

Collective Agreement

Between

**McMaster University
(the Employer)**

and

UNIFOR

**and its LOCAL UNION NO. 5555
(the Union)**

**Representing the Employees of Parking & Transit Services
(Unit 3)**

Expires Date: October 1, 2024

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ARTICLE 1 - TERM OF AGREEMENT

- 1.01** This Agreement shall be effective from October 1, 2021 and shall continue in effect up to and including the 30th day of September, 2024.
- 1.02** This Agreement shall continue automatically thereafter for annual periods of one 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 and its Local 5555, as the sole and exclusive bargaining agent for all Employees of the Parking and Transit Services employed at McMaster University in the City of Hamilton, save and except:
- a) persons exercising managerial functions or employed in a confidential capacity in matters relating to labour relations within the meaning of subsection 1(3)(b) of the *Ontario Labour Relations Act, 1995*;
 - b) casual employees;
 - c) employees in bargaining units for which any trade union held bargaining rights under the *Ontario Labour Relations Act* as of July 23, 2003.

ARTICLE 3 - DEFINITIONS

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

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

“Bargaining Unit” is defined as set out in Article 2.

“Day” means calendar day unless otherwise specifically stipulated.

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

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

“Employee” when printed with an initial upper case letter is an employee of McMaster University who is within the Parking and Transit Services bargaining unit.

“Employer” refers to McMaster University (the University).

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

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

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

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

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

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

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

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

“Wage Rate” refers to an Employee’s hourly rate of pay as set out in Article 21.

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

3.02 Types of Employees:

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

- (a) **“Full-time Employee”** means an Employee who works a regular work week of 40 hours.
- (b) **“Part-time Employee”** means an Employee who works a regular work week of 30 hours or less, subject to Article 15.04.
- (c) **Part-time Student Employee** means an Employee who has a work week of no more than 24 hours unless otherwise stipulated by this agreement and who is enrolled as a student in either an undergraduate or graduate program at McMaster University.
- (d) **“casual employee”** means an employee with no regular schedule who may be required to perform a part-time work assignment from time to time, when no regular Employees are available to work additional hours.

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

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 Management Rights

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

- i. maintain order, discipline and efficiency, including the right to plan, direct and control the workforce and otherwise generally manage the University;
 - ii. hire, select, locate, classify, promote, demote, transfer, retire, layoff, or recall Employees;
 - iii. discharge, suspend or otherwise discipline Employees, recognizing that a claim of unjust discipline or discharge by an Employee may be the subject of a grievance and dealt with as hereinafter provided;
 - iv. transfer or cease any position, department, programme operation or service; and,
 - v. establish, enforce and alter from time to time reasonable rules and regulations to be observed by Employees.
- (b) In the event that it is alleged that the University has exercised any of the foregoing rights contrary to the provisions of this Agreement, the matter may be the subject of a grievance and dealt with as hereinafter provided.

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

ARTICLE 5 – UNION REPRESENTATION

5.01 Union Representation

- (a) The Employer agrees to recognize up to 2 Union Representatives from Parking & Transit Services who will be authorized to represent Employees of Parking & Transit Services, of which one shall be the Unit 3 Chairperson and one shall be a Union Steward. In the event both Union Representatives are not at work, the Employer shall recognize an alternate Union Steward who shall have all of the rights, responsibilities and obligations of the Union Steward as set out in this Article 5.
- (b) The Union shall provide to the Employer the name of the Unit 3 Chairperson, Union Steward and alternate Union Steward. To the extent feasible, the Union will provide the effective dates and terms of appointment.
- (c) The Union shall advise the Employer within 10 days of appointment or election or of any subsequent changes. All Union Negotiating Committee members, the Unit 3 Chairperson, Union Steward and alternate Union Steward, will have completed their probationary period with the Employer.

5.02 Negotiating Committee

- (a) The Employer shall recognize a Union Negotiating Committee that may include, as determined by the Union:
 - a. the President of Unifor Local 5555;
 - b. the Unit 3 Chairperson;
 - c. one other Employee, as identified by the Union; and
 - d. other individuals not employed at the University, as identified by the Union.

- (b) The Unit 3 Chairperson and the one other Employee on the Union Negotiating Committee shall not suffer any loss of regular pay or benefits for the days of negotiations with the Employer up to and including conciliation.

5.03 Union Release Time

- (a) It is acknowledged by the Parties that the Unit 3 Chairperson and Union Steward have regular duties to perform as Employees of the Employer. Therefore, the Unit 3 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.

Paid Release Time

- (b) Subject to Article 5.03(a), release time shall be granted, 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

- (c) The Unit 3 Chairperson and Union Steward, provided they are Full-time Employees, shall be entitled to one 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.
- (d) If the Unit 3 Chairperson or Union Steward is a Part-time Employee, they shall not be scheduled to work during regularly scheduled Unifor Local 5555 representative meetings.
- (e) The Unit 3 Chairperson and Union Steward shall provide their Supervisor with at least two weeks' notice of each regularly scheduled Unifor Local 5555 representative meeting.
- (f) The time absent from work due to attendance at the Unifor Local 5555 representative meeting will be made up by the Unit 3 Chairperson and Union Steward.

Unpaid Release Time

- (g) Subject to Article 5.03(a), any release time required by the Unit 3 Chairperson or Union Steward to attend to Union business other than for the purposes outlined in Article 5.03(d) 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 3 Chairperson or Union Steward who is granted unpaid release time, the Union shall provide the Employer written notification. Upon receiving written notification, the Employer shall continue to pay

the Unit 3 Chairperson or Union Steward for such release time under this Article.

General Meetings

- (i) All Employees shall be entitled to 2 one-hour leaves, with no loss of regular pay or benefits, each fiscal year for the purposes of attending General Meetings of the Union. If required Employees will be granted reasonable travel time to and from General Meetings without loss of pay, to a maximum of 1 hour round trip.
- (j) The Union shall provide the University with written notification of the dates and times of these meetings at least 30 days in advance, where feasible. An Employee who plans to attend shall provide reasonable notice to their Supervisor.

5.04 President of Unifor Local 5555

- (a) 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.
- (b) The Union shall reimburse the Employer for 100% of the cost of compensation and benefits for the President of Unifor Local 5555.
- (c) All service or seniority-based entitlements shall continue to apply or accrue during leave, for example: seniority, wage rate increases, vacation and Union dues.
- (d) The President of Unifor Local 5555 shall return to their regular position at the end of leave, provided the position had not been declared redundant during the leave. In the event of a redundancy, Article 17 shall apply and the notice period shall commence upon return from leave.
- (e) 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.
- (f) It is acknowledged that the President of Unifor Local 5555 may or may not be an Employee. This Article 5.04 shall only apply to the President of Unifor Local 5555 when they are an Employee. In the event they are an employee of the University but in another bargaining unit, the terms of the applicable collective agreement shall apply with respect to release from their regular position.

5.05 Expert Advisors

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

5.06 Agreement Compliance

No Employee, other than the President of Unifor Local 5555, the Unit 3 Chairperson, or their designate(s), will be required or permitted to make any written or verbal agreement that conflicts

with the terms of this Agreement. The President of Unifor Local 5555 shall provide the Director, Employee/Labour Relations, with the names of such designate(s).

5.07 Union Membership and Dues

- (a) The Employer will deduct Union dues from the 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 10 Working 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 monthly dues requested shall not require deductions which are incompatible with the University's payroll system.
- (d) The Union shall indemnify and save the University harmless from any claims or any liability arising from or as a result of the deduction or non-deduction of Union dues.
- (e) Every Employee of the Bargaining Unit who is now, or hereafter becomes a member of the Union, shall maintain their membership in the Union.
- (f) Every new Employee shall, within 30 days after the commencement of their employment, become a member of the Union. The Employer will inform new Employees of this requirement and will deduct and remit to the Union all union dues, assessments and initiation fees, as directed by the Union.

5.08 Union Bulletin Boards

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

5.09 Social Justice Fund

The Employer agrees to pay into a special fund 2 cents per hour per Full-time 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
115 Gordon Baker Road
Toronto, Ontario
M2H 0A8**

ARTICLE 6 – COMPLAINT/GRIEVANCE AND ARBITRATION PROCEDURE

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

6.02 Union Grievance Committee

- (a)** The Employer shall recognize a Union Grievance Committee which consists of:
 - i.** the President of Unifor Local 5555 or designate; and
 - ii.** the Unit 3 Chairperson; and
 - iii.** the Union Steward.
- (b)** Recognizing that members of the Union Grievance Committee have regular duties to perform as Employees, Union Grievance Committee members will be given time off work to fulfill their responsibilities under this Article 6, including the investigation of a complaint. Before absenting themselves from their place of work, they must first obtain permission from their immediate Supervisor. Such permission will not be unreasonably withheld.
- (c)** Union Grievance Committee members shall experience no loss of earnings from regularly scheduled hours for time spent hereunder.

6.03 Grievance Definition

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

6.04 Types of Grievances

- (a)** Individual Grievance - a grievance alleging a violation of this Agreement affecting one Employee.
- (b)** Group Grievance - a grievance alleging a violation of this Agreement affecting more than one Employee. Such grievances shall be initiated within 45 Working Days of the circumstances giving rise to the difference and will commence at Step 1 of the Grievance Procedure. A Group Grievance shall be signed by each Employee who is grieving and a member of the Union Grievance Committee.
- (c)** Policy or Union Grievance - a grievance initiated by the Union on matters which involve the interpretation, application or administration of the Agreement in whole or in part. Such grievances shall be initiated within 45 Working Days of the circumstances giving rise to the difference and will commence at Step 2 of the Grievance Procedure.
- (d)** University Grievance - a grievance initiated by the Employer. Such grievances shall be initiated within 45 Working Days of the circumstances giving rise to the difference and will proceed to Step 3 by filing such grievance with the President of Unifor Local 5555.

6.05 Pre-Grievance Resolution

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

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

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

6.07 Step 1

- (a) When an Employee wishes to file a grievance, they will consult a member of the Union Grievance Committee, and the written, dated grievance, signed by both of them will be delivered to the grievor's immediate Supervisor within 10 Working 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 grievor's immediate Supervisor within 35 Working Days after the Employee became aware or ought reasonably to have become aware of the incident or circumstances giving rise to the alleged violation. A copy of the written grievance will also be delivered to the Director, Employee/Labour Relations.
- (b) The grievance will identify the nature of the grievance, including the Article alleged to be violated, and the remedy sought.
- (c) The Supervisor shall arrange to meet with the grievor. The grievor shall be accompanied by one member of the Union Grievance Committee.
- (d) The Union shall be given a written reply to the grievance within 15 Working Days following receipt of the written grievance and a copy shall be sent to the grievor.

