



U4 Tentative Agreement Summary

Bargaining overview

- Residence Life workers joined CUPE 3906 in April 2024 and became a “bargaining unit” known as CUPE Local 3906, Unit 4.
- A bargaining unit consists of a group of closely related workers who work for the same employer
- The Unit 4 bargaining unit represents “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.”
- Unit 4 consists of close to 200 members, virtually all of whom are undergraduate students, and the vast majority are Community Advisors
- Shortly after joining CUPE 3906, we began to prepare to bargain a first Collective Agreement
- A Collective Agreement is a legally binding employment contract covering a group of workers between their union and the employer they work for
- Your elected Bargaining Team gave notice to bargain on April 25, 2024 (as soon as the OLRB certificate was approved), and met with the Employer on the following dates:
 - **2025:** Feb 18, Feb 20, March 6, March 18, April 16, May 1, May 5, June 10, July 10, July 29, Sept 24, Sept 25, Oct 23, Oct 24, Oct 30, Nov 10, Nov 19
 - **2026:** Jan 19, Feb 2, Feb 3, Feb 4, and Feb 13, 2026
- In the fall of 2025, CUPE 3906 filed for conciliation, a process that involves a government-appointed neutral mediator helping the parties reach an agreement
- The parties met with a conciliation officer on Nov 19th, 2025 and Feb 4th, 2026
- A tentative agreement was secured on February 13th
- A ratification meeting was held on Thursday, February 19th, 2026 at 1:00PM
- Members now have the opportunity to vote to ratify the tentative agreement

Elected Bargaining Team Members: Caleb S. (chair), Elissa C., Simran D., Anna P., Muskaan K., and Vanessa L.

Local President: Mitch L.

Local Staff: Brad W., Fran B., and Mary Ellen C.

CUPE National Rep: Diana Z.

Special thanks to: Greg Z., Annie Z., Kusum B., Rand C., Dams B., and Mason F.; as well as Leslie S., Nancy M., and Sean T. from CUPE National

