McMaster University
(the “Employer”)

and

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

Representing Special Constables
(Unit 4)

COLLECTIVE AGREEMENT

Expiry Date: October 1, 2019
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PURPOSE / PREAMBLE

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

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

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

ARTICLE 1 – TERM OF AGREEMENT

1.01 This Agreement shall be effective from October 26, 2015, and shall continue in effect up to and including October 1, 2019.

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.

“Same Sex Partner” refers to a person of either sex cohabiting with an employee in a conjugal relationship for a continuous period of not less than 1 year.

“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 man or a woman married to an employee, or a person of either the opposite sex or the same sex 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 the feminine shall include the masculine unless the context dictates otherwise.

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 her 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 her 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.

General Meetings

(i) All employees shall be entitled to 2 1-hour leaves, with no loss of regular pay or benefits, each fiscal year for the purposes of attending General Meetings of the Union.

(j) The Union shall provide the University with written notification of the dates and times of these meetings at least 30 days in advance, where feasible. An employee who plans to attend shall provide reasonable notice to her 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 she is an employee in the Bargaining Unit. In the event she is an employee of the University but in another bargaining unit, the terms of the applicable collective agreement shall apply with respect to release from her 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 her 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 her membership in the Union.

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

5.08 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.
5.10 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.

5.11 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
205 Placer Court
Toronto, Ontario. M2H 3H9

ARTICLE 6 – COMPLAINT/GRIEVANCE AND ARBITRATION PROCEDURE

6.01 It is the mutual desire of the Parties that complaints by employees be addressed as quickly as possible and it is understood that an employee will normally, in good faith, first give her 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 she cannot give her immediate Supervisor or an appropriate University representative an opportunity to address the complaint she 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, she 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.
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.

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

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.

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.

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

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.

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

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.

The Vice-President, Administration, or designate, shall give her reply in writing to the Union within 21 calendar days of receiving the grievance and a copy shall be sent to the grievor.

6.10 Step 4 Arbitration

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.

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.

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 her regular duties with no loss of regular pay and benefits. Each Party shall bear the expenses of its representatives and participants and for the preparation and presentation of its own case.

6.11 General

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

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

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

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

(e) In accordance with Article 12.05, any claim of unjust discipline or discharge will be submitted to the Grievance and Arbitration procedures Article 6 (Grievance Procedure) within 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 her job, encounters a picket line at a workplace other than the University and who feels that she cannot complete her assigned duties as a result, shall contact her 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

(a) The Parties agree that all employees shall be entitled to a respectful workplace free of discrimination, sexual harassment and workplace harassment. The University’s Discrimination Harassment and Sexual Harassment: Prevention and Response Policy governs such matters.

(b) 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.

ARTICLE 9 – CORRESPONDENCE AND INFORMATION

9.01 All correspondence between the Employer and Unifor Local 5555 relating to matters covered by this Agreement, except as otherwise specified in this Agreement, will pass between the President of Unifor Local 5555 and the 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 names of all employees in the Bargaining Unit, their job title and classification, employee identification number, department, campus address, salutation, 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
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 AND SAFETY

10.01 General

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

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

(c) Managers and Supervisors, including Deans, Directors, Chairs, Research Supervisors, etc. are accountable for the safety of workers within their area, for compliance with the statutory and University requirements, and are required to support Joint Health and Safety Committees (JHSC).

(d) 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 OHSA), its regulations, codes of practice, and guidelines and all relevant environmental laws, regulations, codes of practice and guidelines. All standards established under these laws along with the McMaster University Workplace & Environmental Health & Safety Policy, which shall be in compliance with these laws, shall constitute minimum acceptable practice.
(f) No employee will suffer a loss of remuneration for time required to carry out her responsibilities on both the Joint Health and Safety Committees (JHSC) and the Central Joint Health and Safety Committee (CJHSC).

10.02 Right to Refuse
An employee has the right to refuse unsafe work in accordance with the OHSA.

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

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

10.05 The Employer shall provide First Aid kits in the Workplace. The number and location of First Aid kits shall be reviewed annually by the Central Joint Health and Safety Committee.