6.08 Step 2

- (a) If the grievance is not resolved to the satisfaction of the grievor at Step 1, the grievor may, within 10 Working Days of the date on which the immediate Supervisor's reply was or should have been given, deliver the written grievance to the Supervisor's immediate supervisor.
- (b) The Supervisor's immediate supervisor, or designate, shall arrange to meet with the grievor and the grievor's immediate Supervisor to discuss the merits of the grievance. The grievor shall be accompanied by two members of the Union Grievance Committee.
- (c) The Union shall be given a written reply to the grievance within 15 Working Days following the receipt of the written grievance and a copy shall be sent to the grievor.

6.09 Step 3

- (a) If the grievance is not resolved to the satisfaction of the grievor at Step 2, the grievor may, within 10 Working Days of the date on which the Supervisor's immediate Supervisor's reply was or should have been given, deliver the written grievance to the Assistant Vice-President & Chief Facilities Officer.
- (b) The Assistant Vice-President & Chief Facilities Officer, or designate, shall arrange to meet with the grievor and the Union Grievance Committee.
- (c) The Parties agree that Employee relations issues are normally best resolved on an informal basis between the Parties. However, beginning at Step 3 and with at least 3 Working Days notice, either Party may be accompanied by legal counsel or another qualified consultant of their choice.

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

6.10 Step 4 - Arbitration

- (a) Failing a satisfactory settlement at Step 3, the grievance may be referred to Arbitration within 10 Working Days of the date on which the reply to Step 3 was given, or should have been given, but not thereafter.
- (b) No grievance may be submitted to Arbitration which has not been properly carried through the Grievance Steps except as permitted by Section 49 of the *Ontario Labour Relations Act, 1995*.
- (c) When either Party to this Agreement requests that a grievance be submitted to Arbitration, they shall make such request in writing addressed to the other Party. The Employer and the Union shall, by agreement, select 1 person as Arbitrator to whom such grievance may be submitted for Arbitration. Failing agreement, the Parties shall select a name from the Letter of Understanding regarding Roster of Arbitrators to act as a sole Arbitrator on rotational basis.
- (d) The Arbitrator shall hear and determine the matter in dispute, and issue an award which shall be final and binding upon the Parties to the Agreement. The Arbitrator shall, however, have no authority to add to, subtract from, or alter any provision of this Agreement, or make an award which has such effect.
- (e) The Arbitrator has all the duties and powers of an arbitration board as stated in the *Ontario Labour Relations Act, 1995 (OLRA)*, as amended from time to time. In accordance with the *OLRA*, the Arbitrator may extend the time for the taking of any step in the Grievance or Arbitration Procedure under the Agreement, notwithstanding the expiration of such time, where the Arbitrator is satisfied that there are reasonable grounds for the extension and that the opposite Party will not be substantially prejudiced by the extension.
- (f) The Union and Employer will share equally the fees and expenses of the Arbitrator. Employees who are called as witnesses at arbitration hearings shall be given release from their regular duties with no loss of regular pay and benefits. Each Party shall bear the expenses of its representatives and participants and for the preparation and presentation of its own case.

6.11 General

- (a) The Parties may agree in writing to extend the time limits for any Step of the Grievance Procedure or for referring the matter to Arbitration. The Parties may also agree to waive any step in the grievance procedure.
- (b) In the event that a Party fails to reply in writing within the time limits prescribed in the Grievance Procedure, the other Party may submit the matter to the next Step as if a negative reply or denial had been received on the last day for the forwarding of such reply. When no action is taken to submit the matter to the next Step within the time limits set out in this Article 6, the grievance will be deemed to have been withdrawn or settled, as the case may be.
- (c) No grievance shall be deemed to be invalid or abandoned due to a minor technical irregularity.

- (d) The employment of probationary Employees may be terminated at any time during the probationary period, and they will not have recourse to the grievance and arbitration procedure except as specified in Article 13.
- (e) In accordance with Article 12.05, any claim of unjust discipline or discharge will be submitted to the Grievance and Arbitration Procedures Article 6 (Grievance Procedure) within 5 Working Days from the date of receipt of notice by the Unit 3 Chairperson with a copy to the President of Unifor Local 5555. In the case of suspension or discharge, the grievance will commence at Step 3. In all other cases of discipline, the grievance will commence at Step 2.

ARTICLE 7: NO STRIKES OR LOCKOUTS

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

ARTICLE 8 - RESPECTFUL WORKPLACE

8.01 Respectful Workplace

The Parties agree that all Employees shall be entitled to a respectful workplace free of discrimination, sexual violence, sexual harassment and workplace harassment, and further agree to foster such a workplace. The University has policies on these topics, including the *Discrimination and Harassment Policy* and the *Sexual Violence Policy*.

8.02 No Discrimination

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

8.03 No Sexual Violence or Harassment

- (a) Sexual Violence means any sexual act or act targeting a person’s sexuality, gender identity or gender expression whether the act is physical or psychological in nature, that is committed,

threatened or attempted against a person without a person's consent, and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism and sexual exploitation.

(b) Sexual Harassment means engaging in a course of vexatious comment against an individual because of sex, sexual orientation, gender identity or gender expression where the course of comment or conduct is known or ought reasonably to be known to be unwelcome; or making a sexual solicitation or advance to an individual where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the individual and the person knows or ought reasonably to know that the solicitation or advance is unwelcome. Such Harassment may involve one incident or a series of incidents. In this context, sexual harassment includes but is not limited to:

- i. sexual assault;
- ii. any reward or promise of reward, whether explicit or implicit, for complying with a sexual solicitation or advance;
- iii. any reprisal or threat of reprisal, whether explicit or implicit, for refusing to comply with any sexual solicitation or advance;
- iv. any harassing behaviour of a sexual nature, verbal or non-verbal, directed at one or more individuals or groups, that creates an intimidating, hostile or offensive environment or interferes with academic or work performance, in a manner that exceeds the bounds of freedom of expression and academic freedom;
- v. discriminatory action based on sexual stereotyping; and
- vi. other harassing behaviours of a sexual nature, whether verbal or non-verbal.

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

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

(d) Workplace Harassment means engagement in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. "Vexatious" comment or conduct is comment or conduct made without reasonable cause or excuse. Harassment includes Sexual and/or Gender-Based Harassment, Workplace Sexual Harassment, and abuse of authority over an Employee.

- (e) In and of itself, the fact of the Employer exercising management rights in accordance with Article 4 shall not constitute workplace harassment, including but not limited to the issuance of discipline, performance management, and attendance management.

8.04 Employee's Options for Resolution

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

- (a) take direct action by informing the individual who is the source of the behaviour that it is unwelcome and unwanted, and request that the individual stop the behaviour, and by documenting the events including the date, time, location, witnesses and details;
- (b) report the concern to their Supervisor or an Intake Office and seek assistance in addressing the issue under the University's *Discrimination and Harassment Policy* or *Sexual Violence Policy* either informally or formally;
- (c) report the concern to a Union Representative and seek assistance in addressing the issue, which may include reporting the concern to an Intake Office or initiating a grievance under Article 6;
- (d) report the concern to the Women's Advocate who may refer the Employee to the appropriate resources;
- (e) in the case of some discrimination issues, file a complaint with the *Ontario Human Rights Tribunal* and to seek redress under the *Ontario Human Rights Code*.

8.05 Investigation

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

8.06 General

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

8.07 Racial Justice Advocate

- (a) The Employer and the Union recognize that Employees who experience racism or race-related concerns may sometimes wish to discuss these experiences or concerns with someone who has lived experience, knowledge and skills related to racial justice. The Employer and the Union will recognize the role of the Unifor Racial Justice Advocate.
- (b) The Racial Justice Advocate is an individual who identifies as a member of a Black, Indigenous or Racialized community, whose role will include:

- (i) Listening and providing support to Black, Indigenous and Racialized members including concerns related to racial discrimination and racial violence;
 - (ii) Promoting access to community culturally appropriate services, including the resources and supports available through the Equity and Inclusion Office and Human Resources;
 - (iii) Assisting with racial justice initiatives, where appropriate; and
 - (iv) Networking with allied organizations and local community partners.
- (c) The Unifor Local Union President is responsible for the selection of the Racial Justice Advocate chosen based on recommendations from the Unifor 5555 AWOC (Aboriginal and Workers of Colour) committee.
- (d) Should the Racial Justice Advocate be a Unit 3 member, and require time off the job in order to fulfill their duties, the union, if in agreement, will submit a leave of absence request for approval by the Employee's Supervisor and such approval shall not be unreasonably denied.
- (e) On or before December 1 of each year, the Union will provide a detailed report to the University's Management Liaison to the Racial Justice Advocate, accounting for the specific activities over the previous 12 months, including:
- i. the total number of Employees they have assisted;
 - ii. the specific dates and times for which they have been granted release time;
 - iii. an aggregate summary of the matters they have handled; and
 - iv. an aggregate summary of the referrals they have made.

8.08 Recognition of March 21 – the International Day for the Elimination of Racial Discrimination

- (a) The Parties agree to recognize March 21 as the International Day for the Elimination of Racial Discrimination.
- (b) The Employer agrees to allow Employees one minute of reflection at 11:00 a.m. each year in recognition of the Day and to re-affirm the joint commitment to end racism.

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 in electronic form commencing on the pay date immediately following the date of ratification and every 4 weeks thereafter:
- (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,

preferred gender identity, 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 Employee type (per Article 3.02), terminations, including resignations and retirements, and leaves;
 - (c) as they occur, notification of deaths of current Employees and of Employees moving outside the Bargaining Unit by e-mail;
 - (d) a listing of all Employees who are on Salary Continuance and have been for a month or more; and
 - (e) such other information as may be set out elsewhere in this Agreement that is required to be given.
- 9.04** The Employer will provide Unifor Local 5555 with 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 Representatives of Unifor Local 5555 Unit 3 in accordance with Article 5.01(b); and
 - (b) such other information as may be set out elsewhere in this Agreement that is required to be given.

ARTICLE 10: HEALTH AND SAFETY

10.01 General

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

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

10.02 Right to Refuse

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

10.03 Certified Health and Safety Workers

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

10.04 No Disciplinary Action

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

- 10.05** 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

The Parties agree that there will exist a Central Joint Health and Safety Committee (CJHSC) in accordance with Article 10.06 of the collective agreement between the Parties in respect of Unit 1.

