

Collective Agreement

between

**McMaster University
(the Employer)**

and

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

**Special Constables
(Unit 4)**

Expiry Date: September 30, 2023

TABLE OF CONTENTS

Article #	ARTICLE	Page #
	Purpose/Preamble	4
1	Term of Agreement	4
2	Recognition	4
3	Definitions	5
4	Management Rights	6
5	Union Representation	6
6	Complaint/Grievance and Arbitration Procedure	10
7	No Strike or Lockout	13
8	Respectful Workplace	14
9	Correspondence and Information	16
10	Health and Safety	17
11	Employee Information	21
12	Progressive Discipline and Discharge	22
13	Probationary Period	24
14	Seniority	25
15	Hours of Work	26
16	Meal and Break Periods	28
17	Vacations	28
18	Paid Holidays	30
19	Appointments and Promotions	31
20	Premiums	32
21	Compensation	33
22	Benefits and Pensions	34
23	Subcontracting or Technological Change	36
24	Job Descriptions	37
25	Union Orientation	37
26	Layoff and Recall	38
27	Education Leaves of Absence	42
28	Domestic Violence	43
29	Personal Illness or Injury	44
30	Labour/Management Committee	47

31	Domestic Violence	48
32	Uniforms	48
33	National Security	48
34	Part Time Employees	49
LETTERS OF UNDERSTANDING		
Appendix A	Group Registered Retirement Savings Plan	50
Appendix B	Initial Uniform	51
Appendix C	Schedule of Severance Entitlement	52
Appendix D	Wages	53
Appendix E	Post Retirement Benefit Co-Pay Program	54
Appendix F	Employee Contributions to the Pension Plan	55
Appendix G	Working Past Age 65	56
LOU	Benefit Adjustments	57
LOU	RE: MOA between McMaster University and the Hamilton Police Services Board	58
LOU	Roster of Arbitrators	59
LOU	Investigator	60
LOU	Complaint Process	61
LOU	Joint Anti-Harassment Committee Investigations	62
LOU	RX05 Drug Formulary for Post-Retirement Benefits	64
LOU	Legal Indemnification	64
LOU	Bike Officers	64
LOU	Work Locations	64
LOU	Article 30	65

PURPOSE / PREAMBLE

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

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

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

ARTICLE 1 – TERM OF AGREEMENT

- 1.01** This Agreement shall be effective from October 2, 2019, and shall continue in effect up to and including September 30, 2023.
- 1.02** This Agreement shall continue automatically thereafter for annual periods of 1 year, unless either party notifies the other in writing, within a period of 120 calendar days immediately prior to the expiration date, that it desires to amend or terminate this Agreement.
- 1.03** If notice to bargain is given by either party, the parties shall meet within 21 days, or as otherwise agreed by the parties, for the purpose of commencing negotiations.

ARTICLE 2 – RECOGNITION

- 2.01** The Employer recognizes Unifor Local 5555 as the sole and exclusive bargaining agent for all Special Constables in the employ of McMaster University at its main campus, save and except Sergeants, and persons above the rank of Sergeant.

Sergeants and persons above the rank of Sergeant will not perform work which is normally performed by members of the bargaining unit so as to be the direct cause of a lay-off of an Employee or failure to recall an Employee, except in cases of:

- (a)** training, experimentation or new procedure development;
- (b)** operational difficulties;
- (c)** qualified Employees not being immediately available;
- (d)** being required to fulfill any duties related to their peace officer status.

ARTICLE 3 – DEFINITIONS

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

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

“**Bargaining Unit**” refers to the bargaining unit as defined in Article 2, and includes all Special Constables in the employ of McMaster University at its main campus, save and except Sergeants, and persons above the rank of Sergeant.

“**day**” means calendar day unless otherwise specifically stipulated.

“**Department**” means the division, academic unit or work area, as the context may require.

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

“**Employee**” when printed with an initial lower case letter, is an Employee of McMaster University who is in the Bargaining Unit, unless expressly stated otherwise, and may be either a Full Time Employee or Part Time Employee as those terms are defined herein.

“**Full Time Employee**” or “**Employee**” when printed with an initial upper case letter, is an Employee of McMaster University who is in the Bargaining Unit and who normally works an average of 40 hours per week.

“**Employer**” refers to McMaster University.

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

“**Part Time Employee**” is an Employee of McMaster University who is in the Bargaining Unit and who normally works not more than 32 hours per week.

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

“**President**” means the President of Unifor Local 5555.

“**Salary**”, for the purpose of Article 27.05 and 27.06, means gross weekly regular earnings, based on an average of gross weekly regular earnings in the 12 calendar weeks preceding the calendar week in which the leave begins, and subject to all applicable statutory and payroll deductions.

“**Shift**” is a continuous tour of duty, inclusive of meal and break periods, during which an Employee is at work.

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

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

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

“Union Steward” means an Employee who has been duly authorized to represent Employees in the Bargaining Unit on behalf of Unifor Local 5555.

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

“Wage Rate” refers to an Employee’s hourly rate of pay as set out in Appendix F.

3.02 The use of they/them will be understood to include all genders/gender identifies.

3.03 The use of the singular shall have the corresponding meaning in the plural, and vice versa, unless the context dictates otherwise.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 Management Rights

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

4.02 The Employer agrees that it will not exercise its functions as set out in this Article 4 in a manner inconsistent with the express provisions of this Agreement, and reiterates its commitment to administer the Agreement in good faith and in a fair and reasonable manner.

ARTICLE 5 – UNION REPRESENTATION

5.01 Union Representation

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

- (b) The Union shall advise the Employer within 10 days of appointment or election or of any subsequent changes. All Union committee members, Union Representatives and Union Stewards will have completed their probationary period with the Employer.
- (c) The Employer agrees to recognize up to 2 Employees who will be authorized to represent Employees of the Bargaining Unit, of which 1 shall be a Unit Chairperson and 1 shall be a Union Steward.

5.02 Negotiating Committee

- (a) The Employer shall recognize a Union Negotiating Committee that includes up to 2 Employees.
- (b) No Employee on the Union Negotiating Committee shall suffer any loss of regular pay or benefits for the days of negotiations with the Employer up to and including conciliation.

5.03 Union Release Time

- (a) It is acknowledged by the Parties that the Unit Chairperson and Union Steward have regular duties to perform as Employees of the Employer. Therefore, the Unit Chairperson and Union Steward will not leave their duties without first obtaining the permission of their Supervisor, or designate. Requests for Union Release Time, paid or unpaid, shall not be unreasonably withheld.
- (b) The Unit Chairperson and Union Steward will complete the appropriate release form when attending to Union business on work time.

Paid Release Time

- (c) Subject to Article 5.03(a), release time shall be granted to the Unit Chairperson or the Union Steward, with no loss of regular pay or benefits, from regularly scheduled hours, for the following purposes:
 - i. to represent the Union on committees and task forces that are created at the invitation of the Employer;
 - ii. to participate in Labour Management Committee meetings;
 - iii. to represent Employees in grievances, including the investigation of a complaint;
 - iv. to attend meetings with the Employer which may include matters of absences due to illness or injury; and,
 - v. to conduct Employee orientations in accordance with Article 25.

Regularly Scheduled Unifor Local 5555 Representative Meetings

- (d) The Unit Chairperson and Union Steward shall be entitled to 1 hour per month, immediately before or after their regularly scheduled lunch period, without loss of pay or benefits, and without the need to obtain permission from their Supervisor for the purpose of attending regularly scheduled Unifor Local 5555 representative meetings.
- (e) The Unit Chairperson and Union Steward shall provide their Supervisor with at least 2 weeks' notice of each regularly scheduled meeting.
- (f) The time absent due to attendance at the meeting will be made up by the Unit Chairperson and Union Steward within the week in which the meeting is held unless otherwise agreed with their Supervisor.

Unpaid Release Time

- (g) Subject to Article 5.03(a), any release time required by the Unit Chairperson and Union Steward to attend to Union business other than for the purposes outlined in Article 5.03(c) when granted will be without pay or granted with an agreement that the time absent will be worked at a later date.
- (h) Should the Union wish to reimburse the Employer the wages of the Unit Chairperson and Union Steward who is granted unpaid release time, the Union shall provide the Employer written notification. Upon receiving written notification, the Employer shall continue to pay the Unit Chairperson and Union Steward for such release time under this Article.
- (i) Any other Unit member required for Union Business will be eligible for unpaid release time subject to operational requirements and approval of the supervisor.

General Meetings

- (j) All Employees shall be entitled to 2 1-hour leaves, with no loss of regular pay or benefits, each fiscal year for the purposes of attending General Meetings of the Union.
- (k) The Union shall provide the University with written notification of the dates and times of these meetings at least 30 days in advance, where feasible. An Employee who plans to attend shall provide reasonable notice to their Supervisor.

5.04 President of Unifor Local 5555

- (a) It is acknowledged that the President of Unifor Local 5555 may or may not be an Employee in the Bargaining Unit. This Article 5.04 shall only apply to the President of Unifor Local 5555 when they are an Employee in the Bargaining Unit. In the event they are an Employee of the University but in another bargaining unit, the terms of the applicable collective agreement shall apply with respect to release from their regular position.
- (b) The President of Unifor Local 5555 shall be entitled to a full-time leave without loss of regular compensation and benefits, to a maximum of regular full-time hours. There shall be no entitlement to any premium or overtime payments while on full-time leave.
- (c) The Union shall reimburse the Employer for 100% of the cost of compensation and benefits for the President of Unifor Local 5555.
- (d) All service or seniority based entitlements shall continue to apply or accrue during leave, for example: seniority, wage rate increases, vacation, and Union dues.
- (e) The President of Unifor Local 5555 shall return to their regular position at the end of leave, provided the position had not been declared redundant during the leave. In the event of a redundancy, Article 26 shall apply and the notice period shall commence upon return from leave.
- (f) The Employer may backfill the position formerly held by the President of Unifor Local 5555 on a temporary basis during leave and fill any vacancy so created on the same temporary basis.

5.05 Expert Advisors

- (a) The Employer recognizes that the Union has the right at any time to call upon the assistance and presence of a duly authorized representative from a law firm or other qualified representative of the Union's choice. Such duly authorized representatives will have access to the Employer's premises to consult with - Union Representatives/Stewards and/or Employees.
- (b) Release time for such Union Representatives/Stewards and Employees to meet with a duly authorized representative shall be provided in accordance with Article 5.03.

5.06 Agreement Compliance

No Employee, other than the President of Unifor Local 5555, the Unit 4 Chairperson, or their designate(s), will be required or permitted to make any written or verbal agreement that conflicts with the terms of this Agreement. The President of Unifor Local 5555 shall provide the Director, Employee/Labour Relations with the name(s) of such designate(s).

5.07 Union Membership and Dues

- (a) The Employer will deduct Union dues from the pay of each Employee in the Bargaining Unit, in the amount specified in writing by the Union, and shall remit same to the Union as soon as practicable and not later than 14 days following the pay period end date.
- (b) When the amounts specified under Article 5.07(a) are remitted, the Employer will inform the Union in writing of the names of Employees from whose pay deductions for Union dues have been made and the amount of dues deducted from each Employee's pay.
- (c) The Union shall advise the University in writing at least 30 days in advance of any change in the amount of its Union dues. It is agreed that the rate structure of the dues requested shall not require deductions which are incompatible with the University's payroll system.
- (d) The Union shall indemnify and save the University harmless from any claims or any liability arising from or as a result of the deduction or non-deduction of Union dues.
- (e) Every Employee of the Bargaining Unit who is now, or hereafter becomes a member of the Union, shall maintain their membership in the Union.
- (f) Every new Employee shall, within 30 days after the commencement of their employment, become a member of the Union. The Employer will inform new Employees of this requirement and will deduct and remit to the Union all union dues, assessments and initiation fees, as directed by the Union.

5.08 Union Label

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

5.09 Union Bulletin Boards

The Employer agrees that the Union shall continue to maintain a reasonable number of bulletin boards on University premises for posting of Unifor and its Local 5555 material.

5.010 Union Office Space and Services

- (a) The Employer shall continue to provide Unifor Local 5555 with office space at least equivalent to the amount and location currently provided at no charge to the Local.

- (b) Prior to any proposed change in location, Unifor Local 5555 will be provided with at least 6 months notice where feasible.
- (c) The Employer will continue to make available to Unifor Local 5555 electronic media, duplication, computing and audio visual services, telephone services, purchasing services and mail addressing services at the internal department going rate.
- (d) The Employer will provide Unifor Local 5555 access to meeting rooms on campus for Union business through the University's room booking offices, following the normal booking procedures and regulations.

5.011 Social Justice Fund

The Employer agrees to pay into a special fund 2 cents per hour per Employee for all compensated hours for the purpose of contributing to the Unifor – Social Justice Fund. The Fund is a registered non-profit charity which contributes to Canadian and international non-partisan, non-governmental relief and development organizations. Such monies are to be paid on a quarterly basis into the fund established by its Board of Directors and sent by the Employer to the following address:

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

ARTICLE 6 – COMPLAINT/GRIEVANCE AND ARBITRATION PROCEDURE

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

6.02 Union Grievance Committee

- (a) The Employer shall recognize a Union Grievance Committee which consists of:
 - i. the President of Unifor Local 5555 or designate;
 - ii. the Unit 4 Chairperson; and
 - iii. the Union Steward who is representing the grievor(s).
- (b) Recognizing that members of the Grievance Committee have regular duties to perform as Employees, Union Grievance Committee members will be given time off work to fulfill their responsibilities under this Article 6, including the investigation of a complaint. Before absenting themselves from their place of work, they must first obtain permission from their immediate Supervisor. Such permission will not be unreasonably withheld.

