

TENTATIVELY AGREED
ARTICLE XX – HEALTH AND SAFETY

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.

-
- XX.01** The Employer and the Union recognize the right of Employees to work in a healthy and safe environment. Both Parties acknowledge their duties and responsibilities under the *Occupational Health and Safety Act (OHSA)* and its regulations.
- XX.02** McMaster University's Workplace & Environmental Health and Safety Policy currently reads: McMaster University is committed to providing and maintaining healthy, physically and psychologically safe working and learning environments for all workers, students, volunteers and visitors. This is achieved by observing best practices which meet or exceed the standards to comply with legislative requirements as contained in the Ontario *Occupational Health and Safety Act (OHSA)*, *Environmental Protection Act*, *Nuclear Safety and Control Act* and other statutes, their regulations, and the policies, programs and procedures established by the University. To support this commitment both McMaster University and its workers, as defined by *OHSA*, are responsible jointly to implement and maintain an Internal Responsibility System directed at promoting health and safety, preventing incidents involving occupational injuries and illnesses or adverse effects upon the natural environment. To this end:
- (a) The Employer and Supervisors shall take every precaution reasonable in the circumstances for the protection of workers, including, but not limited to:
 - i. Inform Employees of health and safety procedures specific to the workplace.
 - ii. Require Employees to follow these procedures.
 - iii. Ensure Employees use required protective gear.
 - iv. Advise Employees of known hazards related to their duties within the workplace.
 - (b) Occupational Health and Safety training for Employees will be determined by the Employer or as required under the *OHSA*. Any changes made to Occupational Health and Safety training requirements will be communicated through the Central Joint Health & Safety Committee. Time spent in such training will be accounted for in accordance with Schedule "A" (Wage Grid).

- (c) While the Employer is ultimately responsible for health and safety, Employees will exercise due diligence to ensure students or others under their care are informed of any known hazards and the requirement to follow safety procedures, including using protective gear.
- (d) Employees must comply with Employer policies and procedures regarding health and safety and perform their work in accordance with Section 28 of the *OHSA*, "Duties of Workers."
- (e) Employees have the right to refuse unsafe work in accordance with the *OHSA*.

XX.03 Central Joint Health and Safety Committee (CJHSC)

- (a) The Employer shall maintain a Central Joint Health and Safety Committee (CJHSC) to address health and safety matters. The terms of reference of the CJHSC will be determined by consensus of the Committee.
- (b) CUPE Local 3906 may appoint two (2) worker members to the CJHSC, provided that they each hold an active appointment that is represented by CUPE Local 3906 and that one (1) such appointment is included in Unit 3.
- (c) The CJHSC shall:
 - i. Make recommendations to improve health and safety of workers, which the Employer shall consider.
 - ii. Address workplace health and safety matters raised by committee members or referred by a Joint Health and Safety Committee (JHSC) or health and safety representative.
 - iii. Recommend programs to prevent workplace hazards and educate Employees on health and safety.
 - iv. Identify a designated worker representative from the local JHSC to participate in investigations and inspections as outlined in the University's Reporting & Investigating Injury/Incident/Occupational Disease Program and in accordance with the *OHSA*.
 - v. Recommend the provision of personal protective equipment, clothing, devices, or materials.
 - vi. Cooperate with Ministry of Labour, Immigration, Training and Skills Development inspectors.
 - vii. Monitor data on work accidents, injuries, and health hazards.
 - viii. Recommend considerations relating to changes that might affect occupational health and safety, including work processes and procedures.
- (d) The CJHSC may request information from the Employer it considers necessary to identify existing or potential workplace hazards with respect to materials, processes, equipment, or activities in any of the Employer's workplaces.

- (e) The CJHSC shall have access to information related to workplace health and safety, including reports on workplace hazards in accordance with obligations under the *OHSA*.
- (f) The CJHSC shall meet at least every three (3) months during regular business hours unless otherwise set out in the terms of reference or decided by consensus of the committee. Additional meetings may be held as required.
- (g) The CJHSC shall have at least the same number of worker members as management members at the meetings.
- (h) In the event that a CUPE 3906 member of the CJHSC is not able to attend a CJHSC meeting, the Union may substitute the HCS JHSC representative as a Designate, with advance notice to the Executive Director, Health, Safety, Well-being & Labour Relations.
- (i) The CJHSC Co-Chairs may, on joint agreement, invite or permit advisors to attend the CJHSC meetings with voice but no vote, as determined by the meeting agenda.
- (j) The Employer shall ensure minutes are recorded at all CJHSC meetings and access to them is provided to all CJHSC members.