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 in accordance with Article 10.07 the collective agreement between the Parties in respect of Unit 1.

10.08 Education and Training

- (a) The Employer agrees to pay the costs for certification training of Employees appointed to a JHSC or CJHSC as required to meet the *OHSA* obligations.
- (b) Unless otherwise agreed by the Parties, Employees once appointed and upon request, will be provided with access to the first locally available core certification training program, subject to the operational needs and reasonable scheduling requirements of the Employer. An Employee who is denied the first locally available core certification training program shall take the next available training.
- (c) Approval to attend certification training will not be unreasonably withheld.
- (d) No Employee shall be required or permitted to work on any job or operate any piece of equipment until they have received proper education, training and instruction.

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

10.09 Accident and Incident Investigations

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

10.10 Right to Accompany Inspectors

- (a) The Employer shall notify the Union when a government Inspector (health and safety, or environment) is to visit the Employer's premises as soon as practicable.
- (b) The Unifor 5555 Health & Safety Coordinator or designate and, if the Unifor 5555 Health & Safety Coordinator or designate is not Certified, an appropriate Certified Worker shall accompany government Inspectors (health and safety, or environment) on an inspection tour and have the opportunity to speak with the Inspector privately.
- (c) The Employer shall give a copy of the reports or any other written documents received from the Inspector to the appropriate Unifor 5555 Health & Safety Coordinator and to the CJHSC.
- (d) The Employer shall give a copy of any replies to such reports or documents to the appropriate 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 Act* and related University policies and programs.
- (b) In accordance with *OHSA*, the Employer shall notify the Union and all Committees of all new substances and processes to be introduced on University premises, by their chemical and trade names, noting potentially harmful effects, their maximum allowable levels, and what kinds of precautions will be taken.

10.13 Ergonomics

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

10.14 Safety Equipment

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. Clothing allowance shall be provided in accordance with Article 31.

10.15 First Aid/CPR Certification

- (a) The Employer will continue to provide access to First Aid/CPR and recertification training at no cost to Employees.
- (b) Training will normally be held during the work day and in any event without loss of pay.
- (c) If the training occurs outside of the Employee's normal shift, they will receive Compensating Time Off to attend these sessions.

10.16 National Day of Mourning

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

ARTICLE 11 – EMPLOYEE INFORMATION

11.01 Personnel Files

- (a) The Employer and the Union agree that the Employer shall maintain personnel records. The Employee will advise Human Resources Services (HR) immediately 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 as well as any documentation in accordance with Article 12 and Article 13, all of which is normally copied to the Employee concurrent with their addition to the file.
- (c) Employees shall have the right to examine their personnel file in the presence of a member of Human Resources Services staff, by appointment. Upon request and within 5 Working Days following the request, Employees will be provided with a photocopy of any requested documents from their file. The Employee is free to point out any alleged factual errors and proven errors will be corrected. On the same basis, an Employee will have access to their Employee Health/Return-to-Work file, Employee Medical file, and the file containing their personal information held by their Supervisor.
- (d) Upon receipt of a written request from the Employee, Human Resources Services will confirm that all warnings and suspensions have been destroyed in accordance with Article 12.
- (e) Employees may supplement the contents of their personnel files with documents related to their employment by forwarding such documents to Human Resources Services.
- (f) Employees will notify Human Resources Services of changes in information related to spouses and dependents necessary to administer benefits.
- (g) Subject to legal and/or statutory requirements, when Human Resources Services receives requests from an external agency for personal or employment related information regarding

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

11.02 Confidentiality of Personnel Files

Access to personnel files will be limited to:

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

11.03 Employee Health / Return-to-Work Files

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

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

11.04 Employee Medical Files

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

ARTICLE 12: PROGRESSIVE DISCIPLINE AND DISCHARGE

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

12.02 The value of progressive discipline with the aim of being corrective in application is recognized by both Parties. Except in extreme cases, discharge for just cause shall be preceded by a documented

record of non-disciplinary counselling, warnings (written or oral) and/or suspension (with pay or without pay).

12.03 Disciplinary Process

- (a)** Prior to disciplining an Employee, the Employer will notify the Unit 3 Chairperson, with a copy to the President of Unifor Local 5555, of the nature of the alleged offence.
- (b)** Following notification of the Unit 3 Chairperson, the Employer will meet with the Employee and a Union Representative. At this meeting, the Employer will advise the Employee of the alleged offence and provide the Employee with an opportunity to respond.
- (c)** Within 5 Working Days of this meeting, or any additional meeting that the Employer may require, the Employer will decide whether or not discipline is to be imposed, and if so, at what level, and this decision will be communicated orally and in writing at a meeting with the Employee and Union Representative. A copy of the written decision will be provided to the Unit 3 Chairperson with a copy to the President of Unifor Local 5555.
- (d)** In cases of suspension without pay, the suspension will be served beginning on one of the following two dates:
 - i.** if the decision to suspend is not subject to a grievance, the first date the employee is scheduled to work following 5 Working Days from the date the suspension was communicated to the Employee; and
 - ii.** if the decision to suspend is subject to a grievance, the first date the employee is scheduled to work following a denial of the grievance at Step 3.

12.04 Immediate Administrative Leave Pending Investigation

- (a)** In cases where it is necessary to remove an Employee from the workplace immediately, such as those which involve serious insubordination, a threat to the safety of a person, or assault, an Employee may be immediately placed on Administrative Leave without loss of pay pending further investigation and Article 12.03 shall not then apply. The Employer shall notify the Unit 3 Chairperson or designate and the President of Unifor Local 5555 of an Administrative Leave as soon as the Employer is aware of the situation and prior to notifying the Employee, or as soon as reasonably practicable.
- (b)** The Employer will make its best efforts to ensure that the Employee who is being placed on an Administrative Leave is given an opportunity to speak with their Union Representative before leaving campus, unless there is a threat to safety as determined by the Employer.
- (c)** As soon as reasonably practicable, the Employer will inform the Union of the nature of the allegations made against the Employee, if any.
- (d)** If, following the investigation, the Employer intends to discipline the Employee, the disciplinary process set out in Article 12.03 shall then apply.

12.05 Grievances

Any claim of unjust discipline or discharge will be submitted to the Grievance and Arbitration Procedures Article 6 (Grievance Procedure) within 5 Working Days from the date of receipt of notice by the Unit 3 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 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 A newly-hired Employee will be on probation for a period of 3 calendar months. If a newly hired Part-time Employee has not completed 200 hours of work by the end of 3 calendar months, their probationary period will extend to the completion of 200 hours, or 6 months, whichever is less.

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

13.03 Any training of Employees required by the Employer will be scheduled as soon as possible within the Employee's availability following the date of hire. Employees will attend and complete required training as laid out in the departmental training manual, which will be created and implemented within three months of ratification.

13.04 Progress and Performance Reviews

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

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

(c) If in the Employer's opinion, the Employee's performance and progress does not meet the job requirements, but may by the end of an extended probationary period, or if there has been insufficient opportunity to assess the Employee's performance, the Employer, the Employee and the Unit 3 Chairperson may then mutually agree to extend the probationary period.

13.05 At the end of the probationary period, if performance is deemed to be satisfactory, the appointment will be considered to be confirmed.

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

(c) The Union shall be notified in advance of any such termination.

ARTICLE 14 - SENIORITY

14.01 Definition and Calculation of Seniority

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

14.02 Seniority List

- (a) The Employer will maintain 2 separate seniority lists, for Full-time and Part-time Employees, respectively, showing the date upon which the Employee commenced their most recent employment with the Employer. 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. No more than twice per calendar year, with one month's notice per request, the President of Unifor Local 5555 may request in writing to Human Resources Services, a copy of the current seniority lists.
- (b) The seniority lists shall be used to determine seniority for the purposes of this Agreement. It shall be deemed correct until such time as an error is brought to the attention of the Employer by the Union, and will not be retroactive if such an amendment would require a change to an Employer decision based on the earlier seniority list.
- (c) Seniority for Full-time and Part-time Employees shall be maintained on separate seniority lists. For the purpose of competitive seniority, except as otherwise specified in this Agreement, Full-time Employees shall have priority over Part-time Employees.
- (d) Only those Employees who have completed their probationary period as defined in Article 13 will appear on a seniority list.

14.03 Loss of Seniority

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

 - i. they are discharged for just cause and not reinstated;
 - ii. they resign or retire;
 - iii. after a layoff they fail to return to work as per Article 17;
 - iv. they are laid off for a period longer than provided in Article 17;
 - v. they are absent from work without authorization from their Supervisor and without reasonable justification for 5 consecutive Working Days and fails to contact their Supervisor within 7 calendar days from the date a notice was sent by registered mail to the Employee's current address on file; and
 - vi. they accept severance pay.
- (b) An Employee who accepts a position with the Employer outside the Bargaining Unit on or after the effective date of this Agreement will cease to accrue seniority and will lose their status as an Employee, except as provided in Article 19.01.

14.04 Seniority for Union Representatives

- (a) All Local Union Representatives on a full-time release, the Unit 3 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 – Full-time Employees

- (a) The regular work week for a Full-time Employee shall consist of 40 hours made up of 8 hours per day, worked within 8.5 continuous hours, Monday to Friday.

Temporary Change

- (b)
 - (i) Where a Full-time Employee's regular schedule or shift is to be changed on a temporary basis (i.e. not on an on-going basis) by the Employer, the Employee shall be provided with notice of the change and its expected duration as soon as practicable but in any event, no later than 10 Working Days prior to the change.
 - (ii) If the Supervisor is unable to provide 10 Working Days' notice, the Employee will be paid for all hours worked outside of her regular schedule or Shift at a premium rate of time and a half.
 - (iii) Articles 15.03(c)(i) and 15.03(c)(ii) shall not apply where the temporary change is the result of a mutual agreement among the Employee, their Supervisor, and another Employee with respect to a change of hours or Shift.

15.03 Standard Work Week – Part-time Student Employee

- (a) During the Fall/Winter academic session, the work week for a Part-time Student Employee shall consist of not more than 24 scheduled hours and not less than one shift of 3 consecutive hours. This limit may be exceeded only with the prior agreement of the Union.
- (b) Outside the Fall/Winter academic session, Part-time Student Employee may work up to 40 hours per week, provided that the regular working hours of Full-time Employees are not reduced as a result.
- (c) Part-time Student Employees shall provide their Supervisor with their availability to work for each of the periods September to December, January to April and May to August. Such availability shall be provided on or before August 15, December 15 and April 15, respectively. If such availability is not provided on or before those dates, the Employee's availability shall be considered to be unchanged.
- (d) Shifts will be made up of work days of up to 8 hours but no less than 3 consecutive hours.
- (e) Part-time Student Employees shall be guaranteed the offer of one shift per week of at least 3 consecutive hours consistent with their availability as provided to their supervisor. It is

understood that Part-time Student Employees are normally required to be available and work these hours.