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

6.03 Grievance Definition

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

6.04 Types of Grievances

- (a) Individual Grievance – a grievance alleging a violation of this Agreement affecting one Employee.
- (b) Group Grievance – a grievance alleging a violation of this Agreement affecting more than one Employee. Such grievances shall be initiated within 30 calendar days of the circumstances giving rise to the difference and will commence at Step 1 of the grievance procedure. A Group Grievance shall be signed by each Employee who is grieving and a member of the Union Grievance Committee.
- (c) Policy or Union Grievance - a grievance initiated by the Union on matters which involve the interpretation, application or administration of the Agreement in whole or in part. Such grievances shall be initiated within 30 calendar days of the circumstances giving rise to the difference and will commence at Step 2 of the grievance procedure.
- (d) University Grievance - a grievance initiated by the Employer. Such grievances shall be initiated within 21 calendar days of the circumstances giving rise to the difference and will proceed to Step 3 by filing such grievance with the President of Unifor Local 5555.

6.05 Pre-Grievance Resolution

- (a) Complaints shall be brought to the attention of the Employee's immediate Supervisor or an appropriate University representative within 30 calendar days after the Employee became aware or ought reasonably to have become aware of the incident or circumstances giving rise to the complaint. In the event the Employee feels they cannot give their immediate Supervisor or an appropriate University representative an opportunity to address the complaint they may file a grievance in accordance with Article 6.07(a).
- (b) The Supervisor or appropriate University representative will respond to the complaint within 7 calendar days and, if the matter is not resolved, it may be taken up as a grievance in accordance with Article 6.07(a).

6.06 When the Employer representative identified in 2 or more successive Steps is the same, or where the Parties agree, the grievance will be referred to the next Step.

6.07 Step 1

- (a) When an Employee wishes to file a grievance, they will consult a member of the Union Grievance Committee, and the written, dated grievance, signed by both of them will be delivered to the Senior Manager/Staff Sergeant, Security Services, within 14 calendar days of the Supervisor's response to the pre-grievance step. If the pre-grievance resolution process was not followed, the signed dated grievance will be filed with the Senior Manager/Staff Sergeant, Security Services, within 30 calendar days after the Employee became aware or ought reasonably to have become aware of the incident or circumstances giving rise to the alleged violation. A copy of the written grievance will also be delivered to the Director, Employee/Labour Relations.
- (b) The grievance will identify the nature of the grievance, including the Article alleged to be violated, and the remedy sought.
- (c) The Senior Manager/Staff Sergeant, Security Services, shall arrange to meet with the grievor. The grievor shall be accompanied by 1 member of the Union Grievance Committee.
- (d) The Union shall be given a written reply to the grievance within 21 calendar days following receipt of the written grievance and a copy shall be sent to the grievor.

6.08 Step 2

- (a) If the grievance is not resolved to the satisfaction of the grievor at Step 1, the grievor may, within 14 calendar days of the date on which the Senior Manager/Staff Sergeant, Security Services' reply was or should have been given, deliver the written grievance to the Director, Security Services.
- (b) The Director, Security Services, or designate, shall arrange to meet with the grievor and the Senior Manager/Staff Sergeant, Security Services to discuss the merits of the grievance. The grievor shall be accompanied by 2 members of the Union Grievance Committee.
- (c) The Union shall be given a written reply to the grievance within 21 calendar days following the receipt of the written grievance and a copy shall be sent to the grievor.

6.09 Step 3

- (a) If the grievance is not resolved to the satisfaction of the grievor at Step 2, the grievor may, within 14 calendar days of the date on which the Director, Security Services' reply was or should have been given, deliver the written grievance to the Vice-President, Administration.
- (b) The Vice-President, Administration, or designate, shall arrange to meet with the grievor and the Union Grievance Committee.
- (c) The Parties agree that Employee relations issues are normally best resolved on an informal basis between the Parties. However, beginning at Step 3 and with at least 5 calendar days' notice, either Party may be accompanied by legal counsel or another qualified consultant of their choice.
- (d) The Vice-President, Administration, or designate, shall give their reply in writing to the Union within 21 calendar days of receiving the grievance and a copy shall be sent to the grievor.

6.010 Step 4 Arbitration

- (a) Failing a satisfactory settlement at Step 3, the grievance may be referred to Arbitration within 14 calendar days of the date on which the reply to Step 3 was given, or should have been given, but not thereafter.
- (b) No grievance may be submitted to Arbitration which has not been properly carried through the Grievance Steps save and except for the provisions of Section 49 of the *Ontario Labour Relations Act, 1995*.
- (c) When either party to this Agreement requests that a grievance be submitted to Arbitration, they shall make such request in writing addressed to the other Party. The Employer and the Union shall, by agreement, select one person as Arbitrator to whom such grievance may be submitted for Arbitration. Failing agreement, the Parties shall select a name from the Letter of Understanding regarding Roster of Arbitrators to act as a sole Arbitrator on a rotational basis.
- (d) The Arbitrator shall hear and determine the matter in dispute, and issue an award which shall be final and binding upon the Parties to the Agreement. The Arbitrator shall, however, have no authority to add to, subtract from, or alter any provision of this Agreement, or make an award which has such effect.

- (e) The Arbitrator has all the duties and powers of an arbitration board as stated in the *Ontario Labour Relations Act, 1995 (OLRA)*, as amended from time to time. In accordance with the *OLRA*, the Arbitrator may extend the time for the taking of any step in the Grievance or Arbitration procedure under the Agreement, notwithstanding the expiration of such time, where the Arbitrator is satisfied that there are reasonable grounds for the extension and that the opposite Party will not be substantially prejudiced by the extension.
- (f) The Union and Employer will share equally the fees and expenses of the Arbitrator. An Employee who is called as a witness at an Arbitration hearing shall be given release time from their regular duties with no loss of regular pay and benefits. Each Party shall bear the expenses of its representatives and participants and for the preparation and presentation of its own case.

6.011 General

- (a) The Parties may agree in writing to extend the time limits for any step of the Grievance Procedure or for referring the matter to Arbitration. The Parties may also agree to waive any step in the Grievance Procedure.
- (b) In the event that a Party fails to reply in writing within the time limits prescribed in the Grievance Procedure, the other Party may submit the matter to the next Step as if a negative reply or denial had been received on the last day for the forwarding of such reply. When no action is taken to submit the matter to the next Step within the time limits set out in this Article 6, the grievance will be deemed to have been withdrawn or settled, as the case may be.
- (c) No grievance shall be deemed to be invalid or abandoned due to a minor technical irregularity.
- (d) The employment of Probationary Employees may be terminated at any time during the Probationary Period, and they will not have recourse to the Grievance and Arbitration procedure except as specified in Article 13.
- (e) In accordance with Article 12.05, any claim of unjust discipline or discharge will be submitted to the Grievance and Arbitration procedures Article 6 (Grievance Procedure) within 7 calendar days from the date of receipt of notice by the Unit 4 Chairperson with a copy to the President of Unifor Local 5555. In the case of suspension or discharge, the grievance will commence at Step 3. In all other cases of discipline, the grievance will commence at Step 2.
- (f) For the purposes of this Article 6, “calendar day” shall be deemed not to include statutory holidays or days when the University is closed.

ARTICLE 7 – NO STRIKES OR LOCKOUTS

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

than the University and who feels that they cannot complete her assigned duties as a result, shall contact their Supervisor. In any event, the Employee shall not be required to cross a picket line where to do so would jeopardize her safety.

ARTICLE 8 – RESPECTFUL WORKPLACE

8.01 Respectful Workplace

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

8.02 No Discrimination

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

8.03 Sexual Harassment

- (a) Sexual Violence means any sexual act or act targeting a person's sexuality, gender identity or gender expression whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without a person's consent, and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism and sexual exploitation.
- (b) Sexual Harassment means engaging in a course of vexatious comments or conduct against an individual because of sex, sexual orientation, gender identity or gender expression where the course of comment or conduct is known or ought reasonably to be known to be unwelcome; or making a sexual solicitation or advance to an individual where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the individual and the person knows or ought reasonably to know that the solicitation or advance is unwelcome. Such Harassment may involve one incident or a series of incidents. In this context, sexual harassment includes but is not limited to:
 - i. sexual assault;
 - ii. any reward or promise of reward, whether explicit or implicit, for complying with a sexual solicitation or advance;
 - iii. any reprisal or threat of reprisal, whether explicit or implicit, for refusing to comply with any sexual solicitation or advance;
 - iv. any harassing behaviour of a sexual nature, verbal or non-verbal, directed at one or more individuals or groups, that creates an intimidating, hostile or offensive environment or interferes with academic or work performance, in a manner that

exceeds the bounds of freedom of expression and academic freedom;

- v. discriminatory action based on sexual stereotyping; and
- vi. other harassing behaviours of a sexual nature, whether verbal or non-verbal.

(c) Such other harassing behaviours may involve one incident or a series of incidents. The following list of examples, while not exhaustive, may constitute sexual harassment depending on the context in which the incident(s) take place, the frequency and severity of the incidents and whether it is known, or ought reasonably to have been known, that the conduct was unwanted:

- i. an unwanted sexual solicitation or advance
- ii. sexist jokes causing embarrassment or offence
- iii. leering
- iv. the display of sexually offensive material
- v. sexually degrading words used to describe an individual
- vi. derogatory or degrading remarks directed towards members of one sex or of one sexual orientation
- vii. sexually suggestive comments or gestures
- viii. inquiries or comments about a person's sex life
- ix. repeated offensive sexual flirtations, advances, propositions
- x. demands for sexual favours
- xi. unwanted touching or patting
- xii. verbal abuse or threats of a sexual nature

8.04 Workplace Harassment

- (a)** The Parties agree to foster a harassment-free workplace.
- (b)** Harassment in the workplace includes intimidation that is repeated and/or unwelcome, threats or a pattern of aggressive, or insulting behaviour by a person in the workplace, where the person knows or reasonably ought to know that this behaviour is likely to create an intimidating or hostile workplace environment, or is perceived on the part of the Employee to create a negative psychological or emotional state, or is an abuse of authority over an Employee.
- (c)** In and of itself, the fact of the Employer exercising management rights in accordance with Article 4 shall not constitute workplace harassment, including but not limited to the issuance of discipline, performance management, and attendance management.

8.05 Employee's Options for Resolution

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

- (a)** take direct action by informing the individual who is the source of the behaviour that it is unwelcome and unwanted, and request that the individual stop the behaviour, and by

documenting the events including the date, time, location, witnesses and details;

- (b) report the complaint to their Supervisor or an Intake Office and seek assistance in addressing the issue under the University's Policy on Discrimination and Harassment: Prevention and Response or Sexual Violence Policy either informally or formally;
- (c) report the complaint to a Union Representative and seek assistance in addressing the issue which may include initiating a grievance under Article 6;
- (d) report the complaint to the Women's Advocate who may refer the Employee to the appropriate resources;
- (e) in the case of some discrimination issues, file a complaint with the Ontario Human Rights Tribunal and to seek redress under the Ontario Human Rights Code.

8.06 Investigation

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

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

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

8.07 General

- (a) An Employee is not required to perform any duties of a personal nature not connected with the approved operations of the Employer.
- (b) Reprisals, retaliation, or threats of reprisals against any Employee for pursuing their rights under this Article, for having participated in the procedures, or for acting in any role under these procedures are prohibited.
- (c) The Employer will provide respectful workplace training as it deems necessary.

ARTICLE 9 – CORRESPONDENCE & INFORMATION

- 9.01** All correspondence between the Employer and Unifor Local 5555 relating to matters covered by this Agreement, except as otherwise specified in this Agreement, will pass between the President of Unifor Local 5555 and the Director, Employee/Labour Relations or their designates.
- 9.02** Where written notice is specified in this Agreement, the University's internal mail will be deemed adequate means, unless otherwise specified in this Agreement.
- 9.03** The Employer will provide Unifor Local 5555 with the following information monthly in electronic and written form:

- (a) A listing containing the name of all the Employees in the Bargaining Unit, their job titles, and classification, Employee identification number, department, campus address, salutation, gender/preferred gender, employment start date, home address, home telephone number, workplace email address, hourly rate and regular monthly hours;
- (b) a listing of all new hires and their job title, terminations, including resignations and retirements, and leaves;
- (c) notification by e-mail of deaths of current Employees and of Employees moving outside the Bargaining Unit;
- (d) a listing of all Employees who are currently participating in the Sick Leave Indemnity Program in accordance with Article 30.05 and have been for a month or more; and
- (e) such other information as may be set out elsewhere in this Agreement that is required to be given.

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

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

- (a) a listing of the Union committee members, Union Representatives and Union Stewards of Unifor Local 5555 in accordance with Article 5.01; and
- (b) such other information as may be set out elsewhere in this Agreement that is required to be given.

9.06 The Parties are relieved of their respective obligations in Articles 9.03, 9.04, and 9.05 to the extent that the relevant information is readily accessible to the other Party electronically.

ARTICLE 10 – HEALTH & SAFETY

10.01 General

- (a) McMaster University is committed to providing and maintaining healthy and safe working and learning environments for all Employees, students, volunteers and visitors. This is achieved by observing best practices which meet or exceed the standards to comply with legislative requirements as contained in the *Ontario Occupational Health and Safety Act* (“OHSA”), *Environmental Protection Act*, *Nuclear Safety and Control Act* and other statutes, their regulations, and the policy and programs established by the University. To support this commitment, both McMaster University and its Employees are responsible jointly to implement and maintain an Internal Responsibility System directed at promoting health and safety, preventing incidents involving occupational injuries and illnesses or adverse effects upon the natural environment.
- (b) The Employer is responsible for the provision of information, training, equipment and resources to support the Internal Responsibility System and ensure compliance with all relevant statutes, this policy and internal health and safety programs.
- (c) Managers and Supervisors, including Deans, Directors, Chairs, Research Supervisors, etc. are accountable for the safety of workers within their area, for compliance with the statutory and University requirements, and are required to support Joint Health and Safety Committees (JHSC).

