

TENTATIVELY AGREED
ARTICLE XX – JOB POSTINGS & APPOINTMENTS

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 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.
- (b) The Employer and the Union are committed to addressing employment equity issues in keeping with the University's Employment Equity Policy and recognize the need to discuss issues of mutual concern, in an attempt to find a resolution.

XX.02 Overview

- (a) The number and nature of positions required will be determined by the University.
- (b) The University is not obligated to fill a vacancy that may arise. If the University chooses to fill a vacancy, it may select a candidate from applications previously received.

XX.03 Job Posting Process

- (a) All vacancies, when posted, will be posted electronically on the McMaster HR Careers website for no less than:
 - i. in the case of vacancies that are posted requiring a future start date, ten (10) Business Days; and
 - ii. in the case of vacancies that are posted requiring an imminent start date, two (2) Business Days. The Union will be notified of such vacancies when posted.
- (b) Postings will include the following information:
 - i. the job title;
 - ii. a brief description of the tasks;
 - iii. the requirements;

- iv. an approximate number of working hours per week;
- v. the expected compensation;
- vi. the posting date and the posting expiration date; and
- vii. the anticipated start and end dates of the contract.

XX.04 Eligibility for Employment

(a) Recognizing the special nature of the roles in the residence community, the Parties acknowledge that eligibility for employment is subject to meeting and maintaining the following requirements:

- i. be enrolled as a Full-Time Student at McMaster University (if during a term an Employee reduces their courseload to part-time status, they can remain in their position as long as they return to full-time status the following term);
- ii. have completed all mandatory documents and certifications; and
- iii. have completed a satisfactory criminal background check, to be assessed by the Employer in accordance with the *Ontario Human Rights Code*.

(b) For Live-In Positions:

- i. For Community Advisors, have an academic performance (CGPA) of no less than 5; and
- ii. have applied to obtain housing in residence, have been approved for housing, and live in residence as assigned.

(c) Continued employment is conditional upon the Employee maintaining all eligibility requirements as outlined. If the Employee no longer meets these requirements, this may result in the termination of employment. In such circumstances, the Employee will receive only the minimum notice of termination, termination pay, and/or severance pay (if applicable) and other entitlements minimally required as required under the *Ontario Employment Standards Act, 2000*, as amended, unless the Employee would not be entitled to receive any such notice, payments or entitlements.

XX.05 Application Process

(a) Applicants are required to submit their application as instructed on the job posting.

(b) Each year, Employees must apply if they wish to be considered for re-hire to a position.

XX.06 Selection Process

- (a) The Employer will base its selection of the successful applicant to fill a posted vacancy on the applicants' eligibility for employment and overall qualifications, skills, lived experience, ability and relevant experience for the position.
- (b) Employees who apply for re-hire will be considered before new applicants.
 - i. In order to be considered for re-hire, Employees must continue to meet the eligibility criteria outlined in Article XX.04 [Eligibility for Employment].
 - ii. An Employee who applies for re-hire and who has received a positive recommendation from their Supervisor based on work performance will not be required to engage in an interview as part of the selection process.
- (c) If the selection is to be made from two or more applicants who are eligible for employment and who are considered by the Employer to be relatively equal as it relates to the selection criteria, the Employee with the greater seniority shall be selected.

XX.07 Offer and Acceptance Process

- (a) The Employer will provide an employment contract to successful applicants before the beginning of the appointment.
- (b) The Employer will include the following in each Employee's employment contract:
 - i. The fact that the appointment is included in the Bargaining Unit
 - ii. A link to the Union's contact information
 - iii. A link to the Collective Agreement
 - iv. A link to the location of CUPE Local 3906 bulletin boards in their area of employment
- (c) To accept the offer of employment, the successful applicant must sign and return the employment contract within the following timeline:
 - i. in the case of offers made requiring a future start date, five (5) Business Days; and
 - ii. in the case of offers made with an imminent start date, two (2) Business Days.
- (d) All Employees, including those who are re-hired, will complete mandatory training each year.
- (e) For Community Advisors, the Employer will specify the employment building location no less than thirty (30) days prior to the Employee's standard move-in

date. Work location is subject to change based on operational needs. The Employer will make reasonable efforts to avoid assigning Community Advisors to reside with a first year undergraduate student. For Community Advisors with an imminent start date, the Employer will specify the employment building location prior to the first day of work.

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 Lead Spokesperson, Executive Director, Health, Safety, Wellbeing & Labour Relations	Date
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Chris Eley Acting Director, Housing & Conference Services & Chair, University Bargaining Team	Date
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