15.04 Standard Work Week – Part-Time Employee (Non-Student)

- (a) The regular work week for Part-time Employees shall be as communicated to the Employee upon their appointment and determined in accordance with operational needs.
- (b) All Part-Time Employees will be offered not fewer than one shift of at least 3 consecutive hours.
- (c) Part-time Employees are scheduled according to operational requirements, normally to a maximum of 30 hours per week. The cap on Part-time Employee hours can be exceeded from time to time to respond to operational requirements provided that no Full-time Employees' hours are reduced as a result. In all other circumstances, Employees may be scheduled in excess of 30 hours by agreement of the Parties.

15.05 Scheduling of Hours

- (a) The Employer will include the normally scheduled daily and weekly hours of work in each job posting. The Employer will confirm at the time of appointment the normal schedule, including normal start and end times. An Employee may confirm their hours with their Supervisor at any time.
- (b) Schedules shall be posted at least one week in advance of the commencement of that schedule.
- (c) Employees will be notified of any changes to the schedule as soon as practicable. There shall be no loss of hours due to such a change of schedule.
- (d) Where a Full-Time Employee's regular schedule, shift or hours of work per week are to be changed on an ongoing basis, 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.
- (e) An Employee may agree to work another Employee's scheduled shift provided the Employee is in the same classification and subject to the written approval of the Supervisor. Such approval shall not be unreasonably denied. Such a mutually agreed arrangement will not occasion overtime nor will it be considered a breach of Articles 15.02 or 15.03.
- (f) A Part-time Employee or Part-time Student Employee may be scheduled to work split shifts provided they have indicated their willingness to do so and such shifts are consistent with their availability. A split shift is 2 shifts of no less than 3 consecutive hours each in a 12-hour period.

15.06 Reporting Absences

Employees are responsible for reporting to work on time on each scheduled work day. When an Employee is absent from work, they will notify their Supervisor or designate by telephone before the beginning of the work period or as soon as practicable. The Employee shall inform their Supervisor or designate of the reason for the absence, the expected time of their return to work and a telephone number where they may be reached in their absence.

15.07 Meal and Break Periods

- (a)** Employees scheduled for an 8-hour work day will receive a 30-minute unpaid lunch period and 2 paid break periods of 15 minutes each.
- (b)** Employees scheduled for a work day of less than 8 hours will receive a paid 15-minute break period for each 4 hours worked and one 30-minute unpaid meal break for all shifts in excess of 5 hours.
- (c)** Employees scheduled for a work day of 8 hours who are then required to work 2 hours of overtime or more shall receive an additional unpaid meal period of 30 minutes. In addition, such Employees are entitled to reimbursement for the cost of a meal in accordance with University Policy.
- (d)** Meal and break periods are subject to the work needs of the department and schedules shall be mutually agreed to where possible and are subject to change based on the work needs of the department. Break periods worked shall not be calculated as overtime nor can they be banked to accumulate paid time off.
- (e)** Where an Employee is required by her Supervisor to work through her break, the Employee will be given either pay or time off in lieu in accordance with Articles 15.07 and 15.08.

15.08 Additional Hours of Work and Overtime

- (a)** The Parties recognize that the University's operations may require the performance of additional hours of work and overtime. To the extent feasible, overtime will be on a voluntary basis. Should sufficient Employees not be available to meet these requirements, then Employees will be assigned to work the additional hours of work or the overtime. Whenever possible, the Employer will provide reasonable notice of additional hours of work and overtime requirements. Where reasonable notice is not provided and except in the case of emergencies, the Employee may refuse to work additional hours of work and/or overtime. An Employee may refuse overtime work in excess of 5 hours per week even if reasonable notice is provided.
- (b)** The Employer will attempt to allocate additional hours of work and overtime on an equitable basis among available, qualified Employees who normally perform those duties.

15.09 Overtime

- (a)** Overtime is time worked by an Employee:
 - i.** in excess of 8 hours per day;
 - ii.** in excess of 40 hours per week; or,
 - iii.** for a Full-time Employee only, on a sixth or seventh day in a week.
- (b)** Where an Employee works overtime, the Employee shall be paid at an amount equal to 1.5 times their regular hourly rate for each hour worked.
- (c)** There shall be no duplicating or pyramiding of overtime or premium payments unless provided herein.
- (d)** All additional hours of work or overtime hours of work must be authorized by the Employee's supervisor in advance of it being worked. The Employee and their supervisor

will determine the mechanism required for such authorization. The Employer may delegate this authority.

15.10 Payment of Overtime or Compensating Time Off

- (a) Overtime may be compensated in pay or Compensating Time Off at the equivalent rate, as agreed between the Supervisor and Employee before the overtime is worked.
- (b) Where the granting of Compensating Time Off is agreed to, it will be scheduled at a mutually agreeable time normally no later than March 31 for work performed in the 12 month period ending December 31.
- (c) Should this not be possible, the Supervisor is responsible for ensuring that the Employee receives payment at the applicable rate by April 30 unless the Employee and the Supervisor agree to extend the period for the taking of Compensating Time Off.
- (d) Upon termination, an Employee will be paid for outstanding accumulated overtime.

15.11 (a) Shift Leader Additional Duties Pay

The Employer may assign the duties of a Shift Leader to another Employee, as required. The assigned Employee will be paid Additional Duties Pay above their regular wage rate for the hours so assigned in the amount of \$2.15 per hour.

(b) Shift Premium

- i. Full-time Employees working after 5:00 p.m. shall be paid a shift premium of 80 cents per hour (effective on the date of ratification, \$1.00) for those hours worked after 5:00 p.m.; and,

(c) Trainer Premium

An Employee assigned by the University to train a newly hired Employee shall be paid a Training Premium of 2% of their regular hourly wage, per hour, for those hours so assigned. Shift Leaders are not entitled to the premium.

15.12 Call-Back

When an Employee who has completed their normal work day and has left the University premises, is required by their Supervisor or designate to return to work, they shall be entitled to Call-Back pay. An Employee entitled to Call-Back pay will be paid at 1.5 times their regular rate with a minimum of 4 hours.

ARTICLE 16 - LEAVES OF ABSENCE

16.01 Bereavement

- (a) An Employee shall be entitled to a bereavement leave without loss of regular pay and benefits in the event of the death of a member of 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, excluding paid holidays.

- 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 grandparents, step-mother, or step-father, the bereavement leave shall be up to 5 consecutive calendar days, excluding paid holidays.
- (b) Where an Employee's scheduled vacation is interrupted due to the death of a member of her family, the Employee shall be entitled to bereavement leave in accordance with Article 16.01(a). The portion of the Employee's vacation which is deemed to be bereavement leave shall be rescheduled in accordance with Article 16.04(b).
 - (c) If bereavement leave is required in the event of the death of a person significant to the Employee and not specifically named in Article 16.01(a) or additional bereavement leave is required in circumstances covered by Article 16.01(a), it may be granted up to a maximum of 3 days by arrangement with the Employee's Supervisor. Such request will not be unreasonably denied.

16.02 Jury Duty / Court Service

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

- (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.

16.03 Unpaid Personal Leave

A personal leave may be granted for a variety of reasons for a period of up to 16 months at the discretion and approval of the Supervisor. The Employee may continue to participate in the Employer benefit plans, provided she pays both the Employee and the Employer benefit plan premiums in advance. The Employee will not participate in the Pension Plan for the duration of the leave.

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

16.04 Vacations

(a) Entitlement Schedule

- i. Full-time Employees shall be entitled to annual paid vacation at their regular rate of pay based on the number of years of service at June 30.

Less than one year	1.25 days per month*
1 but less than 4 years service	15 days
4 but less than 14 years service	20 days
14 but less than 15 years service	21 days
15 but less than 16 years service	22 days
16 but less than 17 years service	23 days
17 but less than 18 years service	24 days
18 but less than 30 completed years	25 days
30 or more completed years	30 days

* expressed in Working Days per completed months of service

- ii. Vacation for employment service over the 12 months to June 30 which is less than 2080 hours will be appropriately pro-rated.
- iii. Part-time Employees and Part-time Student shall be entitled to vacation time in accordance with the *Employment Standards Act, 2000*.
- iv. The vacation entitlement for the current calendar year that is reported on pay statements will be forecasted in January, based on the length of continuous service as at June 30 in that calendar year. The forecasted entitlement reported shall be subject to change should there be any changes in an Employee's forecasted
- v. Vacation pay for Part-time Employees and Part-time Student Employees shall be provided on each bi-weekly pay in the amount of 5% of regular earning for Employees with less than 5 years of service and 6% for Employees with 5 or more years of service.
- vi. Notwithstanding Article 16.04 (a)(i), Employees on leaves of absence shall accrue vacation pay based on their earnings.
- vii. Supplemental Unemployment Benefits (SUB) received during a pregnancy, parental, or family medical leave shall be deemed to be earnings for the purpose of Article 16.04(a)(i) and shall be deemed to be earned at 100% of the Employee's regular rate of pay (irrespective of the actual SUB and/or Employment Insurance Benefits received during such leaves).
- viii. Salary Continuance received in accordance with Article 30.02 shall be deemed to be earnings for the purposes of Article 16.04(a)(i).

(b) 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. Full-time Employees will be required to submit their vacation requests by February 1. Vacation schedules will be posted on or before March 1.
- iii. Request for changes to the schedule must be made in writing and approved by the Supervisor. Approval will not be unreasonably withheld and will be subject to operational requirements. An Employee who has failed to submit a vacation request by February 1 may not subsequently rely on seniority to establish priority in the scheduling conflict.

(c) Vacation Year

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

(d) Carryover

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

- i. the Supervisor grants an Employee's request for carryover of up to 5 days or, in extraordinary circumstances, up to 10 days; or
- ii. operational necessities identified by the Supervisor prevent the scheduling of vacation days.

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

16.05 Paid Holidays

(a) Holidays

- i. The Employer recognizes the following paid holidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

The Christmas holiday period will include at least five (5) scheduled holidays including floating holidays as outlined in the Holiday Schedule on the University's web site.

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

iii. Part-Time Employees

Paid Holidays for all Part-time Employees shall be paid on a proportional basis. The calculation shall be based on an averaging of the hours worked in the 4 weeks preceding the paid holiday, as outlined in the Employment Standards Act.