- (d) All Employees are required to work in compliance with statutory and University requirements, and to report unsafe conditions to their Supervisors.
- (e) The Parties shall comply in a timely manner with their respective obligations under the *Occupational Health and Safety Act, R.S.O.1990, c.0.1*, as amended, (*the OHS*), its regulations, codes of practice, and guidelines and all relevant environmental laws, regulations, codes of practice and guidelines. All standards established under these laws along with the McMaster University Workplace & Environmental Health & Safety Policy, which shall be in compliance with these laws, shall constitute minimum acceptable practice.
- (f) No Employee will suffer a loss of remuneration for time required to carry out their responsibilities on both the Joint Health and Safety Committees (JHSC) and the Central Joint Health and Safety Committee (CJHSC).

10.02 Right to Refuse

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

10.03 Certified Health and Safety Workers

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

10.04 No Disciplinary Action

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

10.05 The Employer shall provide properly stocked and maintained First Aid kits in the Workplace.

10.06 Central Joint Health and Safety Committee

- (a) The Parties agree that there will exist a Central Joint Health and Safety Committee (CJHSC).
- (b) The Employer shall maintain the CJHSC for the purposes of addressing health and safety matters. Unifor Local 5555 shall appoint 4 Members to the CJHSC. The CJHSC shall be co-chaired by 1 worker member and 1 management member as determined by the CJHSC.
- (c) The Central Joint Health and Safety Committee (CJHSC) shall:
 - i. make recommendations to the Employer and workers for the improvement of the health and safety of workers;
 - ii. consider and expeditiously dispose of matters concerning health and safety raised by members of the committee or referred to it by a JHSC or a health and safety representative; the Employer shall consider all recommendations made by CJHSC;
 - iii. make recommendations in the establishment, provision, and monitoring of programs for the prevention of hazards in the workplace that also provide for the education of Employees in health and safety matters;
 - iv. participate in investigations as outlined in the Risk Management Manual Program for Reporting & Investigating Injury/Incident/Occupational Disease, and in inspections in accordance with the *OHS*;

- v. make recommendations in the establishment, provision, and monitoring of a program for the provision of personal protective equipment, clothing, devices or materials;
 - vi. cooperate with Ministry of Labour inspectors;
 - vii. monitor data on work accidents, injuries and health hazards; and
 - viii. make recommendations in the planning of the implementation and in the implementation of changes that might affect occupational health and safety, including work processes and procedures.
- (d) The CJHSC may request from the Employer any information that it considers necessary to identify existing or potential hazards with respect to materials, processes, equipment or activities in any of the Employer's workplaces.
 - (e) The CJHSC shall be provided with information as required by the *OHS*A.
 - (f) The CJHSC shall meet during regular working hours at least monthly unless otherwise decided by CJHSC after consensus and, if other meetings are required as a result of an emergency or other special circumstances, the Committee shall meet as required during regular working hours or outside those hours.
 - (g) The CJHSC will be structured in accordance with *the OHS*A and its members will have the power and authority specified therein. There shall be at least the same number of worker members as management members at the CJHSC meetings.
 - (h) In the event a Unifor Local 5555 member of the CJHSC is not able to attend a CJHSC meeting, the Union may substitute another worker member as a designate. These designates shall follow the provisions of Article 5.03 to arrange such attendance.
 - (i) The Union and Employer may have advisors attend the CJHSC meetings with voice but no vote, as determined by the meeting agenda. At least 1 week prior to the meeting, an agenda will be circulated to all members of the CJHSC.
 - (j) The Employer shall ensure that minutes be taken of all CJHSC meetings and copies provided to all members of the CJHSC. Administrative support for the CJHSC shall be provided by Environmental and Occupational Health Support Services (EOHSS).
 - (k) Terms of reference of the CJHSC will be determined by consensus of the Committee.

10.07 Joint Health and Safety Committees (JHSC)

- (a) The Employer shall maintain a series of Joint Health and Safety Committees (JHSC), including sub-committees, providing effective coverage for its workplaces and activities.
- (b) JHSCs shall be constituted in accordance with CJHSC. The number and scope of committees shall be the subject of annual review by the CJHSC.
- (c) JHSCs shall be as established by the CJHSC and listed on the EOHSS website.
- (d) JHSCs shall meet monthly or in accordance with their respective terms of reference.
- (e) The Employer will provide copies of the minutes of all JHSC meetings to each member of the JHSC and EOHSS for distribution to the CJHSC.
- (f) Any outstanding items that cannot be resolved after 3 JHSC meetings or after 3 months, whichever is the shorter, shall be referred to CJHSC for final review and recommendation.

10.08 Education and Training

- (a) The Employer agrees to pay the cost of certification training for Employees who are appointed to a JHSC or CJHSC and who are required under the OHSA to attend such training.
- (b) 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.
- (c) The Employer will ensure that all Employees receive training in accordance with requirements outlined in the Risk Management Manual, Health and Safety Training Program, and training matrices.

10.09 Accident and Incident Investigations

An accident, injury, critical injury, or hazardous situation will be investigated in accordance with the Risk Management Manual Program for Reporting & Investigating Injury/Incident/Occupational Disease.

10.010 Right to Accompany Inspectors

- (a) The Employer shall notify the Union when a government health and safety Inspector is to visit the Employer's premises on a matter pertaining to the Bargaining Unit, as soon as practicable.
- (b) The Union Co-Chair or designate and, if the Union Co-chair or designate is not Certified, an appropriate Certified Worker shall accompany government health, safety, and environment Inspectors on an inspection tour.
- (c) The Employer shall give a copy of the reports or any other written documents received from the Inspector to the appropriate Union Co-chair and to the CJHSC.
- (d) The Employer shall give a copy of any replies to such reports or documents to the appropriate Union Co-chair and to the CJHSC.

10.011 Access to the Workplace

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

10.012 Disclosure of Information

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

10.013 Ergonomics

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

10.014 Safety Equipment

- (a) The Employer agrees to provide protective equipment and clothing when required by the OHSA, and to ensure that safety equipment, materials, and protective devices (including

protective clothing) are maintained in good condition. The Employer shall cover the cost of required cleaning of protective wear and clothing. The Employees shall wear all issued safety equipment while on duty.

- (b) The Employer shall provide all Employees with a bullet proof vest.

10.015 First Aid/CPR Certification

- (a) The Employer will continue to provide access to First Aid/CPR and recertification training at no cost to Employees.
- (b) An Employee will receive Compensating Time Off to attend these sessions.

10.016 National Day of Mourning

- (a) Each year on April 28 at a mutually agreed upon time, one minute of silence will be observed in memory of workers killed or injured on the job.
- (b) All CJHSC and JHSC Members shall be granted time to attend the National Day of Mourning ceremonies. Such requests shall not be unreasonably denied.

ARTICLE 11 – EMPLOYEE INFORMATION

11.01 Personnel Files

- (a) The Employer and the Union agree that the Employer shall maintain personnel records. The Employee will advise Human Resources Services (HRS) immediately if there is any change in personal data, such as name, address or telephone number.
- (b) The personnel file for the Employee shall include items concerning the record of employment including, but not limited to, the original application form, job description, salary history, commendations, as well as any documentation in accordance with Article 12 and Article 13, all of which is normally copied to the Employee concurrent with their addition to the file.
- (c) An Employee shall have the right to examine their personnel file in the presence of a member of Human Resources Services, by appointment. Upon request and within 7 days following the request, Employees will be provided with a photocopy of any requested documents from their file. The Employee is free to point out any alleged factual errors and proven errors will be corrected. On the same basis, an Employee will have access to their Employee Health/Return-to-Work file, Employee Medical file, and the file containing her personal information held by their Supervisor.
- (d) Upon receipt of a written request from the Employee, Human Resources Services will confirm that all warnings and suspensions have been destroyed in accordance with Article 12.
- (e) An Employee may supplement the contents of their personnel file with documents related to their employment by forwarding such documents to Human Resources Services.
- (f) All Employees will notify Human Resources Services of changes in information related to spouses and dependents necessary to administer benefits.
- (g) Subject to legal and/or statutory requirements, when Human Resources Services receives requests from an external agency for personal or employment related

information regarding an Employee, it will confirm employment only. Additional information shall only be divulged with the written authorization of the Employee.

11.02 Confidentiality of Personnel Files

Access to personnel files will be limited to:

- (a) the Employee;
- (b) staff in HR; and
- (c) other authorized University officials in connection with personnel, administrative and/or labour relations matters.

11.03 Employee Health / Return-to-Work Files

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

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

11.04 Employee Medical Files

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

ARTICLE 12 – PROGRESSIVE DISCIPLINE & DISCHARGE

12.01 The Employer shall discipline or discharge an Employee only for just cause.

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

12.02 The value of progressive discipline with the aim of being corrective in application is recognized by both Parties. Except in extreme cases, discharge for just cause shall be preceded by a documented record of warnings (written or oral) and/or suspension (with pay or without pay).

12.03 Disciplinary Process

- (a) Prior to disciplining an Employee, the Employer will notify the Unit 4 Chairperson, with a copy to the President of Unifor Local 5555, of the nature of the alleged offence.
- (b) Following notification of the Unit 4 Chairperson, the Employer will meet with the Employee and the Unit 4 Chairperson or Union Steward. At this meeting, the Employer will advise the Employee of the alleged offence and provide the Employee with an opportunity to respond.
- (c) Within 7 days of this meeting, or any additional meeting that the Employer may require, the Employer will decide whether or not discipline is to be imposed, and, if so, at what level, and will be communicated orally and in writing at a meeting with the Employee and the Unit 4 Chairperson or Union Steward. A copy of the written decision will be provided to the Unit 4 Chairperson with a copy to the President of Unifor Local 5555.
- (d) In cases of suspension without pay, the suspension will be served beginning on one of the following two dates:
 - i. if the decision to suspend is not subject to a grievance, the first date the Employee is scheduled to work following 7 days from the date the suspension was communicated to the Employee; and
 - ii. if the decision to suspend is subject to a grievance, the first date the Employee is scheduled to work following a denial of the grievance at Step 3.
- (e) For the purposes of this Article 12, "day" shall be deemed not to include statutory holidays or days when the University is closed.

12.04 Immediate Administrative Leave Pending Investigation

- (a) In cases where it is necessary to remove an Employee from the workplace immediately, such as those which involve serious insubordination, a threat to the safety of a person, assault, or as may be required in accordance with the University's Discrimination Harassment and Sexual Harassment: Prevention and Response Policy, an Employee may be immediately placed on Administrative Leave without loss of pay pending further investigation and Article 12.03 shall not then apply. The Employer shall notify the Unit 4 Chairperson or designate and the President of Unifor Local 5555 of an Administrative Leave as soon as the Employer is aware of the situation and prior to notifying the Employee, or as soon as reasonably practicable.
- (b) The Employer will make its best efforts to ensure that the Employee who is being placed on an Administrative Leave is given an opportunity to speak with their Union Representative before leaving campus, unless there is a threat to safety as determined by the Employer.
- (c) As soon as reasonably practicable, the Employer will inform the Union of the nature of the allegations made against the Employee, if any.
- (d) If, following the investigation, the Employer intends to discipline the Employee,

the disciplinary process set out in Article 12.03 shall then apply.

12.05 Grievances

Any claim of unjust discipline or discharge will be submitted to the Grievance and Arbitration procedures Article 6 (Grievance Procedure) within 7 days from the date of receipt of notice by the Unit 4 Chairperson with a copy to the President of Unifor Local 5555. In the case of suspension or discharge, the grievance will commence at Step 3. In all other cases of discipline, the grievance will commence at Step 2.

12.06 Records of disciplinary warnings and suspensions will be retained for a period of 18 months from the date of the offence and then removed from the Employee's personnel file and destroyed.

ARTICLE 13 – PROBATIONARY EMPLOYMENT

13.01 An Employee new to the Bargaining Unit will be on probation for a period of 12 months from the date of hire.

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

13.03 Progress and Performance Reviews

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

(b) In the event the Employer requires more than 4 reviews of the Employee's progress and performance during the probationary period, the Union will be notified of subsequent reviews. Copies of any progress and performance documentation shall be provided to the Union.

(c) If in the Employer's opinion, the Employee's performance and progress does not meet the job requirements, but may by the end of an extended probationary period, or if there has been insufficient opportunity to assess the Employee's performance, the Employer, the Employee and the Unit 4 Chairperson may mutually agree to extend the probationary period.

13.04 At the end of the probationary period, if performance is deemed to be satisfactory, the appointment will be confirmed in writing.

13.05 Termination of Employment

(a) The employment of Probationary Employees may be terminated at any time during the probationary period, and they will not have recourse to the Grievance and Arbitration Procedure regarding their termination, unless:

- i. the decision to terminate is made in bad faith; or
- ii. the decision to terminate is contrary to Article 8.02; or
- iii. the procedures prescribed by Articles 13.02 or 13.03 have not been followed.

(b) The Union shall be notified in advance of any such termination and may choose to

attend a meeting set for this purpose.

(c) A grievance alleging violation of these grounds will commence at Step 2.

13.06 The University will provide the appropriate training to achieve and maintain Special Constable status.

13.07 A new Employee will be sworn in as a Special Constable as soon as possible. In the event a new Employee is not sworn in within 3 months of commencement of employment, the Director, Security Services, will notify the Union in writing of the expected date of swearing in.

