

COLLECTIVE AGREEMENT

Between



- and -

CUPE 3906 / *Canadian Union
of Public Employees*

Canadian Union of Public Employees/
Syndicat canadien de la fonction
publique

Local 3906, Unit 3

Postdoctoral Fellows

August 31, 2022

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ARTICLE 1 – SCOPE & PURPOSE

- 1.01** The Scope and the Purpose of this Collective Agreement are to maintain an orderly employment relationship between the parties; to provide machinery for the prompt and equitable resolution of employment related complaints, 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, employee benefits and other employment-related matters.
- 1.02** The Employer recognizes all members of the CUPE 3906 - Unit 3 bargaining unit as valuable members of the McMaster University academic community.
- 1.03** The parties acknowledge their joint responsibility to encourage and support teaching and research excellence and recognize the contributions of Postdoctoral Fellows to McMaster University.
- 1.04** The parties agree to administer this Collective Agreement in good faith and in a fair and reasonable manner.
- 1.05** The parties recognize and acknowledge that McMaster University is located on the traditional territories of the Mississauga and Haudenosaunee nations, and within the lands protected by the “Dish With One Spoon” Wampum agreement.

ARTICLE 2 – RECOGNITION

The Employer recognizes the Canadian Union of Public Employees/Syndicat canadien de la fonction publique and its Local 3906 as the sole and exclusive bargaining agent for all employees of McMaster University employed in the Province of Ontario as Postdoctoral Fellows save and except those Postdoctoral Fellows employed in the Faculty of Health Sciences. For clarity, the parties understand and agree that this Recognition Clause does not pertain to work performed by a Postdoctoral Fellow that falls outside the scope of their Postdoctoral Fellow appointment.

ARTICLE 3 – DEFINITIONS

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

“**appointment**” means an appointment to the position of Postdoctoral Fellow at McMaster University.

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

“**bargaining unit member**” or “**employee**” means a Postdoctoral Fellow employed by the Employer who is in the bargaining unit described in Article 2.

“**business day**” does not include weekends, public holidays 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.

“**Collective Agreement**” means the Collective Agreement between McMaster University and Canadian

Union of Public Employees, Local 3906 in respect of the bargaining unit for Postdoctoral Fellows, which unit may hereinafter be referred to as “Unit 3”.

“**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 Collective Agreement to act on their behalf.

“**Employer**” means McMaster University.

“**E/LR Representative**” means a member of the Employee/Labour Relations Unit in the Employer’s Department of Human Resources Services who has been appointed by the Assistant Vice-President and Chief Human Resources Officer to represent the Employer in any communications and/or meetings convened pursuant to this Collective Agreement.

“**employment supervisor**” means the faculty member or members to whom an employee normally reports regarding matters pertaining to their employment in the bargaining unit.

“**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.

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

“**Policy Grievance**” means a grievance relating to the general administration, application, or interpretation of this Collective Agreement that will affect or has the potential to affect some or all employees and which seeks a redress pertaining to the general administration, application or interpretation of this Collective Agreement.

“**Postdoctoral Fellow**” or “**PDF**” means an individual who is a Postdoctoral Fellow and:

- (a) who has received clearance to graduate with a Ph.D. and obtains an initial appointment with the Employer within the first five years after receiving the Ph.D. degree; and,
- (b) whose salary is paid, in whole or in part, via McMaster payroll; and,
- (c) whose employment supervisor(s) is a faculty member(s) of the Employer; and,
- (d) whose appointment involves substantial research or scholarship, and may also involve some teaching (normally 3 or 6 units in an academic year, September 1st to August 31st inclusive); and,
- (e) whose appointment is temporary, normally not to exceed 6 years including renewals.

For clarity: nothing herein expands or restricts the scope of the certificate issued by the Ontario Labour Relations Board on May 13, 2008 (0297-08-R).

“**spouse**” For the purposes of this contract, spouse means either of two 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.

“**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 Collective Agreement.

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

“**Union**” means the Local in its capacity as the representative of Unit 3.

“**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.

ARTICLE 4 – MANAGEMENT RIGHTS

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

- (a) maintain order, discipline and efficiency;
- (b) hire, appoint, re-appoint, extend or not extend an appointment, assign, transfer, lay-off, recall, direct, discharge and suspend or otherwise discipline employees, provided that a claim of discipline without just cause may be the subject of a grievance, to be dealt with as hereinafter provided;
- (c) plan, direct and control operations; determine job requirements, work assignments, methods, schedules, procedures and standards;
- (d) determine the size, composition and deployment of the workforce;
- (e) 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 the provisions of this Collective Agreement and confirms its commitment to administer this Collective 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 this Article shall not constitute harassment.

4.03 Nothing in this Collective Agreement shall permit or require an employment supervisor or employee to take any action or to refrain from taking any action that is contrary to the rules and or guidelines promulgated by the granting agency or institution with whose funds the employment supervisor funds the employee’s salary.

4.04 The Employer will comply with the requirements of the *Employment Standards Act, 2000*, S.O.

2000, c.41.

- 4.05** The Employer further agrees that it will exercise its rights as set out in this Article in a manner that is reasonable.

ARTICLE 5 – UNION REPRESENTATION

5.01 The Employer recognizes the right of the Union to appoint up to 5 Stewards to represent Postdoctoral Fellows, providing that such Stewards are employed as PDFs, or were employed as PDFs under the preceding Collective Agreement. If no Stewards are appointed, or if the Steward(s) are unavailable, the Chairperson of the Stewards' Council and/or a member of the Local Executive may exercise the rights of a Steward.

5.02

- (a)** The Employer will recognize a Union Bargaining Team that includes up to 5 employees in the capacity of Union bargaining representatives. The Union and the Employer agree to limit membership on their respective bargaining teams to a total of 10 each.
- (b)** The parties shall advise each other in writing the names of all members of their bargaining committees. The parties shall endeavor to schedule negotiating meetings such that they do not conflict with any teaching or critical research work that a PDF, on the Union Bargaining Team, is responsible for completing. In the event a conflict arises, and the employee and their supervisor are unable to make appropriate arrangements that would allow the employee's attendance at the negotiating meeting, the negotiating meeting shall be rescheduled at the request of the Union. In no case shall a PDF on the Union Bargaining Team suffer a loss of pay for attending a scheduled negotiating meeting with the Employer up to and including the first day of conciliation.

5.03

- (a)** The parties recognize that all employees in the bargaining unit, including stewards, Local Executive members and Bargaining Team members have regular duties to perform as employees of the Employer. Therefore, stewards and other representatives appointed pursuant to this Collective Agreement will not leave their duties without reasonable attempt to obtain consent from their employment supervisor, and such consent will not be unreasonably withheld.
- (b)** In circumstances where an employment supervisor is not available, employees will exercise reasonable judgment having regard for the needs of their research, teaching if applicable, and their immediate responsibilities. When in the course of negotiating or administering this Collective 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 duties.
- (c)** In the event that a mutually agreed meeting time does conflict with such duties, it is the joint responsibility of the employee and their employment supervisor to arrange for the missed time to be made up and in the arrangement reached between the employee and their employment 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 for all 3 of the Local’s bargaining units with the purpose of fostering effective communications and labour relations between the parties during the term of this Collective 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, 1 may be appointed from the bargaining unit. Normally, for the Local this representation will include the Local President and the Staff Representative(s), and, for the Employer, the Provost and Dean of Graduate Studies, the Vice-Provost (Faculty) and the Director, Employee/Labour Relations and/or E/LR Representative. The parties understand and agree that on occasion it may be necessary, due to absence or time constraints, for one of the individuals named herein to appoint a designate to attend the JLMC meeting in their place.

(c) Meetings

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

(d) Committee Chair

The Union will appoint a chair to the JLMC.

(e) Agendas

The parties will exchange agenda items 1 week prior to each meeting and the chair will issue an agenda 1 week prior to each meeting. Background materials which may accompany an agenda item will be made available 1 week prior to the meeting to which they pertain. With time permitting, and the consent of those in attendance, additional items may be added to an agenda. Items shall be presented by the parties in alternating sequence, beginning with the Local.

(f) Guests

With the approval of the other, party, the Union or the Employer may invite (a) guest(s) to a JLMC meeting for the purpose of providing the JLMC with information or expertise.

(g) Minutes

Both parties will take minutes of each meeting.

(h) Administrative Support

The Employer will be responsible for coordinating agreeable dates with the chair and providing locations of the meetings, and will provide this information to the chair.

(i) Appropriate Topics

Agenda items may include any topic of interest or concern to either party, provided that it does not deal with the specifics of a current grievance. Unless agreed otherwise by the parties, meetings shall address issues pertaining solely to bargaining units not engaged in a period of collective bargaining. Agenda items can include bargaining unit-specific matters. The Employer recognizes the work of members of the bargaining unit which supports the academic mission of the University. As such, agenda items can also include items that may arise as a result of their research and 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) No Loss of Wages

Representatives who are employees in the bargaining unit will be covered for JLMC meetings by the provisions of Article 5.03 of this Collective Agreement.

(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 minuted.

5.05 Each party agrees to meet to discuss any matters related to this Collective Agreement only with those persons properly authorized to represent the other party. To this end, the Union and the Local as applicable will supply the Employer with the names of its Executive Committee, Stewards, Staff Representative(s), and administrative staff, and will inform the Employer of any changes to that list in a timely fashion. Likewise, the Employer will supply the Local with a list of those persons properly designated to discuss matters concerning this Collective Agreement and will inform the Local of any changes to that list in a timely fashion.

5.06 Subject to the terms of Article 10 - Grievance Procedure, all correspondence between the parties arising out of this Collective Agreement or its negotiation or any matter incidental thereto, shall pass directly to and from the Assistant Vice-President and Chief Human Resources Officer, or their 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 Collective Agreement.

5.08 Only the President of the Local or their designate is permitted to make any written or verbal agreement that conflicts with the terms of this Collective Agreement.

5.09 Expert Advisors

The Employer recognizes that the Union has the right at any time, with appropriate advance notice, to call upon the assistance and presence of a duly authorized representative from a law firm or other qualified representative of the Union's choice. Such duly authorized representatives will have access to the Employer's premises to consult with Union Representatives/Stewards and/or Employees.

ARTICLE 6 – NO DISCRIMINATION, HARASSMENT, SEXUAL HARASSMENT

6.01 Respectful Workplace

- (a) The parties agree that all Employees shall be entitled to a respectful workplace free of discrimination, sexual harassment, and workplace harassment. As of the date of the ratification of this Agreement, the University has policies on these topics, including: Discrimination, and Harassment: Prevention and Response Policy; Violence in the Workplace Policy; and Sexual Violence Policy (the "Policies"). The parties acknowledge that nothing in these Policies is meant to supersede the terms and conditions of the Collective Agreement. In the event that the provisions of these Policies contradict the Collective Agreement, the Collective Agreement governs, to the extent of the contradiction.