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

(b) Leaves

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

- i. by payment for day(s) in the leave of absence period, or;
- ii. by time off in lieu following their return from the leave of absence.

(c) Working on a Paid Holiday

In the event a Full-time Employee is scheduled to work on a paid holiday, they shall receive either:

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

In the event a Part-time Employee is scheduled to work on a paid holiday, they shall receive a minimum of 3 hours of pay at the rate of 1.5 times the Employee's regular straight time rate of pay in addition to their holiday pay

16.06 Pregnancy and Parental Leaves and Eligibility

All Employees are entitled to pregnancy and/or parental leaves in accordance with the *Employment Standards Act, 2000*.

- (a) Financial Benefits - [available to Full-Time Employees as at date of ratification of this Agreement, and Part-Time Employees as at October 1, 2019]**

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

i. Option A

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

OR

ii. Option B

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

(b) Other Benefits

i. An Employee who takes a pregnancy and/or parental leave pursuant to this Article 16.06 is entitled to continue to participate in all pension and health benefits plans, as may be applicable, including Extended Health, Dental and Basic Group Life, for the duration of the leave(s), provided the employee continues to contribute their normal share of the cost of these benefits, including pension contributions.

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

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

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

16.07 Family Medical Leave

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

(b) Supplementary Compassionate Care Benefits

Full-time Employees will be entitled to Supplementary Compassionate Care Benefits for up to 8 weeks.

For each week of leave up to the 8th week, inclusive, the University will pay 90% of regular salary, less the maximum amount of weekly pay any individual is eligible to receive in accordance with the EIA (the "EI Max"), regardless of whether or not such amount is actually received by the Employee. If the Employee provides proof that their EIA

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

16.08 Domestic or Sexual Violence Leave

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

16.09 Union Leave

(a) An Employee who is

- i. appointed, selected or elected to work for Unifor Local 5555; or
- ii. appointed or elected to a position within Unifor; or
- iii. appointed, selected or elected by Unifor 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 Unifor or the Local Union receive, a leave of absence without pay for the duration of the appointment or terms of office. The Employee on an approved leave of absence shall have the option of continuing pension and benefits provided they pay both the Employee and Employer contributions. The Employee will notify their immediate Supervisor at least one month in advance of commencing the leave of absence, indicating the expected duration of the appointment, and one month in advance of returning to work from the leave of absence.

(b) Return to Work

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

16.10 Public Service Leave

(a) Campaign

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

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

- iv. For election to Band Council.

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

(b) Election

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

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

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

There will be no guarantee that an Employee will be returned to their former position after expiry of the term of public service. Every attempt will be made to return an Employee to a position with duties as similar as possible to those of the post occupied prior to the leave of absence. Should this not be possible, the Employee will be provided the choice of layoff with recall rights under Article 17.04 or severance in accordance with Appendix II.

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

16.11 Personal Leave

Paid Personal Leave

- (a) Employees will be granted 2 Personal Leave Days without loss of regular pay and benefits each calendar year.
- (b) The Personal Leave Day shall be taken in the calendar year in which it is granted.
- (c) An Employee may request that a Personal Leave day be taken on the same day it is requested or in half-day increments.

Unpaid Personal Leave

- (d) Employees will be granted 8 unpaid Personal Leave Days each calendar year.
- (e) Employees may only take Unpaid Personal Leave Days once their Paid Personal Leave Days have been taken.

Scheduling Personal Leave

- (f) If a Personal Leave Day (whether Paid or Unpaid) is taken for emergency purposes (as defined by s.50 of the Employment Standards Act, 2000), Employees shall make every effort to provide 48 hours advance notice, and in any event, shall advise their Supervisor as soon as possible.
- (g) In all other cases, an Employee intending to take a Personal Leave Day (whether Paid or Unpaid) shall submit a request with their Supervisor at least 48 hours in advance. The Employer may deny a request where the absence would be operationally untenable, considering the Employee's particular duties and/or the number of other anticipated absences on the same day.

16.12 Deferred Salary Leave

The Deferred Salary Leave agreed to by the Parties on October 6, 2004, will remain in effect for the duration of this Agreement.

16.13 Remembrance Day

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

ARTICLE 17 – REDUNDANCY – LAYOFF AND RECALL

17.01 Workforce Reduction

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

17.02 Measures to Avoid or Minimize the Impact of Layoff

- (a) There will be no layoffs until a reasonable attempt has been made by the Employer to make the necessary reductions in the workforce through attrition.
- (b) Subject to Article 17.02(a), the following Employees shall be subject to layoff, identified by inverse order of seniority:
 - i. Redundant Employees in the affected position(s); and
 - ii. Employees whose hours of work have been reduced by 10% or more from those specified at the time of the Employee's appointment and who have not accepted such reduction. For reductions of less than 10%, Article 15.04(d) shall apply.

Seniority shall be determined with reference to the seniority list in effect in accordance with Article 14.02 and the list of Employees on probation.

- (c) Prior to notifying an Employee that they are subject to layoff in accordance with Article 17.03, the Employer will meet with the Union and will inform the Union of the Employer's intentions including identification of the affected Employee(s) and the reasons for the redundancy. At this meeting the Parties may discuss and agree to alternative arrangements that meet operational needs and eliminate the need for, or limit the impact of layoffs. Alternative arrangements may include the provision of additional training to the Employee(s).

17.03 Notice of Layoff

- (a) Employees who are subject to layoff will be given written notice in accordance with the following schedule:

<u>Years of Service</u>	<u>Notice</u>
in probationary period	2 weeks
over probationary period but less than 4 years	8 weeks
4 years but less than 6 years	10 weeks
6 years but less than 10 years	12 weeks
10 years	16 weeks
11 years	17 weeks
12 years	18 weeks
13 years	19 weeks
14 years	20 weeks
15 years	21 weeks
16 years	22 weeks
17 years	23 weeks
18 years	24 weeks
19 years	25 weeks
20 years or more	26 weeks

- (b) Subject to Article 17.03(c) and (d), the notice period shall begin on the date on which written notice was received by the Employee or the date the written notice was delivered by registered mail to the Employee's current address on file with HR, whichever date is earlier.
- (c) If an Employee is on a pregnancy, parental, LTD, or WSIB leave, their notice period will begin the date they return to work following leave.
- (d) If an Employee is on sick leave and receiving Salary Continuance benefits, their notice period will begin the date they return to work following leave, it being understood that Salary Continuance benefits received from the date of notice shall count towards, and be deducted from, the entitlement to continuation of regular pay and benefits for the duration of the notice period.
- (e) While an Employee is expected to continue to work as assigned during the notice period, the Employer, at its sole discretion, may excuse the Employee from some or all of their work obligations during the notice period.
- (f) During the notice period, an Employee will be afforded reasonable time off to seek alternative employment subject to the advance approval of the Employee's immediate Supervisor. Such approval will not be unreasonably withheld.

17.04 Layoff and Recall

- (a) Employees on layoff will have recall rights for 18 months or, where the Employee has 5 or more years of seniority, for 24 months from the initial date of layoff.
- (b) An Employee's seniority will continue to accrue during a layoff.
- (c) An Employee will continue to participate in those benefit plans in which they had been participating immediately prior to the layoff in accordance with Article 22 to the end of the

2nd pay period following the pay period in which the date of layoff occurred. Subject to coverage being available in the marketplace, the Employee may continue to participate in some or all of those benefit plans, provided that they pay 100% of the premiums, in advance, for 6 month intervals renewable through the period of the layoff.

- (d) Employees on the Recall List will be recalled, in order of seniority, to vacant positions, provided they possess the qualifications, skills, ability, and relevant experience to perform the work of the vacant position.
- (e) Full-time Employees will be recalled to full-time positions or part-time positions and Part-time Employees will only be recalled to part-time positions.
- (f) An Employee who has been laid off and remains eligible for recall will be recalled to the job they held at the time of layoff should such position become available during the first 12 month period following layoff.
- (g) Notice of recall will be made by registered mail to the Employee's last address on file in Human Resources Services. A copy will be sent to the Union. It is the responsibility of an Employee to keep Human Resources Services informed of their current address.
- (h) An Employee will be considered to have resigned, and the employment of that Employee will be deemed to have been terminated in any of the following circumstances:
 - i. they fail to respond to the Employer within 5 Working Days of receipt of notice of recall;
 - ii. they decline recall;
 - iii. they accept recall but fails, without justification, to report for work on the recall date specified by the Employer;
- (i) No appointments will be made to vacant Bargaining Unit positions until all Employees on layoff who have the qualifications, skills, ability, and relevant experience to perform the available work have had the opportunity to accept recall to the vacant position.
- (j) If an Employee has been laid off for a period beyond the limits of their recall rights without having been recalled, they will receive severance pay as calculated at the time of layoff, and their employment relationship will be deemed to have been terminated.
- (k) While on layoff, an Employee will be eligible to participate under the terms of the Waiver of Tuition Fees for Dependents, Bursary for Dependents and Tuition Assistance, for the full academic term (4 months) following the academic term in which the layoff began.

17.05 Severance Pay

- (a) A Full-time Employee subject to layoff who has not obtained an alternate position through the process of Recall or otherwise is entitled to receive severance pay, calculated as of the date of layoff and in accordance with Appendix II, as follows:
 - i. Upon request of the Employee in writing to Human Resources at any time on or after the date of notice of layoff, it being understood that severance pay shall be paid at the earliest on the first regular pay date following the date of layoff; or
 - ii. Upon the expiry of the Employee's recall rights.
- (b) Upon receipt of severance pay, the Employee's employment at the University shall end.

17.06 General

- (a)** The operation of Article 17, Redundancy - Layoff and Recall, shall not be construed as a violation of Article 18, Appointments and Promotions.
- (b)** An Employee who terminates their employment subsequent to receiving notice of layoff will be deemed to have abandoned any rights under Article 17.

ARTICLE 18 – APPOINTMENTS AND PROMOTIONS

18.01 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;
- ii.** second, to an Employee who is on notice of layoff in accordance with Article 17.03;
- iii.** third, to an Employee who is on the Recall list in accordance with Article 17.04.

18.02 Posting

- (a)** Vacancies will be posted at the University for a period of at least 5 Working Days on bulletin boards in Parking and Transit Services and on the Human Resources Services' website. The Employer may specify on the posting that applications are restricted to current Employees. The Employer may, at the same time, advertise the position in other sources as it considers appropriate.
- (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;
 - the current employment classification of the job, including Full-time or Part-time;
 - 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 3 Bargaining Unit.

