

COLLECTIVE AGREEMENT

Between



- and -



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

**Sessional Faculty
Hourly-Rated Sessional Music Faculty**

Expires August 31, 2017

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ARTICLE 1 – SCOPE AND PURPOSE

- 1.01(a) The Scope and Purpose of this agreement are to maintain an orderly employment relationship between parties; to provide machinery for the prompt and equitable resolution of non-academic grievances and disputes; to promote co-operation and understanding between the Employer and members of the bargaining unit; and to recognize the mutual value of joint discussions and negotiations in matters pertaining to the improvement of working conditions, scale of wages, and other non-academic matters.
- (b) Although the primary objective of this agreement pertains to the resolution and improvement of non-academic matters, the Employer recognizes all members of CUPE 3906 - Unit 2 as valuable members of the McMaster University teaching community.
- (c) The parties acknowledge their joint responsibility to encourage teaching excellence and that these acknowledgements include the recognition of the contributions of Sessional Faculty and Hourly-Rated Sessional Music Faculty to McMaster University.

ARTICLE 2 – RECOGNITION

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

- (f) retired faculty who, prior to their retirement, had an academic appointment at McMaster University;
- (g) those persons employed in a managerial or confidential capacity;
- (h) those persons for which any other trade Union holds bargaining rights.

ARTICLE 3 – DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Employer**” means McMaster University.

“E/LR Representative” means a member of the Employee/Labour Relations Unit in the Employer’s Department of Human Resources Services who has been appointed by the Director, Employee/Labour Relations (Legal) to represent the Employer in any communications and/or meetings convened pursuant to this Agreement.

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

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

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

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

“Sessional Faculty” means an employee or bargaining unit member who is not an Hourly-Rated Sessional Music Faculty.

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

“spouse” means either of 2 persons who:

(a) are married to each other, or

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4 – MANAGEMENT RIGHTS

4.01(a) The Union recognizes that the management of McMaster University is fixed exclusively in the Employer subject to the provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (i) maintain order, discipline and efficiency;
- (ii) hire, appoint, re-appoint, not appoint, assign, transfer, lay-off, recall, direct, discharge, and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without just cause may be the subject of a grievance, to be dealt with as hereinafter provided;
- (iii) plan, direct and control operations; determine job classifications, requirements, and hours of student contact; determine work assignments, methods, schedules, procedures and standards;
- (iv) determine the size, composition and deployment of the workforce;
- (v) put into effect, enforce and alter reasonable policies, rules and regulations governing the conduct of the Employer and the employees.

4.02 The Employer agrees that it will not exercise its rights as set out in this Article in a manner inconsistent with this Agreement or the principles of academic freedom and confirms its commitment to administer this Agreement reasonably such that its decisions must not be arbitrary, discriminatory or made in bad faith. The Union agrees that the fact of the Employer exercising its rights under the Article shall not constitute harassment.

ARTICLE 5 – UNION REPRESENTATION

5.01 The Employer recognizes the right of the Union to appoint up to 2 stewards to represent each Department, providing that such stewards are employed in the Department, or

were employed in the Department under the most recent Agreement. Where the Union consolidates departmental representation, the steward(s) must be employed in 1 of the consolidated Departments he/she represents. Where no stewards are appointed for a particular Department, or the steward(s) are unavailable, the Chairperson of the Stewards' Council and/or a member of the Union Executive may exercise the rights of a steward.

5.02 The Union and the Employer agree to limit the membership on their respective bargaining teams to a total of 9 each.

5.03 (a) The Parties recognize that all employees in the bargaining unit, including Stewards, bargaining team members and Local Executive Members, have regular duties to perform as employees of the Employer. Therefore, Stewards and other representatives appointed pursuant to this Agreement will not leave their duties without consent from their Supervisor and such consent will not be unreasonably withheld.

(b) When in the course of negotiating or administering this Agreement an employee, acting in an official capacity for the Union, is meeting with representatives of the Employer, the parties will use their best efforts to arrange for mutually convenient meeting times that do not conflict with the employee's teaching duties. In the event that a mutually agreed meeting time does conflict with such duties, it is the joint responsibility of the employee and his/her Supervisor to arrange for the missed class(es) to be made up. In the solution reached by the employee and the Supervisor, the Employer agrees that the employee will not suffer any loss of wages.

5.04 **Joint Labour Management Committee**

(a) **Terms of Reference:** The parties acknowledge the mutual benefits to be derived from joint consultations and agree, therefore, that there shall be a Joint Labour-Management Committee (JLMC) comprising representatives of the Employer and representatives of the Local's bargaining units with the purpose of fostering effective communications and labour relations between the parties during the term of this Agreement. Additionally, consultation and discussion in this forum is intended to further the "Scope and Purpose" of the parties' 3 Collective Agreements. Accordingly, the parties have adopted the following Terms of Reference:

(b) **Membership and Participation:** Each party will determine its representatives at any meeting of the JLMC to a maximum of 7. Of the Local's 7 representatives, at least 1 must be appointed from the bargaining unit. Normally, for the Local this representation will include the Local President and the Staff Representative, and, for the Employer, the Associate Vice-President and Dean of Graduate Studies, the Associate Vice-President Academic and an E/LR Representative. The parties understand and agree that on occasion it may be necessary, due to absence or time constraints, for 1 of the individuals named herein to appoint a designate to attend the JLMC meeting in his/her place.

(c) **Meetings:** The JLMC will meet in September, November, January, March, May and July of each year or by mutual agreement. The dates for these meetings will be determined by the parties at the preceding meeting or by mutual agreement thereafter. Meetings will normally be for 2 hours.

- (d) **Co-Chairs:** Each party will appoint a Co-Chair. The Co-Chairs will alternate in the role of Chair, meeting-by-meeting.
 - (e) **Agendas:** The Co-Chairs will exchange agenda items 2 weeks prior to each meeting and will issue an agreed Agenda 1 week prior to each meeting. Background materials which may accompany an agenda item will be made available 1 week prior to the meeting to which they pertain. With time permitting, and the consent of those in attendance, additional items may be added to an agenda. Items shall be presented by the parties in alternating sequence, beginning with the Local.
 - (f) **Guests:** With the approval of the other Co-Chair, a Co-Chair may invite (a) guest(s) to a JLMC meeting for the purpose of providing the Committee with information or expertise.
 - (g) **Minutes:** Both parties will take minutes of each meeting. The party that chaired the meeting will prepare a summary of the topics discussed and actions undertaken. Such summary will be drafted within a week of each meeting and approved by the Co-Chairs.
 - (h) **Administrative Support:** The Employer will supply a support person for the JLMC who will be responsible for circulating notices and agendas for meetings.
 - (i) **Appropriate Topics:** Agenda items may include any topic of interest or concern to either party, provided that it does not deal with the specifics of a current grievance. Unless agreed otherwise by the parties, meetings shall address issues pertaining solely to bargaining units not engaged in a period of collective bargaining. Agenda items can include bargaining unit-specific matters. The University recognizes the work of Sessional Faculty and Hourly-Rated Sessional Music Faculty which supports the academic mission of the University. As such, agenda items can also include items that may arise as a result of their instructional activities.
 - (j) **Authority:** Depending on the nature of the issue, representatives of the parties may be comfortable in reaching decisions at a JLMC meeting. However, representatives cannot make decisions that are formally binding on either party. Rather, representatives may agree to recommend acceptance of a course of action to their respective principals, with formal agreement on the issue being confirmed separately between the parties.
 - (k) **Wages:** Attendance at such meetings by representatives who are employees in the bargaining unit will be covered by the provisions of Article 5.03 of this Agreement and such employees will not be entitled to additional compensation for attendance at JLMC meetings.
 - (l) **Other:** The parties may determine by consensus additional Terms of Reference that provide for the effective administration and operation of the JLMC. Such additional terms will be included in the minutes.
- 5.05 Each party agrees to meet to discuss any matters related to this Agreement only with those persons properly authorized to represent the other party. To this end, the Union and the Local, as applicable, shall supply the Employer with the names of its Executive Committee, stewards, staff representative(s), and administrative staff, and shall keep the Employer informed of any changes to that list in a timely fashion. Likewise, the Employer shall supply the Union with a list of those persons properly designated to

discuss matters concerning the Union or this Agreement and will inform the Union of any changes to that list in a timely fashion.