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 OHSA;
   v. make recommendations in the establishment, provision, and monitoring of a program for the provision of personal protective equipment, clothing, devices or materials;
   vi. cooperate with Ministry of Labour inspectors;
   vii. monitor data on work accidents, injuries and health hazards; and
   viii. make recommendations in the planning of the implementation and in the implementation of changes that might affect occupational health and safety, including work processes and procedures.
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.

The CJHSC shall be provided with information as required by the OHSA.

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.

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

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.

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.

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).

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

10.07 Joint Health and Safety Committees (JHSC)

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

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

JHSCs shall be as established by the CJHSC and listed on the EOHSS website.

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

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.

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

The Employer agrees to pay the cost of certification training for employees who are appointed to a JHSC or CJHSC and who are designated to attend such training.

No employee shall be required or permitted to work on any job or operate any piece of equipment until she has received proper education, training and instruction.
(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.

10.10 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.

10.11 Access to the Workplace

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

10.12 Disclosure of Information

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

10.13 Ergonomics

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

10.15 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 Probationary employees with a bullet proof vest. Upon the completion of their respective probationary period, employees shall be fitted and issued a new bullet proof vest.
10.16 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.

10.17 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 her 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 her Employee Health/Return-to-Work file, Employee Medical file, and the file containing her personal information held by her 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 her personnel file with documents related to her 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 her 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 her Power of Attorney.

ARTICLE 12 – PROGRESSIVE DISCIPLINE AND DISCHARGE

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

12.02 The value of progressive discipline with the aim of being corrective in application is recognized by both Parties. 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 her 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 her hiring, the employee will be advised of the job requirements and the Employer’s expectations of successful job performance that she must meet by the end of probation.

13.03 Progress and Performance Reviews

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

(b) In the event the Employer requires more than 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 her 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 her 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 her seniority and her employment with the Employer will be deemed terminated for any of the following reasons:

i. she is discharged for just cause and not reinstated;
ii. she resigns or retires;
iii. after a layoff she fails to return to work as scheduled;
iv. she is laid off for at least 12 consecutive months;
v. she is absent from work without authorization from her Supervisor and without reasonable justification for 5 consecutive Shifts and fails to contact her Supervisor within 7 calendar days from the date a notice was sent by registered mail to the employee’s current address on file;
vi. she accepts severance pay;
vii. Subject to Article 13.08, she is unable to meet and maintain Special Constable status in accordance with the agreement between the University and the Hamilton Police Services Board; and
viii. she is 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 her 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, her 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 her 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, her 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 her Shift, or to report for duty in advance of her 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 her applicable hourly rate for each hour of overtime worked.

(f) An 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 any time, 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 her Supervisor.

16.03 In the event operational requirements, as determined by the Employer, prevent an employee from taking a meal period to which she is entitled, she 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:

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

(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:

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>Vacation Pay Entitlement as a percentage of earnings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>4%</td>
</tr>
<tr>
<td>1 but less than 4</td>
<td>6%</td>
</tr>
<tr>
<td>4 but less than 14</td>
<td>8%</td>
</tr>
<tr>
<td>14 but less than 15</td>
<td>8%</td>
</tr>
<tr>
<td>15 but less than 16</td>
<td>8%</td>
</tr>
<tr>
<td>16 but less than 17</td>
<td>9%</td>
</tr>
<tr>
<td>17 but less than 18</td>
<td>9%</td>
</tr>
<tr>
<td>18 but less than 30</td>
<td>10%</td>
</tr>
<tr>
<td>30 or more</td>
<td>12%</td>
</tr>
</tbody>
</table>
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 her 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 her full amount of vacation entitlement within the appropriate calendar year. A Supervisor and employee must make every effort to ensure the employee takes her full entitlement of vacation within the appropriate period. Notwithstanding the above, carryover of vacation to the following calendar year may occur if:

i. the Supervisor grants an employee’s request for carryover of up to 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 her Supervisor.