6.02 No Discrimination

- (a) The parties agree that there shall be no discrimination, interference, harassment (including sexual harassment), intimidation or coercion exercised or practiced by either of them with respect to any employee in the bargaining unit concerning the application of the provisions of this Collective Agreement, by reason of the following: employee's membership or non-membership in the Union; the employee's activity in the Union or the exercise of their lawful rights arising therefrom; the employee's age, race, creed/religion, colour, nationality, citizenship, place of origin, ancestry, sex, gender, marital status, family status, record of offences, disability, the employee's political belief or affiliation, the employee's academic orientation or school of thought, 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 (the "Code").
- (b) Disability" covers a broad range and degree of conditions, some visible and some not visible. A disability may have been present from birth, caused by an accident, or developed over time. There are physical, mental and learning disabilities, mental disorders, hearing or vision disabilities, epilepsy, drug and alcohol dependencies, environmental sensitivities, and other conditions, and includes Acquired Immune Deficiency Syndrome (AIDS), AIDS related illnesses, and positive Immune Deficiency Virus (HIV+). The Code protects people from discrimination because of past, present and perceived disabilities.

6.03 No Harassment or Sexual Harassment

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

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

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

Workplace harassment also includes a reprisal or a threat of reprisal for lodging a grievance alleging a violation of Article 6.01 where the reprisal or threat is made by a person in a position to confer, grant or deny a benefit or advancement to the employee. The parties recognize that a single incident, and/or conduct online, may constitute workplace harassment.

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

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

Workplace sexual harassment also includes a reprisal or threat of reprisal by a person in a position to confer, grant or deny a benefit or advancement to the employee for rejecting a sexual solicitation or advance or for lodging a complaint under the University's Policy or the terms of this Collective Agreement alleging workplace sexual harassment.

(d) The parties recognize that a single incident, and/or conduct online, may constitute workplace sexual harassment. In this context, sexual harassment includes but is not limited to:

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

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

- i. an unwanted sexual solicitation or advance
- ii. sexist jokes or comments causing embarrassment or offence
- iii. leering
- iv. the display of sexually offensive material
- v. sexually degrading words used to describe an individual

- vi. derogatory or degrading remarks directed towards members of one sex or with regard to one's sexual orientation, gender identity, or gender expression
- vii. sexually suggestive comments or gestures
- viii. inquiries or comments about a person's sex life
- ix. offensive sexual flirtations, advances, propositions
- x. demands for sexual favours
- xi. unwanted touching or patting
- xii. verbal abuse or threats of a sexual nature

(f) The parties agree that employees make important intellectual contributions to the University and that their work supports the academic mission of the University. The parties agree that employees enjoy freedom of speech and freedom of thought. The parties also agree that the diversity of traditions across disciplines necessitates that an employee's freedom to pursue their own direction of research will vary according to individual supervisor/employee arrangements. The parties also agree that no employee will be disciplined for the fact of exercising reasonable intellectual discretion pursuant to and within the parameters of the agreed principles described above and within the scope of the provisions of Article 4 of this Collective Agreement.

(g) The parties agree that employees are protected under any current and future whistle-blower policies of McMaster University and that no employee will suffer any reprisals for good faith complaints on matters covered under such policies.

6.04 General

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

6.05 Options for Resolution

If an employee believes they have been subjected to discrimination, sexual harassment or workplace harassment, they have a range of options to address the issue in a manner appropriate to their needs and situation. They may use one or more options including, but not limited, to the following:

- (i) take direct action by informing the individual who is the source of the behaviour that it is unwelcome and unwanted, and request that the individual stop the behaviour, and by documenting the events including the date, time, location, witnesses, and details;
- (ii) consult with 1 of the 4 Intake Offices that administers the Discrimination and Harassment Policy, and the Sexual Violence Policy: Employee/Labour Relations, Equity and Inclusion Office, Student Support & Case Management Office, and the Faculty of Health Sciences Professionalism Office;
- (iii) seek assistance from their Dean, Chair, Supervisor, or an Intake Office in addressing the issue through an informal resolution process;
- (iv) initiate a formal complaint under the applicable Policy with one of the Intake Offices, or a grievance under Article 10 with the assistance of a Union Representative;

- (v) file a complaint with the Ontario Human Rights Tribunal;
- (vi) consult with a Union Representative or CUPE's Equity Action Officer and seek assistance in addressing the issue.

If an employee believes they have been subjected to discrimination, sexual harassment or workplace harassment and brings forward a related concern or a complaint to 1 of the Intake Offices, they will be informed of the options available to her pursuant to Article 6.01(f).

- 6.06** Where an employee alleges that they have been subjected to any form of harassment as defined in Article 6.01, 6.02, and/or 6.03, they may request that their employment duties be adjusted and the Employer will make arrangements to adjust employment duties or take other action(s) to limit, or where reasonably possible to end, employment contact with the alleged harasser. Adjusted employment duties and other accommodation(s) that have been put in place pursuant to this Article will expire upon the resolution of the matter or at the conclusion of the employee's employment, whichever occurs first. The employee will not lose any wages, rights or benefits as a result of this arrangement.

ARTICLE 7 – UNION SECURITY

- 7.01 (a)** The Employer will, during the term of this Collective 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 fails to deduct dues from a member of the bargaining unit for work which the member has completed, the Employer will correct such failure during the next following pay period, or at the employee's election by an agreed upon re-payment schedule within the duration of the employee's contract. Before filing a grievance for failure to properly deduct union dues, the Union will advise the Employer in writing on a timely basis to provide the Employer with an opportunity to correct the matter.
- (c)** Every employee of the Bargaining Unit who is now, or hereafter becomes a member of the Union, shall maintain their membership in the Union.
- (d)** Every new employee shall, within 30 days after the commencement of their employment, become a member of the Union. The Employer will inform new employees of this requirement.
- 7.02** 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.
- 7.03** The Union will indemnify and save the Employer harmless from any legal actions or liabilities arising from the application of Article 7.01.
- 7.04** Should the Union elect to assess an initiation fee over the duration of this Agreement, the Parties will meet to discuss options by which said fees can be deducted by the Employer and remitted to the Union.

ARTICLE 8 – INFORMATION

- 8.01 (a)** Based on the most accurate information to which the Employer has access, the Employer will provide the Union with an alphabetized list of all bargaining unit members within 7 days following the end of each month and in an agreed upon electronic format, which list will include each person's:
- (i) first and last name;
 - (ii) preferred gender identification;
 - (iii) unique employee identifier;
 - (iv) date of initial appointment;
 - (v) department of work;
 - (vi) optimal personal telephone number;
 - (vii) mailing address;
 - (viii) McMaster e-mail address; and
 - (ix) visa status.
- (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 members in each of the following categories:
- (i) number of males;
 - (ii) number of females;
 - (iii) number of married employees;
 - (iv) number of single employees.
- 8.02 (a)** Following the parties' mutual agreement about the final text, and within 30 days of ratification by both parties, the Employer will have this Collective Agreement sent to the printer. The Union will be entitled to as many copies of this Collective Agreement as it desires and will reimburse the Employer for the costs of their copies. The copies of this Collective Agreement shall be printed by Media Production Services.
- (b)** The Employer will provide the Union with a copy of this Collective Agreement in an agreed upon electronic format.
- (c)** The Employer will make the Collective Agreement available within 30 days of printing to all Human Resources Offices and in each Department.
- (d)** The Employer will provide direct access, via an email link, to a copy of the Collective Agreement to each newly hired employee, at no cost to the employee, upon commencement of their assignment, unless a printed copy is requested by the employee.
- 8.03** The Union will share bulletin board space for employment and Union relevant postings as provided to the Canadian Union of Public Employees, Units #1 and #2. The Employer will ensure that all bargaining unit members are informed of the location of bulletin boards in their employment area.
- 8.04 (a)** The Employer has established, in consultation with the Union, an orientation protocol for employees in order to provide them with information about the general operation of the University and resources available to employees that may be of assistance in the performance of their duties. Employee orientation may include information about such things as instructional courses and professional development resources that are available to employees. As part of its employee orientation, the Employer will provide new employees with a Letter of Introduction to be prepared by the Union. The Employer will provide the Union with a copy of the current orientation protocol, and substantive updates thereto. The ongoing development of the orientation protocol, as necessary, is an appropriate topic for discussion and consultation at the JLMC.

- (b) A Postdoctoral Fellow who is engaged in teaching as part of their PDF assignment will be granted a meeting with the Department Chair, or their designate, to discuss those employment duties that pertain specifically to their teaching responsibilities, including such matters as supervising teaching assistants.

8.05 The Employer's current practice is to file Records of Employment ("ROEs") electronically with Employment and Social Development Canada. Employees are currently able to view and print their ROEs from the Service Canada website. If the Employer's practice of electronic filing is going to change, the Union will receive 10 business days' notice of the change.

ARTICLE 9 – NO STRIKE OR LOCKOUT

9.01 There shall be no strike or lockout during the term of this Collective Agreement. The words "strike" and "lockout" shall be as defined in the Ontario *Labour Relations Act, 1995*, S.O. 1995, c.1, Sch. A, as amended.

9.02 In the event that any person represented by a trade union, and employed by the Employer, other than those represented by the Union, is engaged in a lawful strike or is lawfully locked out, members of the bargaining unit will not be required to perform work normally performed by such person. The Employer will ensure that all employment supervisors are informed that members of the bargaining unit shall not be requested to do such work.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01(a) It is the Employer's responsibility to maintain an environment in which employees remain free from harassment, intimidation, and any threats, explicit or implied, which are designed or might reasonably be understood to dissuade an employee from exercising their rights under Article 10, "Grievance Procedure," or any other right provided for in this Collective Agreement.

(b) The parties recognize the importance of confidentiality and agree that all grievances will be discussed, disseminated or otherwise shared by each of them including the identity of the grievor(s) and the fact and the substance of individual grievance on a need to know basis as determined by each of them at their discretion.