13.08 Normally, an Employee must be approved for Special Constable status by the Hamilton Police Services Board, prior to the completion of the probationary period, failing which it will be deemed that the Employer has just cause for discharge from employment. Where an Employee has not been approved for Special Constable status by the Hamilton Police Services Board prior to the completion of the probationary period through no fault of their own, (for example, due to scheduling difficulties) the Employer will not have just cause for discharge from employment on that basis.

ARTICLE 14 – SENIORITY

14.01 Definition and Calculation of Seniority

An Employee's seniority is defined as the length of continuous service in the Bargaining Unit calculated from their most recent date of hire.

14.02 Seniority List

(a) The Employer will maintain 2 separate seniority lists listing Employees and their seniority; 1 for Full Time Employees and 1 for Part Time Employees. Up-to-date seniority lists will be sent to the Union and will be posted on the Human Resources web site and agreed upon bulletin boards in November of each year, and will be generated in the event of layoffs. Twice per calendar year, with one month's notice per request, the President of Unifor Local 5555 may request in writing a copy of the current seniority lists.

(b) The seniority lists shall be deemed accurate until such time as an error is brought to the attention of the Employer by the Union. The correction of an error on the seniority lists will not have retroactive effect.

(c) Only those Employees who have completed their probationary period as defined in Article 13 will appear on a seniority list.

14.03 Loss of Seniority

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

- i. They are discharged for just cause and not reinstated;
- ii. They resign or retire;
- iii. after a layoff they fail to return to work as scheduled;
- iv. they are laid off for at least 12 consecutive months;
- v. they are absent from work without authorization from their Supervisor and without reasonable justification for 5 consecutive Shifts and fails to contact their

- Supervisor within 7 calendar days from the date a notice was sent by registered mail to the Employee's current address on file;
 - vi. they accept severance pay;
 - vii. Subject to Article 13.08, they are unable to meet and maintain Special Constable status in accordance with the agreement between the University and the Hamilton Police Services Board; and
 - viii. They are unable to achieve approval in accordance with the guidelines established by the Canadian Nuclear Safety Commission.
- (b) An Employee who accepts a position with the Employer outside the Bargaining Unit on or after the effective date of this Agreement will cease to accrue seniority and will lose their status as an Employee in the Bargaining Unit.
 - (c) In the event that an Employee who held a Special Constable appointment is not re-appointed as a Special Constable, the Employee, their Supervisor and the Union shall meet to discuss the situation and to determine whether or not a mutually agreeable outcome may exist other than termination from employment.

14.04 Seniority for Union Representatives

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

ARTICLE 15 – HOURS OF WORK

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

15.02 Standard Work Week

- (a) Full-Time Employees will normally be scheduled to work twenty 12-hour Shifts in a 6-week cycle, such that the normal hours per week average 40. Part-Time Employees will be scheduled in accordance with Article 34.
- (b) The Employer may choose to implement Shifts of any duration to a minimum of 4 hours. Prior to implementation, the Employer shall consult with the Union and shall provide a minimum of 3 months notice of the change.

15.03 An Employee who reports for work in accordance with the posted schedule or as required by the Employer shall be guaranteed at least 4 hours of work, or if no work is available, shall be paid for 4 hours at their regular rate.

15.04 Shift Changes

- (a) The Employer recognizes that major shift changes can be disruptive and when such changes are necessary, will provide as much notice as possible.
- (b) Where, on an on-going basis, an Employee's regular schedule, Shift, or hours of work per day or week are to be changed or new Shifts introduced, the Union and the Employee shall be provided with a minimum of 3 months' written notice of the change. The Employee may agree in writing to accept such change sooner after having consulted with a Union Representative.

- (c) An Employee may request a change to a scheduled Shift, or two or more Employees may request to exchange Shifts. Any such changes to scheduled Shifts shall be subject to the approval of the Employee(s)' Supervisor.

15.05 Overtime

- (a) The Parties recognize that the University's operations may require the performance of overtime.
- (b) Overtime is time worked by an Employee in excess of scheduled hours, excluding:
- i. time worked due to a mutual agreement among the Employee, their Supervisor and another Employee with respect to a change of hours or Shift; and
 - ii. time worked by a Part Time Employee up to 12 hours per day and 40 hours per week.
- (c) Prior to determining that an overtime requirement exists, the Employer will first attempt to schedule Part Time Employees through the assignment of regular or additional hours of work.
- (d) When required, overtime will be allocated as follows:
- i. **Posted Overtime**
Overtime requirements that become known at least 1 week in advance will normally be posted. The posting will indicate the overtime shift(s) and number of Employees required.

Subject to section 18 of the *Employment Standards Act*, the overtime will be allocated first to the Full Time Employee(s) who applied and who has worked the least number of overtime hours since the previous January 1, and second to the Part Time Employee(s) who applied and who has worked the least number of overtime hours since the previous January 1.

Where there are no volunteers to work the overtime, the Employer shall assign the work in accordance with Article 15.05(d)(ii), Non-Posted Overtime.
 - ii. **Non-Posted Overtime**
Where overtime requirements become known less than 1 week in advance, or where there are no applicants for posted overtime pursuant to Article 15.05(d)(i), subject to section 18 of the *Employment Standards Act*, the Employer shall assign the work to the Full Time Employee(s) who is off-duty and who has worked the least number of overtime hours since the previous January 1. In a situation where there are no available Full Time Employee(s) who are off-duty, the Employer will follow the same process to assign the work to Part Time Employee(s).
 - iii. **Extended Shift Overtime**
Notwithstanding Articles 15.05(d)(i) and (ii), the Parties recognize that circumstances may arise where an Employee will be required to remain on-duty beyond the end of their Shift, or to report for duty in advance of their Shift, as a result of the need to ensure continued delivery of services during an unforeseen incident.
- (e) An Employee shall be paid at the rate of 1-1/2 times their applicable hourly rate for each

hour of overtime worked.

- (f) A Full-Time Employee may elect to accumulate overtime to a maximum at any given time of 100 hours, for the purpose of taking Compensating Time Off in lieu at a later date. Compensating Time Off will be taken only with the prior approval and at the sole discretion of the Director, Security Services or designate. At the end of the fiscal year, the Employer may elect to pay an Employee for all accumulated and owing overtime and will do so upon the Employee's cessation of employment. Accumulated CTO will be paid by the Employer at the Employee's request.

ARTICLE 16 – MEAL AND BREAK PERIODS

- 16.01** For each Shift of at least 5 hours up to 8 hours, an Employee will be entitled to a 30-minute meal period. For each Shift in excess of 8 hours, an Employee will be entitled to a 60-minute meal period and a 30-minute meal period.
- 16.02** Meal periods may be taken at times preferred by the Employee, subject to the approval of their Supervisor.
- 16.03** In the event operational requirements, as determined by the Employer, prevent an Employee from taking a meal period to which they are entitled, they will be entitled to a payment in lieu, paid at straight time.

ARTICLE 17 - VACATIONS

17.01 Entitlement Schedule

- (a) Full Time Employees shall be entitled to annual paid vacation at their regular rate of pay based on their years of continuous service at June 30, as follows:

<u>Years of Continuous Service</u>	<u>Vacation Entitlement</u>
Less than one year	10 hours per completed month
1 but less than 4	120 hours
4 but less than 14	160 hours
14 but less than 15	168 hours
15 but less than 16	176 hours
16 but less than 17	184 hours
17 but less than 18	192 hours
18 but less than 30	200 hours
30 years or more	240 hours

- i) Notwithstanding Article 17.1(a), Full Time Employees on leaves of absence shall accrue vacation pay based on their earnings, subject to Articles 17.1(a)(ii), (iii) and (iv).
- ii) Supplemental Unemployment Benefits (SUB) received during a pregnancy, parental, or family medical leave shall be deemed to be earnings for the purpose of Article 17.1(a)(i), and shall be deemed to be earned at 100% of the Employee's regular rate of pay (irrespective of the actual SUB and/or Employment Insurance Benefits received during such leaves).
- iii) Any Salary Continuance Pay received in accordance with Article 30.03 shall be deemed to be earnings for the purposes of Article 17.1(a)(i), and shall be deemed to be earned at 100% of the Employee's regular rate of pay (irrespective of the actual Salary Continuance pay received).
- iv) Article 17(a)(i) is effective beginning with leaves taken during the accrual period starting July 1,

2020 and vacation taken during the 2021 calendar year.

- (b) Part Time Employees shall be entitled to vacation time in accordance with the *Employment Standards Act* and vacation pay as a percentage of earnings paid with each pay, based on their years of continuous service at June 30, as follows:

Years of Continuous Service	Vacation Pay Entitlement as a percentage of earnings
Less than 1 year	4%
1 but less than 4	6%
4 but less than 14	8%
14 but less than 15	8%
15 but less than 16	8%
16 but less than 17	9%
17 but less than 18	9%
18 but less than 30	10%
30 or more	12%

17.02 Scheduling

- i. Vacations will be granted subject to the Department's work requirements and scheduled by mutual agreement between the Supervisor and the Employee, with preference based on seniority.
- ii. Each Employee will be required to submit their vacation requests by March 1. Vacation schedules will be posted on or before April 1. An Employee who has failed to submit a vacation request by March 1 may not subsequently rely on seniority to establish priority in a scheduling conflict.
- iii. An Employee may submit a written request to their Supervisor for changes to the vacation schedule. Subject to operational requirements, the request will not be unreasonably denied.
- iv. Vacation time will normally be taken in full Shifts.

17.03 Vacation Year

- i. Vacation time is earned in the benefit year, the 12 month period from July 1 to June 30.
- ii. Vacation time is taken in the calendar year following July 1, the 12 month period from January 1 to December 31.
- iii. Vacation time taken must not exceed vacation time earned.

17.04 Carryover

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

- i. the Supervisor grants an Employee's request for carryover of up to 64 hours or, in extraordinary circumstances, up to 80 hours; or
- ii. operational necessities identified by the Supervisor prevent the scheduling of vacation

days.

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

ARTICLE 18 – PAID HOLIDAYS

(a) Holidays

- i. The Employer recognizes the following paid holidays, each a “Holiday”:

New Years Day
January 2
Family Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
December 24
Christmas Day
Boxing Day
December 27

- ii. A Holiday shall be considered as commencing at midnight on the day preceding the holiday and ending at 12 midnight on the day preceding the holiday and ending 12 midnight on the Holiday.
- iii. An Employee may be scheduled or required to work on one or more Holidays.

(b) Holiday Pay for Full-Time Employees

- i. When an Employee is not scheduled or not required to work on a Holiday they shall be paid a holiday allowance of 8 hours pay at their hourly rate (“Holiday Pay”).
- ii. When an Employee is scheduled to work on a Holiday, and provided their Shift commences on the Holiday, they will be paid for all hours worked on the Holiday at the rate of 1½ times their hourly rate plus they will be paid Holiday Pay.
- iii. When an Employee is not scheduled but required to work on a Holiday, and provided their Shift commences on the Holiday, they will be paid for all hours worked on the Holiday at the rate of 2 times their hourly rate plus they will be paid Holiday Pay.

(c) Notwithstanding Article 18.01(b), an Employee shall not be paid Holiday Pay:

- i. if they are absent from work on their last regular scheduled Shift immediately preceding or immediately following such Holiday, except when their absence on either or both such Shifts was due to illness or accident and a doctor’s certificate is submitted to that effect, if requested; or
- ii. if they are scheduled or required to work on such Holiday and fails to do so; without acceptable justification or

- iii. When they have not earned regular wages or had vacation pay payable in the 4 calendar weeks preceding the calendar week in which the Holiday occurs.

(d) Holiday Pay for Part Time Employees

- i. Part Time Employees are entitled to holiday pay in accordance with the Employment Standards Act, 2000, for all Holidays specified in Article 18.01(a).

ARTICLE 19 – APPOINTMENTS AND PROMOTIONS

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

19.01 Priority Before Posting

Prior to a vacant Bargaining Unit position being posted, the Employer shall attempt to fill the position giving priority to Employees as follows:

- i. first, to those who require accommodation pursuant to the Ontario Human Rights Code; and
- ii. second, to an Employee who is on layoff.

19.02 Full Time Special Constable Vacancy

- (a) Should a vacancy for a Full Time Special Constable occur, the Employer shall, if it determines to fill such vacancy, post the vacancy at the University for a period of at least 7 days on the McMaster Careers section in Mosaic. The Employer may specify on the posting that applications are restricted to current Part Time Employees.
- (b) Subject to Article 19.01, Part-Time Employees shall have first consideration for Full-Time Special Constable vacancies prior to recruiting externally.
- (c) The job posting shall include the following information:
 - job title, department and description of the position;
 - i. wage rate;
 - ii. required qualifications, skills, ability, and relevant job experience;
 - iii. normally scheduled daily and weekly hours of work;
 - iv. the normal daily start and end times and other information relevant to the schedule of the position;
 - v. the current location of the job;
 - vi. date the position is anticipated to be filled;
 - vii. closing date of the competition, i.e. job posting;
 - viii. the restriction of applications to current Employees, if applicable; and
 - ix. the job is in the Unifor Local 5555, Unit 4 Bargaining Unit.
- (d) The Employer may temporarily fill any position or vacancy for a period of up to 12 months or may determine that a vacancy which has been posted will not be filled.
- (e) The Employer agrees that it will not use a series of temporary appointments to circumvent creating a position to be filled by an Employee. The Employer agrees a temporary appointment may be extended past 12 months with the agreement of the Union.

19.03 Application Process

- (a) Applicants are required to submit an updated resume with their application letter as per the instructions on the posting notice.
- (b) All applications will be considered in confidence.
- (c) All Employee applicants to the posted vacancy who may be qualified for the position and who apply within the initial 7 day period outlined in Article 19.03(a) will be considered. Employees who, in the opinion of the Employer, are most qualified will be interviewed first. After completing any internal interviews, the hiring Department retains the discretion to consider and interview external applicants in the selection process, along with the internal Employee applicants who have already received interviews, in order to determine who is the best qualified candidate.