ARTICLE 18 – PAID HOLIDAYS

18.01 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
ii. A Holiday shall be considered as commencing 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 she shall be paid a holiday allowance of 8 hours pay at her hourly rate ("Holiday Pay").

ii. When an Employee is scheduled to work on a Holiday and provided her Shift commences on the Holiday, she will be paid for all hours worked on the Holiday at the rate of 1½ times her hourly rate plus she will be paid Holiday Pay.

iii. When an Employee is not scheduled but required to work on a Holiday and provided her Shift commences on the Holiday, she will be paid for all hours worked on the Holiday at the rate of 2 times her hourly rate plus she will be paid Holiday Pay.

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

i. if she is absent from work on her last regular scheduled Shift immediately preceding or immediately following such Holiday, except when her 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 she is scheduled or required to work on such Holiday and fails to do so; or

iii. When she has 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

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 & PROMOTIONS

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 an employee who requires accommodation pursuant to the Ontario Human Rights Code; and
ii. second, to an employee who is on layoff.

19.02 Investigator or Community Resource Officer (CRO) Vacancy

Should a vacancy for an Investigator or CRO occur, the Employer shall, if it determines to fill such vacancy, send an email to employees stating that it intends to fill the vacancy and the date by which application should be submitted, which will be at least 7 days from the date the email was sent.

19.03 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;
- wage rate;
- required qualifications, skills, ability, and relevant job experience;
- normally scheduled daily and weekly hours of work;
- the normal daily start and end times and other information relevant to the schedule of the position;
- the current location of the job;
- date the position is anticipated to be filled;
- closing date of the competition, i.e. job posting;
- the restriction of applications to current employees, if applicable; and
- 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.

19.04 Application Process

(a) Applicants are required to submit an updated resume with their application letter as per the instructions on the posting notice.

(b) All applications will be considered in confidence.
(c) All employee applicants to the posted vacancy who may be qualified for the position and who apply within the initial 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.

19.05 Selection of Successful Candidate(s)

(a) The Employer will base its selection of the successful applicant to fill a posted vacancy on the applicants' overall qualifications, skills, ability and relevant experience for the position. If the selection is to be made from two or more 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.

19.06 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 her application for a position. This meeting shall be conducted by the Director, Security Services.

19.07 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.

19.08 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) The Coach Officer will provide input to the Supervisor for the purpose of reviewing the progress of the new employee.

(iv) A premium of $2.00 per hour shall be paid to an employee for all hours she is 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 that she 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 her 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*. The Hay Method of Job Evaluation will be used for Pay Equity purposes.

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
(e) 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:

i. An Employee hired before July 1, 2008, provided the Employee collects a pension immediately upon leaving the University;

ii. An Employee 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. An employee hired on or after July 1, 2011, and 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 her 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 August 31, 2015, and as may be amended. Participation in this Plan is a condition of employment for Full Time Employees.
Effective September 1, 2017, Part Time Employees shall become eligible to participate in the Extended Health Plan and the following will apply:

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

(c) Eligible employees must enroll their eligible family members before benefits are provided.

### 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 August 31, 2015, and as may be amended. Participation in this Plan is a condition of employment for Full Time Employees.

(b) Effective September 1, 2017, Part Time Employees shall become eligible to participate in the Dental Plan and the following will apply:

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

(c) Eligible employees must enroll their eligible family members before benefits are provided.

### 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 August 31, 2015, 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

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 her 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. 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. 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 or addition of equipment, machines or instruments or the modification thereof resulting in modification of the employee’s tasks or skills required to fulfill the requirements of the position.

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.

The notice shall contain pertinent data, including:

i. The nature of the subcontracting or technological change;

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

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

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

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. 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.

24.03 Upon request, job descriptions will be available to employees through their immediate Supervisor.

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 her 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.
26.02 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, 26.05 and 26.06 shall not apply.

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

<table>
<thead>
<tr>
<th>Seniority</th>
<th>Weeks’ Notice</th>
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<tbody>
<tr>
<td>In probationary period</td>
<td>2</td>
</tr>
<tr>
<td>Over probationary period but less than 4 years</td>
<td>8</td>
</tr>
<tr>
<td>4 years but less than 6 years</td>
<td>10</td>
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<tr>
<td>6 years but less than 10 years</td>
<td>12</td>
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<td>10 years but less than 11 years</td>
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<td>18 years but less than 19 years</td>
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<td>19 years but less than 20 years</td>
<td>25</td>
</tr>
<tr>
<td>20 years or more</td>
<td>26</td>
</tr>
</tbody>
</table>

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

26.05 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 her employment will cease. Severance pay will be provided in accordance with Appendix C.