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

(i) **Step 1:** The Union, on behalf of the employee, may submit a written grievance signed by the grievor and their Steward or Union representative, to the Chair of their Department within 20 business days after receiving the reply of the employment supervisor. The nature of the grievance and the remedy sought shall be clearly set out in the grievance. The Department Chair or their designate will deliver their decision in writing within **15** business days following the day on which the grievance was submitted them. Failing settlement at this Step, then:

(ii) **Step 2:** Within 15 business days following a decision under Step 1, the Union/grievor(s) may present the written grievance to the Dean of the Faculty in which the grievor is employed. The Dean or their designate will hold a meeting with the grievor(s), the Steward

or Union Representative who signed the grievance and, at the Dean's or designee's discretion, an E/LR Representative to discuss the grievance. The Dean or their designate will give their written decision within 15 business days after the date on which the grievance was submitted them. Failing settlement at this Step, then:

- (iii) **Step 3:** Within 15 business days following a decision under Step 2, the Union griever(s) may submit the written grievance to the Vice-Provost (Faculty). The Vice-Provost (Faculty), or their 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 Provost's or designee'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 them. Failing a satisfactory settlement at this Step, the grievance may be referred to arbitration within 15 business days after the date on which the reply to Step 3 was given.
- (d) At any point after a written grievance has been filed, upon consent, the parties may freeze the time limits in the grievance process to engage in Mediation or Mediation/Arbitration. The Mediator will be selected by agreement of the parties.
- (e) Where the employment Supervisor is a Department Chair or Faculty Dean, the Union may advance to either Step 2 or Step 3 of the Grievance Procedure, as the case may be.

Policy Grievance

10.02 A Policy Grievance will originate at Step 2. Any Policy Grievance filed by the Employer or the Union must be submitted within 20 business days after the date on which the circumstances giving rise to the grievance occurred or within 20 business days after the date on which the grieving party reasonably ought to have known of the circumstances giving rise to the grievance. A Policy Grievance submitted by the Employer must be signed by the Assistant Vice-President and Chief Human Resources Officer or their designate, and a Policy Grievance submitted by the Union must be submitted by the Local President, or their designate.

10.03 Where a Policy Grievance affects more than one Faculty, it shall be originated at Step 3.

10.04 Group Grievance

- (a) A grievance resulting from a complaint of several individuals, or several individual grievances regarding the same circumstance(s), may be consolidated and submitted at Step 2 of the Grievance Procedure, within 25 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 individuals.
- (b) A grievance alleging a violation of Article 6 (Discrimination) or 14 (Health and Safety) may be submitted at Step 2 within 20 business days after the date on which the circumstances giving rise to the complaint(s) originated, or occurred, or ought to reasonably have been known by the grievor.

10.05 (a) Subject to Article 10.05(b), a claim by an employee that they have been unjustly disciplined or that their contract has been unjustly terminated prior to its 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 is effected.

- (b) Following the filing of a grievance under Article 10.05(a), the grievance process afforded in Article 10 of this Collective Agreement shall be expedited such that each Employer response and Union referral to a subsequent Step shall normally occur within 10 business days.

General

10.06 Provided that the employee is informed of the terms of their employment at the time of appointment, the following shall not be subject to the grievance procedure:

- (i) the fact of the Employer's failure to extend a contract beyond its defined end-date;
- (ii) the fact of failure to continue an employment contract due to termination, non-renewal or decrease of the grant(s) or contract(s) funding an employee's position;
- (iii) the fact of reduction due to termination, non-renewal or decrease of the grant(s) or contract(s) funding the employee's position; or,
- (iv) the fact of the Employer's termination of an employee during their probationary period and any extension thereof, except to the extent the grievance raises allegations of discrimination on prohibited grounds or that the termination decision was made in bad faith.

10.07 Within the 4 weeks prior to the end of a Postdoctoral Fellowship appointment which is not to be renewed, the employee may request a meeting with the employment supervisor to discuss why the appointment will not be renewed.

10.08 Election to Leave Where Reduction Announced

In circumstances where 10.06(c)(ii) is applicable, and in circumstances where 10.06(c)(iii) is applicable and the reduction is 20% or more of an employee's initial remuneration and the employee elects to leave the position, the employee will be given written notice of termination or pay in lieu thereof as follows:

Complete Years of Service as a PDF	Notice or Pay in Lieu
Less than 1	2 weeks
1	2 weeks
2	3 weeks
3	4 weeks
4	5 weeks
5	6 weeks

Accrued and unused vacation time from the current entitlement year is payable upon the end of the PDF's appointment.

The Union will be copied on written notices issued pursuant to this provision.

10.09 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 for attendance at arbitration, the employee will provide their employment

supervisor with reasonable notice of any pending grievance meeting or arbitration and consent to attend same will not be unreasonably denied.

10.10 All agreements reached under the Grievance Procedure between the representatives of the parties will be final and binding upon the parties and the employees.

10.11 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.

10.12 If the Employer or the Union refers a matter to arbitration, it must make such referral in writing and send it 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 business days after the referral is received the parties will attempt to agree on the selection of a sole arbitrator. If they are unable to agree on a sole arbitrator, the referring party may then request that the Minister of Labour appoint sole arbitrator. No person may be appointed as a sole arbitrator who has been involved in an attempt to settle the grievance that is the subject matter of the referral.

10.13 The Arbitrator shall be governed by the following provisions:

- (a) they shall hear and determine the grievance and shall issue a decision which shall be final and binding on the parties and employees;
- (b) they shall have no jurisdiction to (i) amend, alter, modify, add or add to, any provision of this Collective Agreement; or, (ii) issue any decision inconsistent with the terms and provisions of this Collective Agreement, provided that this requirement does not affect the arbitrator's statutory authority to modify disciplinary penalties;
- (c) the parties hereto will share equally the fees and expenses of the arbitrator;
- (d) if they consider it necessary to do so, the arbitrator shall have the authority to take a view of the Employer's premises insofar as they determine that such a view may be relevant to their decision;
- (e) they shall, in the first instance, have the jurisdiction to determine whether the grievance is arbitral.

10.14 Time Limits

- (a) The time limits fixed in both the Grievance and Arbitration Procedures may be extended only by written agreement of both parties to this Collective Agreement. Similarly, any step of the Grievance Procedure may be waived by written consent of the responding party.
- (b) In exceptional circumstances the Union may direct to the attention of the Assistant Vice-President and Chief Human Resources Officer or their 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. Such requests shall not be unreasonably denied. Should the Assistant Vice-President and Chief Human Resources Officer or their designate agree to expedite the grievance as requested, they will provide the Union with the name of the Employer Representative who will hear the grievance and the timelines will be those of Step 3 of the Grievance Procedure. If such a request is denied, the Union will be notified within 5 business days, and the grievance will

be heard at the appropriate Step of the Grievance Procedure as set out at 10.01(c) as though it had been received on the date that the Union's original request to expedite the matter was received.

10.15 Research Integrity Policy

The provisions of this Article 10 and Article 11 do not apply in circumstances that fall under the Research Integrity Policy (the "Policy")., subject to the following understandings:

- (a)** The Employer will afford members of the bargaining unit the opportunity to be included in the consultation process conducted by the University in the event that changes to the Policy are proposed;
- (b)** The Union may vest in its National body, Canadian Union of Public Employees, its role in any of the capacities provided for in the Policy;
- (c)** At the time the employee/respondent is provided, in writing, the details of the allegation, the employee/respondent shall be provided with a copy of the Policy and will be informed of their right to be accompanied by a friend, colleague, or legal representative which includes a Union representative, during an investigation;
- (d)** During the course of an investigation, the University will take reasonable steps to avoid loss of wages to non-respondent employees;
- (e)** If procedures for removal are initiated under Policy, procedures under Article 11 of this Collective Agreement will be followed;
- (f)** For the purposes of Appendix A of the Policy, the Union is recognized as "the appropriate staff association" for employees in this bargaining unit;
- (g)** An employee/respondent may choose to have the Union represent them before a Research Misconduct Hearings Panel. Regardless of whether the employee exercises this right, the Union retains the right to send an Observer to the hearing, subject to the limitation set forth in the Policy. The employee's Union representative, if any, and the Union's Observer, if any, shall not be the same person;
- (h)** Pursuant to the Policy:
 - (i)** in the case of exoneration the employee/respondent will have the right, if they so choose, to involve a Union Representative in the consultation process regarding the issuance of statements of exoneration
 - (ii)** In the event that the Hearings Committee determines that misconduct has occurred, the Union, with written consent from the employee/respondent, will be provided with a list of the recipient(s) of any communications that the Vice-President (Research) provides to granting agencies, coauthors, collaborators, editors of journals, professional societies, appropriate University officers, *etc.*
 - (iii)** Notwithstanding the provision of the Policy that decisions of the Hearings Committee are binding and cannot be appealed, an employee/respondent may, following the issuance of the Hearings Committee decision, file a grievance alleging that the Policy was invoked in violation of Article 6 of this Collective Agreement. The parties agree a grievance filed pursuant to this Article 10.13(h) (iii) may be referred directly to arbitration within 15 business days of the employee/respondent's receipt of the Hearings Committee decision. The parties agree that such grievance shall be restricted to consideration of whether Article 6

of this Collective Agreement was violated and will not challenge or inquire into the merits of the Hearings Committee decision.

ARTICLE 11 – COUNSELLING, DISCIPLINE AND DISCHARGE

- 11.01** (a) Disciplinary action and discharge will be issued only in cases where there is just cause.
- (b) 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.
- (c) Disciplinary action shall be documented and communicated at a meeting convened specifically for that purpose.
- (d) Subject to the Union's right to grieve the Employer's decision to do so, the Employer may skip one 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, their decision shall be communicated 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 waives their right as per 11.03. At least 2 days in advance of such a meeting, the Employer will advise the Union of the general purpose of the meeting, and general nature of the allegations, as well as the time and location. The Union will keep this information confidential. At the meeting, the Employer will advise the employee of the specific allegations and will provide the employee with an opportunity to respond. Within 15 business days of this meeting the Employer will impose discipline, if any. Requests for an extension for additional time will not be unreasonably denied by the Union.
- 11.05** The Employer will remove warnings or suspensions in an employee's personnel file after the employee has worked 12 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) A copy of all disciplinary letters regarding warnings (written or oral), suspensions or discharges shall be provided to the Union, within 2 business days of their issuance to the employee and will be marked "confidential".
- (b) If any disciplinary action is rescinded, the discipline will be removed from the employee's employment file. If an employee is disciplined, the employee may add their written comments to their employment file if they wish.

- 11.08** The provisions of this Article do not apply in circumstances that fall under the *Research Integrity Policy*, subject to the understandings set forth in Article 10.15.

ARTICLE 12 – EMPLOYEE EVALUATIONS

12.01(a) Any employee evaluation shall not affect an employee's academic standing as a student at McMaster University or an employee's current employment in another bargaining unit of the Local.

- (b)** There shall be no electronic monitoring of employees for the purpose 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.