- 5.06 Subject to the terms of the Grievance Procedure, all correspondence between the parties arising out of this Agreement or its negotiation or any matter incidental thereto, shall pass directly to and from the Director, Employee/Labour Relations (Legal), or his/her designate, and the Local Executive.
- 5.07 The Employer will forward to the Union copies of correspondence and notices that are directed to groups of bargaining unit employees and that pertain to this Agreement.
- 5.08(a) In the event of organizational change(s) involving the elimination, amalgamation or creation of a Department or Departments, the Employer will meet with the Union to discuss the general nature of the impending change(s) and the effect of the change(s) on the employees in the Department(s) affected. This meeting may be facilitated through the JLMC.
- (b) Where an individual Department reorganizes programs or courses so that fewer Appointments are required, every effort will be made to implement the change at the end of the Term. The Union may raise the matter for discussion at a JLMC meeting.

ARTICLE 6 – NO DISCRIMINATION OR HARASSMENT

- 6.01 The parties agree that there shall be no discrimination, interference, harassment (including sexual harassment), intimidation or coercion exercised or practised by either of them with respect to any employee in the bargaining unit concerning the application of the provisions of this Agreement, by reason of the following: the employee's membership or non-membership in the Union; the employee's activity in the Union or the exercise of his/her lawful rights arising therefrom; the employee's age, race, creed/religion, colour, nationality, citizenship, place of origin, ancestry, sex, gender, marital status, disability as disability is defined in the *Human Rights Code of Ontario* [which includes Acquired Immune Deficiency Syndrome (AIDS), AIDS related illnesses, and positive Immune Deficiency Virus (HIV+)]; the employee's political belief or affiliation, the employee's academic orientation or school of thought; the employee's sexual orientation, same sex partnership status, transsexual transition status, gender expression, and gender identity; or any ground prohibited by the *Ontario Human Rights Code*, R.S.O. 1990, c.H-19, as amended.
- 6.02(a) It is the University's responsibility to maintain an environment in which employees remain free from harassment as it is defined within this Agreement, including intimidation, reprisals and any threats, explicit or implied, which are designed to or might reasonably be understood to dissuade an employee from exercising his/her rights under this Article 6.
- (b) The parties agree to a definition of harassment, including racial or sexual harassment, which is as follows: engaging in any vexatious comment or conduct, written or oral, that has no pedagogical point, that is known, or ought reasonably to be known, to be unwelcome, including threats or a pattern of threatening or aggressive behaviour by a person in the workplace where the person knows or reasonably ought to know that this

behaviour is unwelcome or is likely to create an intimidating, demeaning or hostile working environment. Harassment also includes a reprisal or a threat of reprisal for lodging a grievance alleging a violation in Article 6 where the reprisal or threat is made by a person in a position to confer, grant, or deny a benefit or advancement to the employee.

- (c) The definition of sexual harassment shall also include, but shall not be limited to, the following: a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the employee, or by a person with whom contact is required or brought about by the nature of the employee's employment duties, and where the person making the sexual solicitation or advance knows or ought reasonably to know that it is unwelcome, and includes a reprisal or threat of reprisal by a person in a position to confer, grant, or deny a benefit or advancement to the employee for rejecting a sexual solicitation or advance or for lodging a complaint under the terms of this Agreement alleging sexual harassment.

6.03 The parties agree that there shall be no discrimination, interference, harassment, intimidation or coercion exercised or practised by either of them with respect to any employee in the bargaining unit concerning the application of the provisions of this Agreement by reason of academic orientation or school of thought.

6.04(a) If a complaint arises in matters covered by this Article, the grievance procedure in this Agreement is to be used. Therefore, employees who have a complaint/grievance concerning discrimination and/or harassment in their capacity as employees under this Agreement are to use the grievance procedure in this Agreement.

- (b) Any allegation of sexual harassment under this Article 6 shall be handled through the grievance procedure in a confidential manner. In the event of a grievance resulting from an alleged violation of Article 6.02 the grievor may, where the person against whom the allegation is being made would normally deal with the pre-grievance procedure or any step of the grievance, refer the grievance to the next higher step of the grievance procedure.

6.05 Where an employee alleges that s/he has been subjected to any form of harassment as defined in Article 6.02(c), s/he may request that her/his employment duties be adjusted and the Employer will make arrangements to adjust employment duties or take other action(s) to limit, or where reasonably possible to end, employment contact with the alleged harasser. Adjusted employment duties and other accommodation(s) that have been put in place pursuant to this Article will expire upon the resolution of the matter or at the conclusion of the employee's employment, whichever occurs first. The employee will not lose any wages, rights or benefits as a result of this arrangement.

6.06 The parties agree that employees are protected under any current and future whistleblower policies of McMaster University and that no employee will suffer any reprisals for good faith complaints on matters covered under such policies.

6.07 The Employer and the Union are committed to addressing employment equity issues and recognize the need to discuss areas of mutual concern.

6.08 McMaster University is strongly committed to employment equity within its community, and to recruiting a diverse faculty and staff. Further, the University is committed to

working with CUPE to address employment equity issues of mutual concern within the bargaining unit, in an attempt to find a resolution. The JLMC is an appropriate forum for this purpose.

Accommodation

- 6.09 The parties acknowledge their respective obligations to accommodate the medical restrictions of bargaining unit members with disabilities. Where appropriate supporting medical documentation indicates the need, a workplace accommodation plan will be developed in consultation between the Supervisor, the Senior Manager, Health, Safety and Risk Management, or his/her designate, and the employee with a disability requiring workplace accommodation. The Union will be informed of the name and Department of any employee for which a plan has been developed. Members of this bargaining unit are eligible to access the McMaster University Special Measures Contingency Fund (a.k.a. the "Accommodation Fund"). Any requests must meet the funding criteria as outlined in the McMaster University Special Measures Contingency Fund policy. Documentation pursuant to this Article will be kept in confidence and made available to relevant individuals strictly on a need to know basis.

ARTICLE 7 – UNION SECURITY

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

ARTICLE 8 – INFORMATION

- 8.01(a) Within 7 days following the end of each month and based on the most accurate information to which the Employer has access, the Employer agrees to provide the Union an alphabetized list of all employees, including their first and last names, a unique employee identifier, individual gender identification, Department of work, mailing address provided by the employee, email address, telephone number as available on the human resource/payroll information system.

- (b) To the extent that such information is available to the Employer, the Employer agrees to include in the list referenced in Article 8.01(a) above, information about the total number of bargaining unit employees in each of the following categories: (i) number of males; (ii) number of females; (iii) number of married employees; (iv) number of single employees.
 - (c) The Employer agrees to provide the Union twice a year with a list of Sessional Faculty and Hourly-Rated Sessional Music Faculty Appointments. A list including Appointments in the previous Fall/Winter Academic Terms will be provided no later than April 30. A list including Appointments in the previous Spring/Summer Academic Terms will be provided no later than August 30. The list will include employee name, Faculty/Department of each Appointment, course number, and number of units associated with the Appointment. This information shall be provided in agreed upon electronic format.
- 8.02(a) The Employer will have copies of this Agreement printed following ratification by both parties. Within 30 days following the parties' mutual agreement on the final text, it will be sent to the printer. The Union will be entitled to 75 copies of this Agreement, the cost of which shall be reimbursed to the Employer.
- (b) The Employer will provide the Union with a copy of this Agreement in an agreed upon electronic format.
 - (c) The Employer will also:
 - (i) make copies of this Agreement available within 1 month of the printing of this Agreement in all Human Resources Services Offices and in each Department; and,
 - (ii) provide access to a copy of this Agreement to each employee, at no cost to the employee, upon commencement of his/her assignment. This Agreement will be provided to the employee in an agreed upon electronic format, unless a printed copy is requested by the employee.
- 8.03 The Canadian Union of Public Employees, Unit 2, will share the bulletin board space with the Canadian Union of Public Employees, Units 1 and 3. The Employer will ensure that all bargaining unit members are informed of the location of bulletin boards in their employment area.
- 8.04 Information about the general operation of the University that may be of assistance to employees in the performance of their duties will be gathered in the form of Sessional Faculty Notes and employees will be informed of the website address for the current posted version of the Sessional Faculty Notes with each Appointment Letter.
- 8.05(a) The Employer's current practice is to file Records of Employment ("ROEs") electronically with Human Resources and Social Development Canada. Employees are currently able to view and print their ROEs from the "servicecanada" website. If the Employer's practice of electronic filing is going to change, the Union will receive 10 business days' notice of the change.
- (b) With respect to the allocation of hours on an employee's ROE, the parties agree to adhere to the Memorandum of Settlement dated March 5, 2002, entitled "Appeal Procedure on Hours of Work of Sessional Lecturers for the purposes of Eligibility for

Employment Insurance,” which can be found at www.workingatmcmaster.ca/med/document/CUPE2-howroe-MOA-1-42.pdf. Please note paragraph 3 of the Memorandum which reads, “The Sessional Lecturer shall inform the Supervisor no later than 30 days after the last day of classes in the relevant course that the Lecturer required more than 238 hours per session to prepare and deliver the course.”