- (d) For posted positions, a copy of the current job description will be made available to applicants upon request.
- (e) To be eligible to apply for posted vacancies, Employees must have completed their probationary period.

18.03 Application Process

- (a) Applicants are required to submit an updated resume with their application letter as per the instructions on the posting notice.
- (b) All applications will be considered in confidence.
- (c) All Employee applicants to the posted vacancy who may be qualified for the position and who apply within the initial 5 Working Day period outlined in Article 18.02(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 Supervisor 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.

(d) Employment Equity

The parties affirm that Employment Equity is a key part of progress towards inclusivity in the employment relationship and that the hiring process shall reflect this affirmation. The University encourages applications from all qualified candidates including women, persons with disabilities, Indigenous Peoples (First Nations, Métis and Inuit persons), members of racialized communities and 2SLGBTQ+ identified persons.

18.04 Selection of Successful Candidate(s)

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

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

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

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

ARTICLE 19 – EMPLOYEE PROFESSIONAL DEVELOPMENT

19.01 Career Growth Opportunities External to the Bargaining Unit

- (a)** With the prior approval of their Supervisor, and with notice to the Union, an Employee may accept an appointment to a position with the Employer that is external to the Bargaining Unit. “External to the bargaining unit” means external to the Parking and Transit Services bargaining unit.
- (b)** If such appointment is for **36** months or less, the Employee may return to their former position.
- (c)** Upon the Employee’s return to the Bargaining Unit, their full seniority will be maintained, including time spent on the external appointment. During the external appointment, the Employee’s benefits, vacation entitlement, and union dues will continue to be covered by this Agreement.

19.02 Employees shall be afforded the opportunity to undertake training identified by the Employer for promotion purposes. The Employer will not unreasonably withhold such training opportunities. For this purpose, applicants for training for promotion shall be selected in order of seniority. No Employee shall suffer a loss in pay due to a training opportunity.

ARTICLE 20: LABOUR MANAGEMENT COMMITTEE

- 20.01** The Union and the Employer acknowledge the mutual benefits to be derived from joint discussion and consultation, and agree to establish a Labour/ Management Committee. This Committee will attempt to foster effective communications and working relationships between the Parties, and to maintain a spirit of mutual co-operation and respect. This Committee will review matters of concern, arising from the application of this Agreement.
- 20.02** The Labour/Management Committee will be composed of 2 Union Representatives, of whom one shall be the Unit 3 Chairperson or such designate as the Local Union may appoint, and 2 representatives of the Employer, of whom one shall be the Director, Employee/Labour Relations and one shall be the Director, Security & Parking Services, or their designates. The Committee shall select, from itself, one Union member and one University member to serve as joint Chairs who shall be responsible for preparing a mutually agreed upon agenda and for presiding over the meeting.
- 20.03** The Employer shall supply support for the Committee to take minutes, circulate notices of meetings and agendas.
- 20.04** The Committee shall approve minutes taken and publicly post minutes and agendas. Agendas shall be posted at least 7 days prior to the date of meeting.
- 20.05** The Committee, when it reaches a decision to make a recommendation, will forward such recommendation to their respective Parties.
- 20.06** Upon the request of one Party, the Committee shall schedule a meeting.

ARTICLE 21 - COMPENSATION

21.01 Pay Equity

The Employer and the Union will comply with the *Pay Equity Act*.

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 the pay, Employees will receive an itemized statement of earnings and deductions. In the event that this statement can be made available in electronic format, the Employer will provide notice to the Union prior to introducing this method and will provide Employees with the opportunity to print their statement from a computer at work, should they wish to do so.
- (c)** Overtime or shift premiums will be processed for payment no later than the pay period following the pay period in which the overtime was worked or premium was earned.
- (d)** 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, Group RRSP, Long Term Disability Plan, Accidental Death and Dismemberment Plan, Optional Group Life Plan Extended Health & Dental Premiums;
- (d)** Deductions which may be ordered by the Court. If an Employee's salary is garnisheed 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.

21.04 Storm Emergencies

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

21.05 Wage Schedule

Hourly wage rates shall be as set out in Appendix I.

ARTICLE 22 – BENEFITS SCHEDULE

Part-time Employees and Student Part-time Employees in this bargaining unit are not entitled to Benefits under this Article. Full-time Employees are entitled as follows:

22.01 Benefits and Pensions

- (a)** Subject to Article 22.02, Employees are eligible to participate in the Pension Plan for Hourly Employees of McMaster University, Extended Health Plan, Dental Plan, Group Life Plan, Accidental Death & Dismemberment Plan, Salary Continuance Plan, Long Term Disability Plan, Pregnancy Leave Plan, Family Medical Leave Plan, Tuition Assistance and Bursary Plans as summarized below. (Further details of benefits may be found in the Unifor Parking & Transit Services Benefit Booklet accessible via the McMaster University website.)
- (b)** Subject to Article 22.01(c), an Employee and their eligible dependants at retirement are eligible to participate in the Extended Health, Dental, Group Life Plans, Tuition Assistance and Bursary Plans for retirees, provided:
 - i. the Employee collects a pension immediately on leaving the Employer or is eligible for an immediate and unreduced pension at the date they leave; and
 - ii. The Employee and their eligible dependants are enrolled in the Extended Health, Dental, Group Life Plans, Tuition Assistance and Bursary Plans for active Employees at the Employee's date of retirement.
- (c)** Eligibility for benefits post-retirement is limited to:
 - i. Employees hired into the Bargaining Unit on or before September 15, 2006;
 - ii. Employees hired into the Bargaining Unit between September 16, 2006 and March 15, 2010, inclusive, and who have at least 10 years cumulative service with the University as of the date of retirement; and
 - iii. Employees hired into the Bargaining Unit on or after March 16, 2010, in accordance with the terms of the Letter of Understanding regarding the Post Retirement Benefit Co-Pay Program.

22.02 Pension Plan

- (a)** Eligible Employees hired into the Bargaining Unit before March 15, 2010, shall participate in the Hourly Pension Plan for Employees of McMaster University. The Employer shall administer this Plan in accordance with the terms and conditions of the Plan in effect upon ratification of this Agreement, including two year vesting. Except as provided in Appendix III, no changes will be made to existing benefits and/or Employee contribution rates during this contract without the written agreement of the Union.
- (b)** Eligible Employees hired into the Bargaining Unit on or after March 15, 2010, shall participate in the University's Group RRSP in accordance with Appendix IV.

22.03 Extended Health Plan

- (a)** The Employer shall pay 100% of the billed rates of premium for all eligible Employees, for the Extended Health Plan which is in effect at September 15, 2014.
- (b)** Participation in this programme is a condition of employment. Eligible Employees must enrol 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 Employees to provide the Dental Plan which is in effect at September 15, 2014.
- (b) Participation in this programme is a condition of employment. However, Employees who have coverage through their spouse may opt not to participate. Eligible Employees must enrol 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 Employees for Basic Coverage in accordance with the Group Life Insurance Plan which is in effect at September 15, 2014.
- (b) Employees may elect to take additional coverage in accordance with the provisions and regulations governing optional coverage as specified in the Group Life Insurance Plan.
- (c) Participation in this Plan is a condition of employment.
- (d) Life insurance coverage will cease on the earlier of: (i) the December 1st of the year the Employee reaches age 69; or (ii) the first day of the month coincident with or next following the date of retirement; at which time coverage will convert to the retiree life insurance benefit.

22.06 Accidental Death and Dismemberment Plan

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

22.07 Bursary Plan

- (a) The Employer offers bursaries to dependents of eligible Employees who have completed 3 years' continuous service.
- (b) Applicants must meet the academic requirements. The bursary program applies to those degree courses and programs for which the McMaster Board of Governors sets fees.

ARTICLE 23 - SUBCONTRACTING OR TECHNOLOGICAL CHANGE

23.01 "Technological change" means the introduction 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 or reduction in hours of an Employee, the terms of this Article 23 shall apply.

23.03 Advance Notice and Disclosure

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

- (b)** The notice shall contain pertinent data, including:
 - i.** The nature of the subcontracting or technological change;
 - ii.** The date on which the Employer proposes to implement the subcontracting or technological change;
 - iii.** The approximate number and respective classification of Employees likely to be affected by the subcontracting or technological change;
 - iv.** The effects that the subcontracting or technological change may be expected to have on the Employees' terms and conditions of employment.
- (c)** To the extent available, information will be provided about the number of layoffs, new jobs or classifications to be created as a result of the proposed subcontracting or technological change.

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

23.05 Retraining

- (a)** In the event of technological change, prior to 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)** Employees to be retrained, will not suffer a reduction in wage rate or normal scheduled hours during the training period.
- (c)** When Article 23.05(a) applies and the Employee is subsequently declared redundant, the provisions of Article 17 will apply.

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

ARTICLE 24 – JOB DESCRIPTIONS

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

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

- 24.03** In accordance with the orientation process in Article 13, the job description shall be provided and explained to new Employees.
- 24.04** Upon request, the job descriptions will be available to Employees through their immediate Supervisor.
- 24.05** Upon request, job descriptions for posted vacancies or other positions shall be made available to Employees through Human Resources.

ARTICLE 25 – UNION ORIENTATION

- 25.01** Human Resources Services will notify the President of Unifor Local 5555 of the names of new Employees that are covered by this Agreement, by the end of the month in which their employment began.
- 25.02 Union Information and Orientation for New Employees**
- (a)** In the appointment letter, the Employer shall advise each new Employee of the name of their Union Steward and the President of Unifor Local 5555, and their phone number and campus mail address.
 - (b)** New Employees shall be entitled to one hour immediately before or after their regularly scheduled lunch period, without loss of pay or benefits, for the purpose of attending a Union Orientation Session.
 - (c)** The Union shall contact the Employee directly with an invitation to attend a Union Orientation Session.

ARTICLE 26 - NON BARGAINING UNIT PERSONS

- 26.01** For the purposes of this Article 26, “persons” shall be defined as all other employees of the Employer who are not included in the Bargaining Unit.
- 26.02** Persons whose positions are not in the Bargaining Unit shall not perform duties normally assigned to Employees if the act of performing the work reduces the regular working hours of Employees.

ARTICLE 27 - COPIES OF THE AGREEMENT

- 27.01**
- (a)** The Parties will agree on a total number of Agreements to be printed.
 - (b)** Copies of the Agreement will contain both the University and Unifor symbols and be in a format(s) agreed to by the Parties.
 - (c)** The Parties will split equally the cost of printing.