12.02(a) Supervisor Evaluations

- (i)** The parties agree that regular and collaborative discussion of employee performance is of mutual benefit to employees and the Employer. In addition, the Employer may undertake written evaluations of employees, and may use these evaluations in a fair and reasonable manner in making future employment decisions. Such evaluations normally would not be conducted more than twice per contract year.
- (ii)** Once per contract year an employee may request a written evaluation, in which case the employment supervisor will conduct such an evaluation within a reasonable period of time, which normally will be within 6 weeks of the request.
- (iii)** The employment supervisor will meet with the employee to discuss any written evaluation prior to the supervisor's formal issuance of the evaluation. The employee normally will be given 5 business days' notice of that meeting.
- (b)** In the event that an employment supervisor conducts a formal evaluation of the employee's teaching, the employment supervisor will provide the employee with at least 5 business days' notice that an evaluation is to be conducted. A copy of the evaluation will be forwarded to the employee within 2 weeks of such evaluation being completed.
- (c)** Any written supervisor evaluation 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 written evaluation will be provided to the employee for the employee's own fair and reasonable use.
- (d)** The employee may add their written comments to the employment supervisor's evaluation if they wish. Any such written comments shall be appended to the evaluation.
- (e)** Employment supervisors will bring performance issue(s)/concern(s) to an employee's attention within a reasonable time of the supervisor becoming aware of it/them.

12.03 Student Evaluations

- (a)** The Employer may require student evaluations of any employee whose appointment includes teaching duties.
- (b)** Employees will be given at least 5 business days' notice that a student evaluation is to be conducted.
- (c)** Processed summaries of the student evaluations will normally be made available to employees after they have been returned to the Department; a copy of the summary will be provided to an employee within 1 week after receiving a written request. If requested by the employee, the employment supervisor for teaching will review and discuss the student evaluations with them.

The employee will sign a statement that the discussion has taken place and may add their written comments.

- (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. It is understood and agreed by the parties that nothing herein prevents the Employer from releasing aggregate data compiled from student evaluations that does not identify an individual employee.
- (e) In the event the Employer introduces a policy, regulation, or institutional directive on the subject of student evaluations, the Union will be consulted.

ARTICLE 13 – RESOURCES

13.01(a) The Employer agrees to provide all employees with access to appropriate work space, materials and the equipment necessary for the performance of the employee's work duties. Best efforts will be made to provide reasonable access to the use of other facilities, services and equipment related to employees' teaching duties and responsibilities (e.g., photocopying, audio/visual equipment, telephone). Each employee will have access to a mailbox or file for mail, and the Employer shall ensure that each employee who has teaching responsibilities as part of their PDF appointment has a secure storage space for course materials. Any difficulties in this area may be brought to the attention of the appropriate Department Chair. If a resolution is not reached, the Union may initiate a grievance in the matter at Step 2 with the Dean.

(b) A Professional Development Fund will be available through funding provided by the Employer and administered by CUPE Local 3906 in the following amounts, payable on the dates noted:

September 1, 2019: \$20,000
September 1, 2020: \$32,000
September 1, 2021: \$47,500

If requested, CUPE will provide the Employer with a written report detailing the disbursement of the Professional Development Fund.

- (c)** The Employer agrees to provide each employee with an email address following the return of a signed copy of the letter of appointment and the completion of the requisite forms. Access to the McMaster Email system, Avenue to Learn (or equivalent), and Mosaic will be provided for the duration of each employee's appointment.
- (d)** Employees will be entitled to the same access and borrowing privileges at all University libraries on the same basis as University faculty members.
- (e)** The Employer will provide keys or key cards to an employee in accordance with the University's Key Control Policy, as necessary. A key deposit will not be required.
- (f)** Upon an employee's request, the employment supervisor will endeavor to provide, at no cost to the employee, secure storage space for personal belongings and files normally associated with conducting daily business at the University.
- (g)** The employment supervisor may, at their sole discretion, choose to reimburse any or all of an employee's professional fees.

13.02 Employees are encouraged to bring to the attention of their Faculty Dean or the Director of Administration in their Faculty, circumstances that do not provide for excellence in teaching

and/or research. In this situation it is the Dean's responsibility to determine and communicate an appropriate response within a reasonable time.

- 13.03** For purposes of member access to athletic facilities at the University, employees are considered staff and are thus part of the "Faculty/Staff/Alumni" membership group as identified on the Department of Athletics and Recreation website.
- 13.04** The Employer has established a website containing information particular to Postdoctoral Fellows at <https://postdoc.mcmaster.ca/resources>. The parties recognize the ongoing development of the website's content should include input from, and consultation with, the Union. Such discussions are appropriate at the JLMC.

ARTICLE 14 – HEALTH AND SAFETY

- 14.01** 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, c.0-1, and the regulations thereunder (the "OHS").
- 14.02** In accordance with the principles embodied in the *OHS* the Employer and its employees are responsible jointly to implement and maintain an Internal Responsibility System. To that end:
- (a) The Employer or the employment supervisor, as the case may be, shall be responsible for informing any employee of any procedures or policies established by the Employer and associated with the safe handling of materials or equipment; require them to use any protective devices, clothing or equipment, and to follow such procedures; and advise such persons of the existence of hazards, of which the Employer is aware or ought reasonably to be aware, associated with the employee's employment duties;
 - (b) While the Employer is ultimately responsible for health and safety, the employee shall ensure that any student or other person under their care or jurisdiction is informed of any known health and safety hazards, including the requirements, procedures and policies associated with the safe handling of materials and equipment;
 - (c) 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 OHS.

14.03 Central Joint Health and Safety Committee

- (a) The Parties agree that there will exist a Central Joint Health and Safety Committee (CJHSC).
- (b) The Employer shall maintain the CJHSC for the purposes of addressing health and safety matters. CUPE Local 3906 shall appoint 1 Member to the CJHSC. This member may be from any of CUPE's units. The CJHSC shall be co-chaired by 1 worker member and 1 management member as determined by the CJHSC.
- (c) The CJHSC shall:
 - i. make recommendations to the Employer and workers for the improvement of the health and safety of workers;
 - ii. consider and expeditiously dispose of matters concerning health and safety raised by members of the committee or referred to it by a JHSC or a health and safety

representative, the Employer shall consider all recommendations made by CJHSC;

- iii. make recommendations in the establishment, provision, and monitoring of programs for the prevention of hazards in the workplace that also provides for the education of Employees in health and safety matters;
 - iv. participate in investigations as outlined in the Risk Management Manual Program for Reporting & Investigating Injury/Incident/Occupational Disease, and in inspections in accordance with the OHSА;
 - v. make recommendations in the establishment, provision, and monitoring of a program for the provision of personal protective equipment, clothing, devices or materials;
 - vi. cooperate with Ministry of Labour inspectors;
 - vii. monitor data on work accidents, injuries and health hazards; and
 - viii. make recommendations in the planning of the implementation and in the implementation of changes that might affect occupational health and safety, including work processes and procedures.
- (d)** The CJHSC may request from the Employer any information that it considers necessary to identify existing or potential hazards with respect to materials, processes, equipment or activities in any of the Employer's workplaces.
- (e)** The CJHSC shall have full access to all government and Employer reports, studies and tests relating to the health and safety of Employees in the workplace, or to the parts of those reports, studies and tests that relate to the health and safety of Employees, but shall not have access to the medical records of any Employee except with the Employee's consent.
- (f)** The CJHSC shall meet during regular working hours at least monthly unless otherwise decided by CJHSC after consensus and, if other meetings are required as a result of an emergency or other special circumstances, the Committee shall meet as required during regular working hours or outside those hours.
- (g)** The CJHSC will be structured in accordance with the OHSА and its members will have the power and authority specified therein. There shall be at least the same number of worker members as management members at the CJHSC meetings.
- (h)** In the event the CUPE 3906 member of the CJHSC is not able to attend a CJHSC meeting, the Union may substitute another member as a designate.
- (i)** The Union and Employer may have advisors attend the CJHSC meetings with voice but no vote, as determined by the meeting agenda. At least one week prior to the meeting, an agenda will be circulated to all members of the CJHSC.
- (j)** The Employer shall ensure that minutes be taken of all CJHSC meetings and copies provided to all members of the CJHSC. Administrative support for the CJHSC shall be provided by Environmental and Occupational Health Support Services (EOHSS).
- (k)** Terms of reference of the CJHSC will be determined by consensus of the Committee.

14.04 Joint Health and Safety Committees

- (a)** The Employer shall maintain a series of Joint Health and Safety Committees (JHSC), including sub-committees, providing effective coverage for its workplaces and activities.
- (b)** JHSCs shall be constituted in accordance with CJHSC. The number and scope of committees shall be the subject of annual review by the CJHSC.
- (c)** JHSCs shall be as established by the CJHSC and listed on the EOHSS website, the list of which will be updated when there are changes.
- (d)** JHSCs shall meet monthly or in accordance with their respective terms of reference.
- (e)** The Employer will provide copies of the minutes of all JHSC meetings to each member of the JHSC and EOHSS for distribution to the CJHSC.
- (f)** Any outstanding items that cannot be resolved after 3 JHSC meetings or after 3 months, whichever is the shorter, shall be referred to CJHSC for final review and recommendation.
- (g)** Selected worker representatives are entitled to carry out their duties under the OHS Act without loss of remuneration.

In Departments where bargaining unit members are employed and in which there is a legal JHSC as required by the OHS Act, are listed in a Letter of Understanding at the end of this Agreement.

14.05 The parties understand and agree that the right to refuse unsafe work is guaranteed as per the OHS Act. If Section 43 of the OHS Act is repealed at any time in the future, then the parties agree that Section 43 will form part of this Collective Agreement at the time of its repeal and that the role of the inspector will then be assumed by a member of EOHSS. Should Section 43 of the OHS Act form part of this Collective Agreement in the future, it shall be interpreted in compliance with the Ontario Labour Relations Board cases and court cases which interpreted Section 43 prior to its repeal.

14.06 (a) Normally, hazards in the workplace are reported to the employee's employment supervisor in accordance with the OHS Act. An employee who identifies a workplace hazard when the employment supervisor and/or head of the academic unit are not available, will report the hazard to McMaster University's Security Services. Security Services will provide a summary of the employee's report to Environmental and Occupational Health Support Services.

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

14.07 No employee will be discharged, penalized or disciplined for acting in compliance with this Article or with the OHS Act and/or its regulations.

14.08 The Employer will provide First Aid kits in the workplace. The number and location of First Aid kits shall be posted on the EOHSS website.

14.09 Education and Training

- (a)** If an employee in the bargaining unit is appointed as a certified member of a JHSC the Employer agrees to pay for the cost of certification training.