ARTICLE 9 – NO STRIKE OR LOCKOUT

- 9.01 There shall be no strike or lockout during the term of this Agreement. The words “strike” and “lockout” shall be as defined in the Ontario *Labour Relations Act, 1995*, (S.O. 1995, c.1, Sch. A, as amended).
- 9.02 The Union agrees that it will not involve the Employer in any dispute which may arise between any other employer and the employees of any other employer.
- 9.03 In the event that any person represented by a trade union and employed by the Employer, other than those represented by the Union, engage in a lawful strike or is lawfully locked out, members of CUPE Local 3906, Unit 2 will not be required to perform work normally performed by those persons. The Employer shall ensure that all Supervisors are informed that members of the bargaining unit should not be requested to do such work.

ARTICLE 10 – GRIEVANCE PROCEDURE

- 10.01(a) It is the Employer’s responsibility to maintain an environment in which employees remain free from harassment, intimidation, and any threats, explicit or implied which are designed or might reasonably be understood to dissuade an employee from exercising his/her rights under Article 10 Grievance Procedure or any other right provided for in this Agreement.
- (b) The parties recognize the principle of confidentiality and agree that all grievances will be discussed, disseminated or otherwise shared by each of them including the identity of the grievor(s) and the fact and the substance of individual grievance(s), on a need to know basis as determined by each of them in their discretion.
- (c) To ensure that complaints of employees are remedied as quickly as possible, the parties agree that the procedure for submitting and dealing with grievances, which shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement, shall be as follows:
- (i) Pre-Grievance: Except in the case of a grievance arising from a complaint of several individuals, or individual grievances regarding the same issue, which are consolidated and submitted at Step 2, as specified in Article 10.03, it is understood that an employee has no grievance until he/she has first given his/her Supervisor an opportunity to address his/her complaint. If an employee has a complaint, he/she must discuss it in the presence of his/her steward, or other Union Representative, if he/she so desires, or

exchange correspondence about it with the Supervisor within 20 business days after the date on which the circumstances giving rise to the complaint originated or occurred, or within 20 business days after the date on which s/he reasonably ought to have known of the circumstances giving rise to the complaint. The Supervisor must give his/her reply to the complainant, with a copy to the Union if a Union Representative attended the Pre-Grievance meeting, within 20 business days, of the matter having been brought to her/his attention. If the employee is not satisfied with the Supervisor's response, s/he may file a written grievance in the following manner and sequence:

- (ii) Step 1: The employee may submit a written grievance signed by himself/herself and his/her steward, or Union Representative to the Chair (or the Chair's equivalent or designate) of the Department in which the employee works, within 20 business days after receiving the reply of the Supervisor. The nature of the grievance and the remedy sought shall be clearly set out in the grievance. The Department Chair or his/her equivalent or designate will deliver his/her decision in writing within 20 business days following the day on which the grievance was submitted to him/her. Failing settlement at this Step, then:
 - (iii) Step 2: Within 15 business days following a decision under Step 1, the grievor(s) may present the written grievance to the Dean of the Faculty (or his/her designate) in which the grievor(s) is employed, or Associate Vice-President, Academic (or his/her designate) if the grievor(s) Department is not administered by a particular Faculty. The Dean or Associate Vice-President, Academic (or his/her designate) will hold a meeting within 15 business days with the grievor(s), the Steward or Union Representative who signed the grievance and an E/LR Representative to discuss the grievance. The Dean or Associate Vice-President, Academic (and/or his/her designate representative) shall give his/her decision in writing within 15 business days from the date of the meeting. Failing settlement at this Step, then:
 - (iv) Step 3: Within 15 business days following a decision under Step 2, the employee(s) may present the written grievance to the Vice-President, Academic. The Vice-President, Academic, or his/her designate, will convene a meeting with the grievor(s), the Steward or Union Representative who signed the grievance, and 2 other representatives designated by the President of the Local and at the Vice-President's or designate's discretion, an E/LR Representative, to discuss the grievance. The Step 3 reply is required in writing within 15 business days after the date on which the grievance was submitted to him/her. Failing a satisfactory settlement at this Step, the grievance may be referred to arbitration within 15 business days of the date on which the reply to Step 3 was given.
- (d) Where the Supervisor is a Department Chair or Faculty Dean, the employee shall, after discussing the complaint with his/her Supervisor and if not satisfied with the reply, advance to either Step 2 or Step 3 of the Grievance Procedure, as the case may be.

- 10.02 A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of this Agreement shall be originated at Step 2. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute any individual grievance directly affecting an employee which such employee could himself/herself institute, thereby passing the regular Grievance Procedure. Any grievance by the Employer or the Union as provided for in this paragraph shall be commenced within 10 business days after the circumstances giving rise to the grievance have occurred or within 10 business days of the time the grieving party reasonably ought to have known of the circumstances. The grievance must be signed by the Vice-President, Academic or the Union President respectively, or their designates. Where the grievance affects more than 1 Faculty, it shall be originated at Step 3.
- 10.03 A grievance resulting from a complaint of several individuals, or individual grievances regarding the same issue, may be consolidated and submitted at Step 2 of the Grievance Procedure, within 20 business days after the date on which the circumstances giving rise to the complaint(s) originated, or occurred, or ought reasonably to have been known by the grieving parties.
- 10.04 A claim by an employee that he/she has been unjustly disciplined or whose contract has been unjustly terminated prior to the expiry date, shall be treated as a grievance if a written statement of such grievance, setting out the nature of the grievance and the remedy sought is lodged at Step 2 of the Grievance Procedure within 15 business days after the discipline or discharge takes effect. Following the filing of a grievance under this Article 10.04, the grievance process in Article 10.01 shall be expedited such that each Employer response and each Union referral to a subsequent Step in the grievance process shall normally occur within 10 business days.
- 10.05 The Employer and the Union shall attempt to schedule grievance meetings so as not to interfere with the grievor's employment duties. In the event that an employee's presence is required for a grievance meeting or attendance at arbitration, the employee will make every attempt to arrange an exchange or substitution for his/her duties and will advise the Supervisor of such arrangements. Upon receiving notice of any pending meeting the employee shall provide the Supervisor with reasonable notice.
- 10.06 All agreements reached under the Grievance Procedure between the representatives of the parties will be final and binding upon the parties and the employees.
- 10.07 No matter may be submitted to arbitration which has not been properly carried through all the requisite steps of the Grievance Procedure. Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure.
- 10.08 If the Employer or the Union requests that a matter be submitted to arbitration, it shall make such request in writing addressed to the other party. In the case of a referral by the Union the referral will be sent to the E/LR Representative who has been involved in the Grievance Procedure and, in the case of a referral by the Employer, the referral will be sent to the President of the Local. Within 10 calendar days after the referral is received, the parties shall attempt to agree on the selection of a sole arbitrator. If they are unable to agree on a sole arbitrator, the referring party may then request the Minister

of Labour to appoint a sole arbitrator. No person may be appointed as an arbitrator who has been involved in an attempt to settle that grievance that is the subject matter of the referral.

10.09 The Arbitrator shall be governed by the following provisions:

- (a) he/she shall hear and determine the grievance and shall issue a decision which shall be final and binding on the parties and employees;
- (b) he/she shall not have jurisdiction to: (i) amend, alter, modify or add to any provisions of this Agreement; or, (ii) make any decision inconsistent with the terms and provisions of this Agreement provided that this prohibition does not affect the arbitrator's statutory authority to modify disciplinary penalties;
- (c) the parties hereto will share equally the fees and expenses of the arbitrator;
- (d) if he/she considers it necessary to do so, the arbitrator shall have the authority to take a view of the Employer's premises insofar as he/she determines that such a view may be relevant to his/her decision; and,
- (e) he/she shall, in the first instance, have the jurisdiction to determine whether the grievance is arbitrable.

10.10(a) The time limits fixed in both the Grievance and Arbitration Procedures may be extended only by written consent of both parties to this Agreement. Similarly, any step of the Grievance Procedure may be waived by written consent of the responding party.

(b) In exceptional circumstances the Union may direct to the attention of the Director of Employee/Labour Relations (legal) or his/her designate a request that a grievance that would otherwise be submitted at Step 1 or Step 2 be expedited by having the matter addressed at a single grievance meeting. Such a request will include the grievance and the reasons for the Union's request that the grievance be expedited. Should the Director of Employee/Labour Relations (legal) or his/her designate agree to expedite the grievance as requested he/she will provide, after appropriate consultation, the Union of the name of the Employer representative who will hear the grievance and the timelines will be those of Step 3 of the Grievance Procedure. If such a request is denied, the grievance will be heard at the appropriate Step of the formal Grievance Procedure as though it had been received on the date that the Union's original request to expedite the matter was received.