ARTICLE 28 - EDUCATIONAL DEVELOPMENT

28.01 Training

Required and Optional Training

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

Procedure

- (c) Required and Optional Training will be identified in writing by the Supervisor as Required or Optional prior to an Employee delivering or attending the Required or Optional Training, failing which, it shall be considered Optional Training for the purposes of this Article 28.
- (d) An Employee who wishes to deliver or attend at Optional Training during working hours shall obtain the prior approval of their Supervisor. Such approval will not be unreasonably denied.
- (e) No Employee will be expected, required or asked to deliver or attend Optional Training.
- (f) An Employee will not be required to make up the time for attendance at any Required or Optional Training held during working hours.

Payment

- (g) An Employee who delivers or attends Required or Optional Training shall be paid their regular wages for attendance at the Required or Optional Training during their working hours. An Employee who delivers or attends Optional Training shall have no entitlement to any additional payment associated with the Optional Training; however, the Supervisor may, at their discretion, subsidize the costs associated with Optional Training.
- (h) An Employee who delivers or attends Required Training shall be paid overtime in accordance with Article 15.07 and 15.08, if applicable.
- (i) Subject to Articles 28.01(k), (l) and (m), an Employee who delivers or attends Required Training shall be paid by the Employer for the full cost associated with the Required Training. This payment shall not be identified as a taxable benefit added to the Employee's income.
- (j) An Employee and their Supervisor may not agree to waive the payment obligation set out in Article 28.01(i).

Travel

- (k) If travel is required to attend at Required Training, it shall be arranged by the Supervisor in consultation with the Employee. The cost for such travel arrangements shall be paid by the Employer.
- (l) Alternate travel arrangements may be granted by the Supervisor upon the Employee's request, however, the Employer shall not incur any additional cost in excess of the cost of the original travel arrangements.
- (m) An Employee shall only be paid for time worked in accordance with Articles 15 and 21.

28.02 Tuition Assistance Programs

- (a) The Employer encourages Employees to take courses of instruction, particularly those for university credit and those which are directly related to their work.
- (b) The Tuition Assistance program is a benefit provided by the Employer. All Full-time and Part-time Employees may participate in this program, in accordance with the *Tuition Assistance for Active Employees* Policy as it exists from time to time. It is understood that Student Part-time Employees are not eligible to participate in the Tuition Assistance program.
- (c) Employees are normally expected to take courses outside regular working hours. However they may, with the consent of their Supervisor, which shall not be unreasonably withheld, take McMaster courses approved for tuition assistance during working hours. In such cases, one hour per week can be on University time with the individual being required to make up the balance of any time lost.

28.03 Leaves of Absence Without Pay

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

Educational and Developmental

- (b) An Educational leave of absence for the purpose of pursuing job-related training may be granted. The Employee shall continue to participate in the group benefit plans, with the exception of Long Term Disability, and the Employer and the Employee shall continue to pay their normal share of the benefit premiums.
- (c) A Developmental leave is intended to permit an Employee to enhance experience and/or knowledge to acquire new skills. The Employee may continue to participate in the Employer benefits plans, provided they pay both the Employee and the Employer benefits plan premiums in advance. The Employee will not participate in the Pension Plan for the duration of the leave.
- (d) Upon return to work from an Educational or Development Leave, the Employee will resume their former position provided that it still exists, with full corresponding salary and benefits. In the event that an Employee's position becomes redundant during the period of an approved leave of absence, the provisions of Article 17 shall apply.

28.04 Union Training Leave

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

28.05 Paid Education Leave (PEL)

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

**Unifor PEL Training Fund
115 Gordon Baker Road
Toronto, Ontario
M2H 0A8**

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 their regular duties as required without loss of regular pay and benefits. The amount of time required for release and the cost allocations are subject to review and agreement by the Employer and the Union. On or before December 1 of each year, 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 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 one minute of silence on December 6th of each year in observation of the women killed in the Montreal Massacre.

29.07 The Parties recognize that Employees may sometimes need to discuss personal wellness matters, including addiction issues, and may feel more comfortable doing so with a peer. They may also need to learn about specialized resources in the community for assistance and treatment. For these reasons, the Parties agree to recognize that the role of the EFAP Representative in the workplace will be served by a Unifor Local 5555 member selected by Unifor. The EFAP Representative will meet with Employees as required to discuss problems and refer them to the appropriate agency when necessary.

ARTICLE 30 – PERSONAL ILLNESS OR INJURY

30.01 Reporting Absences

- (a) Employees are responsible to report to work on time on each scheduled work day.
- (b) In the event of personal illness or injury which is anticipated to cause an absence from work of less than 10 consecutive shifts, an Employee will notify their Supervisor or designate by telephone before the beginning of the work period or as soon as practicable. The Employee shall inform their Supervisor or designate of the expected time of their return to work, and a phone number where they may be reached in their absence. Should the Employee's condition change during the absence such that there is a change to their expected date of return, they will notify their Supervisor or designate as soon as reasonably possible.
- (c) In the event of personal illness or injury which is anticipated to cause an absence from work of 10 consecutive shifts or more, the Employee shall contact their Supervisor or designate as soon as possible and maintain communication throughout the period of recovery on a reasonable schedule to be established by the Supervisor, in consultation with the Employee, and Employee Health Services.
- (d) If requested, an Employee must provide medical documentation supporting the absence to their Supervisor that includes confirmation of an in-person assessment by a physician; workplace restrictions, if any; and a return to work or reassessment date. If any diagnostic information is in the physician's note, then Article 30.02(d) applies. Where the requested medical documentation includes the foregoing information, the Employer will, to a maximum of \$50.00, reimburse the Employee 50% of the cost of the first medical documentation requested for each period of absence due to personal illness or injury regardless of length.

30.02 Salary Continuance

- (a) An Employee who is absent from work due to illness or injury is entitled to receive Salary Continuance benefits in accordance with Article 30.02(b), provided they are a Full-time Employee and:
 - i. The Employee has complied with their obligations in accordance with Article 30.01;
 - ii. For absences of 10 consecutive shifts or more, the Employee has provided Employee Health Services with medical documentation supporting the absence satisfactory to the Employer, and
 - iii. The Employee would have otherwise been paid but for the illness or injury; for example, the Employee is not on layoff, Recall, or on an unpaid leave of absence.
- (b) An Employee entitled to receive Salary Continuance benefits shall receive regular pay and benefits during the period of entitlement. The period of entitlement shall commence with the first day of absence and vary with an Employee's Years of Service, as follows:

Years of Service	Period of Entitlement
Less than 6 months	Nil
6 months but less than 5 years	Up to 15 weeks
5 years up to 10 years	Up to 18 weeks
Over 10 years	Up to 26 weeks

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

- (c) Notwithstanding Articles 30.02(a) and (b), entitlement to Salary Continuance benefits shall cease no later than the day the Employee's employment at the University has ended or the day prior to an Employee's 70th birthday, whichever is earlier.
- (d) If the medical documentation supporting the absence does not disclose diagnosis, the designation of the medical specialist or the treatment type, it may be given to the Employee's Supervisor. If the Employer requests the Employee to attend an independent medical examination ("IME") by a selected health professional, the cost of such examination shall be paid by the Employer.
- (e) An Employee absent from work due to an occupational illness or injury that is subject to a WSIB claim will be eligible to receive Salary Continuance benefits in accordance with Article 30.02(a). In the event that the claim is approved by the WSIB, it is understood that any WSIB payments will be assigned directly to the University.

30.03 Long Term Disability

- (a) The Employer agrees to continue the Long Term Disability Plan which is in effect at September 15, 2018, for the duration of this Agreement. Part-time Employees and Student Part-time Employees are not eligible to participate in this Plan.
- (b) Participation in the Long Term Disability Plan is a condition of employment.
- (c) The Employee will pay 100% of their billed rate of premium.
- (d) Notwithstanding Articles 30.03(a), (b) and (c), Employees on probation shall not be eligible to participate in the Long Term Disability Plan and shall not pay LTD premiums.

30.04 Accommodation and Return to Work

- (a) The Employer recognizes the importance of early and safe return to work and the accommodation of Employees with disabilities. In accordance with the Ontario Human Rights Code, the “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 their written consent to the Employer for the release of their medical information to the Union, the Union’s Health and Safety Co-ordinator shall be entitled to attend at their return to work meeting, if such a meeting is required by the Employer.

ARTICLE 31 - CLOTHING ALLOWANCE

- 31.01 (a)**
- i. Full-time Employees will be provided with the following appropriately fit items, to be replaced on an as needed basis, as determined by the Employer:

 - 6 shirts of which 2 may a ‘turtleneck’ style. An Employee may choose not to have 2 ‘turtleneck’ shirts. Styles as determined by the Employer.
 - 4 of either pants or shorts;
 - One pair of insulated gloves;
 - One toque;
 - One winter parka;
 - Rain wear;
 - One spring jacket, and
 - One cap.
 - ii. Part-time Employees will be provided with a toque and insulated gloves on an as needed basis and will have access to the following appropriately fit items, as required:

 - 4 shirts. Styles as determined by the Employer.
 - 2 of either pants or shorts;
 - One winter parka;
 - Rain wear;-and
 - One spring jacket; and
 - One cap.
- (b) To be administered in accordance with the Department of Security & Parking Services’ Uniform Policy:
- i. Full-time Employees will be provided a shoe or boot allowance to a maximum of \$180 per calendar year; and,

- ii. Effective September 16, 2016, Part-time Employees and Part-Time Student Employees will be provided a shoe or boot allowance to a maximum of \$100 per calendar year.

The Employer will ensure that articles of clothing used by more than one Employee shall be maintained in good repair and dry-cleaned as and when required during the season(s) they are in use.

- (c) All Employees will have access to change room facilities and access to a locker.

