

TENTATIVELY AGREED
ARTICLE XX – DEFINITIONS

The Parties tentatively agree to include the following Article in a collective agreement. It is understood that final agreement is subject to ratification of the Parties' respective principals following tentative agreement on all matters. Article numbering, including any Article cross-referencing, is subject to change following agreement on all matters. The Parties reserve the right to amend or withdraw any proposal herein prior to reaching a complete tentative agreement with CUPE, or to correct an error or omission.

“Bargaining Unit” means the Bargaining Unit described in Article XX (Scope).

“Bargaining Unit Member” or **“Employee”** means a person employed by the Employer who holds an appointment in the Bargaining Unit.

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

“Collective Agreement” means the Collective Agreement between McMaster University and The Canadian Union of Public Employees, Local 3906 in respect of the Bargaining Unit for all employees of McMaster University, in the province of Ontario, employed in Residence Life save and except Residence Life Area Coordinators, persons above the rank of Residence Life Area Coordinator, and persons currently represented by an existing Trade Union.

“day” means a calendar day unless otherwise specified.

“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 Associate Vice-President and Chief Human Resources Officer to represent the Employer in any communications and/or meetings convened pursuant to this Collective Agreement.

“Full-time Student” is a student at McMaster University who is considered full-time in accordance with the regulations and definitions of the Office of the Registrar or School of Graduate Studies, as applicable, inclusive of students on a co-op or internship.

“Grievance Procedure” refers to the process set out in Article XX (Grievance Procedure) for addressing complaints or differences between the Parties arising from the interpretation, application, administration, or alleged contravention of this Collective Agreement.

“Live-In Positions” refers to Community Advisor (CA) and Graduate Community Leader (GCL) positions, including Senior Community Advisor (SCA) assignments provided to CAs.

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

“Residence Holiday Closure Period” is normally defined as: an annual period of closure beginning the day after the University’s final examination period ends in December, and ending on the second day before classes resume in January.

“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.

“Supervisor” is defined as the member of the Residence Life Management Team who is the immediate supervisor in the employment relationship.

“The Parties” means McMaster University and the Local or the Union as indicated by context.

“Union” means the Local in its capacity as the representative of Unit 4.

“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.

For the Union:

Mitchell Lupa President, CUPE Local 3906	Date
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Caleb Smolenaars Lead Steward, CUPE Local 3906	Date
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For the University:

Maggie Pooran Date
Lead Spokesperson, Executive Director, Health, Safety, Wellbeing & Labour Relations

Chris Eley Date
Acting Director, Housing & Conference Services & Chair, University Bargaining Team