10.11 Notwithstanding all of the provisions of Article 10, the parties hereto may agree that a grievance be referred to a Board of Arbitration. At the time that a grievance is submitted to arbitration the referring party shall nominate its representative. Within 10 calendar days thereafter the other party shall nominate its representative and notify the referring party. The 2 representatives shall, within 10 calendar days after the nomination of the responding party's representative, attempt to settle by agreement the selection of the Chair of the Arbitration Board. If the representatives are unable to agree on a Chair, they may then request that the Minister of Labour appoint a Chair. Members of the Arbitration Board shall have the same powers and be subject to the same restrictions as a sole arbitrator appointed under this Agreement. No person may be appointed to the

Arbitration Board if that person has been involved in an attempt to settle the grievance that is to be heard by the Arbitration Board.

- 10.12 If a candidate applies for a bargaining unit position and grieves the Employer's decision not to appoint the candidate to that position, or, if the Union initiates a pre-grievance query, the Employer, via the appropriate E/LR Representative, will provide the Union with the name of the appointee, and the candidate's current and aggregate seniority as stated on the candidate's application, and whether the employee holds a First Consideration Appointment.
- 10.13 After Step 3, by mutual consent, the parties may choose to resolve the matter through mediation. The cost of mediation will be shared equally by the parties. The names of 3 mediators will be suggested by the party initiating the mediation. From this list, a mutually acceptable mediator will be chosen by the responding party.

ARTICLE 11 – DISCIPLINE AND DISCHARGE

- 11.01(a) The Employer accepts and will adhere to the principles of progressive discipline. The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Where appropriate, discipline will be preceded by counselling. Progressive discipline will typically involve:
- (i) a verbal warning first,
 - (ii) followed by a written warning,
 - (iii) followed by suspension prior to discharge.
- (b) Disciplinary action shall be documented and communicated at a meeting convened specifically for that purpose.
- (c) Subject to the Union's right to grieve the Employer's decision to do so, the Employer may skip 1 or more steps in the progressive disciplinary process, having regard for the severity of the conduct in question and the relevant mitigating and aggravating factors, if any.
- 11.02 The Employer and the Union acknowledge that disciplinary investigations must be treated as confidential by all parties. Information shared with affected parties during the course of an investigation shall not constitute a breach of confidentiality for the purposes of this Article.
- 11.03 An employee has the right to be accompanied by a Union Representative at each disciplinary meeting. The Employer will inform the employee of this right. If an employee chooses not to exercise this right, his/her decision shall be communicated to the Union and Employer in writing.
- 11.04 When the Employer is considering disciplining an employee, the Employer will meet with the employee and a Union representative unless the employee chooses not to exercise his/her right under Article 11.03. At this meeting, the Employer will advise the employee of the reason(s) for the meeting and provide the employee with an opportunity to respond. Within 5 business days of this meeting or within 5 business days of any additional meeting(s) the Employer may require to follow-up on the details

of the employee's response, the Employer will impose discipline, if any.

- 11.05 The Employer will remove warnings or suspensions in an employee's employment file after the employee has worked 3 academic terms or a maximum of 24 months during which there has not been subsequent discipline during that period of time.
- 11.06 The parties agree that all documentation related to matters subject to Article 11 shall be handled in accordance with the principles set forth in Article 10.01(b).
- 11.07 A copy of all disciplinary letters regarding warnings (written or verbal), suspensions or discharges shall be provided to the Union, within 2 business days of their issuance to the employee and will be marked "confidential".
- 11.08 If any disciplinary action is rescinded, the discipline will be removed from the employee's employment file. If an employee is disciplined, the employee may add his/her written comments to his/her employment file if he/she wishes.

ARTICLE 12 – POSTINGS, SELECTION AND APPOINTMENTS

Posting of Vacancies

- 12.01(a) When a vacancy exists, subject to Article 12.03, the vacancy will be posted online, on a central, publicly accessible University website, for at least 2 weeks, and whenever possible at least 10 weeks in advance of the commencement of the Appointment.
- (b) Postings for the Fall Term and Winter Term will be posted no sooner than the first day of the previous January. Postings for the Spring/Summer Term will be posted no sooner than the first day of the previous September. The Employer will endeavour to post vacancies between March 1st and July 31st of the previous academic year.
- (c) Job Postings shall contain the following:
 - (i) date of the posting;
 - (ii) date by which the application must be received;
 - (iii) the Department;
 - (iv) course name and course number;
 - (v) projected enrolment;
 - (vi) projected number of Sections;
 - (vii) projected TA support;
 - (viii) wage rate;
 - (viii) number of units;
 - (x) starting time and duration;
 - (xi) Term
 - (xii) location (on/off campus);
 - (xiii) qualifications required;
 - (xiii) employment equity statement "All qualified candidates are encouraged to apply. However, those legally able to work in Canada and at McMaster University will be given priority. McMaster University is strongly committed to employment equity, within its community, and to recruiting a diverse faculty and staff. Accordingly the University especially encourages applications from women, members of visible minorities, aboriginal persons, members of sexual minorities and persons with disabilities."

- (d) The Employer will not appoint multiple employees to teach a single Section unless the Employer is not able to find a single qualified Applicant. Where a vacancy is not filled because there is no single qualified Applicant, the vacancy may be split into multiple vacancies and posted in accordance with Article 12.01a). In these circumstances, all Applicants to the original vacancy will be considered to have applied to each of the consequent vacancies.
- (e) No offer of employment will be made until after the posting has been on the designated website for at least 2 weeks and has closed.
- (f) The Union may direct questions regarding a job posting to the Director of Administration in the Faculty from which the posting arises. If resolution is not reached following discussion with the Director of Administration, the Union may initiate a grievance in the matter at Step 2 with the Dean of the Faculty.
- (g) Applicants will not be required to submit proposed course outlines, calendars of events or reading lists as part of their application for a posted position, except that, a Department may require this information from short-listed candidates solely for the purpose of selecting the successful candidate. The materials described above which are voluntarily submitted prior to short-listing shall not be considered in the short-listing process.
- (h) An employee applying for a vacancy will include the information necessary for determining his/her current and/or aggregate seniority as defined in Article 20 in this Agreement.
- (i) The Employer will advise on the posting that candidates are expected to submit the above mentioned information.

12.02 The Employer shall use the Sessional Faculty posting form, found at <http://www.workingatmcmaster.ca>.

Exceptions to Posting Requirements

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

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

- (b) When the Employer is not required to post pursuant to Article 12.03(a)(i) and the Employer chooses to fill an available position with a Sessional Appointment, the Employer will offer the position to the best qualified candidate, if any, from among those who submitted applications for the most recent posting of that position, subject to the provisions of Article 12.05(a).

Waiver of Posting Form

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

Selection

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

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

These criteria are not listed in order of priority.

Where Applicants Are Equal

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

Appointments

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

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

12.09 Letters of Appointment, once signed by the employee and returned to the Employer, shall be sent to the Union within 30 days. Within 1 week of the Employer's receipt of the letter of acceptance from the successful Applicant, the Employer will indicate on the postings website that the position has been filled.

12.10 The Employer agrees that it will not post and/or offer single unit Appointments with the intention of avoiding posting 3, or 6-unit Appointments. No posting or Appointment shall be for less than 1 unit.

12.11(a) In the event an Appointment is filled by more than 1 employee, each employee will share proportionately in:

- (i) the assigned wages;

- (ii) the total seniority credits;
 - (iii) any applicable supplemental fees; and,
 - (iv) any applicable cancellation stipend.
- (b) In the event an employee is sharing an Appointment with a non-bargaining unit member, he/she will receive the following in accordance with the proportion of the course Section(s) taught:
- (i) the assigned wages;
 - (ii) the total seniority credits;
 - (iii) any applicable supplemental fees; and,
 - (iv) any applicable cancellation stipend.

12.12 Teaching Experience for PhD Students

The provisions of Article 12.12 come into effect September 1, 2015.