19.04 Selection of Successful Candidate(s)

- (a) The Employer will base its selection of the successful applicant to fill a posted vacancy on the applicants' overall qualifications, skills, ability and relevant experience for the position and giving consideration to employment equity. If the selection is to be made from two or more Employees whose qualifications, skill, ability and relevant experience are considered to be relatively equal, the Employee with the greater seniority shall be selected.
- (b) The Employer will notify the successful applicant. The name of the successful applicant will be posted on the McMaster Careers section in Mosaic. The Union will be notified of the name of the successful applicant.

19.05 At the conclusion of the selection process, the Employer will notify the unsuccessful applicants of the selection decision. Upon request, the Employer shall hold a meeting with an Employee for the purpose of providing feedback on their application for a position. This meeting shall be conducted by the Director, Security Services.

19.06 In the event that the position becomes vacant again within 3 months of the original posting date, the Employer may elect to reconsider the original applicants without reposting the position and will so advise the Union.

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

ARTICLE 20 - PREMIUMS

20.01 Coach Premium

- i. Each new Employee may be paired with a Coach Officer for a period of time to be determined by the Employer.
- ii. Before being assigned to the role of Coach Officer in the first instance, an Employee will be advised in writing of the role requirements and the Employer's expectations of successful performance while in the role of Coach.
- iii. To be eligible to be a Coach officer, the officer will have completed at least 2 years of Full Time service and any applicable training, unless the department determines they are eligible to coach earlier.
- iv. The Coach Officer will provide input to the Supervisor for the purpose of reviewing the progress of the new Employee.
- v. A premium of \$2.00 per hour shall be paid to an Employee for all hours they are assigned to

perform the duties of Coach Officer.

20.02 In-Charge Premium

In the absence of a Sergeant, the Employer may appoint an Employee to the role of In-Charge Officer to fill in for the Sergeant as required.

- i. Before being assigned to the role of In-Charge Officer in the first instance, an Employee will be advised in writing of the role requirements and the Employer's expectations of successful performance. Additional training will be provided as the Employer deems necessary.
- ii. An Employee may request in writing that they not be assigned to the role of In-Charge Officer. The Employer will take such request under consideration, but ultimately retains the right to appoint as it may deem necessary.
- iii. The appointed In-Charge Officer will be paid an in-charge premium of \$2.50 per hour above their regular rate for the period of the appointment.

ARTICLE 21 – COMPENSATION

21.01 Pay Equity

The Employer and the Union affirm that the Wage Schedule will be maintained in accordance with the *Pay Equity Act*.

For the purposes of establishing pay equity under the Pay Equity Act, RSO 1990, c P.7, the parties agree to use the JE2009 plan to evaluate and compare jobs in the bargaining unit.

21.02 Method of Salary Payment

- (a) The pay frequency is bi-weekly for all Employees. Pay periods begin on Sunday and end on the Saturday of week 2. Pay will be made by direct deposit on the Friday following the pay period end date. If the pay date falls on a holiday, it will be moved forward to the business day immediately preceding the holiday.
- (b) At the time of each pay, Employees will have access to an itemized statement of earnings and deductions.
- (c) All Employees may be required to submit an online timesheet for approval by their Supervisor.
- (d) The Employer reserves the right to modify the method of wage payment with 6 months written notice to the Union.

21.03 Deductions

Deductions from the Employee's pay include:

- (a) Statutory deductions as required by Federal and Provincial legislation (e.g. Income Tax, Canada Pension Plan contributions, Employment Insurance contributions);
- (b) Union Membership dues in accordance with Article 5.07;
- (c) Deductions for participation in the University's pension and benefit plans, as applicable, such as the McMaster Pension Plan, GRRSP, Long Term Disability Plan, Accidental Death and Dismemberment Plan, and Optional Group Life Insurance Plan;

- (d) Deductions which may be ordered by the Court. If an Employee's salary is garnished in accordance with a court order, the Employer will notify the Employee in advance of the adjustment of the bank payroll deposit; and other deductions as authorized in advance by the Employee and approved by the Employer.

21.04 Storm Emergencies

The Parties agree that Employees will receive an annual lump sum payment in lieu of the application of the University *Storm Emergency Policy and Procedures*, payable on the first pay date in October of each year of this Agreement, in the following amounts:

Full Time Employees \$225

Part Time Employees \$135

ARTICLE 22 – BENEFITS AND PENSIONS

Specific details of benefits may be found in the Unifor Benefit Booklet, accessible via the McMaster University website.

22.01 Post-Retirement Benefits

- (a) Eligibility for Post-Retirement Benefits is limited to Full-Time Employees:
 - i. hired before July 1, 2008, provided the Employee collects a pension immediately upon leaving the University;
 - ii. hired between July 1, 2008 and June 30, 2011, inclusive, and who has at least 10 years' cumulative service with the University as of the date of retirement and has attained a minimum age of 60 as at the date of retirement; and
 - iii. hired on or after July 1, 2011 and before July 1, 2023, in accordance with the terms of the Letter of Understanding regarding Post Retirement Benefit Co-Pay Program.
- (b) Post-Retirement Benefits are provided in accordance with the applicable post-retirement benefit plans and, for each eligible retiree, limited to those benefits in which the retiree participated as an active Employee on the day immediately preceding their retirement date.

22.02 Pension Plan and Group RRSP

- (a) Eligible Employees participate in the Pension Plan. The Employer will administer this Plan in accordance with the terms and conditions of the Pension Plan in effect upon ratification of this collective agreement. Except as provided in Appendix F, no changes will be made to existing benefits and/or Employee contribution rates during the term of this Agreement without the written agreement of the Union.
- (b) Employees hired on or after July 1, 2008, are not eligible to participate in the Pension Plan. Such, Employees shall participate in the Group RRSP, in accordance with Appendix A.

22.03 Extended Health Plan

- (a) The Employer shall pay 100% of the billed rates of premium for all eligible Full Time Employees, for the Extended Health Plan which is in effect at October 1, 2019, and as may be amended. Participation in this Plan is a condition of employment for Full Time

Employees.

(b) Part Time Employees are eligible to participate in the Extended Health Plan as follows:

- i. the Employer shall pay 75% and the eligible Part Time Employee shall pay 25% of the billed rates of premium;
- ii. participation in the Extended Health Plan is optional for Part Time Employees; and
- iii. Part Time Employees may elect to opt-out at any time and may elect to re-enroll due to a major life event, excluding retirement.

(c) Eligible Employees must enroll their eligible family members before benefits are provided to the family members.

22.04 Dental Plan

(a) The Employer shall pay 100% of the billed rates of premium for all eligible Full Time Employees to provide the Dental Plan which is in effect at October 1, 2019 as may be amended. Participation in this Plan is a condition of employment for Full Time Employees.

(b) Part Time Employees are eligible to participate in the Dental Plan as follows:

- i. the Employer shall pay 75% and the eligible Part Time Employee shall pay 25% of the billed rates of premium;
- ii. Participation in the Dental Plan is optional for Part Time Employees; and
- iii. Part Time Employees may elect to opt-out at any time and may elect to re-enroll due to a major life event, excluding retirement.

(c) Eligible Employees must enroll their eligible family members before benefits are provided to the family members.

22.05 Group Life Insurance Program

(a) The Employer will pay 100% of the billed rate of premiums for Full Time Employees for Basic Coverage in accordance with the Group Life Insurance Plan which is in effect at October 1, 2019, and as may be amended.

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

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

(d) Life insurance coverage will cease on the earlier of:

- i. the December 1st of the year the Employee reaches 69; or
- ii. for an Employee who is eligible for Post-Retirement Benefits, the first day of the month coincident with, or next following, the date of retirement, at which time coverage will convert to the retiree life insurance benefit, which is a \$5000 lump sum policy.

22.06 Accidental Death and Dismemberment Plan

(a) As may be amended, the Employer will continue to make this plan available for eligible Employees. An Employee who elects to participate will pay 100% of their billed rate of premium.

22.07 Bursary Plan

- (a) The Employer offers bursaries to dependents of eligible Employees who have completed 3 years' continuous service. Eligibility for, and participation in, the Bursary Plan, shall be in accordance with the University's policy entitled *Bursaries for Spouses and Dependents of University Employees*, as it exists from time to time. For the period from the date of ratification, to October 1, 2021, the eligible Bursary Plan benefit for Part Time Employees is pro-rated to 60% of the eligible benefit for Full Time Employees.

22.08 Tuition Assistance Programs

- (a) The Employer encourages Employees to take courses of instruction, particularly those for university credit and those which are directly related to their work.
- (b) The Tuition Assistance program is a benefit provided by the Employer to all Employees. Eligibility for, and participation in, the Tuition Assistance program, shall be in accordance with the University's policy entitled "Tuition Assistance – Active Employees", as it exists from time to time. For the period from the date of ratification, to October 1, 2021, the eligible Tuition Assistance Program benefit for Part Time Employees is pro-rated to 60% of the eligible benefit for Full Time Employees.

ARTICLE 23 – SUBCONTRACTING OR TECHNOLOGICAL CHANGE

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

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

23.03 Advance Notice and Disclosure

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

- i. The notice shall contain pertinent data, including:
- ii. The nature of the subcontracting or technological change;
- iii. The date on which the Employer proposes to implement the subcontracting or technological change;
- iv. The approximate number and respective classification of Employees likely to be affected by the subcontracting or technological change;
- v. The effects that the subcontracting or technological change may be expected to have on the Employees' terms and conditions of employment.

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

23.04 Within 1 month of the delivery of notice to the Union as outlined in Article 23.03, the Employer will meet with the Union to discuss alternative arrangements including, but not limited to, retraining to minimize the impact of any layoffs or reduction in hours of an Employee.

23.05 Retraining

- (a) In the event of technological change, prior to any new Employees being hired to work with new technology, the Employer will, where necessary, allow incumbent Employees:
 - i. first, training as provided for in Article 28; plus
 - ii. a training/assessment period of up to 6 months to acquire and demonstrate the knowledge, skill and/or qualifications necessary to adapt to the change, provided they are minimally

qualified by education, aptitude and relevant experience.

- (b) Any Employees to be retrained will not suffer a reduction in wage rate or normal scheduled hours during the training period.
 - (c) When Article 23.05(a) applies and the Employee is subsequently declared redundant, the provisions of Article 26 will apply.
- 23.06** In the event that a position is declared redundant due to subcontracting, Employees affected shall be subject to layoff in accordance with the provisions of Article 26.

ARTICLE 24 – JOB DESCRIPTIONS

- 24.01** Each position shall have a job description which shall be evaluated in accordance with the JE 2009 Plan: <https://hr.mcmaster.ca/app/uploads/2019/01/je-plan-revision-August-2006-final-1-46.pdf>. A copy of each job description will be kept on file in Human Resources Services and provided to the Union electronically.
- 24.02** Job descriptions are developed by the Employer and include duties, tasks, responsibilities, and qualifications and/or equivalent experience.
- 24.03** Upon request, job descriptions will be available to Employees through their immediate Supervisor. (formerly 24.02)
- 24.04** In accordance with the orientation process in Article 13, the job description shall be provided and explained to new Employees.
- 24.05** Upon request, job descriptions for posted vacancies or other positions shall be made available to Employees through Human Resources Services.
- 24.06** If an Employee feels that they are performing duties on an ongoing basis that are outside of the scope of their job description, they may request a review of their job, in writing from their Supervisor. The request will detail the duties that are believed to be outside the scope of their existing job description. The Supervisor will respond, in writing, to this request within 14 Calendar Days (this may be extended by agreement of the parties). If the Supervisor and the Employee do not agree as to whether or not the specified duties are outside the scope of the existing job description and expected to be ongoing, the matter will be copied in writing to both Human Resources Services and the Union.

ARTICLE 25 – UNION ORIENTATION

25.01 Union Information and Orientation for New Employees

- (a) In the appointment letter, the Employer shall advise each new Employee of the name of their Union Steward and the President of Unifor Local 5555, and their phone number and campus mail address.
- (b) New Employees shall be entitled to 1 hour immediately before or after their regularly scheduled lunch period, without loss of pay or benefits, for the purpose of attending a Union Orientation Session.
- (c) The Employer will advise all new Employees that the Union will be in contact with them to schedule an orientation session.

ARTICLE 26 – LAYOFF AND RECALL

26.01 Layoffs will be in reverse order of seniority. Probationary Employees who are subject to layoff are only eligible for 2 weeks’ notice and severance pay in accordance with Appendix C; Articles 26.03, 26.04 and 26.05 shall not apply.

26.02 Notice of layoff will be provided in accordance with the following table:

<u>Seniority</u>	<u>Weeks’ Notice</u>
In probationary period	2
Over probationary period but less than 4 years	8
4 years but less than 6 years	10
6 years but less than 10 years	12
10 years but less than 11 years	16
11 years but less than 12 years	17
12 years but less than 13 years	18
13 years but less than 14 years	19
14 years but less than 15 years	20
15 years but less than 16 years	21
16 years but less than 17 years	22
17 years but less than 18 years	23
18 years but less than 19 years	24
19 years but less than 20 years	25
20 years or more	26

26.03 While an Employee is expected to continue to work as assigned during the notice period, the Employer, at its sole discretion, may excuse the Employee from some or all of their work obligations during the notice period.

26.04 At the expiry of the notice period, the Employee may elect to participate in Recall for up to 12 months. The Employee may elect to accept severance pay in accordance with Appendix C at any time following the expiry of the notice period, at which time their employment will cease. Severance pay will be provided in accordance with Appendix C.