- (b) Unless otherwise agreed by the parties, an employee, appointed as a certified member of the JHSC will, upon request, be provided with access to the first available on-site core certification training program, subject to the operational needs and reasonable scheduling requirements of the Employer. Employees denied the first available on-site core certification training program will take the next available training.
- (c) Approval to attend certification training will not be unreasonably withheld.
- (d) No employee shall be required or permitted to work on any job or operate any piece of equipment until they have received proper education, training and instruction.
- (e) The Employer will ensure that all Employees are provided training in accordance with requirements outlined in the Risk Management Manual (RMM) #300, Health and Safety Training Program, and training matrices, based on a program reviewed by the CJHSC when changes or updates are required.
- (f) The nature of other Occupational Health & Safety training will be as determined pursuant to the Job Hazard Analysis Program outlined in the RMM. Any changes made to health and safety training will be brought to the Union within 20 business days.

14.10 Accident and Incident Investigations

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

14.11 Right to Accompany Inspectors

- (a) The Employer shall notify the Union when a Government Inspector (health and safety, or environment) is to visit the Employer's premises, as soon as practicable.
- (b) The CUPE 3906 Health & Safety Officer or designate and, if the CUPE 3906 Health & Safety Officer or designate is not Certified, an appropriate Certified Worker shall accompany Government Inspectors (health and safety, or environment) on an inspection tour and have the opportunity to speak with the Inspector privately.
- (c) The Employer shall give a copy of the reports or any other written documents received from the Inspector to the appropriate CUPE 3906 Health & Safety Officer and to the CJHSC.
- (d) The Employer shall give a copy of any replies to such reports or documents to the appropriate CUPE 3906 Health & Safety Officer and to the CJHSC.

14.12 Access to the Workplace

Union Health & Safety experts will have access to the Employer's premises in accordance with Article 5.09.

14.13 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.

(c) Job Hazard Analysis

For each job task, the Employer will create a Job Hazard Analysis (JHA) form outlining the sequence of task, potential hazards, action or procedure, and required training. The JHA will also indicate the hazard category, hazard type, loss potential rating, and required personal protective equipment. This form will be given to the employee at the time of hire and amended as needed.

14.14 Ergonomics

Training and administration of ergonomic concerns will be in accordance with McMaster University's Ergonomics Safety Program (RMM #405).

14.15 Safety Equipment

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

14.16 First Aid/CPR Certification

The Employer will continue to provide access to First Aid/CPR and (re)certification training at no cost to employees. In choosing the session to attend, employees will consult with their employment supervisor and exercise reasonable judgment having regard for the needs of their research and any teaching responsibilities.

14.17 No Violence in the Workplace

- (a)** The Employer and the Union agree that violence in the workplace is not appropriate.
- (b)** "Workplace violence" shall be deemed to take the definition as set out in the OHSA as may be amended from time to time. The current statement (as at August 31, 2019) is included in the "Letter of Understanding: Workplace Violence"
- (c)** Employees are encouraged to report threats, an incident or incident(s) of workplace violence to their employment supervisor or Department Chair as well as to their Union representative and, to file an "Injury/Incident Report" form. A summary of all such "Injury/Incident Report" forms will be forwarded to the Central Joint Health and Safety Committee, with a copy of the "Injury/Incident Report" to the Union.
- (d)** If the Employer becomes aware that workplace violence has occurred the Employer will take every precaution reasonable in the circumstances to prevent a recurrence.
- (e)** Employees will be entitled to register for the training program provided by EOHSS. In choosing the session to attend, employees will consult with their employment supervisor and exercise reasonable judgment having regard for the needs of their research and any teaching responsibilities.
- (f)** The Employer and the Union recognize that where preventative measures have failed to prevent violent incidents, the employee will be entitled to access counseling and support available through the Employee and Family Assistance Program (EFAP), at no cost to the employee. If counseling needs to be scheduled during an employee's working hours, the employee will have reasonable flexibility to attend such counseling, having regard for the

needs of their research and any teaching responsibilities. The employee may have his or 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.

14.18 Policies and Manuals

The Union will be added to the email distribution list for communications to CJHSC members regarding changes and proposed changes to the Programs in the Risk Management Manual.

14.19 Classroom and Laboratory Capacities

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

14.20 Immunizations

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

14.21 Incident Reporting

The Employer will notify CUPE of the submission of any injury/incident reports in which an employee identifies their employee group as CUPE.

ARTICLE 15 – HOURS OF WORK AND SCHEDULING

15.01(a) The parties recognize that employees in this bargaining unit will be primarily involved in research and scholarship. As such, the parties also recognize that there must be some flexibility with respect to the hours demanded by each employee's work to allow employees and supervisors to tailor employees' hours of work to the specific needs of the research and scholarship. The parties recognize that this arrangement is mutually beneficial for both employees and supervisors.

(b) Postdoctoral Fellows who work 35 hours a week are considered to be full time employees.

15.02 Each Monday, or the previous Friday, if Monday is not a business day, it is the employee's responsibility to submit, in writing to the Department Administrator, the number of hours they worked in the previous week. If the employee fails to do so, the hours worked for the previous week normally will be deemed to be 35, or the regular weekly hours of work if the PDF holds a partial appointment, unless the employment supervisor notifies the Department Administrator otherwise, in writing, with a copy to the employee.

15.03 (a) The parties recognize that the needs of an employee's research and the needs of the employment supervisor's research program may require the performance of irregular hours of work.

(b) In no case shall an employee be required to work more than 60 hours in any 1 week.

(c) No employee shall work more than 176 hours in any 2 consecutive bi-weekly pay periods without advance written approval from their PDF employment supervisor.

(d) If an employee works in excess of 176 hours in 2 consecutive bi-weekly pay periods, the employee will be entitled to compensating time off (CTO) calculated at a rate of 1.5 hours for

every additional hour worked provided that all such additional hours were approved in accordance with 15.03(c).

- (e) Employees will discuss the taking of any accrued CTO with their employment supervisor and CTO will be taken at a time mutually agreeable to the employment supervisor and employee, but in all cases it will be taken within 3 months of the work week in which the CTO was earned and prior to the end of the employee's contract. Employees must advise the Department Administrator when CTO is being taken.
- (f) If an employment supervisor requires or requests that an employee attend conferences/seminars/workshops, hours spent by the employee in scheduled sessions at such events will be deemed to be part of their normal hours of work. The employee must include such time on the weekly hours of work report given to their Department Administrator.
- (g) The parties understand and agree that in circumstances where conference/seminar/workshop attendance is undertaken at the employee's request or on a voluntary basis, the employee and the employment supervisor may deem such hours to be, hours of work, vacation, leave of absence, compensating time off, etc., as they see fit. The employee must record the number and nature of such hours on the weekly hours of work report given to their Department Administrator.

15.04 The expectation of formal student mentorship shall be stated in the letter of appointment. Where the mentorship responsibilities of an appointment exceed expectations, the employment supervisor shall make arrangements to: reduce the level of mentorship responsibility; reduce an alternative responsibility; or financially compensate the employee commensurate with the level of increased workload and/or responsibility.

ARTICLE 16 - POSTINGS AND APPOINTMENTS

16.01 Selecting PDF Candidates

The parties acknowledge that PDF candidates come to the attention of potential employment supervisors through a number of appropriate avenues, including direct communication with a candidate(s) and/or with colleagues. The Employer agrees to fill all bargaining unit positions according to the provisions of this Article, except those funded exclusively by grants awarded to individual Postdoctoral Fellows by external granting agencies and in instances in which an appointment is arranged as a result of the employment supervisor having been contacted directly by a candidate(s) and/or colleague(s).

16.02 Postings

- (a) When an opportunity is posted, it will remain open for a period of not less than 10 business days, and no offer of appointment will be made until after the posting has closed.
- (b) In those circumstances where an employee has been hired without requirement for the job to be posted, as per Article 16.01, the department will complete the Referral or Direct Contact Form, located on the hr.mcmaster.ca website and the Postdoctoral Affairs website, and forward a copy to the Union and Human Resources Services.
- (c) A posted opportunity will be posted in Mosaic.
- (d) A posting will identify the following: job title, description of the area or topic of research, required teaching and/or mentorship (if any), remuneration, supervisor and academic unit, Union local and bargaining unit, date of posting and application deadline, start date and duration of the appointment, required qualifications, restrictions (if applicable), the application procedure, required documentation (e.g., C.V., references, publications, etc.),

and the McMaster's Employment Equity Statement as may be amended from time to time. The current statement (as at August 31, 2019) is included in the "Letter of Understanding: Employment Equity Statement". In the event the Employer plans to amend its Employment Equity statement, the Employer will consult with the Union about any proposed changes.

- (e) The parties acknowledge that short-term appointments for less than 12 months can be appropriate. However, the Employer acknowledges that it is inappropriate to use a series of appointments that are for less than 12 months for the purpose of intentionally avoiding the recruitment of a single candidate for a period of 12 months or more.
- (f) If an employee believes that there is funding available to extend or renew their appointment, they may raise the matter with their supervisor.

16.03 Employment Equity

- (a) The parties affirm that Employment Equity is a key part of progress towards inclusivity in the employment relationship and that the hiring process shall reflect this affirmation. The University encourages applications from all qualified candidates including women, persons with disabilities, First Nations, Métis and Inuit peoples, visible minorities, members of racialized communities and LGBTQ+ persons.
- (b) The Employer and the Union are committed to addressing employment equity issues and recognize the need to discuss issues of mutual concern, in an attempt to find a resolution.
- (c) In the event that the Employer plans to amend its Employment Equity statement, the Employer will consult with the Union about any proposed changes.

16.04 The Union may direct questions regarding a job posting to the Director of Administration in the Faculty from which the posting arises, with a copy to the appropriate E/LR Representative, and if a resolution is not reached following discussion with the Director of Administration and/or the E/LR Representative, the Union may initiate a grievance of the matter at Step 2.

16.05 Probationary Period

- (a) The probationary period is intended to be a period of time for the employment supervisor to adequately evaluate the employee's skills and qualifications and to provide the employee with feedback regarding their performance and suitability for the appointment.
- (b) "**Probationary Period**" means a period lasting no longer than 1/3 of an employee's appointment, calculated to the nearest full month, regardless of the length of that appointment, but not to last longer than 4 months.
- (c) While the parties acknowledge that the initial probationary period normally should provide sufficient opportunity for an employment supervisor to evaluate an employee's skills and qualifications, and for an employee to demonstrate their skills, qualifications and suitability, the parties also recognize that there may occasionally be circumstances in which the initial probationary period is not sufficient, but in which a brief additional period would be. In such circumstances, the employment supervisor may extend the probationary period by a further period not to exceed 2 months.
- (d) Notice of such extension as per Article 16.05(c) must be provided to the Union no later than the final date of the initial probationary period. Any decision to extend a probationary period or to terminate an appointment within a probationary period will be made in accordance

with the requirements of Article 4.02, failing which the probationary period will be deemed successful upon expiry of the initial period. If the Employer has not provided such notice of extension as per Article 16.05(c), the initial probationary period shall be considered successful.