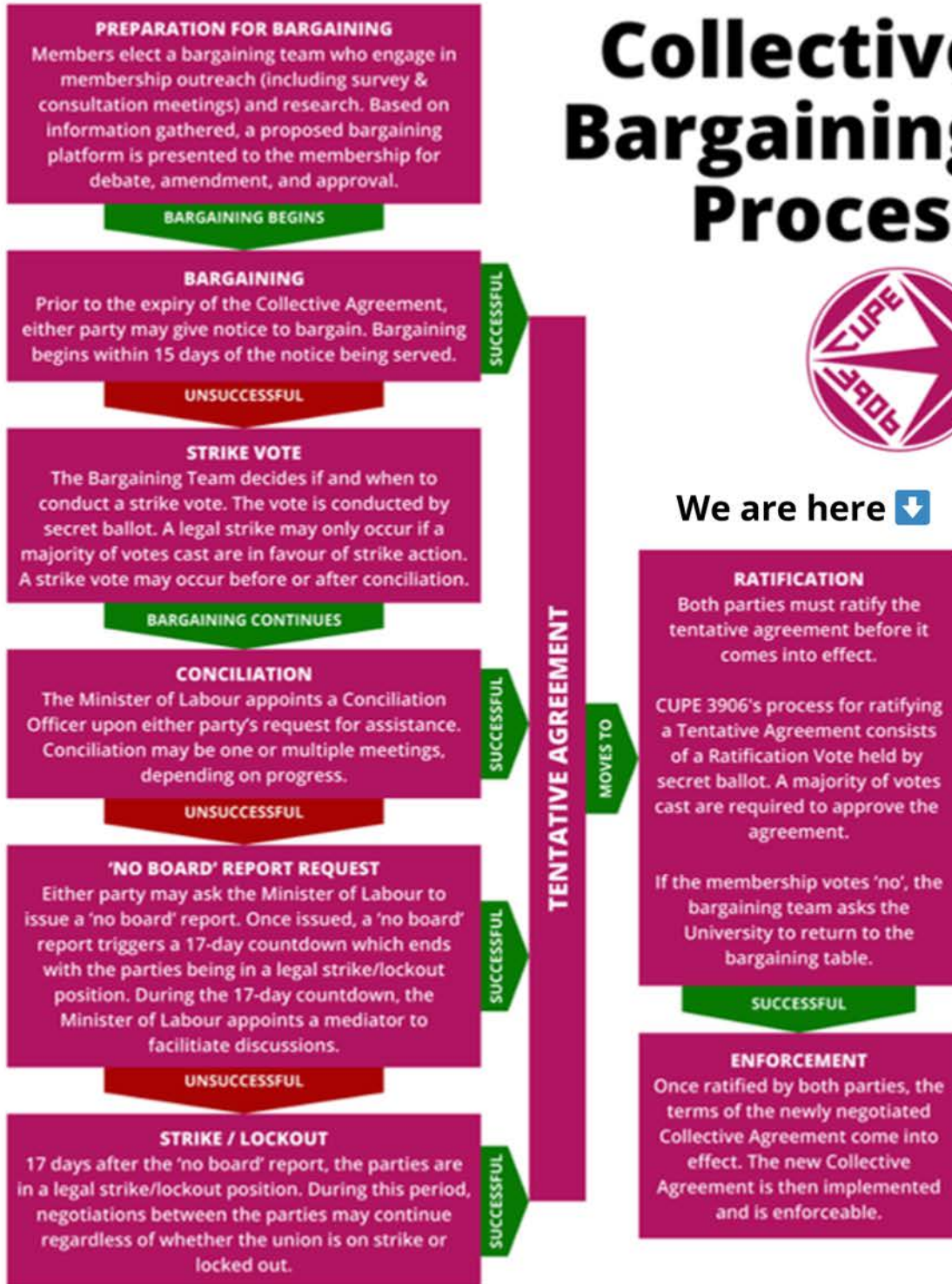


U4 Tentative Agreement Summary

Collective Bargaining Process



We are here ↓



Adapted from CUPE 3902's Collective Bargaining Process poster / 2024



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Bargaining priorities

- In August 2024, Unit 4 Members ratified bargaining priority areas including:
 - Compensation:
 - Wages
 - Benefits: Supplemental mental health care and vision
 - CAs: meal plan, wages (in addition to housing), paid in-person training
 - Working Conditions:
 - Defined hours of work
 - Defined job duties/expectations
 - Transparency in hiring and assignments/assigned duties
 - Health and Safety
 - Mould
 - Water quality
 - Proper voice through Health and Safety committees
 - Clear protections against discrimination, harassment, sexual violence and workplace violence

The next several pages of this document are a SUMMARY of the tentatively agreed to collective agreement.

Please note that the full Tentative Collective Agreement is an extensive legal document and this summary is only meant to be a starting point for your review.

To view the full tentative agreement, please visit this link:

<https://cupe3906.org/unit-4-tentative-cba/>



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Benefits

- For the purpose of CUPE administered and sponsored Benefit Plan(s), which may include reproductive health and gender affirmation care, the Employer will remit to CUPE Local 3906 the following amounts, payable on the dates noted:
 - May 1, 2027: \$10,000
 - May 1, 2028: \$20,000
 - Individual entitlement to be determined by benefits committee
- ResLife workers also have no cost access to McMaster's Employee Family Assistance Program (EFAP)

Community Advisor Standardizes Room Rate

- Community Advisors will pay a Community Advisor Standardized Room Rate fee for their residence room, which will be no greater than the single standard room rate in Residence Life
- The Community Advisor Standardized Room Rate is set for administrative purposes only and is equal to the Community Advisor Stipend in Schedule "B" of the Collective Agreement
 - **The end result continues to be a room at no direct cost**
- Paid and collected over the first twenty regular pay dates between August 1 and April 30
 - "Money in, money out"
- **Community Advisors are not required to purchase a University Meal Plan**



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Schedule B - Community Advsiors Stipends