26.06 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 her 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, commencing with the date of death.

   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, commencing with the date of death.

(b) Where an employee’s scheduled vacation is interrupted due to the death of a member of her 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 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 her for jury or witness services and the amount she 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 her 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.

27.03 Court Hearings

When an employee is required by the Employer to attend court as part of her duties at a time when she is not scheduled to work, the following will apply:

(a) she will be paid for the time she is required to be in attendance at court, at a rate of 1½ times her 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 she is scheduled to work the night Shift prior to or following the court appearance, so that she 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 she 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.

27.04 Unpaid Personal Leave

Upon an employee’s request and subject to the approval of her 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 she pays both the Employee and the Employer benefit plan premiums in advance. The Employee will not participate in the Pension Plan for the duration of the leave.

27.05 Pregnancy and Parental Leaves and Eligibility

All employees are entitled to pregnancy and/or parental leaves in accordance with the ESA.

(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 her election. It is understood that an employee electing to take a pregnancy leave and a parental leave for the same child (or children) may elect to receive financial benefits for either leave (under either Option) but not both leaves.
(i) **Option A**
For each week of leave up to the 19th week, inclusive, the University will pay 90% of regular salary, less the maximum amount of weekly pay any individual is eligible to receive in accordance with the EIA (the “EI Max”), regardless of whether or not such amount is actually received by the employee. If the employee provides proof that his or her EIA entitlement is less than the EI Max, his or her weekly payment from the University will be 90% of regular salary less the amount of his or her EIA entitlement.

OR

(ii) **Option B**
For the first 4 weeks of leave, the University will pay 100% of regular salary.

(b) **Other Benefits**

(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 his or her normal share of the cost of these benefits, including pension contributions.

(ii) Any employee wishing to continue participation in any of the Employee-paid benefits, as may be applicable, such as Long-Term Disability (LTD), Optional Life insurance, and Accidental Death & Dismemberment (AD&D) insurance, must notify Human Resources Services of this decision in advance of the commencement of the leave and arrange for the payment (e.g. payroll deduction) of the Employee's normal share of benefit premiums.

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

(iv) An eligible employee who commences pregnancy or parental leave during her notice period under Article 26 may elect to suspend the notice period for purposes of Article 26 until the date her leave is scheduled to end, following which the balance of her notice period will resume.

### 27.06 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 her 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 his or her EIA entitlement is less than the EI Max, his or her weekly payment from the University will be 90% of regular salary less the amount of his or her 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).
27.07 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 she 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 her 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 her former position provided that it still exists, with full corresponding wage rate and any applicable benefits.

27.08 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, she shall, while serving in the office to which elected, be entitled to leave of absence on the following basis:
i. Parliament or Provincial Legislature; leave of absence, without pay, for a period of up to 5 years;

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

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

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

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

**27.09 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.

**27.10 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 she pays 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 she pays 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. 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. 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 she has assisted;
ii. The specific dates and times for which she has been granted release time as the Women’s Advocate;
iii. An aggregate summary of the matters she has handled; and
iv. An aggregate summary of the referrals she has made.

29.04 In all responses to domestic violence, the Parties shall respect employees’ confidentiality.

29.05 The Women’s Advocate may participate in harassment investigations as per Article 8, subject to the Discrimination Harassment and Sexual Harassment: Prevention and Response Policy, and in all cases will be informed of the outcome of any investigations involving a member of Unifor Local 5555.

29.06 Minute of Silence – Montreal Massacre

The Employer agrees to allow employees 1 minute of silence at 11:00 a.m. on December 6th of each year in observation of the women killed in the Montreal Massacre.

ARTICLE 30 – PERSONAL ILLNESS OR INJURY

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, she 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 she may be reached in her absence. Should the employee’s condition change during the absence such that there is a change to her expected date of return, she will notify her Supervisor, or designate, as soon as reasonably possible.