- 12.12(a) The Employer may offer, without posting, an Appointment to 1 Section of a course to a McMaster University PhD student provided that:
- (i) the total number of Appointments made per Faculty pursuant to Article 12.12, will not exceed 11% of the total number of course Sections held by bargaining unit members in that Faculty in the previous academic year; and
 - (ii) normally the distribution of Appointments will not be significantly disproportionate across the academic units in each Faculty; and
 - (iii) no doctoral student may be assigned more than 2 Sections over the duration of their doctoral studies to a maximum of 6 units of teaching; and
 - (iv) PhD Students given Appointments under Article 12.12 will be deemed a Unit 2 employee under the terms of this Agreement; and
 - (v) the First Consideration Appointment of another employee that would have otherwise been offered under Article 12.13 is not affected; and
 - (vi) the Union will be provided a complete list of all Appointments under Article 12.12, by the first day of the second month of each Term. This list will include: employee name, year of study, academic unit of the Appointment, total number of Sections taught under this provision, and units assigned.

12.13 First Consideration

Standard First Consideration

Eligibility

- 12.13(a)(i) In the event an employee has held the last 2 consecutive Appointments to the same course, regardless of the number of Sections per Appointment, that employee shall be eligible for First Consideration in accordance with Article 12.13(a)(ii). The Employer will not refuse to offer a second Appointment to an otherwise qualified Applicant to avoid the First Consideration obligation pursuant to Article 12.13(a)(ii).

Entitlement

- 12.13(a)(ii) An employee eligible for First Consideration in accordance with Article 12.13(a)(i), will be appointed to the same course the next 2 times it is offered as a bargaining unit Appointment, provided that he/she continues to meet the criteria in Article 12.05 and subject to Article 12.13(c).

Enhanced First Consideration

Eligibility

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

Entitlement

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

12.13(b)(iii) When the same course is held consecutively by the same employee, Standard First Consideration need only be completed once.

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

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

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

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

12.13(e) Notwithstanding Articles 12.13(a)(ii) and 12.13(b)(ii), the course(s) held by an employee giving rise to eligibility for Standard or Enhanced First Consideration must have been appointed following a competitive posting process and not as a consequence of a First Consideration Appointment.

12.13(f) Articles 12.13(b)(i) and 12.13(b)(ii) are effective September 1, 2015.

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

Faculty Postings

12.15 The Employer will provide the Union with a copy of all faculty postings.

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

Duties

- 12.17 If requested by either the Supervisor or employee, a discussion will occur between the employee and his/her Supervisor with respect to the duties associated with the employee's Appointment. This discussion will normally take place prior to the commencement of the Appointment.
- 12.18 A bargaining unit member shall not be required to exercise the management functions of discharging, suspending or otherwise disciplining a teaching assistant assigned to them. A bargaining unit member shall be accountable for supervising teaching assistants and for reporting concerns to his/her Supervisor that may lead to disciplinary action.

Orientation

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

ARTICLE 13 –INSTRUCTIONAL RESOURCES

- 13.01(a) The Employer agrees to provide all members of the Union with appropriate office space. Best efforts will be made to provide reasonable access to the use of other facilities, services and equipment related to members' teaching duties and responsibilities (e.g. McMaster University e-mail, photocopying, audio/visual equipment, telephone). Each employee shall have access to a mailbox or file for mail and the Employer shall ensure that all employees have secure storage space for course materials. Office and instructional materials related to the employee's instructional responsibilities will be available on the same basis as faculty members in the academic unit. Any difficulties in this area may be brought to the attention of the appropriate Dean. If a resolution is not reached, the Union may initiate a grievance in the matter at Step 2 with the Associate Vice-President, Academic.
- (b) The Employer shall provide Hourly-Rated Sessional Music Faculty with proper and adequate studio space to carry out the duties expected of them and will provide properly tuned and regularly maintained pianos as required in the performance of Hourly-Rated Sessional Music Faculty's duties. For clarity, the Employer shall not require Hourly-Rated Sessional Music Faculty to use their personal equipment or studio space. It is understood that Hourly-Rated Sessional Music Faculty may choose to use alternate (non-McMaster University) studio space to carry out their duties, subject to the agreement of the Director of the School of the Arts, such agreement shall not be unreasonably denied.
- 13.02(a) The Employer agrees to provide each employee with an email account following the return of a signed copy of the letter of Appointment and the completion of the requisite

forms. Access will be provided for the duration of the Appointment, or 12 months, whichever is the later. Employees who need an extension of their email account may direct a request to their Department Administrator.

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

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

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

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

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

- (b) As an example, where an employee believes that the number of functional seats and work/writing surfaces/spaces available in the assigned classroom, laboratory or studio is insufficient for the number of students in a group, the employee may notify the Dean.

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

ARTICLE 14 – EVALUATIONS

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

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

- (c) Any such evaluations shall be included in the employment file, separate from the employee's academic file if the employee is or has been a student. A copy of such evaluations placed on the employment file will be provided to the employee. After giving 2 business days notice of his/her wishes, an employee may examine his/her employment file.

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

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

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

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

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

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

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

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

(b) The employee may add his/her written comments to the Supervisor's evaluation if he/she wishes. Any such written comments shall be appended to the evaluation.

14.04(a) The employee will request student participation in course evaluations.

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

ARTICLE 15 – WAGES AND SUPPLEMENTED FEES

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

(b) An employee in CUPE Unit 3 who has taught at least 18 units as part of his/her

employment in the Unit 3 bargaining unit and who subsequently obtains a Sessional Faculty position in the Unit 2 bargaining unit will qualify to be paid at the appropriate Seniority rate on the same basis as Unit 2 employees.

(c) **Lump Sums**

Employees holding an Appointment during the Eligibility Period will be provided a lump sum payment in accordance with Schedule B. Lump sum payments are subject to applicable statutory deductions.

15.02 In addition to the wages as set out in Article 15.01 and Schedule A, the employee shall be eligible to receive supplemented fees as set out in this Article and Schedule C. The actual rate of pay, when in excess of the base rate of pay is deemed to include any supplemented fees owing, to the extent of the excess amount. If the actual rate of pay is less than the sum of the base rate of pay and the supplemented fees owing then the employee shall receive the difference. Supplemented fees shall be processed automatically.

15.03(a) When a Sessional Faculty is appointed or assigned duties at a place of work other than McMaster University main campus, he/she will be reimbursed for those reasonable costs of travel to and from the off-campus place of work which are in excess of the normal costs of travel to and from his/her principal residence and the McMaster University main campus. Reimbursement will be the kilometrage allowance prescribed in the *Reimbursements to Individuals for University Business* (as revised from time to time).

(b) Hourly-Rated Sessional Music Faculty who reside outside the City of Hamilton and who must travel to McMaster University in order to give instruction will be provided with a travel allowance at a rate of \$40.00 per trip. An employee who resides greater than 80 kilometres from the main campus must self-declare to his/her Department his/her status as eligible to claim a non-taxable travel allowance.

Cancellation Fees in effect until April 30, 2015

15.04(a) If the Employer cancels an Appointment after it receives the signed Appointment Letter, it will pay the Sessional Faculty employee a cancellation stipend of \$1,000.

(b) If the Employer cancels an Appointment after it receives the signed Appointment Letter on or after the first day of class, the cancellation stipend will be \$2,000.

(c) In the event the University cancels, or the student withdraws from, an Hourly-Rated Sessional Music Faculty's Appointment during the Appointment, the employee will be paid one half of the balance of his/her contract term or 3 hours of pay, whichever is less.

Cancellation Fees in effect May 1, 2015

(d) If the Employer cancels an Appointment after it receives the signed Appointment Letter, it will pay the Sessional Faculty employee a cancellation stipend of \$1,000.

(e) If the Employer cancels an Appointment after it receives the signed Appointment Letter, and after the date that is 2 weeks prior to the date that the Appointment commences, it will pay the Sessional Faculty employee a cancellation stipend of \$2,000.

- (f) In the event the University cancels, or the student withdraws from, an Hourly-Rated Sessional Music Faculty's Appointment during the Appointment, the employee will be paid one half of the balance of his/her contract term or 3 hours of pay, whichever is less.

Post Contract Work

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

ARTICLE 16 – HEALTH AND DENTAL BENEFITS

16.01 Union Expenses Fund

For the purposes of the CUPE Local 3906 administered expenses, the Employer will remit to the Union, at the start of the contract year, the value of one 6 unit course:

Year 1 (effective May 1, 2013): \$13,029.50
Year 2 (effective May 1, 2014): \$13,029.50
Year 3 (effective May 1, 2015): \$13,850.00
Year 4 (effective May 1, 2016): \$14,050.00
Year 5 (effective May 1, 2017): \$14,100.00

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

Year 1 (effective May 1, 2013) \$50,000.00
Year 2 (effective May 1, 2014) \$50,000.00
Year 3 (effective May 1, 2015) \$50,000.00
Year 4 (effective May 1, 2016) \$50,000.00
Year 5 (effective May 1, 2017) \$60,000.00

(b) CUPE Local 3906 will:

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

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

16.03 A Professional Development Fund will be available through funding provided by the Employer and administered by CUPE Local 3906 in amount of \$30,000.00, annually for the life of the Agreement. The Employer shall make the initial payment to the Union as soon as possible following the date of ratification by both parties. The Employer shall make the remaining payments to the Union on May 1st of each subsequent year of the Agreement.