- (e) In the event of a probationary termination, a meeting will be held to advise the employee; the Union will be notified of the meeting at least 24 hours in advance, and may, with the employee's agreement, choose to attend the meeting. The Union will be informed of the general nature of the termination. If the termination occurs within the probationary period, the employee will be given at least 1 week's notice of termination or pay in lieu thereof, but such notice or pay in lieu thereof is not applicable if the termination is for reason(s) of just cause.

16.06 The Union will be copied on letters of appointment and letters of extension. Letters of appointment shall include the following:

- a. Name of the Postdoctoral Fellow;
- b. Description of the general area or topic of research;
- c. Remuneration;
- d. Supervisor;
- e. Start Date;
- f. Duration of Appointment;
- g. MOSAIC reference number, where applicable;
- h. Summary of available benefits (via attachment); and,
- i. Requirements for teaching if any; and
- j. Original start date (in the case of letters of extension)

16.07 Where an employee who has been employed for a period of at least 2 years applies for a full-time faculty position and does not get hired, the employee, at **their** written request, will be granted a meeting with a member of the selection committee to discuss **their** job application. The parties understand and agree that this meeting is to be for pedagogical purposes only and does not include any right for the employee to be accompanied by a Union Representative.

ARTICLE 17 – REMUNERATION

17.01 The Employer's current practice is to pay bi-weekly by direct deposit. The Employer will continue this practice.

17.02 Should a pay day fall on a Public Holiday as specified in the *Employment Standards Act, 2000*, S.O. 2000, c.41, pay will be deposited on the working day immediately prior to the Public Holiday.

17.03(a) The parties recognize that, from all combined sources including internal and external sources, the annualized stipends/salaries for employees fall within a range. Based on the payroll information available, the Employer will, as at January 1st and July 1st of each calendar year, post a Notice of Postdoctoral Salary Ranges, overall and by sex, stating the then current 20th percentile, 50th percentile and 80th percentile of Postdoctoral Fellowship salaries/stipends. The information can be found at hr.mcmaster.ca.

- (b) While employment supervisors retain flexibility in determining the appropriate stipend/salary for each employee having regard for available funding, a candidate's specific qualifications, references and academic record, and market trends, in no case shall an employee's total base annualized stipend/salary from all combined sources including internal and external sources be less than the amount stipulated in 17.04(a) or a pro-rated equivalent thereof for an employee who

holds a partial appointment or whose appointment is for less than 12 months, unless the minimum per annum stipend/salary payable by an employment supervisor as stipulated by NSERC in the Tri-Agency Financial Administration Guide exceeds this amount, in which case the NSERC amount shall be considered the minimum – subject to any maximum amount set by any other applicable funding agency.

- (c) If at any time during the employee's appointment, the employee obtains additional funding that was not originally anticipated in the current appointment letter, the employment supervisor's financial commitment may be offset, in whole or in part, by an amount commensurate with such funding. If such funding secured by the employee is reduced or eliminated, the employment supervisor will reinstate their financial commitment by the amount of such reduction, up to the level of the employment supervisor's financial commitment originally stated in the current appointment letter. This requirement does not extend to appointment extensions or new appointments.
- (d) Subject to the provisions of Article 10.06 (ii) and (iii), no person who holds an appointment on the date that this Collective Agreement is ratified by both parties shall be subject to a reduction in the annual salary/stipend paid by the Employer for that appointment as a result of the implementation of the stated minimum in Article 17.04.

17.04 Minimum Salary and Increases

Postdoctoral Fellows shall be entitled to a minimum salary of \$34,200 on DOR. Effective September 1, 2020, the minimum salary will be \$35,200. Effective September 1, 2021, the minimum salary will be \$36,200.

“DOR” means the first date after each party has received written notice from the other confirming the ratification of the collective agreement.

On each anniversary date of the commencement of an employee's appointment (occurring between DOR and August 31, 2022, inclusive), the employee's salary shall be increased in accordance with the following table:

Salary Increases

Year	Period	% Increase
1	DOR – Aug 31, 2020	1.00%
2	Sept 1, 2020 – Aug 31, 2021	1.00%
3	Sept 1, 2021 – Aug 31, 2022	1.00%

17.05 Where teaching is a component of a PDF appointment, the employee shall be eligible to receive supplemented fees (paid as a lump sum) based on official class size as follows:

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

Formula: Units per course taught x (Official Class Size - 75) x \$2.00 = lump sum amount

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

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

All supplemental fees shall be processed automatically.

17.06 Post Appointment Work

- (a) After an appointment expires a Postdoctoral Fellow will not be required to: re-read student papers or exams, attend appeals, deal with cases of academic dishonesty, grade or re-grade late papers or exams.
- (b) If an employment supervisor requests a Postdoctoral Fellow to perform work after the expiry date of their appointment, the Postdoctoral Fellow shall be paid a minimum of \$30.00 per hour for each hour worked. Payment shall be made as a lump sum on the 2nd regular pay date following the completion of the post appointment work.

17.07 (a) If an employment supervisor requires an employee to travel as part of their employment, the employee will be reimbursed in accordance with the Employer's "*Travel Policy and Procedures*" for travel expenses incurred as a direct result of such travel. All travel expenses must be pre-authorized by the employment supervisor to be eligible for reimbursement, and, it is understood that mileage does not include an employee's travel between home and their normal place(s) of work.

- (b) The parties understand and agree that in circumstances where travel is undertaken at the employee's request or on a voluntary basis, the employee and the employment supervisor may make such travel expense reimbursement arrangements as they see fit.

17.08 Where, on an Employee's pay deposit, there is a shortage in a gross amount of up to \$50.00, or an overage in a gross amount of up to \$50.00, the Employer shall account for such shortage or overage on the next pay deposit. Any shortage above this amount will be compensated on the interim pay period.

ARTICLE 18 – BENEFITS

18.01 (a) During the Term of this Collective Agreement, the Employer will continue to provide those benefits available to Postdoctoral Fellows as set forth in further detail in the Employer's current *Benefits Booklet for Postdoctoral Fellows*, and as detailed below. The benefits and substantive administrative details set forth in the *Booklet* will not be amended without written agreement by the Union.

- (b) In addition to the above benefits, effective September 1, 2019, a supplementary health benefits fund will be available through funding provided by the Employer and administered by CUPE Local 3906 in the following amounts:

September 1, 2019: \$30,000
September 1, 2020: \$40,000
September 1, 2021: \$47,500

If requested, the Union will provide the Employer with a written report detailing the disbursement of the supplementary health benefits fund.

18.02 (a) If an employee holds an initial appointment of less than 12 months, and if that appointment is subsequently extended such that the extension period, together with the initial appointment, results in a total appointment period that is for 12 months or more, then the employee shall be entitled to participate in Extended Health and Group Life benefit plans included in Article 18.01, and the Supplementary Unemployment Insurance Benefit for Employees on Pregnancy Leave (as per the Letter of Understanding page 33) from the date of such extension.

- (b) For purposes of calculating benefits entitlement, an employee's service in all appointments will be added together, so long as the period of time between any 2 appointments does not exceed 6 months.

18.03 Tuition Assistance

- (a) Tuition rebates for University courses are available to employees pursuant to the Employer's Policy on *Tuition Assistance for Employees*. If an employment supervisor requires an employee to attend a course as part of their employment, the employee shall not be responsible for the tuition cost. The Employer will not institute a fee targeted exclusively at bargaining unit employees in relation to their obtaining or maintaining status as Postdoctoral Fellows at the University.
- (b) Bargaining unit members will eligible to participate in the University's Bursaries for Spouses and Dependents of University Employees Policy, in accordance with the terms and conditions of the Policy.

18.04 Employee and Family Assistance Program (EFAP)

Employees are entitled to access the McMaster University EFAP.

18.05 UHIP

The Employer will pay 100% of the UHIP premiums charged, during the initial 3 months of employment, to bargaining unit members and immediate family required to enroll in the Plan.

18.06 Dental Plan

- (a) The Employer will provide a fixed contribution of \$30.00 per month toward the applicable premium for each employee enrolled in the Union's Dental Plan.
- (b) While CUPE is 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) At the end of each month, the Employer will remit to the insurer or third party administrator identified by CUPE the total amount of dental premiums it has deducted from employees' pay. The Employer will also provide to the insurer or third party administrator identified by CUPE in an agreed-upon manner a report that includes the following information for each employee:
 1. First Name
 2. Last Name
 3. Employee ID#
 4. Total Amount deducted
 5. Date of Birth
 6. Gender
 7. Address
 8. Marital Status listed as Single or Family Enrolment Status
 9. Hire Date
- (d) All opt-out and family enrolments must be completed and returned to the CUPE office within 1 month of commencing employment.

- (e) The Employer will contribute the following amounts per year towards the premiums for employees electing family dental coverage:

- September 1, 2019: \$20,000
- September 1, 2020: \$20,000
- September 1, 2021: \$20,000

- (f) Upon request by the Employer, the Union will provide a summary report to the Employer accounting for the expenditure of the funds referenced in Article 18.06(e) to a maximum of once per year.

18.07 The employment supervisor may, at their sole discretion, choose to reimburse any or all of an employee's relocation expenses.

ARTICLE 19 – POSTDOCTORAL FELLOW SUPPORT FUND

19.01(a) The University shall contribute the following amounts to the Postdoctoral Support Fund administered by the School of Graduate Studies:

- September 1, 2019: \$20,000
- September 1, 2020: \$40,000
- September 1, 2021: \$40,000

- (b) The "Postdoctoral Fellow Support Fund" assessment committee shall include a CUPE 3906 representative to assess applications from CUPE 3906 members, which may include application for childcare subsidy and extended UHIP for employee and/or dependents.
- (c) Employees will be required to provide documentation to substantiate their request to the satisfaction of the committee.

ARTICLE 20 – HOLIDAYS, VACATIONS AND OBSERVANCES

20.01(a) Employees are entitled to paid holidays in accordance with the *Holiday Schedule for Salaried Employees* as currently published on the Employer's hr.mcmaster.ca website. An employee must have approval in writing from their supervisor prior to working on any public or paid holiday.

- (b) Despite any changes made to the Holiday Schedule for Salaried Employees noted in Article 20.01(a), holidays include any business days that fall on or between December 25th and January 1st. Such days are without loss of pay and do not come out of the employee's annual vacation entitlement in Article 20.03.

- (c) Any employee required to work on one of the holidays noted in 20.01(a) or 20.01(b) shall be provided with time off in lieu at the rate of time-and-a-half.