(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) Except as provided in Article 30.02(c), the costs of obtaining medical documentation, if any, shall be borne by the employee.

(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:

<table>
<thead>
<tr>
<th>Years of Continuous Service in the Bargaining Unit</th>
<th>Maximum Hours Pay per Benefit Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 months or less</td>
<td>Nil</td>
</tr>
<tr>
<td>More than 12 months</td>
<td>700</td>
</tr>
</tbody>
</table>

(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 she was 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 August 31, 2015, 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.

30.08 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 Union’s Health and Safety Co-ordinator shall be entitled to attend at her return to work meeting, if such a meeting is required by the Employer.

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 2 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.

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. Notwithstanding Article 34.02(a)(i), there is no guarantee of hours of work per day or week.

(b) Additional Hours & Overtime

i. Part Time Employees may be required to work hours in excess of scheduled hours.

ii. A Part-Time Employee who is unavailable to work on 3 such occasions over a 6 week period may be terminated by the Employer, and the Union and Part Time Employee shall not have recourse to the Grievance or Arbitration procedures with respect to the termination.

iii. If additional hours are assigned with less than 12 hours’ notice, and the Part Time Employee is unavailable to work, this shall not count as an occasion for the purposes of Article 34.02(b)(ii).

iv. 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.

v. 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.
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 YMPE\(^1\) 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 by the Canada Revenue Agency. For 2015, YMPE is $53,600.00 and will increase on a calendar basis.
**APPENDIX B – INITIAL UNIFORM**

The initial uniform issue shall include:

<table>
<thead>
<tr>
<th>Item</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>Body armour and carrier</td>
<td>Single cuff case</td>
</tr>
<tr>
<td>3 x trousers</td>
<td>Key pouch</td>
</tr>
<tr>
<td>4 x shirts</td>
<td>Radio clip and holster</td>
</tr>
<tr>
<td>Footwear</td>
<td>Glove pouch</td>
</tr>
<tr>
<td>Winter coat</td>
<td>OC holster</td>
</tr>
<tr>
<td>Raincoat</td>
<td>ASP holster</td>
</tr>
<tr>
<td>Sweater</td>
<td>Flashlight and case</td>
</tr>
<tr>
<td>Gloves</td>
<td>OC spray</td>
</tr>
<tr>
<td>Winter hat</td>
<td>Handcuffs</td>
</tr>
<tr>
<td>2 x dickie</td>
<td>ASP baton</td>
</tr>
<tr>
<td>Radio ear-piece</td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX C – SCHEDULE OF SEVERANCE ENTITLEMENT

The following will be the minimum level of severance pay:

<table>
<thead>
<tr>
<th>Complete Years of Service in the Bargaining Unit</th>
<th>Severance Pay in the Form of Weeks of Regular Pay</th>
<th>Severance Pay in the Form of Weeks of Regular Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employees hired on or before August 31, 2015</td>
<td></td>
<td>Employees hired on or after September 1, 2015</td>
</tr>
<tr>
<td>Less than 5</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>5</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>6</td>
<td>8</td>
<td>8</td>
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<tr>
<td>7</td>
<td>9</td>
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<td>11</td>
<td>11</td>
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<td>25</td>
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<tr>
<td>24</td>
<td>26</td>
<td>26</td>
</tr>
<tr>
<td>25</td>
<td>27</td>
<td>27</td>
</tr>
<tr>
<td>26 or more</td>
<td>28</td>
<td>28</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Rate Level</th>
<th>Current</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>$26.45</td>
<td>$26.65</td>
<td>$26.85</td>
<td>$27.05</td>
<td>$27.25</td>
</tr>
<tr>
<td>4</td>
<td>$27.64</td>
<td>$27.85</td>
<td>$28.06</td>
<td>$28.27</td>
<td>$28.48</td>
</tr>
<tr>
<td>5</td>
<td>$28.84</td>
<td>$29.06</td>
<td>$29.28</td>
<td>$29.50</td>
<td>$29.72</td>
</tr>
<tr>
<td>6</td>
<td>$30.04</td>
<td>$30.27</td>
<td>$30.50</td>
<td>$30.73</td>
<td>$30.96</td>
</tr>
<tr>
<td>7</td>
<td>$31.14</td>
<td>$31.61</td>
<td>$32.08</td>
<td>$32.56</td>
<td>$33.19</td>
</tr>
</tbody>
</table>

* The later of September 1, 2015 or the date that is 2 weeks following the date the parties exchange notice of ratification.