26.05 Upon expiry of the Recall period, the Employee shall receive severance pay in accordance with Appendix C.

ARTICLE 27 – LEAVES OF ABSENCE

27.01 Bereavement

- (a)** An Employee shall be entitled to a bereavement leave without loss of regular pay and benefits in the event of the death of a member of their family, as follows:
 - i.** where the death is of the Employee’s spouse, common law spouse, same-sex partner, son, daughter, spouse’s child, common law spouse’s child, step-child, ward, brother, sister, father, or mother, the bereavement leave shall be up to 7 consecutive calendar days.
 - ii.** where the death is of the Employee’s father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandmother, grandfather, spouse’s grandparent, step-mother or step-father, the bereavement leave shall be up to 5 consecutive calendar days.

- (b)** Where an Employee’s scheduled vacation is interrupted due to the death of a member of their family, the Employee shall be entitled to bereavement leave in accordance with

Article 27.01(a). The portion of the Employee's vacation which is deemed to be bereavement leave shall be rescheduled in accordance with Article 17.06.

- (c) If bereavement leave is required in the event of the death of a person significant to the Employee and not specifically named in Article 27.01(a), or additional bereavement leave is required in circumstances covered by Article 27.01(a), it may be granted up to a maximum of 2 Shifts by arrangement with the Employee's Supervisor. Such request will not be unreasonably denied.

27.02 Domestic or Sexual Violence Leave

The Employer recognizes that Employees facing domestic or sexual violence may need leave for various reasons including: to seek medical attention, counselling, access victim services, to move, or to seek legal or law enforcement assistance. Employees are eligible for such leave in accordance with the Employment Standards Act, 2000. Effective October 2, 2020, Employees are entitled to 5 shifts of leave, without loss of pay, in addition to any entitlements under the Employment Standards Act, 2000.

27.03 Jury Duty / Court Service

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

27.04 Court Hearings

When an Employee is required by the Employer to attend court as part of their duties at a time when they are not scheduled to work, the following will apply:

- (a) They will be paid for the time they are required to be in attendance at court, at a rate of 1½ times their hourly rate subject to a minimum of 4 hours. If the attendance at court is less than 4 hours, the Employee may be required to work the balance of the 4 hours.
- (b) If they are scheduled to work the night Shift prior to or following the court appearance, so that they will not have time to rest, the Employer will arrange for the Employee to leave work early or arrive at work late on the night Shift, so that they will have 8 hours between the night Shift and the court appearance. Application of this Article 27.03(b) may be waived if the Employer and the Employee mutually agree.
- (c) An Employee's regular working hours shall not be reduced as a result of attending court hearings unless a reduction is required to meet the Employer's obligation set out in Article 27.03(b), or pursuant to the *ESA*.

27.05 Unpaid Personal Leave

Upon an Employee's request and subject to the approval of their Supervisor, an unpaid personal leave may be granted for a variety of reasons for a period of up to 12 months. A Full Time Employee may continue to participate in the Employer benefit plans, with the exception of Group RRSP, provided they pay both the Employee and the Employer benefit plan premiums in

advance. The Employee will not participate in the Pension Plan for the duration of the leave.

27.06 Pregnancy and Parental Leaves and Eligibility

All Employees are entitled to pregnancy and parental leaves in accordance with the ESA. It is understood that SUB benefit under Article 27.05(a) is calculated based on a standard, not extended, parental leave.

(a) Financial Benefits

An Employee who takes a pregnancy or parental leave pursuant to this Article 27.05 is entitled to the financial benefits set out in 27.05(a)(i) (Option A) or 27.05(a)(ii) (Option B) below, at his or their election. It is understood that an Employee electing to take a pregnancy leave and a parental leave for the same child (or children) may elect to receive financial benefits for either leave (under either Option) but not both leaves.

(i) Option A

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

OR

(ii) Option B

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

(b) Other Benefits

- (i)** An Employee who takes a pregnancy and/or parental leave pursuant to this Article 27.05 is entitled to continue to participate in all pension and health benefits plans, as may be applicable, including Extended Health, Dental and Basic Group Life, for the duration of the leave(s), provided the Employee continues to contribute their normal share of the cost of these benefits, including pension contributions.
- (ii)** Any Employee wishing to continue participation in any of the Employee-paid benefits, as may be applicable, such as Long-Term Disability (LTD), Optional Life insurance, and Accidental Death & Dismemberment (AD&D) insurance, must notify Human Resources Services of this decision in advance of the commencement of the leave and arrange for the payment (e.g. payroll deduction) of the Employee's normal share of benefit premiums.
- (iii)** An eligible Employee who commences pregnancy or parental leave during their notice period under Article 26 may elect to suspend the notice period for purposes of Article 26 until the date their leave is scheduled to end, following which the balance of their notice period will resume.

27.07 Family Medical Leave

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 ESA and arranged with their Supervisor.

(a) Financial Benefits

For each week of leave up to the 8th week, inclusive, the University will pay 90% of regular

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

(b) Other Benefits

An Employee who takes a family medical leave pursuant to this Article 27.06 shall be entitled to the other benefits as outlined in Article 27.05(b).

27.08 Union Leave

(a) An Employee who is:

- i. appointed, selected or elected to work for Unifor Local 5555; or
- ii. appointed or elected to a position within Unifor Canada; or
- iii. appointed, selected or elected by Unifor Canada or the Local Union to a position within the Canadian Labour Congress (CLC), or a position within the provincial or district CLC Councils, or Ontario Federation of Labour; or
- iv. appointed to a position identified as one of a Labour Member of a government agency;

shall, at the written request of the Unifor or the Local Union receive, a leave of absence without pay for the duration of the appointment or terms of office. A Full Time Employee on an approved leave of absence may continue to participate in the Employer benefit plans, with the exception of Group RRSP, provided they pay both the Employee and Employer benefit plan premiums in advance. The Employee will not participate in the Pension Plan for the duration of the leave.

The Employee will notify their immediate Supervisor at least 1 month in advance of commencing the leave of absence, indicating the expected duration of the appointment, and 1 month in advance of returning to work from the leave of absence.

(b) Return to Work

Upon return to work from a Union Leave, the Employee will resume their former position provided that it still exists, with full corresponding wage rate and any applicable benefits.

27.09 Public Service Leave

(a) Campaign

An Employee seeking public office may make application for a leave of absence, without loss of pay, during the campaign for election on the following basis:

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

The period of leave in each case need not be taken on consecutive days or necessarily in whole days. Entitlement to a period of leave beyond 3 campaigns in a 10-year period is subject to the approval of the appropriate Vice-President.

(b) Election

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

- i. Parliament or Provincial Legislature; leave of absence, without pay, for a period of up to 5 years;
- ii. Municipal, Regional or County Office or Board of Education or Band Council; subject to the work requirements of the department, leave of absence for attendance at sittings of the Council or Board. If the length of time involved is significant, such absences will be subject to a pro rata reduction in pay;
- iii. For full-time positions, leave of absence, without pay, for a period of up to 5 years.
- iv. For election to Band Council

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

There will be no guarantee that an Employee will be returned to their former position after expiry of the term of public service. Every attempt will be made to return an Employee to a position at the same level and with duties as similar as possible to those of the post occupied prior to the leave of absence.

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

27.010 Personal Leave

- (a) A Full Time Employee who has completed her probationary period will be granted 2 Shifts of Personal Leave each calendar year without loss of regular pay and benefits.
- (b) Personal Leave will be scheduled at times mutually agreeable to the Employee and her Supervisor. In extenuating circumstances, Personal Leave may be granted by the Supervisor on the same day that it is requested. Approval for requests of Personal Leave shall not be unreasonably denied.
- (c) Untaken Personal Leave shall not be carried forward to a subsequent calendar year.

27.011 Remembrance Day

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

ARTICLE 28 – EDUCATION LEAVES OF ABSENCE

28.01 Leaves of Absence Without Pay

Upon an Employee's request and subject to the approval of her Supervisor, the following leaves of absence for periods up to 12 months may be granted. Approval will not be unreasonably withheld.

- (a) **Educational**
An Educational leave of absence for the purpose of pursuing job-related training may be granted. As may be applicable, the Employee may continue to participate in the Employer benefit plans, with the exception of Group RRSP, provided they pay both the Employee and the Employer benefit plan premiums in advance.
- (b) **Developmental**

A Developmental leave is intended to permit an Employee to enhance experience and/or knowledge to acquire new skills. As may be applicable, the Employee may continue to participate in the Employer benefits plans, with the exception of Group RRSP, provided they pay both the Employee and the Employer benefits plan premiums in advance. The Employee will not participate in the Pension Plan for the duration of the leave.

- (c) Upon return to work from an Educational or Development Leave, the Employee will resume her former position provided that it still exists, with full corresponding salary and benefits. In the event that an Employee's position becomes redundant during the period of an approved leave of absence, the provisions of Article 26 shall apply.

28.02 Union Training Leave

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

28.03 Paid Education Leave (PEL)

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

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

ARTICLE 29 – DOMESTIC VIOLENCE

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

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

29.03 Women's Advocate

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

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

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

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

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

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

29.05 Employee Family Assistance Program (EFAP) Representative

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

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

Employees may also seek assistance from the University's EFAP provider (Homewood Health) whose contact information can be found on the McMaster University's Human Resources' Website or the University's Sexual Violence Response Coordinator whose contact information can be found on McMaster's Equity and Inclusion Office's website.

ARTICLE 30 – PERSONAL ILLNESS OR INJURY

Article 30 shall be in effect from date of ratification to and including June 30, 2023. Thereafter, the Letter of Understanding re: Article 30 applies.

30.01 Reporting Absences

- (a) An Employee is responsible to report to work on time for each of her scheduled Shifts.
- (b) In the event an Employee is unable to attend at work due to personal illness or injury, they will notify her Supervisor, or designate, by telephone as soon as reasonably possible and inform her Supervisor, or designate, of the expected date of her return to work and a phone number where they may be reached in her absence. Should the Employee's condition change during the absence such that there is a change to her expected date of return, they will notify her Supervisor, or designate, as soon as reasonably possible.
- (c) The Employee and Supervisor will maintain communication with one another throughout the period of the absence on a reasonable schedule to be established by the Supervisor, in consultation with the Employee, and the Manager, Employee Health Services, or designate.

30.02 Medical Documentation

- (a) For each Shift absent, in whole or part, an Employee will be required to provide medical documentation supporting the absence satisfactory to the Employer, but only if requested by the Employer.
- (b) If requested, an Employee must provide medical documentation supporting the absence that is to the satisfaction of the Employer and must include confirmation of an in-person assessment by a physician; workplace restrictions, if any; and a return to work or reassessment date. If any diagnostic information is in the physician's note, then Article 30.02(d) applies. Where the requested medical documentation includes the foregoing information, the Employer will, to a maximum of \$50.00, reimburse the Employee 50% of the cost of the first medical documentation requested for each period of absence due to personal illness or injury regardless of length.
- (c) An Employee may be required to attend an independent medical examination ("IME") by a selected health professional. The cost of the IME shall be paid by the Employer.
- (d) If the medical documentation supporting the absence discloses diagnosis, the designation of the medical specialist or the treatment type, it must be provided directly to the University's Occupational Health Nurse. Otherwise, it may be given to the Employee's Supervisor.

30.03 Sick Leave Indemnity Program

- (a) Subject to Article 30.05, an Employee, other than a Probationary Employee, who is absent from work due to personal illness or injury is entitled to pay and benefits in accordance with Article 30.03(b), (c) and (d), provided:
 - i. The Employee has complied with her obligations in accordance with Articles 30.01 and 30.02; and
 - ii. The Employee would have otherwise been entitled to her regular pay and benefits but for the illness or injury; for example, the Employee is not on layoff, Recall, or on an unpaid leave of absence of any kind.
- (b) An Employee will receive her regular hourly pay for each hour of absence up to a maximum number of hours pay in each benefit year, commencing with:
 - i. The 1st hour of the first absence of any length in each benefit year (July 1 to and including June 30);
 - ii. The 1st hour of each absence where an Employee is hospitalized, such that the hospital provides board and lodging for in-patient treatment; and
 - iii. The 25th hour of the second and every subsequent absence of each benefit year,

based on her years of continuous service in the Bargaining Unit, as set out in the following table:

Years of Continuous Service in the Bargaining Unit	Maximum Hours Pay per Benefit Year
12 months or less	Nil
More than 12 months	700

- (c) Notwithstanding Article 30.03(b)iii., upon the Employee's request to the Director,

Security Services, the Employee will receive her regular hourly pay commencing with the 1st hour of each absence in a benefit year, provided the equivalent time and pay can be, and is, deducted from:

- i. the Employee's accrued CTO bank in accordance with Article 15.05(f); and/or
 - ii. the Employee's accrued vacation entitlement in accordance with Article 17.01; and/or
 - iii. the Employee's accrued Personal Leave entitlement in accordance with Article 27.09.
- (d) An Employee who is receiving pay in accordance with Articles 30.03(b) or (c), will participate in those benefits plans set out in Article 22 in which they were participating immediately preceding the absence.
- (e) Upon cessation of employment for any reason, an Employee shall have no further entitlement to pay or benefits in accordance with Articles 30.03(b), (c) or (d), nor to any payment-in-lieu.

30.04 Long Term Disability

- (a) The Employer agrees to continue the Long Term Disability Plan which is in effect at October 1, 2019, and as may be amended, or any new plan that comes into effect for the duration of this Agreement.
- (b) Participation in the Long Term Disability Plan is a condition of employment for Full Time Employees. Part Time Employees are not eligible to participate.
- (c) The Employee will pay 100% of her billed rate of premium.
- (d) Notwithstanding Articles 30.04(a), (b) and (c), Probationary Employees shall not be eligible to participate in the Long Term Disability Plan and shall not pay LTD premiums.

