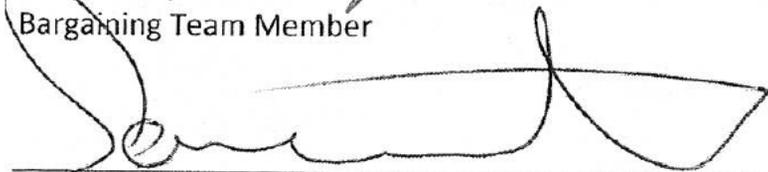
Emily ES Cowall  
Bargaining Team Member



Nathan Todd  
Bargaining Team Member



David Gerry  
Bargaining Team Member



Samson Oort  
CUPE National Representative

*A.S.T.*

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Dr. Ishwar Puri  
Dean of Engineering

*M. MacDonald*

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Dr. Maureen MacDonald  
Dean of Science

*Antoinette Somo*

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Antoinette Somo  
Executive Office and Senior Academic Coordinator, Faculty of

*Humanities*

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Wendy Ryckman  
Administrator, Faculty of Social Sciences

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Linda Coslovi  
AVP Finance and Planning (Academic)

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David Ryan  
Advisor, Employee/Labour Relations

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Maggie Podran  
Director, Employee/Labour Relations

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Nina Bovair  
Administrator, Employee/Labour Relations

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Megan Burkett  
Legal Counsel, Labour & Employmen

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Marianne Fiser  
Reporting & Control Specialist

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Geoff Tierney  
Lead Negotiator