### NOTES:

- All new employees will commence at Rate Level 3. Progression through the Special Constable Rate Levels will be automatic on the employee’s anniversary date.
- **Investigator wage rate** - the Investigator will be paid at her applicable Rate Level plus 5.0%.
- **Community Resource Officer wage rate** – the CRO will be paid at her applicable Rate Level plus 4.0%. 
APPENDIX E – POST RETIREMENT BENEFIT CO-PAY PROGRAM

Full Time Employees hired into the Bargaining Unit on or after July 1, 2011, 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.

<table>
<thead>
<tr>
<th>Years of Continuing Service</th>
<th>Percentage of Yearly Cost Payable by Retirees</th>
<th>Percentage of Yearly Cost Payable by University</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 or more</td>
<td>25</td>
<td>75</td>
</tr>
<tr>
<td>25 or more but less than 30</td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>20 or more but less than 25</td>
<td>75</td>
<td>25</td>
</tr>
<tr>
<td>10 or more but less than 20</td>
<td>100</td>
<td>0</td>
</tr>
</tbody>
</table>
APPENDIX F – EMPLOYEE CONTRIBUTIONS TO THE HOURLY 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:

<table>
<thead>
<tr>
<th>Employee Contribution Rate on Regular Annual Salary</th>
<th>Employee Contribution Rate on Regular Annual Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to YMPE *</td>
<td>In Excess of YMPE</td>
</tr>
<tr>
<td>Current</td>
<td></td>
</tr>
<tr>
<td>6.50% of wage rate</td>
<td>8.75% of wage rate</td>
</tr>
<tr>
<td>Effective July 15, 2018</td>
<td></td>
</tr>
<tr>
<td>7.00% of wage rate</td>
<td>10.00% of wage rate</td>
</tr>
</tbody>
</table>

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 2015, YMPE is $53,600.00 and will increase on a calendar basis.

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-Provience Emergency Medical benefit ($10,000 lifetime), provided the employee is eligible for Post-Retirement Benefits.
Letter of Understanding
re: Task Force to Consider Corporal Role

During collective bargaining, the Union made a proposal to introduce the role of Corporal into the Bargaining Unit. In order to fully consider this proposal, the Parties have agreed as outlined in this Letter of Understanding.

The Parties agree to establish a joint working task force committee to discuss the potential creation of a Pilot Program to introduce the role of Corporal within the Bargaining Unit. The task force will include 2 members of the management team, the 2 employee members of the Union's bargaining team, and a volunteer Part Time employee. While the implementation of a Pilot Program and its parameters will be subject to the mutual agreement of the task force committee members, the members commit to good faith, open-minded discussions with a view to consideration of the following:

- duration of the Pilot Program
- the roles and responsibilities of Corporals,
- training of Corporals,
- additional compensation (if any),
- terms of appointment/assignment,
- operational issues (e.g. time off) vis-a-vis In-Charge Officers and Sergeants,
- criteria for appointment,
- evaluation and review (and renewal) of the Pilot Program
- and other matters as determined by the task force

Letter of Understanding
re: Dispatcher Roles

The Parties agree to establish a joint working task force committee to discuss the challenges employees experience when performing the dispatch role and to make recommendations to the Senior Manager/Staff Sergeant for potential solutions. The employee participants will be selected by the Union's Bargaining Committee. The task force committee members commit to good faith, open-minded discussions with a view to consideration of the following:

- the duties and responsibilities of employees performing the dispatch role,
- orientation and training for the dispatch role,
- resources to support employees in executing their dispatch duties,
- use of the technology in the communication centre,
- nuisance alarms and appropriate response to alarms,
- inappropriate use of dispatch for general University inquiries (e.g. directions, phone extensions)

The Parties acknowledge that the dispatch role is integral to the success of the Department and that employees performing such role are tasked with independent decision making based on sound judgment. The Parties agree that no employee shall be disciplined for non-culpable behaviour.