XX.04 Local Joint Health and Safety Committee (JHSC)

- (a) The Employer shall maintain a local Joint Health and Safety Committee (JHSC) for Housing and Conference Services (the HCS JHSC).
- (b) The HCS JHSC shall be constituted in accordance with the CJHSC. The number and scope of all JHSC committees shall be reviewed annually by the CJHSC and listed on the Human Resources website, with updates made as necessary.
- (c) The HCS JHSC shall meet every three (3) months during regular business hours unless otherwise decided by consensus. Additional meetings may be held as required.
- (d) The Employer shall ensure minutes are recorded at all JHSC meetings and access to them is provided to the committee members and the CJHSC.
- (e) Any unresolved items after two (2) JHSC meetings or six (6) months, whichever is shorter, shall be referred to the CJHSC for final review and recommendation.

XX.05 Local Joint Health and Safety Committee Representation

- (a) Subject to the *OHSA*, CUPE Local 3906 may appoint one (1) worker member from the Bargaining Unit to the HCS JHSC. Employees shall exercise their rights under the *OHSA* through this committee.

- (b) The introduction and placement of the selected worker representative onto the HCS JHSC will be facilitated by Human Resources. The Union will notify the Executive Director, Health, Safety, Well-being & Labour Relations in writing of the CUPE representative.
- (c) Employees who are worker representatives on the HCS JHSC or the CJHSC must request leave from their Supervisor to carry out those duties as set out in the *OHS*A, including one (1) hour of preparation time or time as determined by the committee, attendance at the committee meetings, scheduled inspections, and required certification training (Part I and Part II). An Employee will not experience a loss of pay or benefits for fulfilling such required duties.

If such duties are scheduled to occur during an Employee's non-working hours, the Employee will be deemed to be at work and will be compensated at their appropriate hourly rate for time spent by the Employee carrying out their worker representative duties. The Employee will be required to complete a payroll process to establish and submit the time.

XX.06 Reporting Hazards

- (a) Employees must report workplace hazards to their immediate Supervisor or their Designate, as per the *OHS*A.
- (b) Employees must complete an online "Injury/Incident Report" form with their Supervisor within twenty-four (24) hours of a workplace injury/incident. A summary of all such forms will be reported to the Central JHSC.
- (c) The Employer shall notify CUPE of the submission of any injury/incident reports in which an Employee identifies their Employee group as CUPE.

XX.07 Education and Training

- (a) If an Employee is appointed as a certified member of a JHSC, the Employer will pay for the cost of certification training as required by the *OHS*A and will provide access to such training as soon as possible, subject to the operational needs and reasonable scheduling requirements of the Employer.
- (b) No Employee shall be required or permitted to work on any job or operate any piece of equipment as part of their work duties until they have received proper education, training, and instruction.
- (c) The Employer will ensure that all Employees are provided training in accordance with requirements outlined in the University's Health and Safety Training Program, and training matrices based on a program reviewed by the CJHSC.

XX.08 Disclosure of Information

- (a) The Employer shall disclose information in accordance with the *OHS*A and related University policies and programs.

- (b) The Employer will provide information regarding hazardous substances in accordance with the Hazardous Materials provisions of the Hazardous Materials Management Program.
- (c) The Employer will identify potential hazards and necessary protective measures for each job. The Employer will provide Job Hazard Analysis information to each Employee at the time of appointment.

XX.09 Ergonomics

Training and administration of ergonomic concerns will be in accordance with McMaster University's Ergonomics Safety Program.

XX.10 Safety Equipment

Employees will not be required to purchase their own protective equipment and clothing. The Employer will provide and maintain protective equipment and clothing as required by the *OHSA* and cover the cost of required cleaning.

XX.11 First Aid Equipment and Response

- (a) The Employer shall provide appropriately stocked and easily accessible First Aid kits in the workplace.
- (b) The Employer will ensure the availability of First Aid/CPR trained personnel in the workplace, as required by Regulation 1101 of the *Workplace Safety and Insurance Act*.
- (c) The Employer will provide access to First Aid/CPR and (re)certification training at no cost to Employees. If an Employee chooses to attend such training it will be during non-working hours.

XX.12 Immunizations

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

XX.13 Accident and Incident Investigations

An accident, injury, critical injury, or hazardous situation will be investigated in accordance with the Reporting & Investigating Injury/Incident/Occupational Disease Program.

XX.14 Right to Accompany Ministry of Labour, Immigration, Training and Skills Development Inspectors

- (a) The Employer shall notify the Central Joint Health & Safety Committee Co-Chairs as soon as practicable when an Inspector from the Ministry of Labour, Immigration, Training and Skills Development (MOL) is to visit the Employer's premises on a matter relating to health and safety.

- (b) An appropriate worker representative of the CJHSC or a local JHSC will be invited to accompany an MOL Inspector on an inspection tour. If the incident is related to a CUPE Local 3906 member, the CUPE Local 3906 Health & Safety Officer, or Designate, will be invited and may request to speak with the Inspector privately.

XX.15 No Employee will be discharged, penalized, or disciplined for acting in compliance with this Article or with the *OHSA* and/or its regulations.

For the Union:

Mitchell Lupa
President, CUPE Local 3906

Date

Caleb Smolenaars
Lead Steward, CUPE Local 3906

Date

For the University:

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

Date

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

Date