20.02 Religious Holidays

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

- (b) When an employee utilizes such day(s) they must include such days on the weekly hours of work report given to Department Administrator.

20.03 Vacation

- (a) Employees' annual salary is inclusive of pay for vacation time and applicable holiday pay. Unused vacation time cannot be carried forward into subsequent years without the express written consent of the employment supervisor. The employee and their employment supervisor must make every effort to see that full vacation entitlement is taken during the period for which it was granted. Accrued and unused vacation time from the current entitlement year is payable upon the end of the PDF's appointment.
- (b) An employee's minimum annual vacation entitlement will be in accordance with the following schedule, and will be pro-rated for any portion of an employee's appointment that is less than 12 months, and for any employee holding a partial appointment:

Duration of Appointment in Years	Vacation Time Accrual Rate (Full-Time Days Per Month)
Less than 1	1.25
1 or more but less than 3	1.67
3 or more	2.08

- (c) For purposes of calculating "Duration of Appointment in Years" an employee's service in all appointments will be added together, so long as the period of time between any 2 appointments does not exceed 12 months.
- (d) Each person who is an employee on the date of ratification of this Collective Agreement by both parties shall retain not less than their current annual vacation entitlement that is in effect upon the date that this Collective Agreement is ratified by both parties.
- (e) Subject to the approval of their employment supervisor, an employee may choose the time of their vacation leave. Requests will not be unreasonably denied.
- (f) When an employee utilizes such day(s) they must include such days on the weekly hours of work report given to their Department Administrator.
- (g) Vacation time may be used immediately upon accrual.

20.04 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 CJHSC or of a JHSC may attend the Employer's National Day of Mourning ceremonies; employees will exercise reasonable judgment having regard for the needs of their research and any teaching responsibilities.

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

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

20.07 National Aboriginal Day: Employees may attend the on-campus celebration in June of each year. If an employee wishes to attend the on-campus celebration, the employee is entitled to rearrange their work duties without loss of pay. In most instances the date of the celebration is

known to employees well in advance, therefore the employee must notify their Supervisor as early as possible before the celebrations about their intent to observe the celebration.

ARTICLE 21 – WORKPLACE ACCOMMODATION

21.01 (a) In accordance with the Ontario *Human Rights Code* (the “Code”), the University’s Policy on Workplace Accommodation, the University’s Return to Work Program and Article 6.01, the parties acknowledge their respective obligations to accommodate the medical restrictions of bargaining unit members with disabilities. Where appropriate supporting medical documentation indicates the need, a workplace accommodation plan will be developed in consultation between the employment supervisor, an Employee Health Services Consultant or designate, and the employee with a disability requiring workplace accommodation. The Union will be informed of the name and Department of any employee for whom a plan has been developed. The Union and the Employees will cooperate in the arrangement of such accommodation.

Return to Work

- (b)** In fulfilling its duty to accommodate, the Employer has a responsibility to make every reasonable effort to provide, at the appropriate time, suitable modified or alternate employment to Employees who are temporarily or permanently unable to return to their regular duties, as a result of an occupational or non-occupational injury or illness. Dependent on the circumstances, this may include the modification of work stations, equipment, or elements of the job, in keeping with the Employee’s medical requirements, providing that such accommodation does not create undue hardship to the Employer.
- (c)** In the event an employee provides their written consent to the Employer for the release of their medical information to the Union, the medical information shall be provided to the Union.
- (d)** In the event an employee provides their written consent to the Employer for a Union representative to attend at the employee’s return to work meeting, if such a meeting is required by the Employer, the Union representative shall be entitled to attend. At the outset of facilitating an employee’s return to work the employee will be notified of the option for Union representation.

21.02 Sick Leave

- (a)** Employees shall be credited with 10 paid business days per appointment year, or a pro-rated portion equivalent thereof for any portion of an employee’s appointment that is less than 12 months and for employees holding partial appointments. Such days are to be utilized for absences due to personal illness or injury. When an employee utilizes such day(s) they must include such days on the weekly hours of work report given to their Department Administrator. There will be no carry-forward of sick days from one appointment year to the next and there will be no cash pay out of unused sick days.
- (b)** In the event that an employee takes a leave of greater than 5 consecutive business days, the employment supervisor can require a doctor’s note to substantiate the employee’s absence subject to 21.03(a). Obtaining a doctor’s note will be at the employee’s expense, subject to Article 21.03(a).

21.03 Medical Documentation

- (a)** If requested, an employee must provide medical documentation supporting the absence to their employment supervisor that includes confirmation of an in-person assessment by a physician;

workplace restrictions, if any; and a return to work or reassessment date. Where the requested medical documentation includes the foregoing information, the Employer will, to a maximum of \$50.00, reimburse the Employee 50% of the cost of the first medical documentation requested for each period of absence due to personal illness or injury regardless of length.

- (b) Documentation pursuant to this Article will be kept in confidence and made available to relevant individuals strictly on a need to know basis.
- (c) No employee will be asked to provide medical diagnosis at the outset of a request for medical accommodation or sick leave. In the event medical diagnosis will assist the accommodation and/or return to work process, Employee Health Services will obtain an employee's consent to obtain such information.

ARTICLE 22 – OTHER LEAVES

22.01 Statutory Leaves

- (a) The Employer will comply with the requirements of the Part XIV of the *Employment Standards Act, 2000* S.O. 2000, c.41 as amended, and the regulations thereunder, with respect to statutory leaves of absence. Currently, statutory leaves include: pregnancy leave, parental leave, family medical leave, personal emergency leave, declared emergency leave, reservist leave, critically ill child care leave, crime related child death or disappearance leave, and organ donor leave.
- (b) The Employer will post an information sheet for employees, summarizing the *Employment Standards Act, 2000* S.O. 2000, c.41, provisions regarding these leaves.
- (c) The summary of statutory leaves outlined in this Article 22 are for information purposes only. In the case of any conflict between these sections and the *Employment Standards Act, 2000* S.O. 2000, C.41 as amended, the legislation will govern.

22.02 General Leaves

Excluding Statutory leaves, the parties understand that there may be circumstances in which a PDF requires a leave of absence for; professional development, union convention/seminars, personal reasons or to attend to familial obligations. Subject to the approval of the employment supervisor at their sole discretion, additional leaves of absence with, or without pay, may be granted. Prior to the leave commencing, the length of the leave and mechanism for making up the missed time, if any, will be agreed to between the PDF and supervisor in writing. Requests for such leave will not be unreasonably denied.

22.03 Bereavement Leave

- (a) In the event of a death of a member of an employee's immediate family they will be entitled to a leave of absence without loss of pay or benefits for a period of 5 consecutive business days. Immediate family means the employee's spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother and grandfather. Requests for additional leave without pay will not be unreasonably denied.
- (b) When the funeral occurs more than 200 km. from the employee's work location, the employee will be entitled to 2 additional days of leave without pay, to accommodate travel.

- (c) Upon request, an employee may elect to set aside 1 day of available bereavement leave, to be used within 1 year of such request to attend a memorial service, interment or the like.
- (d) When an employee utilizes such day(s) they must include such days on the weekly hours of work report given to their Department Administrator.

22.04 Pregnancy Leave

All Employees are entitled to pregnancy leave in accordance with the *Employment Standards Act, 2000*.

22.05 Parental Leave

All Employees are entitled to parental leave in accordance with the *Employment Standards Act, 2000*.

22.06 An employee wishing to take pregnancy or parental leave in accordance with Articles 22.04 and 22.05 shall give the Employer at least 2 weeks' written notice prior to the commencement of the leave and at least 4 weeks' written notice of return to work if different than the date previously agreed.

22.07 Supplemental Unemployment Benefits (SUB)

- (a) To be eligible to access this fund the employee must have 13 weeks of completed service as a PDF at McMaster University (through a single or multiple appointments), prior to the commencement of their pregnancy or parental leave.
- (b) For all pregnancy and parental leaves beginning on or after DOR, the employee shall be entitled to financial benefits, at their election, as follows:

i. Financial Benefits – Pregnancy Leave

For each week of leave up to the 17th week, inclusive, the University will pay 95% of the base salary the employee otherwise would have received, less the maximum amount of weekly pay any individual is eligible to receive in accordance with the Employment Insurance Act (the "EI Max"), regardless of whether or not such amount is actually received by the employee. If the employee provides proof that their Employment Insurance Act entitlement is less than the EI Max, or if the employee is not eligible for EI, their weekly payment from the University will be 95% of regular salary less the amount of their Employment Insurance Act entitlement.

ii. Financial Benefits – Parental Leave

(i) OPTION A

For each week of leave up to the 13th week, inclusive, the University will pay 95% of the base salary the employee otherwise would have received, less the maximum amount of weekly pay any individual is eligible to receive in accordance with the EIA (the "EI Max"), regardless of whether or not such amount is actually received by the employee. If the employee provides proof that their EIA entitlement is less than the EI Max, their weekly payment from the University will be 95% of base salary they otherwise would have received less the amount of their EIA entitlement.

OR

(ii) OPTION B

For the first 6 weeks of leave, the University will pay 100% of regular salary.

- (c) It is understood that top-up under Article 22.07 is calculated based on a standard, not extended, parental leave.

Other Benefits

- (a) An employee who takes a pregnancy and/or parental leave pursuant to Article 22.04 and 22.05 is entitled to continue to participate in all health benefits plans, as may be applicable, for the duration of the leave, provided the employee continues to contribute their normal share of the cost of these benefits.
- (b) Employees on leave pursuant to Articles 22.04 and 22.05 shall accrue vacation pay based on their earnings, subject to Article 22.07(c)(ii)(c).
- (c) SUB received during a pregnancy leave, parental leave or family medical leave shall be deemed to be earnings for the purpose of Article 22.07(c)(ii)(b), and shall be deemed to be earned at 100% of the employee's regular base salary (irrespective of the actual SUB and/or Employment Insurance Benefits received during such leaves).
- (d) Subject to funding considerations and the status of the research project for which they were hired, the Employment Supervisor, in their discretion, may offer an employee on a pregnancy/parental leave an extension of their contract.

22.08 Family Medical Leave

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

22.09 Supplementary Compassionate Care Benefits

An employee who takes a Family Medical Leave will be entitled to Supplementary Compassionate Care Benefits for up to 8 weeks. For each week of leave up to the 8th week, inclusive, the University will pay 95% of regular salary, less the maximum amount of weekly pay any individual is eligible to receive in accordance with the EIA (the "EI Max"), regardless of whether or not such amount is actually received by the employee. If the employee provides proof that their EIA entitlement is less than the EI Max, their weekly payment from the University will be 95% of regular salary less the amount of their EIA entitlement.