Any recommendations from this task force will be discussed at future LMC meetings. Any such recommendation subsequently implemented by the Employer will not be exercised in a manner inconsistent with the express provisions of the collective agreement. The Parties reiterate their commitment to administer and adhere to the collective agreement in good faith and in a fair and reasonable manner.
Letter of Understanding

re: the Agreement Between
McMaster University and the Regional Municipality of Hamilton-Wentworth
Police Services Board
(the “H-WPSB Agreement”)

The University and the Union acknowledge that, although not forming part of the Collective Agreement, the H-WPSB 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-WPSB Agreement.

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

Communication

- The University will provide a copy of the current H-WPSB Agreement to the Union, and will make a copy available to employees.
- The parties recognize the H-WPSB 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-Wentworth Police Services Board (the “Board”) pursuant to the H-WPSB 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, “the University shall forthwith report to the Board any material information, whether heretofore or hereafter received, concerning the misconduct of a special constable which comes or has come to the University’s attention, including any complaint received under paragraph 39 [complaints received from the public], and the Board may upon receipt of this information immediately suspend or terminate appointment of that special constable, subject to compliance with subsection 53(8) of the [Police Services] Act in the case of termination”.
- The parties further acknowledge that, in certain circumstances, once notified of a matter involving the misconduct of a special constable, the H-WPSB 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

RE: 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

REGARDING ROSTER OF ARBITRATORS

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

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

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

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

The CRO and Investigator positions were established as Special Constable positions to provide an opportunity for interested officers to acquire experience in community policing skills at the community liaison level through direct interaction with all levels of the Campus Community and to provide experience in criminal investigations and case management.

The CRO and Investigator positions will be for terms of two years each. At the end of each term, the Director may re-post the position for interested employees to apply.

Selection Process

(a) If the Employer chooses to fill a CRO or Investigator role, it will, in accordance with Article 19.05, offer the position to an employee who expresses interest at the time of posting, as follows:

(i) first, to a Full Time Employee;
(ii) if no Full Time Employee expresses interest at the time of the posting, then, to a Part Time Employee; and,
(iii) if no employee expresses interest, then the Full Time Employee with the least seniority will be appointed, provided that Employee is at least minimally qualified.

(b) Notwithstanding Article 19.05, and subject to (a)(i) and (ii) above, in the interest of professional development, the Employer may, at its discretion, give preference to applicants who have not previously held the role.

(c) Notwithstanding (a) or (b), the Employer may choose to not fill either position.

Part Time Employee as CRO and/or Investigator

If the role of either CRO or Investigator is ultimately filled by a Part Time Employee, she will be considered a Part Time Employee as defined in Article 3, but will be scheduled to work up to 40 hours per week for the duration of the assigned term.

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: COMPLAINT PROCESS

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), she will identify the Special Constable who is involved in the complaint and notify her in a timely fashion, including the particulars of the complaint, to the extent permissible and as soon as reasonably possible. 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 to the extent permissible and reasonably possible.

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 to the extent permissible and reasonably possible.

In any event, this Letter of Understanding shall have no effect on the application of Article 12.
Letter of Understanding re: Lump Sum Payments

1. Lump sum payment to all Part Time Employees:
   - payable on the later of September 1, 2015, or the date that is 2 weeks following the date the parties exchange notice of ratification: **$500.00 (gross)**, for each active Part Time Employee employed in the Bargaining Unit at the time of ratification and at the time of payment, subject to applicable statutory and payroll deductions.

2. Lump sum payments to Full Time Employees:
   - payable on the later of September 1, 2015, or the date that is 2 weeks following the date the parties exchange notice of ratification: **$1000.00 (gross)**, for each active Full Time Employee employed in the Bargaining Unit at the time of ratification and at the time of payment, subject to applicable statutory and payroll deductions.
   - payable July 15, 2018: **$512.00 (gross)**, for each Full Time Employee participating in the Pension Plan on July 15, 2018, subject to applicable statutory and payroll deductions, as an offset to increases to employee pension contributions.