16.04(a) Effective May 1, 2016, the Employer will contribute \$62,000.00 annually towards the premiums for dental benefits for employees. The Employer and Union agree to meet in the summer of 2015 and thereafter as necessary to discuss how the Dental benefits plan will be implemented.

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

(c) The University agrees to make deductions from employees' pay for dental premiums provided:

(i) the deductions are compatible with the University's payroll system;

(ii) CUPE Local 3906 will pay ½ of the administrative costs;

(iii) administrative cost are 10% of the premiums of the Dental Plan.

It is understood that the costs referenced in 16.04(c)(ii) will be paid by employees enrolled in the dental plan via payroll deduction.

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

16.06 **EFAP**

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

16.07 **T2200 Forms**

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

ARTICLE 17 – HEALTH AND SAFETY

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

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

- (i) The Employer and the Supervisor shall make all reasonable provisions for the health and safety of employees, including, but not limited to: informing all employees of any procedures or policies established by the Employer and associated with the safe handling of materials or equipment and requiring them to follow such procedures or policies; obliging all employees to use all required protective devices, clothing or equipment; and, advising all employees of the existence of hazards associated with the employee's employment duties, of which the Employer is aware or ought reasonably to be aware. The Employer and employees shall comply with the *OHSA*.
- (ii) While the Employer is ultimately responsible for health and safety, the employee shall ensure that any student or other person under his/her care or jurisdiction is informed of any known health and safety hazards and the requirement to follow procedures or policies established by the Employer and associated with the safe handling of materials or equipment, including the requirement to use any protective devices, clothing or equipment.
- (iii) Employees are required to abide by Employer policies and procedures with respect to health and safety and to carry out their work in compliance with Section 28 of the *OHSA*, "Duties of Workers."

17.03(a) Subject to the provisions of the *OHSA*, the Employer agrees that the Union has the option to be represented by 1 current bargaining unit member on each of the Joint Health and Safety committee(s) ("JHSC") responsible for an area in which members of the bargaining unit are employed. Subject to *OHSA*, the Union also has the option to be represented by 1 current bargaining unit member on the Central JHSC. Employees shall exercise their rights under the *OHSA* through these committees and as per the *Act*.

- (b) Environmental and Occupational Health Support Services ("EOHSS") will supply notice of vacancies to the Union.
- (c) The work places for CUPE Local 3906 Unit 2 employees are the academic locations where they teach.
- (d) The academic based JHSCs as required by the *OHSA* include:
 - Business
 - Arts (including Social Sciences and Humanities)
 - The Ivor Wynne Centre (including Recreational Services and Kinesiology)
 - Science
 - Engineering
 - Health Sciences
 - MDCL
 - MCIARS
 - Satellite campuses, where required by the *OHSA*; and
 - Other, as subsequently designated by the Central JHSC.

- (e) The Employer maintains the right to relocate and/or make changes to the JHSCs as conditions require or as it deems appropriate.
- (f) One employee may be placed on each of the JHSCs for the locations noted in (b) so long as employees from Local 3906 Unit 2 are employed in such locations.
- (g) The selected employee representatives who serve on JHSCs must be employed within the workplace/academic location represented by the JHSCs.
- (h) The introduction and placement of selected employee representatives onto JHSCs will be facilitated by EOHSS. CUPE Staff or the Health and Safety Officer will advise EOHSS who the CUPE representatives are in writing.
- (i) A bargaining unit member who is a worker representative on a JHSC will be deemed to be at work and will be compensated at the applicable hourly rate for time spent by the employee carrying out his/her worker representative duties, including 1 hour of preparation time, as set out in the *OHSA*.

17.04 The parties understand and agree that the right to refuse unsafe work is guaranteed as per the *OHSA*. If Section 43 of the *OHSA* is repealed at any time in the future, then the parties agree that Section 43 of the *OHSA* will form part of this Agreement at the time of its repeal and that the role of the inspector will then be assumed by the Senior Manager, Health, Safety and Risk Management. Should Section 43 of the *OHSA* form part of this Agreement in the future, it shall be interpreted in compliance with the Ontario Labour Relations Board cases and court cases which interpreted Section 43 of the *OHSA* prior to its repeal.

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

(b) Employees are encouraged to complete an "Injury/Incident Report" form, which can be found at <http://www.workingatmcmaster.ca/eohss/forms> in conjunction with their Supervisor. A summary of all such "Injury/Incident Report" forms will be forwarded to the Central JHSC, with a copy of the "Injury/Incident Report" to the Union.

17.06 **No Violence in the Workplace**

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

(b) "Workplace violence" shall be deemed to take the definition as set out in the *OHSA* as amended. The definition of workplace violence as at the date of ratification is:

- (i) the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
- (ii) an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker,
- (iii) a statement or behaviour that it is reasonable for a worker to interpret as a threat to

exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.”

- (c) Employees are encouraged to report Workplace Violence to their Supervisor as well as to their Union Representative and, where appropriate, to file an “Injury/Incident Report” form. A summary of all such “Injury/Incident Report” forms will be forwarded to the Central JHSC, with a copy of the “Injury/Incident Report” to the Union. The Employer may, at its discretion, conduct an investigation.
- (d) If the Employer becomes aware that Workplace Violence has occurred the Employer will take every precaution reasonable in the circumstances to prevent a recurrence.
- (e) Employees will be entitled to register for the training program provided by EOHSS. If an employee chooses to attend such training it will be during non-working hours.
- (f) The Employer and the Union recognize that where preventative measures have failed to prevent violent incidents, the employee will be entitled to access counseling and support available through the Employee and Family Assistance Program (“EFAP”), at no cost to the employee. If counseling needs to be scheduled during an employee’s working hours, the employee will have reasonable flexibility to attend such counseling, having regard for the needs of his/her employment responsibilities. The employee may have his/her employment duties altered in appropriate circumstances.
- (g) A grievance alleging an incident or incidents of violence in the workplace may be commenced at Step 3 of the grievance procedure.

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

17.08 The Employer will provide First Aid kits in the Workplace. The number and location of First Aid kits shall be reviewed annually.

17.09 **Education and Training**

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

17.10 **Disclosure of Information**

- (a) The Employer shall disclose information in accordance with the *OHSA* and related

University policies and programs.

- (b) The Employer will provide information regarding hazardous substances in accordance with the Hazardous Materials provisions of the Risk Management Manual.

17.11 **Ergonomics**

The handling of ergonomic concerns will be as outlined in the Ergonomics Program set out in the Risk Management Manual.

17.12 **Safety Equipment**

Employees will not be required to purchase their own protective equipment and clothing. The Employer will provide protective equipment and clothing when required by the OSHA and will ensure that safety equipment, materials, and protective devices (including protective clothing) are maintained in good condition. The Employer shall cover the cost of required cleaning of protective wear and clothing.

17.13 **First Aid/CPR Certification**

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

17.14 **Risk Management Manual**

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

ARTICLE 18 – LEAVES

18.01 **Unplanned Leave**

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

Bereavement

- (b)(i) In the event of a death of a member of an employee's immediate family the employee is entitled to bereavement leave up to a maximum of 1 calendar week provided the employee promptly contacts his/her Supervisor to make arrangements to make up the missed class(es) and lost time. When making up the class(es) is a practical impossibility, an alternate arrangement, approved by the Supervisor, will be made. Such

leave will result in no loss of pay. Please see Article 3 for the definition of "immediate family".

- (ii) If bereavement leave is required in the event of the death of a person significant to the employee and not specifically named in Article 18.01(b)(i), or additional leave is required in circumstances covered by Article 18.01(b)(i), it may be granted up to a maximum of 2 consecutive business days provided the employee promptly contacts his/her Supervisor to make arrangements to make up the missed class(es) and lost time. When making up the class(es) is a practical impossibility, an alternate arrangement, approved by the Supervisor, will be made. Such additional bereavement leave will result in no loss of pay. Such request will not be unreasonably denied.