APPENDIX I

JOB CLASSIFICATION AND STIPULATED WAGE RAGES

Classification	Position	Wage Rates Year 1 – Effective Oct 1, 2021						
		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Seniority (years)		< 1	1-2	3-4	5-6	7-8	9-10	10+
2	Shift Leader	\$18.16	\$18.98	\$19.83	\$20.73	\$21.65	\$22.63	\$23.64
1	Parking Control Officer (FT & PT)**	\$16.24	\$16.98	\$17.74	\$18.53	\$19.37	\$20.24	\$21.15
Classification	Position	Wage Rates Year 2 – Effective Oct 1, 2022						
		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Seniority (years)		< 1	1-2	3-4	5-6	7-8	9-10	10+
2	Shift Leader	\$18.34	\$19.17	\$20.03	\$20.94	\$21.87	\$22.86	\$23.88
1	Parking Control Officer (FT & PT)	\$16.40	\$17.15	\$17.92	\$18.72	\$19.56	\$20.44	\$21.36
Classification	Position	Wage Rates Year 3 – Effective Oct 1, 2023						
		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Seniority (years)		< 1	1-2	3-4	5-6	7-8	9-10	10+
2	Shift Leader	\$18.52	\$19.36	\$20.23	\$21.15	\$22.09	\$23.09	\$24.12
1	Parking Control Officer (FT & PT)	\$16.56	\$17.32	\$18.10	\$18.91	\$19.76	\$20.64	\$21.57

**Classification 1 rates include offset for increase to Employee Pension Contributions, as applicable.



APPENDIX II
SCHEDULE OF SEVERANCE ENTITLEMENT

The following will be the minimum level of severance pay:

Complete Years of Service	Severance Pay in the Form of weeks of regular pay	Severance Pay in the Form of weeks of regular pay
	Employees hired on or before September 15, 2014	Employees hired on or after September 16, 2014
Less than 5	2	0
5	7	7
6	8	8
7	9	9
8	10	10
9	11	11
10	12	12
11	13	13
12	14	14
13	15	15
14	16	16
15	17	17
16	18	18
17	19	19
18	20	20
19	21	21
20	22	22
21	23	23
22	24	24
23	25	25
24	26	26
25	27	27
26 or more	28	28

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

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

APPENDIX III

EMPLOYEE CONTRIBUTIONS TO THE HOURLY PENSION PLAN

Employees eligible to participate in the Hourly Pension Plan for Employees of McMaster University in accordance with Article 22.02 shall make Employee Contributions to the Plan in accordance with the following table and the pension plan text:

	Employee Contribution Rate on Regular Annual Salary	Employee Contribution Rate on Regular Annual Salary
	Up to YMPE	In Excess of YMPE
Current	6.5% of wage rate	8.75% of wage rate
Effective July 15, 2018	7% of wage rate	10% of wage rate
Effective the first day of the first full pay period following July 1, 2019	8% of wage rate	11% of wage rate

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

APPENDIX IV

GROUP REGISTERED RETIREMENT SAVINGS PLAN

ELIGIBILITY

- Mandatory enrolment for Employees in the Parking & Transit Services bargaining unit whose initial date of hire is on or after March 15, 2010;

WAITING PERIOD BEFORE ENROLMENT

- After expiry of probationary period.

CONTRIBUTIONS FOR SPECIFIC SITUATIONS

- Active (regular) employment – Employee deductions of 3.5% on base pay up to the YMPE (currently \$47,200 per year) and 5% of base pay above the YMPE, on a biweekly basis (“Required Contributions”);
- Employee option to contribute while on pregnancy leave, parental leave, Family Medical leave, WSIB and LTD, 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

INVESTMENT

- The Employee will have options to invest theirs and the Employer’s matching contributions, and Voluntary Contributions, through a variety of investment options representing the following bases: conservative, moderate and aggressive. The amount of the contributions and the performance of the investment will determine the amount accruing to the Employee at the point of retirement.
- As the Employee is enrolled in the Group RRSP, the Employee will have access to investment information with respect to the investment options.
- Employees considering retirement have access to pre-retirement planning seminars.

FLEXIBILITY

In the event that the Employee leaves the employ of the University prior to retirement, the Employee’s portion of the Group RRSP (including Employee and Employer contributions to the date of leaving) will be converted to an individual RRSP that the Employee takes with them on leaving the University’s employment.

APPENDIX V

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 Group Life benefit extends to December 1 of the calendar year in which the Employee attains the age of 69, at which point it will convert to the retiree life insurance benefit (\$5000 lump sum policy). This timing is commensurate with the date that the *Income Tax Act* requires an individual to begin to collect their pension.
- ii. The 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 (salary continuance).
- iii. The Out-of-Province Emergency Medical coverage will continue until December 1 of the calendar year in which the Employee attains age 69, at which point it will convert to the retiree Out-of-Province Emergency Medical benefit (\$10,000 lifetime). The University has negotiated with Blue Cross to extend this from the current provision of July following age 65.

LETTERS OF UNDERSTANDING

RE: POLICIES AFFECTING TERMS AND CONDITIONS OF EMPLOYMENT

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

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

RE: UNIFOR LOCAL 5555 BARGAINING UNIT SENIORITY

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

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

- i. continuous service in positions included in the Bargaining Unit;
- ii. continuous service in positions, excluded from the Bargaining Unit due to their confidential capacity in matters relating to labour relations within the meaning of subsection 1(3)(b) of the OLRA, and under Article 2 of the Collective Agreement; and,
- iii. continuous service as a temporary or casual employee excluded from the Bargaining Unit under Article 2.01(b) of the Collective Agreement.

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

In the event the Employer chooses to invoke Article 15.02(b), the Parties shall specify by written agreement any impact the change to 10-hours shifts will have on the terms of the collective agreement.

RE: RX05 DRUG FORMULARY FOR POST-RETIREMENT BENEFITS

The Parties agree that, effective September 16, 2014, 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 16, 2014, and who are eligible for Post-Retirement Benefits pursuant to Article 22.01.

RE: ROSTER OF ARBITRATORS

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

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

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

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.

**RE: POST RETIREMENT BENEFIT CO-PAY PROGRAM
(the “Co-Pay Program”)**

Full-time Employees hired into the Bargaining Unit on or after March 16, 2010, shall be eligible for post retirement benefits so long as they:

- a. have completed the required years of continuing service as at the date of their retirement in accordance with the table below, and have participated in the extended health and dental benefit plans available to Employees during that period;
- b. have attained the Rule of 80 or age 65 as at the date of retirement; and
- c. collect an immediate annuity, whether reduced or unreduced, upon retirement.

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

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

Years of Continuing Service	Percentage of Yearly Cost Payable by Retirees	Percentage of Yearly Cost Payable by University
30 or more	25	75
25 or more but less than 30	50	50
20 or more but less than 25	75	25
10 or more but less than 20	100	0

RE: HOURS FOR PART-TIME EMPLOYEES AND STUDENT PART-TIME EMPLOYEES

It is understood that the purpose of the cap on Part-Time Employees' weekly hours is to differentiate between the Full-Time and Part-Time Employees. However, both parties acknowledge that there will be occasions during the academic and non-academic year that will require higher levels of staffing than during normal operations. With that in mind, the parties agree to the following:

1. If a Part-Time Employee works more than 30 hours per week on a regular basis (more than 50% of any given 6 month period) then it will be deemed that a Full-Time position exists within the Unit. This Full-Time position will be offered to the Part-Time staff on a seniority basis.
2. Notwithstanding 2 above, it is agreed that these provisions do not apply to Part-Time Student Employees who may be scheduled to work up to 40 hours a week during the academic Summer period in keeping with Article 15.02.2 (b).

RE: SCHEDULING OF FULL-TIME EMPLOYEES

Notwithstanding Article 15.02.1a), the Employer may schedule Full-Time Employees to work a regular work week that includes Saturday and/or Sunday, provided the Employee continues to receive two consecutive days off in that week. The scheduling of weekend work shall be done in a manner that is equitable, with consideration given to Employee preferences, seniority and operational needs. Job postings may specify that the ongoing regular work week will include Saturday and/or Sunday.

RE: HIRING OF PART-TIME PARKING CONTROL OFFICERS

By September 30, 2019 (year 1), September 30, 2020 (year 2), and September 30, 2021 (year 3), there shall be no more than 3, 6, and 9 Part-Time Parking Control Officers employed at the University, respectively.

RE: PART-TIME EMPLOYEES' VACATION BANK

The Parties agree to meet to discuss the feasibility of a vacation pay banking system for Part-Time Employees in lieu of a percentage on each pay deposit. The goal is to determine if it is mutually desirable to establish a bank for the vacation pay for these employees to be paid upon the taking of vacation time.

RE: JOINT ANTI-HARASSMENT COMMITTEE INVESTIGATIONS

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

- 1) Where there is a Unifor Local 5555 member complainant and a Unifor Local 5555 member respondent; or
- 2) Where there is a Unifor Unit 3 member complainant and a managerial respondent.

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

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

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

- (a) The University and Union will each appoint one member of the JAC to sit on a JAC investigation sub-committee. Subject to operational requirements, the member appointed by the Union will be granted release time as necessary, without loss of pay. In the event that operational requirements do not allow for the anticipated necessary release time, the Union will be so advised and will appoint another member of the JAC to sit on the JAC investigation sub-committee. The Union shall reimburse the University for the release time of its appointed JAC investigation sub-committee member;
- (b) Where the Complaint involves sexual violence or gender discrimination, the complainant may request that the JAC investigation sub-committee include a JAC member of a specific gender (if possible);
- (c) The Assessment Team will provide the JAC investigation sub-committee with a scope and mandate for the investigation. The JAC investigation sub-committee will jointly conduct an investigation in accordance with the scope and mandate and the applicable Policy(ies);
- (d) Any Unifor unit 3 member who is to appear before the JAC investigation sub-committee may request that an independent Union Representative be present during their interview as an Advisor, in accordance with the applicable Policy(ies);
- (e) Once the JAC investigation sub-committee has finalized its investigation, it shall complete a written report of its findings of fact. The report may also include, with the agreement of the JAC investigation sub-committee members, (a) recommendation(s) for remedial action, such as discipline. Neither the JAC or JAC investigation sub-committee shall determine the remedial action to be taken, if any, arising from the investigation; that is the sole responsibility of the University. The report will be finalized in consultation with the Assessment Team and submitted to the Decision Maker pursuant to the applicable Policy(ies). A copy of the report will be provided to the Director, Employee/Labour Relations and the Unifor Local 5555 President. The complainant and respondent(s) will be provided with a written decision from the relevant Decision-Maker, in accordance with the applicable Policy(ies);

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

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

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

RE: PREGNANCY AND PARENTAL LEAVE

During the next round of Unifor Unit 3 bargaining (2024), the parties agree to adopt and incorporate any changes to pregnancy/parental entitlements – whether length of allowable leave or financial benefits during leave – that had been negotiated at the 2022 Unifor Unit 1 round of bargaining.

Schedule B

Benefits

Effective on the date of ratification, benefits shall be amended to align with Unifor Unit 4 (Special Constables), in accordance with second column in the benefits comparison document entitled “Active Member Benefits Summary Comparison Chart”, tabled by the Employer on September 29, 2021, with the exception that life insurance and dental implants will not be reduced/changed. Changes are noted in red text within that document.