30.05 Absence Due to Occupational Injury or Illness

- (a) Subject to Article 30.05(b), every Employee who is absent from work due to an occupational illness or injury that is subject to a claim for Workplace Safety and Insurance ("WSIB") benefits will be unpaid for the duration of the absence from work and the Employer will instruct the Workplace Safety and Insurance Board to pay WSIB benefits, if any, directly to the Employee.
- (b) The Employer will continue to pay a Full Time Employee her bi-weekly pay at her regular hourly wage rate pending the determination of her WSIB claim. For the period that pay continues under this Article 30.05(b):
 - i. The Employer will deduct time from the Employee's CTO bank in an amount equivalent to the pay the Employee received; and
 - ii. If the Employee does not have time in her CTO bank or if all time in her CTO bank has been exhausted and her WSIB claim is still pending, then the Employer will deduct vacation pay from the Employee's accrued vacation entitlement in an amount equivalent to the pay the Employee received. The Employee may, subject to the requirements of Article 17.02, elect to take vacation time at a later date for a period of time equivalent to the vacation pay received under this Article 30.05(b)(ii); and,

- iii. If the Employee does not have unused vacation entitlement or if her accrued vacation entitlement is exhausted and her WSIB claim is still pending, then the Employer will continue to pay the Employee her bi-weekly pay at her regular hourly wage rate for a maximum period of 4 more weeks. Continued payment under this Article 30.07(b) (iii) is subject to the Employee signing an authorization for a future periodic payroll deduction until the full amount paid under this Article 30.07(b) (iii) has been repaid to the Employer. The Union and the Employer agree that this Article 30.07(b) (iii) and the required Employee authorization are deemed to satisfy the requirements of Section 13 of the *Employment Standards Act, 2000*.

The continuation of pay under Article 30.07(b) will cease on the earlier of:

- i. The date on which the Employee received her first WSIB benefit payment; or,
- ii. The date on which all sources of income under Article 30.07(b) (i, ii) and iii) have been exhausted.

If an Employee makes a claim for WSIB benefits and that claim is subsequently denied, then the Employee will be eligible for the continuation of pay and benefits in accordance with, and subject to, all the requirements of Article 30.03.

30.06 Accommodation and Return to Work

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

ARTICLE 31 – LABOUR/MANAGEMENT COMMITTEE

31.01 The Parties agree that concerns are best handled through open communication between Employees and their Supervisors, the Senior Manager/Staff Sergeant, and/or the Director, Security Services.

31.02 The Union and the Employer acknowledge the mutual benefits to be derived from joint

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

- 31.03** The Labour/Management Committee will be comprised of 3 Union Representatives, of whom one shall be the Unit 4 Chair, and 3 representatives of the Employer, of whom one shall be the Director of Security and Parking Services. A quorum will be 4 members, providing that 2 members of each Party are present. The Committee shall select, from itself, one Union member and one University member to serve as joint Chairs who shall be responsible for preparing a mutually agreed upon agenda and for presiding over the meeting.
- 31.04** The Employer shall supply support for the Committee to take minutes, circulate notices of meetings and agendas.
- 31.05** The Committee shall approve minutes taken and publicly post minutes and agendas. Agendas shall be posted at least 7 days prior to the date of meeting.
- 31.06** The Committee, when it reaches a decision to make a recommendation, will forward such recommendation to their respective Parties.
- 31.07** The Committee shall meet at least once every 4 months, and at other times as mutually determined. The Parties may mutually agree to cancel any scheduled meeting.
- 31.08** The Parties will maintain regular communication on matters specific to the Special Constables Bargaining Unit.

ARTICLE 32 – UNIFORMS

- 32.01** The Employer agrees to provide at no cost to the Employee, her initial uniform in accordance with Appendix B which would be newly purchased. It is understood that such uniforms shall be maintained in presentable condition by Employees during their working hours and remain the property of the Employer.
- 32.02** The Employer will provide each Employee with an allowance of \$600.00 each year as of May 1 for the Employee to use on acceptable uniform and equipment which is inclusive of footwear allowance.
- 32.03** The Employer will provide and maintain a flashlight for each Employee.
- 32.04** Equipment and uniform apparel damaged in the line of duty will be replaced without cost or penalty to the Employee.
- 32.05** The Employer will reimburse an Employee for the cost of replacing a:
 - i. watch that is damaged or destroyed in the line of duty, to a maximum of \$50.00 per instance, and
 - ii. sunglasses that are damaged or destroyed in the line of duty, to a maximum of \$100.00 per instance.

ARTICLE 33 – NATIONAL SECURITY

- 33.01** The Canadian Government, either directly or through its agencies, may instruct the Employer with respect to the security of information and materials and personnel permitted to do certain work.

33.02 The Union recognizes that the Employer is obliged to meet such instructions and that for such reason the Employer may refuse certain Employees access to the work or may transfer Employees covered by such instructions

ARTICLE 34 – PART TIME EMPLOYEES

34.01 Hiring of Part Time Employees

- (a)** Part Time Employees shall be hired and assigned to fill operational and scheduling needs as determined by the Employer. These operational and scheduling needs include, but are not limited to, vacation coverage, holiday coverage, special events, and shift shortages.
- (b)** Should the Employer decide to advertise to fill a Part Time vacancy, such posting shall identify the vacancy as a “Part-Time Special Constable”.
- (c)** The number of Part Time Special Constables in the employ of the Employer at any one time will not exceed 100% of the number of Full Time Employees.

34.02 Scheduling of Part Time Employees

(a) Hours of Work

- i.** Part Time Employees will be scheduled according to operational needs, in shifts of 4 to 12 hours, normally not more than 32 hours per week.
- ii.** Part Time schedules will be posted at least four weeks in advance. Any changes to the schedule, once posted, will be communicated in writing to the impacted Employees as soon as practicable.
- iii.** Notwithstanding Article 34.02(a)(i), there is no guarantee of hours of work per day or week.
- iv.** In the event a Part Time Employee works an average of 40 hours or more over a period of 6 months, the Employer will create and post a Full Time vacancy. With the approval of the Union, the Employer is not required to create and post a Full Time vacancy.

(b) Additional Hours & Overtime

- i.** Part Time Employees may be required to work hours in excess of scheduled hours.
- ii.** When required to work additional hours in excess of scheduled hours, a Part Time Employee shall be paid at straight time for all hours worked up to 12 hours per day and 40 hours per week.
- iii.** A Part-Time Special Constable shall be paid an overtime premium at the rate of 1½ times her applicable hourly rate for all hours worked in excess of 12 hours per day or 40 hours per week.

APPENDIX A – GROUP REGISTERED RETIREMENT SAVINGS PLAN

ELIGIBILITY

- Mandatory enrolment for Full-Time Employees whose initial date of hire was on or after July 1, 2008. Part Time Employees are not eligible.

WAITING PERIOD BEFORE ENROLMENT

- After expiry of probationary period.

CONTRIBUTIONS FOR SPECIFIC SITUATIONS

- Active (regular) employment – Employee deductions on 3.5% of base pay up to the YMPE¹ and 7% of base pay above the YMPE, on a biweekly basis (“Required Contributions”);
- Required Contributions will be deducted on a bi-weekly basis;
- Employee option to contribute while on pregnancy leave, parental leave, Family Medical Leave and WSIB, at the same rate as active Employee Required Contribution rates, with Employer matching contributions based on active employment rules;
- No option for Employees to contribute while on Unpaid Leave of Absence or Unpaid Sick Leave;
- Voluntary additional contributions to the Canada Revenue Agency maximum total annual contribution level (“Voluntary Contributions”).

EMPLOYER CONTRIBUTION FORMULA

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

COVERED PAY

- Regular base earnings.

PAYMENT OF FEES

- Paid from the Plan

¹ YMPE means the year's maximum pensionable earnings as defined and set by the Canada Revenue Agency each year. For 2019, YMPE is \$57,400.00 and will increase on a calendar basis.

APPENDIX B – INITIAL UNIFORM

The initial uniform issue shall include:

Body armour molle and panels (level 2 NIJ Standard- 0101.04) and carrier	
Single cuff case	Hand cuff key extension
3 x trousers	Key pouch with cable
4 x shirts	Radio clip and holder
Glove pouch	Gloves (Cut/abrasion/needle)
Winter coat	OC holster
Raincoat	ASP holster
Sweater	Flashlight and case
OC spray	CAT Tourniquet
Winter hat	Handcuffs
Dickie	ASP baton
Radio ear-piece	Duty Belt
Inner Belt	4 Belt Keepers
Forage Hat and Cover	Toque
Boots	Gear Pouch (Molle Mount)

Where Employees are assigned as Bike Officers the following equipment will be issued:

Shorts x2	Shirts (short sleeve) x2
Padded bike gloves	Water resistant jacket (high visibility)
Bike shoes	Helmet
Water bottle	Bike gloves (winter)
Body Armour Ventilation	

All items remain the property of the University.

APPENDIX C – SCHEDULE OF SEVERANCE ENTITLEMENT

The following will be the minimum level of severance pay:

Complete Years of Service in the Bargaining Unit	Severance Pay in the Form of Weeks of Regular Pay	Severance Pay in the Form of Weeks of Regular Pay
	Employees hired on or before August 31, 2015	Employees hired on or after September 1, 2015
Less than	2	0
5	7	7
6	8	8
7	9	9
8	10	10
9	11	11
10	12	12
11	13	13
12	14	14
13	15	15
14	16	16
15	17	17
16	18	18
17	19	19
18	20	20
19	21	21
20	22	22
21	23	23
22	24	24
23	25	25
24	26	26
25	27	27
26 or	28	28

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

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

APPENDIX D – WAGES

Year 1 - ATB (1%)

10/2/2019	1	2	3	4	5
Special Constable	\$27.52	\$28.76	\$30.02	\$31.27	\$33.52
Investigator	\$28.90	\$30.20	\$31.52	\$32.83	\$35.20

Year 2 – ATB (1%)

10/2/2020	1	2	3	4	5
Special Constable	\$27.80	\$29.05	\$30.32	\$31.58	\$33.86
Investigator	\$29.19	\$30.51	\$31.83	\$33.16	\$35.55

Year 3 – ATB (1%)

10/2/2021	1	2	3	4	5
Special Constable	\$28.08	\$29.34	\$30.62	\$31.90	\$34.20
Investigator	\$29.48	\$30.81	\$32.15	\$33.49	\$35.91

Year 4 - ATB (1%)

Market Adjustment (3.9%)

10/2/2022	1	2	3	4	5
Special Constable	\$29.46	\$30.79	\$32.13	\$33.47	\$35.88
Investigator	\$30.94	\$32.33	\$33.74	\$35.15	\$37.68

NOTE:

- All new Employees will commence at Rate Level 1. Progression through the Special Constable Rate Levels will be automatic on the Employee's anniversary date.

APPENDIX E – POST RETIREMENT BENEFIT CO-PAY PROGRAM

Full Time Employees hired into the Bargaining Unit on or after July 1, 2011 and before July 1, 2023, shall be eligible for Post- Retirement Benefits so long as they:

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

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

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

Years of Continuing Service	Percentage of Yearly Cost Payable by Retirees	Percentage of Yearly Cost Payable by University
30 or more	25	75
25 or more but less than 30	50	50
10 or more but less than 25	75	25

APPENDIX F – EMPLOYEE CONTRIBUTIONS TO THE PENSION PLAN

Employees eligible to participate in the Pension Plan in accordance with Article 22.02 shall make Employee Contributions to the Plan in accordance with the following table:

	Employee Contribution Rate on Regular Annual Salary	Employee Contribution Rate on Regular Annual Salary
	Up to YMPE *	In Excess of YMPE
Current	6.50% of wage rate	8.75% of wage rate
Effective July 15, 2018	7.00% of wage rate	10.00% of wage rate
Effective October, 2022**	8.00% of wage rate	11.00% of wage rate

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

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

** Effective on the first day of the first pay period following October 1, 2022

Pension Offset

Effective on the first day of the first pay period following October 1, 2022, all Employees contributing to the Pension Plan as of that date will receive a one-time lump sum payment equivalent to 1% of their regular base salary, subject to all applicable statutory deductions, as an offset for the pension contribution increase.

APPENDIX G – WORKING PAST AGE 65

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

- i. The Employee's LTD coverage ends on June 30 following the attainment of the age of 65. The Employee's LTD premium payment will end on this date minus the length of the applicable elimination period (Sick Leave Indemnity Program).
- ii. The Out-of-Province Emergency Medical coverage will continue until December 1 of the calendar year in which the Employee attains age 69, at which point it will convert to the retiree Out-of-Province Emergency Medical benefit (\$10,000 lifetime), provided the Employee is eligible for Post-Retirement Benefits.

Letter of Understanding

BENEFIT ADJUSTMENTS

Benefits changes, effective November 1, 2019, as follows (except as otherwise noted):

Extended Health:

- Increase:
 - Eyeglasses and cataract surgery coverage, from \$250 to \$400
 - We will cover 100% of the costs of hearing aids prescribed by an ear, nose and throat specialist, up to a maximum of \$500 per person per ear over a period of 3 benefit years. Repairs are included in this maximum. We will also cover 100% of the costs of the initial purchase of a hearing aid prescribed by an ear, nose and throat specialist, if required as the result of an accident.
 - Mental Health specialist coverage: maximum coverage of \$3,000 per person per benefit year in total for services received by registered psychologists, social workers, and psychotherapists.
- Add:
 - Continuous Glucose Monitor (CGM): receivers, transmitters or sensors for persons diagnosed with Type 1 diabetes, up to a combined maximum of \$4,000 per person per benefit year. Sun Life must be provided with a doctor's note confirming the diagnosis.
 - Licensed occupational therapists to covered paramedical specialist services

Dental:

- Add:
 - Assignment of Dental Claims: The University will allow assignment of dental claims to the dental office, whenever such service is available. Where allowed, Unifor Unit 4 members will only need to pay the dental office for the difference between the total bill and amount paid by the McMaster plan.