Court Leave and Jury Leave

- (c) An employee who is required, under a summons or subpoena, to serve as a juror or a witness will be granted a leave. Such leave will be without loss of pay provided the employee promptly contacts his/her Supervisor to make arrangements to make up the missed class(es) and lost time. When making up the class(es) is a practical impossibility, an alternate arrangement, approved by the Supervisor, will be made. The employee shall provide his/her Supervisor with a copy of the summons or subpoena which indicates the period of jury duty or witness service required as soon as possible after receipt of the same.

Family Responsibility Leave

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

Compassionate Leave

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

18.02 Planned Leave

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

employee is a party to the court proceedings.

18.03 **Parental and Adoption Leaves**

(a) **Pregnancy Leave**

- (i) An employee who expects to commence a pregnancy leave prior to the end of a Term will advise her Supervisor as soon as is reasonably possible of this intent and the planned end date for her work. The employee will assist the Supervisor in completing the arrangements necessary to transfer any uncompleted work. An employee holding more than 1 Appointment will advise all affected course Supervisors. Should the leave need to commence sooner than the date arranged, the employee will advise the Supervisor(s) as soon as is reasonably possible of this change in the plan. The employee will be paid at the rate of 40% of the minimum rate of pay for the balance of the Term in which the pregnancy leave commences. The employee may not return to this Appointment for the balance of the Term in which the pregnancy leave commences.
- (ii) An employee taking a pregnancy leave under (i), or giving birth while not holding an Appointment, will be paid 40% of the minimum rate of pay for the complete term commencing immediately following the term in which the pregnancy leave under (i) commenced or the birth occurred if the additional term is:
 - (a) The second Term of an original 6 unit Appointment, or
 - (b) A Term for which the employee had already accepted an offer as the successful Applicant in a competition for a course in which the employee holds current seniority, or
 - (c) A Term that is part of a planned sequential Appointment, or
 - (d) A Term in which a course is next offered as a Sessional Faculty Appointment following the employee having had a "First Consideration" Appointment to that course under Article 12.13(a)(ii) or 12.13(b)(ii).
- (iii) For the purposes of pregnancy leave under (ii), the Spring/Summer session academic term is considered as 1 Term. An employee who holds more than 1 course Appointment simultaneously and who takes a pregnancy leave under (ii) must advise the Chair of each Department affected.
- (iv) An employee in receipt of pregnancy leave payment under (ii) may not return to an Appointment during the Term to which the pregnancy leave under (ii) applies.
- (v) Eligibility for "First Consideration" Appointments under Article 12.13(a)(i) or 12.13(b)(i) will be extended by 1 Term for any employee receiving pregnancy leave payment under (ii).
- (vi) Current and aggregate seniority, as applicable, will accrue for any term for which the employee is in receipt of payments any pregnancy leave payment.
- (vii) In order to receive pregnancy leave payment under this provision, there is no requirement for the employee to demonstrate eligibility for Employment Insurance benefits under the *Employment Insurance Act*.

(b) **Adoption Leave**

Adoption leave is available to an employee on the same basis as a pregnancy leave under (a). An adoption leave will commence on the first day that the child first comes into the custody, care and control of the parent. A Supervisor may require the employee to provide proof of adoption. A parent for the purposes of adoption leave will be defined in the same way as spouse per Article 3.01.

(c) **Paid Parental Leave**

A paid parental leave may be taken by an employee who is the spouse of the birth mother of a newborn child on the same basis as a pregnancy leave under Article vi) and vii). The provisions of (a) (ii to v) do not apply. A parent for the purposes of parental leave will be defined in the same way as spouse per Article 3.01.

(d) **Unpaid Parental Leave**

- (i) An unpaid parental leave may be taken for a complete Term that commences within 35 weeks of the birth of a child, or the date that an adopted child comes into custody, care and control of the employee, if the Term is of any of the following types:
 - (a) The second Term of an original 6 unit Appointment and the birth occurred during the first Term of such an Appointment, or
 - (b) A Term for which the employee had already accepted an offer as the successful Applicant in a competition, or
 - (c) A Term that is part of a planned sequential Appointment, or
 - (d) A Term in which a course is next offered as a Sessional Faculty Appointment following the employee having had a "First Consideration" Appointment to that course under Article 12.13(a)(ii) or 12.13(b)(ii).
- (ii) An employee having taken a pregnancy leave under (a) or an adoption leave under (b) may also take an unpaid parental leave under (i).
- (iii) An employee taking an unpaid parental leave must advise the Chair of the Department offering the course(s) affected as soon as possible of his/her intent to take the leave.
- (iv) For the purposes of unpaid parental leave under (i), the Spring/Summer session is considered as 1 Term.
- (v) Eligibility for "First Consideration" Appointments will be extended by 1 Term for any employee taking an unpaid parental leave under (i).
- (vi) Current and aggregate seniority, as applicable, will accrue for any Term for which the employee takes an unpaid parental leave.
- (vii) Where pregnancy leave is taken, parental leave, if the member elects to take it, must begin immediately when the pregnancy leave ends, unless, in the case of adoption, the child has not yet come into the custody, care and control of a parent for the first time.

(e) **Expedited Complaint/Grievance Resolution**

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

18.04 **Reservist Leave**

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

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

18.06 **Observances**

(a) **National Day of Mourning**

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

(b) **Remembrance Day**

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

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

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

18.07 **Religious Holidays**

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

ARTICLE 19 – TECHNOLOGICAL CHANGE

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

- (b) The information provided in accordance with Article 19.01(a) shall include pertinent data, including, but not limited to:
- (i) the nature of the technological change;
 - (ii) the date on which the Employer proposes to implement the technological change; and
 - (iii) the effects that the technological change may be expected to have on the Employees' terms and conditions of employment.
- 19.02 Employees who have seniority as defined in Article 20 are eligible for training through the McMaster Institute for Innovation and Excellence in Teaching and Learning (MIETL) at McMaster University. Appointment letters will include reference to this access to MIETL.
- 19.03 The Employer will not, without training, require an employee to use technological skills other than those agreed to at the time of hiring.

ARTICLE 20 – SENIORITY

Seniority for Sessional Faculty

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

Seniority for Hourly-Rated Sessional Music Faculty

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

Application of CUPE 3906 Unit 1 Collective Agreement Seniority

- 20.03 In the event that an Applicant who holds seniority under the CUPE 3906 Unit 1

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

ARTICLE 21- TERM

- 21.01 The terms of this Agreement shall be in effect from May 1, 2013, to and including August 31, 2017, and the Agreement shall remain in effect from year to year thereafter unless either party gives to the other party a written notice of termination or a desire to amend this Agreement.
- 21.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of not more than 120 days prior to the expiration date of this Agreement or any anniversary of such expiration date.
- 21.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within 15 days after the giving of such notice if requested to do so.

ARTICLE 22 – MISCELLANEOUS

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

ARTICLE 23 – FORMS AND LETTERS

- 23.01 The Employer agrees that Letters of Appointment (Sessional Faculty and Hourly-Rated Sessional Music Faculty), Sessional Faculty Notes, Post-Contract Payment Form, Release of Teaching Evaluation, Standard Posting Form, Notice of First Consideration Appointment and Waiver of Posting Form will be available on the Employer's Working at McMaster website. Furthermore the Parties agree that the forms appended to the Agreement expiring April 30, 2013, will not be amended without mutual agreement.

SCHEDULE "A" WAGES

WAGES

Effective	Base Rate of Pay Per 3 or 6 Unit Section Taught			
	If less than 18 units of Aggregate Seniority		If 18 or more units of Aggregate Seniority	
	Per 3 Units	Per 6 Units	Per 3 Units	Per 6 Units
May 1, 2013- April 30, 2014	\$6,514.75	\$13,029.50	\$6,901.00	\$13,802.00
May 1, 2014- April 30, 2015	\$6,514.75	\$13,029.50	\$6,901.00	\$13,802.00

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

Aggregate Seniority is defined in Article 20 Seniority.

Effective	Base Rate per 3 Units	Base Rate per 6 Units
May 1, 2015- April 30, 2016	\$6,925	\$13,850
May 1, 2016- April 30, 2017	\$7,025	\$14,050
May 1, 2017-August 31, 2017	\$7,050	\$14,100

Effective Date	Hourly-Rated Sessional Music Faculty Hourly Rate
May 1, 2013- April 30 2014	\$60.77
May 1, 2014- April 30, 2015	\$60.77
May 1, 2015- April 30, 2016	\$61.00
May 1, 2016- April 30, 2017	\$62.00
May 1, 2017- August 31, 2017	\$62.25

All rates include 4% vacation pay and applicable holiday pay.