22.10 Reservist Leave

If an employee is a reservist in the Canadian Armed Forces they will be entitled to reservist leave in accordance with the Employment Standards Act, 2000, S.O. 2000, c.41.

ARTICLE 23 – TRAINING

- 23.01** Employees are eligible for training through the Paul R. MacPherson Institute for Leadership, Innovation & Excellence in Teaching, at McMaster University. Such training will not interfere with an employee's regular employment duties and responsibilities. Appointment letters will include reference to this training.

23.02

- (a) The parties recognize that employees' work includes developing, using and/or implementing new technologies. No employee will be terminated solely because of the introduction of a new technology.
- (b) Where instructional technologies are required as a component of an employee's teaching duties, training will be provided at no cost to the employee.
- (c) Employees shall be entitled to access career counselling services provided through the University's Employee Career Services office.
- (d) The Employer will provide grant writing training sessions and immigration information sessions available to Postdoctoral Fellows. The Employer will endeavor to provide these sessions no less than twice annually. The Union will be made aware of the dates of such sessions in writing.
- (e) When an employee is required to attend or otherwise completes mandatory employment related training such training will be deemed to be part of their normal hours of work.
- (f) Where the Employer requires that any bargaining unit member attend mandatory training or orientation every effort will be made to provide reasonable notice.

ARTICLE 24 – INDIVIDUAL DEVELOPMENT PLAN

- 24.01** The purpose of the Individual Development Plan (IDP) is to support and encourage an open dialogue between the employee and employment supervisor regarding professional and career development.
- 24.02** Employees who wish to establish an IDP may request that one be established in consultation with their employment supervisor. Through discussion and collaboration, the employee and employment supervisor may establish a strategic IDP outlining goals, learning activities and timelines. The employee and employment supervisor shall mutually agree upon opportunities to discuss an IDP and the duration of an IDP.
- 24.03** An alleged breach of Article 24.01 or 24.02 is not grievable.

ARTICLE 25 – INTELLECTUAL PROPERTY

- 25.01** Matters of Intellectual Property are governed by the University's Joint Intellectual Property Policy.

ARTICLE 26 – LEGAL LIABILITY

- 26.01** In the event that an employee is named in an action for damages or other civil suit arising from their employment duties, that employee may be covered by the University's liability insurance, subject to the determination of the insurer. As it relates to criminal or quasi-criminal charges, the University, at its sole discretion, may cover the related costs/fines, including legal fees, as determined on a case by case basis.

ARTICLE 27 – EQUAL PAY FOR EQUAL WORK

- 27.01** The Employer agrees to comply with its obligations in accordance with the equal pay for equal work provisions of *the Employment Standards Act, 2000, S.O. 2000, c.41*.

ARTICLE 28 – UNION ORIENTATION

28.01 The Employer will notify CUPE of the date/time in which a new hire will meet with a representative of human resources services.

28.02 In the appointment letter, the Employer shall advise each new employee of contact information for CUPE Local 3906, including the following:

CUPE Local 3906
Kenneth Taylor Hall (KTH) B111
905-525-9140 x24003
staff@cupe3906.org and/or chiefsteward_postdocs@cupe3906.org
www.cupe3906.org

In the event that CUPE changes its contact information, the Appointment Letter will be updated accordingly

28.03 CUPE and the employee shall arrange to meet for the purpose of a Union orientation. The orientation will occur without loss of pay and held at a mutually agreeable time.

ARTICLE 29 – EMPLOYEE INFORMATION

29.01 The Employer and the Union agree that the Employer shall maintain confidential employee records. The Employee will advise Human Resources Services (HRS) immediately, in writing, if there is any change in personal data, such as name, address or telephone number.

29.02 The employee file for the Employee shall include items concerning the record of employment including, but not limited to, appointment letter, salary history, as well as any documentation in accordance with Article 11, all of which is normally copied to the Employee concurrent with their addition to the file.

29.03 Employees shall have the right to examine their employee file in the presence of a member of HRS staff, by appointment. Upon request and within 5 Working Days following the request, Employees will be provided with a photocopy of any requested documents from their file. The Employee is free to point out any alleged factual errors and proven errors will be corrected. On the same basis, an Employee will have access to their Employee Health/Return-to Work file, Employee Medical file, and the file containing her personal information held by their Supervisor.

29.04 Upon receipt of a written request from the Employee, HRS will confirm that all warnings and suspensions have been removed from their file and administered in accordance with Article 11.

29.05 Employees will notify HRS of changes in information related to their spouses and dependent(s) necessary to administer benefits.

29.06 Subject to legal and/or statutory requirements, when HRS receives requests from an external agency for personal or employment related information regarding an Employee, it will confirm employment only. Additional information shall only be divulged with the written authorization of the Employee.

ARTICLE 30 – DOMESTIC VIOLENCE

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

30.02 The Employer shall offer assistance and provide a supportive environment to its employees experiencing domestic violence, including accommodating leaves of absence, adjustment of work schedules, giving consideration in the situation of discipline or other supportive responses as may be appropriate in the circumstances.

30.03 In all responses to domestic violence, the parties shall respect employees' confidentiality.

ARTICLE 31 – TERM

31.01 This Collective Agreement shall be in effect from the date of its ratification by both parties and shall expire August 31, 2022. This Collective 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 Collective Agreement.

31.02 Notice that amendments are required or that either party desires to terminate this Collective Agreement may only be given within a period of not more than 120 days prior to the expiration date of this Collective Agreement or any anniversary of such expiration date.

31.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purposes of negotiation within 21 days after the giving of such notice, if requested to do so.

**Letter of Understanding
Policies Affecting Terms and Conditions of Employment**

Those “Policies, Procedures and Guidelines” published at www.mcmcaster.ca/policy affecting terms and conditions of employment, which were 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 the Collective Agreement, this Collective Agreement shall prevail.

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

**Letter of Understanding
PDF Support Fund**

The Employer commits to meeting with the Union within 90 days following the date of ratification to review, expand, and modify, as may be agreed, the criteria to be considered by the Employer in approving applications to access the Postdoctoral Fellow Support Fund. The Employer furthermore agrees that there will be instances when individual Postdoctoral Fellows may access the fund on more than one occasion (e.g., to cover UHIP fees not otherwise covered by Article 18.05, pending OHIP coverage).

**Letter of Understanding
“Policy on Postdoctoral Fellows”**

The parties agree that the “Policy on Postdoctoral Fellows” will continue to apply for PDFs in this bargaining unit. In case of a conflict between the Policy and the Collective Agreement, the Collective Agreement shall govern.

**Letter of Understanding
Gender-Affirmation**

The parties jointly acknowledge the importance of supporting employees undergoing processes or procedures related to gender affirmation. The parties agree to have further discussions and consultations in order to determine appropriate supports needed for these employees. The parties agree that the discussion will commence no later than 3 months after the date this agreement is ratified.

**Letter of Understanding
Joint Health and Safety Committee Representation**

The academic based JHSCs, at the time of ratification, as required by the OHSA, include:

- (i) Business
- (ii) Arts (including Social Science and Humanities)
- (iii) The Ivor Wynne Centre (including Recreational Services and Kinesiology)
- (iv) Science
- (v) Engineering
- (vi) McMaster Automotive Research Centre (MARC)
- (vii) MDCL
- (viii) MCIARS

- (ix) Health Sciences
 - (x) Ron Joyce
 - (xi) David Braley Centre Downtown Health Campus
 - (xii) Libraries and Museum of Art
 - (xiii) Longwood
 - (xiv) Communications Research Laboratory
 - (xv) Satellite campuses, where required by the *OHSA*, and;
 - (xvi) Any other JHSC committee where the terms of reference reflect that CUPE 3906 has a designated seat.
-

Letter of Understanding Workplace Violence

The definition of workplace violence as at the date of ratification is: “the exercise or attempted exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker, or a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.”

Letter of Understanding Office Space

The Employer shall continue to provide CUPE Local 3906 with office space at least equivalent to the square metres currently provided. Effective September 1, 2019 the Union will, annually, remit payment to the Employer for the office space at the internal departmental rate as determined by the University. Currently, the internal departmental rate is determined \$25.36 per net assignable square foot. As CUPE's office space is 642.07 net assignable square feet, the current annual rate is \$16,282.90. In the event the internal departmental rate increases during the term of this Collective Agreement, the parties will, during the next round of bargaining, negotiate in good faith toward reconciling any reasonable deficiency.

Prior to any proposed change in location, CUPE Local 3906 will be provided with at least 6 months' notice where feasible.

The Employer will provide CUPE Local 3906 access to meeting rooms on campus for Union business through the University's room booking offices, following the normal booking procedures and regulations.

Letter of Understanding Dental Coverage Employee Information

The Parties agree to meet within one month of the ratification of this Collective Agreement to address outstanding problems related to the upload of employee information for the purposes of dental benefits administration.

**Letter of Understanding
Lump Sum Payment**

Effective the third pay date following the DOR, employees who had an anniversary date on or after September 1, 2019, and before the DOR, and were employed on the DOR, will receive a one-time lump sum payment in the gross amount of \$300.00, less applicable statutory deductions and remittances.

DOR means the first date after each party has received written notice from the other confirming the ratification of the collective agreement.

**Letter of Understanding
McMaster's Employment Equity Statement as at August 31, 2019**

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

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

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

For the Union:



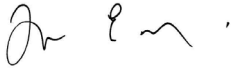
Kezhuan Gu
Chief Steward Postdoctoral Fellows, CUPE 3906



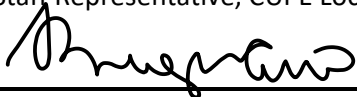
Sharoni Mitra
President, CUPE 3906



Brad Walchuk
Senior Staff Representative, CUPE Local 3906




Mary Ellen Campbell
Staff Representative, CUPE Local 3906



Francesca Brugnano
Administrative Coordinator, CUPE 3906

For the University:



Gianni Parise
Associate Dean, Science (Research & External Relations) & Chair, University Bargaining Team



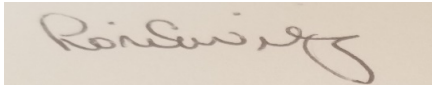
John Medcof
Professor, Human Resources & Management



Robert Laidler
Administrator, Engineering Physics



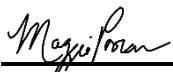
Julie Fogarty
Administrator, Mathematics and Statistics



Lori Ewing
Administrator, Health, Aging and Society



Geoff Tierney
Lead Negotiator



Maggie Pooran
Executive Director, Employee and Labour Relations



Carrie Allen
Senior Consultant, Employee/Labour Relations & Dispute Resolution



Luke Broomer
HR Metrics and Analysis Specialist



David Ryan
Senior Consultant, Employee/Labour Relations & Dispute Resolution