Letter of Understanding

RE: Memorandum of Agreement

Between McMaster University

And the Hamilton Police Services Board (the “HPSB Agreement”)

The University and the Union acknowledge that, although not forming part of the Collective Agreement, the HPSB Agreement establishes the extent, purpose and terms of the special constable appointments that are granted to Employees of the University and, therefore, has a governing effect on the relationship among the University, the Union, and Employees. Nothing in this Letter will imply that the Union is a party to the H-PSB Agreement.

To ensure consistent and transparent application of the HPSB Agreement, the University and the Union agree to the following:

Communication

- The University will provide a copy of the current H-PSB Agreement to the Union, and will make a copy available to Employees.
- The parties recognize the H-PSB Agreement may be revised or modified from time to time. The University will communicate any material amendments (for example, a change to the definition of *serious policing occurrences and criminal offences*) to the Union and to Employees thereafter.

Investigations

- The parties recognize that the University is accountable to the Hamilton Police Services Board (the “Board”) pursuant to the H-PSB Agreement for all action taken in relation to the exercise of the powers granted to the special constables and to the University and has specific reporting requirements.
- The parties acknowledge that the University’s reporting requirements specifically include those as set out in the current MOU which provides that copies of investigation reports will be forwarded to the Board through the Chief.
- The parties further acknowledge that, in certain circumstances, once notified of a matter involving the misconduct of a special constable, the H-PSB will investigate or designate another Service to investigate.
- In such circumstances, the University will advise the President, Unifor Local 5555, to the extent permissible and as soon as reasonably possible, in keeping with the principles of the Letter of Understanding regarding the Complaint Process.

Resolving Perceived Conflicts

- In the event of an actual or perceived conflict between the authority granted to the special constable appointment and the directives of the University, the Employee, or her Union Representative on her behalf, will raise the matter with the Employee’s Supervisor. The Supervisor will meet with the Employee to discuss the actual or perceived conflict and will provide a clear and cogent directive.
- It is understood that the terms of the special constable appointment granted to Employees do not supersede any directive or instruction provided by the University; subject to the provisions of the Collective Agreement.

Letter of Understanding

ROSTER OF ARBITRATORS

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

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

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

Should an Arbitrator not be available to arbitrate within 90 calendar days of being asked, the next person on the list shall be asked and so on until one on the list is available. For the next Arbitration, the name that appears on the list immediately after the Arbitrator last selected shall be next in the sequence of selection. Once during the term of this Agreement each Party may veto the name that appears on the list immediately following the last Arbitrator selected. However, by mutual consent, the Parties may select a listed Arbitrator out of sequence or select an Arbitrator not on the list. The Parties will use their best efforts to make themselves available for any date offered by the Arbitrator.

Letter of Understanding

INVESTIGATOR

The Investigator position is an integral role in Security Services. It is normally a 40 hour per week, day shift position, but the schedule and hours of work per week may change in accordance with operational demands and in accordance with the Agreement.

The Investigator positions will be for a term of two years. At the end of the term, the incumbent will return, or transfer, to the role of Special Constable (as the case may be). Should the incumbent wish to remain in the Investigator position, and the Director, in their sole discretion, determines that this is consistent with the operational and strategic needs of the Department, they may do so for a further definite term of not more than 2 years.

Selection Process

- (a) If the Employer chooses to fill an Investigator role, it will, in accordance with Article 19.05, solicit interest from current Employees through an internal departmental posting process. The job will be awarded to the most qualified Employee. If no current Employees are interested or sufficiently qualified, the position may be filled externally, after internal applicants are advised they were not the successful candidate.
- (b) Notwithstanding (a) the Employer may choose to not fill the position.

Part Time Employee as Investigator

If the role of Investigator is posted as a Full Time position and is ultimately filled by a current Part Time Employee, they will be considered a Full Time Employee as defined in Article 3, for the duration of the assignment.

Letter of Understanding

COMPLAINT PROCESS

Subject to legal requirements and University policies, the following process will apply in the event the University receives a complaint with respect to the alleged misconduct of a Special Constable.

It is within the discretion of the Director whether or not to deal with a complaint. The Director may decide not to deal with a complaint at any time before or during an investigation if it is determined that:

- a) the complainant is not the person directly affected, or;
- b) the complaint is frivolous, vexatious or made in bad faith, or;
- c) the complaint has been made more than eight (8) months after the alleged incident.

Where the Director causes the complaint to be investigated internally, or where the Director is advised the complaint will be investigated externally (for example, by the Hamilton Police Services), they will identify the Special Constable who is involved in the complaint and notify her, as soon as practicable including the particulars of the complaint. A copy of such notification shall be provided to the Unit 4 Chairperson of Unifor Local 5555, or appropriate Union Representative.

The involved Special Constable and the Unit 4 Chairperson of Unifor Local 5555, or appropriate Union Representative, will be advised of the investigation's progress.

At the conclusion of an internal investigation the Director shall cause a written report to be produced, review the written report, and adjudicate the complaint. A copy of this report, redacted to exclude any personal information regarding any person other than the Special Constable who is the subject of the complaint, will be provided to the President of Unifor Local 5555. The Director will prepare a decision letter that will be provided to the complainant and the involved Special Constable with a copy forwarded to the Unit 4 Chairperson of Unifor Local 5555, or appropriate Union Representative.

At the conclusion of an external investigation, the Director will so advise the Special Constable and the President of Unifor Local 5555, and will communicate the findings of the investigation.

In any event, this Letter of Understanding shall have no effect on the application of Article 12.

Letter of Understanding

JOINT ANTI-HARASSMENT COMMITTEE INVESTIGATIONS

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

- 1) Where there is a Unifor Local 5555 member complainant and a Unifor Local 5555 member respondent; or
- 2) Where there is a Unifor Unit 4 member complainant and a TMG respondent.

The JAC will comprise of at least three representatives selected by the University and at least three selected by the Union. Each Party will take diversity into account in selecting its representatives.

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

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

- (a) The University and Union will each appoint one member of the JAC to sit on a JAC investigation sub-committee. Subject to operational requirements, the member appointed by the Union will be granted release time as necessary, without loss of pay. In the event that operational requirements do not allow for the anticipated necessary release time, the Union will be so advised and will appoint another member of the JAC to sit on the JAC investigation sub-committee. The Union shall reimburse the University for the release time of its appointed JAC investigation sub- committee member;
- (b) Where the Complaint involves sexual harassment / violence or gender discrimination, the complainant may request that the JAC investigation sub-committee include a JAC member of a specific gender (if possible);
- (c) The Assessment Team will provide the JAC investigation sub-committee with a scope and mandate for the investigation. The JAC investigation sub-committee will jointly conduct an investigation in accordance with the scope and mandate and the applicable Policy(ies);
- (d) Any Unifor unit 4 member who is to appear before the JAC investigation sub-committee may request that an independent Union Representative be present during their interview as an Advisor, in accordance with the applicable Policy(ies);
- (e) Once the JAC investigation sub-committee has finalized its investigation, it shall complete a written report of its findings of fact. The report may also include, with the agreement of the JAC investigation sub-committee members, (a) recommendation(s) for remedial action, such as discipline. Neither the JAC or JAC investigation sub-committee shall determine the remedial action to be taken, if any, arising from the investigation; that is the sole responsibility of the University. The report will be finalized in consultation with the Assessment Team and submitted to the Decision Maker pursuant to the applicable Policy(ies). A copy of the report will be provided to the Director, Employee/Labour Relations and the Unifor Local 5555 President. The complainant and respondent(s) will be provided with a written decision from the relevant Decision-Maker, in accordance with the applicable Policy(ies);

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

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

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

Letter of Understanding

RX05 DRUG FORMULARY FOR POST-RETIREMENT BENEFITS

The Parties agree that, effective September 1, 2015, the drug formulary for Post-Retirement Benefits will change from the current Plan IV to Rx05. This change will only apply to Employees who retire on or after September 1, 2015, and who are eligible for Post-Retirement Benefits pursuant to Article 22.01.

Letter of Understanding

LEGAL INDEMNIFICATION

The Parties agree that where an Employee is charged with a criminal, civil or statutory offence arising from an Employee's actions performed in good faith and within the scope of the Employee's duties and where subsequently there is a finding of not guilty or not liable on the part of the Employee, then the University agrees to reimburse the Employee for the necessary and reasonable legal costs incurred by the Employee in the defense of such charges.

Letter of Understanding

BIKE OFFICERS

The Parties agree to discuss the updating, maintenance and improvement of the Bike Officer program at the first LMC after ratification.

Letter of Understanding

WORK LOCATIONS

The Parties agree that Employees may be required, at the discretion of the Employer, to work at locations other than 1280 Main St. West, from time to time. Unifor acknowledges and agrees that the terms of the Unit 4 Agreement will apply to this work, as applicable, and the Unit 1 Collective Agreement shall not apply to this work. Nothing herein shall be deemed to cause or imply an expansion of the scope of the Bargaining Unit as set out in Article 2 or a restriction to the Employer's ability to contract out in accordance with Article 23.

Letter of Understanding

ARTICLE 30

Effective July 1, 2023 the following shall replace Article 30 of the Agreement

30.01 Reporting Absences

- (a) Employees are responsible to report to work on time on each scheduled work day.
- (b) If requested, an Employee must provide medical documentation supporting the absence that is to the satisfaction of the Employer and must include confirmation of an in-person assessment by a physician; workplace restrictions, if any; and a return to work or reassessment date. If any diagnostic information is in the physician's note, then Article 30.02(f) applies. Where the requested medical documentation includes the foregoing information, the Employer will, to a maximum of \$50.00, reimburse the Employee 50% of the cost of the first medical documentation requested for each period of absence due to personal illness or injury regardless of length.
- (c) If the Employer requests the Employee to attend an independent medical examination ("IME") by a selected health professional, the cost of such examination shall be paid by the Employer. Upon request, transportation by taxi to and from an IME will be arranged at no cost to the Employee.
- (d) In the event of personal illness or injury which is anticipated to cause an absence from work of less than 10 consecutive shifts, an Employee will notify her Supervisor or designate before the beginning of the work period or as soon as practicable. The Employee shall inform her Supervisor or designate of the expected time of her return to work, and contact information where they may be reached in her absence. Should the Employee's condition change during the absence such that there is a change to her expected date of return, they will notify their Supervisor or designate as soon as reasonably possible following normal departmental practices.
- (e) In the event of personal illness or injury which is anticipated to cause an absence from work of 10 consecutive shifts or more, the Employee shall contact her Supervisor or designate as soon as possible and maintain communication throughout the period of recovery on a reasonable schedule to be established by the Supervisor, in consultation with the Employee, and Employee Health Services.
- (f) The medical documentation referenced in Article 30.01(b) must be provided to Employee Health Services in the event of personal illness or injury which is anticipated to cause an absence from work of 10 consecutive shifts or more. If the medical documentation does not disclose diagnosis, the designation of the medical specialist or the treatment type, it may be given to the Employee's Supervisor.

30.02 Salary Continuance

- (a) An Employee who is absent from work due to illness or injury is entitled to receive Salary Continuance benefits in accordance with Article 30.02(b), provided:
 - i. The Employee has complied with her obligations in accordance with Article 30.01;
 - ii. The Employee would have otherwise been paid but for the illness or injury; for example, the Employee is not on layoff or on an unpaid leave of absence

iii. The Employee has an appointment or procedure with a regulated health professional that requires an absence of half or more of their regularly scheduled shift. Employees will schedule appointments or procedures that are less than half of a regularly scheduled shift such that the absence from work is minimized.

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

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

(c) Notwithstanding Articles 30.02(a), entitlement to Salary Continuance benefits shall cease the day the Employee's employment at the University has ended.

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

30.03 Long Term Disability (LTD)

(a) The Employer agrees to continue the Long Term Disability Plan which is in effect at October 1, 2019, and as may be amended, or any new plan that comes into effect, for the duration of this Agreement.

(b) Participation in the Long Term Disability Plan is a condition of employment. Where an Employee is on an approved leave of absence, and participation in the Employer benefit plans is optional, the Employee must continue to pay LTD premiums to maintain this benefit.

(c) The Employee will pay 100% of her billed rate of premium.

(d) Notwithstanding Articles 30.03(a), (b) and (c), Probationary Employees with shall not be eligible to participate in the Long Term Disability Plan and shall not pay LTD premiums.

30.04 Accommodation and Return to Work

(a) The Employer recognizes the importance of early and safe return to work and the accommodation of Employees with disabilities. In accordance with the Ontario *Human Rights Code*, the University's Policy on Workplace Accommodation, the University's Return to Work Program and Article 8.02, the Parties acknowledge their respective roles in fulfilling the duty to accommodate. The Employer will accommodate Employees in accordance with the Code. The Union and the Employees will fully cooperate in the arrangement of such accommodation.

(b) In fulfilling its duty to accommodate, the Employer has a responsibility to make every reasonable effort to provide, at the appropriate time, suitable modified or alternate employment to Employees who are temporarily or permanently unable to return to their

regular duties, as a result of an occupational or non-occupational injury or illness. Dependent on the circumstances, this may include the modification of work stations, equipment, or elements of the job, in keeping with the Employee's medical requirements, providing that such accommodation does not create undue hardship to the Employer.

- (c)** In the event an Employee provides ~~her~~ written consent to the Employer for the release of her medical information to the Union, the medical information shall be provided to the Union.
- (d)** In the event an Employee provides written consent to the Employer for the Union's Health and Safety Coordinator to attend at the Employee's return to work meeting, if such a meeting is required by the Employer, the Union's Health and Safety Coordinator shall be entitled to attend.