SCHEDULE "B" LUMP SUM PAYMENTS

LUMP SUMS

Contract Year	Eligibility Period	Lump Sum Payment	Payable By
Year 1: May 1, 2013 to April 30, 2014	Fall Term 2013	\$200	3rd regular pay date following the date of ratification of this Agreement by both parties
	Winter Term 2014	\$200	3rd regular pay date following April 30, 2014
Year 2: May 1, 2014 to April 30, 2015	Spring/Summer Term 2014	\$200	3rd regular pay date following August 31, 2014
	Fall Term 2014	\$200	3rd regular pay date following December 31, 2014
	Winter Term 2015	\$200	3rd regular pay date following April 30, 2015

SCHEDULE "C" SUPPLEMENTED FEES

SUPPLEMENTED FEES

Effective Date	Per Student Rate (Per 3 Units)	Per Student Rate (Per 6 Units)
May 1, 2013- April 30, 2014	\$5.75	\$11.50
May 1, 2014- April 30, 2015	\$5.75	\$11.50
May 1, 2015- April 30, 2016	\$5.75	\$11.50
May 1, 2016- April 30, 2017	\$5.75	\$11.50
May 1, 2017- August 31, 2017	\$5.75	\$11.50

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

Supplemented fees shall be paid based on the following formula:

(Official Class Size – 75 Students) x pro rated Per Student Rate x Units Taught =
Supplemented Fee.

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

May 2013

Unit 2 Employees
c/o Blake McCall, President
CUPE, Local 3906, Unit 2

Dear Blake,

LETTER OF UNDERSTANDING

INTELLECTUAL PROPERTY POLICY

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

Yours sincerely,

A handwritten signature in blue ink, appearing to be 'Geoff Tierney', with a stylized flourish extending to the right.

Geoff Tierney
Director Employee/Labour Relations (Legal)

May 2013

Unit 2 Employees
c/o Blake McCall, President
CUPE Local 3906, Unit 2

Dear Blake,

LETTER OF UNDERSTANDING

POLICIES AFFECTING TERMS AND CONDITIONS OF EMPLOYMENT

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

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

Yours Sincerely,



Geoff Tierney
Director, Employee/ Labour Relations (Legal)

May 2013

Unit 2 Employees
c/o Blake McCall, President
CUPE, Local 3906, Unit 2

Dear Blake,

LETTER OF UNDERSTANDING

SESSIONAL FACULTY NOTES

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

Yours sincerely,

A handwritten signature in blue ink, appearing to be 'Geoff Tierney', with a stylized flourish at the end.

Geoff Tierney
Director, Employee/Labour Relations (Legal)

September 2013

Unit 2 Employees
c/o Blake McCall, President
CUPE, Local 3906, Unit 2

Dear Blake,

LETTER OF UNDERSTANDING

CUPE 3906 OFFICE SPACE

The Employer will continue to provide CUPE Local 3906 with accessible office space on campus at no charge. The location is currently Kenneth Taylor Hall, B111. Should alternate office space become available, the University will consider the possibility of relocating CUPE, provided that CUPE would prefer new space over its current arrangement in KTH B111.

Yours Sincerely,



Geoff Tierney
Director, Employee/Labour Relations (Legal)

May 2013

Unit 2 Employees
c/o Blake McCall, President
CUPE, Local 3906, Unit 2

Dear Blake,

LETTER OF UNDERSTANDING

COURSES TO BE PAID AT MINIMUM 3-UNIT RATES

The parties agree that there are some courses which are assigned 6 units of academic credit but for which the workload is commensurate with a 3 unit course. When such courses are offered to an employee, the remuneration to be paid is equivalent to the minimum base rate of pay for a 3 unit course as identified under Article 15 – Wages.

These courses are:

- Social Work 3DD6
- Social Work 4DD6

Yours Sincerely,



Geoff Tierney
Director, Employee /Labour Relations (Legal)

September 2013

Unit 2 Employees
c/o Blake McCall, President
CUPE, Local 3906, Unit 2

Dear Blake,

LETTER OF UNDERSTANDING

TRANSITION TO ONLINE POSTING

The parties agree that until such a time that the online posting system described in Article 12.01 of the current Agreement is fully functional and operational, the Employer will continue to send the Union electronic postings in PDF format at the time the position(s) are posted on Departmental bulletin boards as mandated in Article 12.01 (a) of the agreement which expired on April 30, 2013.

The parties also agree that all Applicants will be advised in writing of the outcome of their applications within 1 week of the acceptance by the successful candidate as mandated in Article 12.06 (a) the agreement which expired on April 30, 2013.

Yours Sincerely,



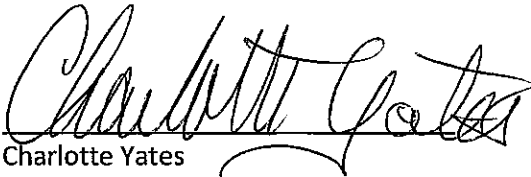
Geoff Tierney
Director, Employee /Labour Relations (Legal)

THE RIGHT TO REFUSE UNSAFE WORK

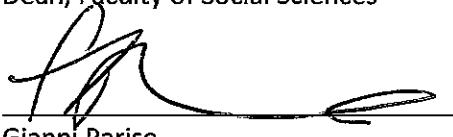
The right to refuse unsafe work is defined in the *Ontario Occupational Health and Safety Act*. The *OHS*A allows individuals to refuse unsafe work provided certain criteria are met. Section 43 of the *OHS*A spells out the procedures you must follow. Note that this is a summary only. Consult the *OHS*A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

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

DATED AT Hamilton, Ontario, this 16th day of January, 2014



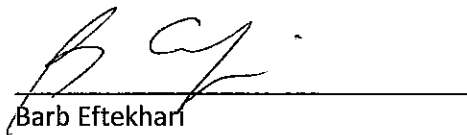
Charlotte Yates
Dean, Faculty of Social Sciences



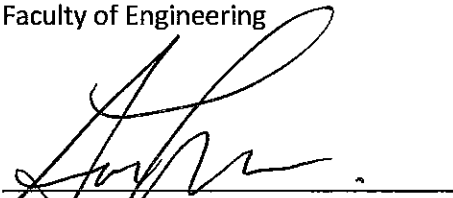
Gianni Parise
Associate Dean of Research and External Relations
Faculty of Science



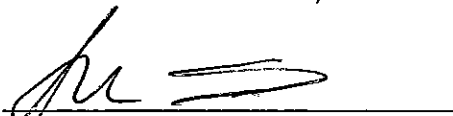
Rose Mannarino
Administrative Coordinator, School of the Arts
Faculty of Humanities



Barb Eftekhari
Business Manager, Bachelor of Technology
Faculty of Engineering



Susan Mitchell
Director of Administration, School of Business



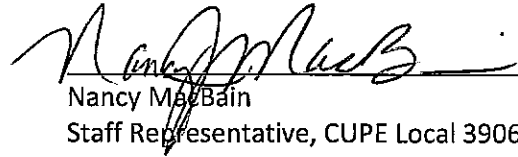
Geoff Tierney
Director, Employee/Labour Relations (Legal)



Courtney Matic
Employee/Labour Relations Advisor



Blake McCall
President, CUPE Local 3906



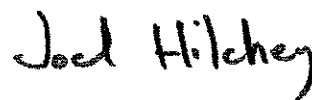
Nancy MacBain
Staff Representative, CUPE Local 3906



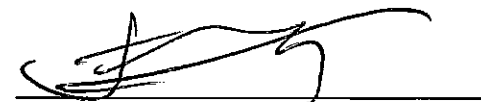
Brad Walchuk
Staff Representative, CUPE Local 3906



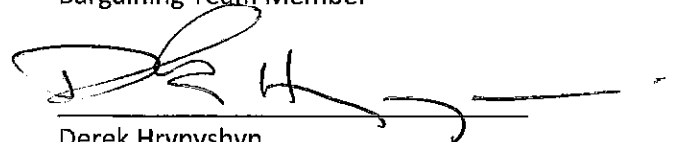
Rebecca Collins-Nelsen
Bargaining Team Member



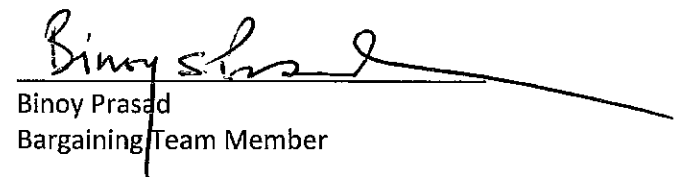
Joel Hilchey
Bargaining Team Member



Alexei Gulenco
Bargaining Team Member



Derek Hrynyshyn
Bargaining Team Member



Binoy Prasad
Bargaining Team Member