- Outlines the compensation rates for CAs

	Stipend Amounts Effective:		
	May 1, 2026	May 1, 2027	May 1, 2028
Community Advisor Stipend	Part A: \$8,096	Part A: \$8,339	Part A: \$8,590
	Part B: \$2,412	Part B: \$2,484	Part B: \$2,559
	Total: \$10,508	Total: \$10,824	Total: \$11,148
Additional Stipend for Senior Community Advisor assignment	\$6,473	\$6,667	\$6,867
Additional Stipend for Residence Holiday Closure Period assignment	\$787	\$811	\$835



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Schedule A - Wage Grid

- Outlines the wage rates for hourly paid positions

Classification Level	Job Title	Effective:		
		May 1, 2026	May 1, 2027	May 1, 2028
1	Guest Registration Assistant	\$18.28	\$18.83	\$19.39
2	Residence Orientation Assistant	\$20.26	\$20.87	\$21.50
	Graduate Community Leader			
	Community Advisor	Stipend per Schedule B	Stipend per Schedule B	Stipend per Schedule B
3	Project Assistant	\$22.33	\$23.00	\$23.69
	Residence Orientation Planner			



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Compensation

- The job classifications and wage rates are as set out in Schedule “A” (Wage Grid) and Schedule “B” (Community Advisor Stipends)
- Establishes bi-weekly pay schedule
- Employees will be provided electronic access to an itemized statement of earnings and deductions
- The Employer will account for a pay shortage or overage of up to \$50 on the next pay deposit. Any shortage above this amount shall be accounted for in the interim pay period

Letter of Understanding: One-Time Lump Sum Payment

- “With the exception of Community Advisors and Senior Community Advisors, all Employees in the bargaining unit who are actively employed as of February 13, 2026, and who remain actively employed as of April 11, 2026, will receive a one-time lump sum payment in the amount of \$250.00, less applicable payroll and statutory deductions. Any such Employee whose employment ends after February 13, 2026, and before April 11, 2026, will receive one-half (1/2) the amount.”
- “This payment will be made to the Employee’s bank account on file on the University’s regular payroll deposit date of April 17, 2026.



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Letter of Understanding: Transition of Compensation Structure for Community Advisors

- “The current compensation structure will remain in place until April 30, 2026. For clarity, during this period no stipend will be paid and no fees for Community Advisor Standardized Room Rate will be collected. Employees assigned as Senior Community Advisors will continue to be paid at their current hourly rate until April 30, 2026.”
- “Each Community Advisor who is actively employed as of February 13, 2026, and who remains actively employed as of April 11, 2026, will receive a one-time lump sum payment in the amount of \$1206.00, subject to normal statutory deductions and remittances, on the April 17, 2026, regular pay date. Any such Employee whose employment ends after February 13, 2026, and before April 11, 2026, will receive one-half (1/2) the amount.”
- “Each Community Advisor who has been assigned additional duties as a Senior Community Advisor and who is actively employed as of February 13, 2026, and who remains actively employed as of April 11, 2026, will receive an additional one-time lump sum payment in the amount of \$250.00, subject to normal statutory deductions and remittances, on the April 17, 2026, regular pay date. Senior Community Advisors will stop receiving an hourly pay rate on April 30, 2026. Any such Employee whose employment ends after February 13, 2026, and before April 11, 2026, will receive one-half (1/2) the amount.”

Definitions

- Defines terms used throughout, such as Employer, Union, Business Day, etc.
- “Live-In Positions” refers to Community Advisor (CA) and Graduate Community Leader (GCL) positions, including Senior Community Advisor (SCA) assignments provided to CAs
- “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.



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Employee Information

- Establishes a process for collecting and maintaining confidential employee records

Grievance Procedure

- Grievance: “any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement”
- Step 1: Director, Housing and Conference Services and the Associate Director, Employee/Labour Relations & Dispute Resolution
- Step 2: Vice-President, Operations and Finance and the Executive Director, Health, Safety, Well-being & Labour Relations
- Step 3: Arbitration
- Similar approach for group and policy grievances

Health & Safety

- Confirms the right of Employees to work in a healthy and safe environment
- Ensure that the Employer and Supervisors shall take every precaution reasonable in the circumstances for the protection of workers
- Ensures ResLife representation on Housing and Conference Services JHSC and additional CUPE representation on CJHSC
- Ensures health and safety information is disclosed, safety equipment is provided, first aid equipment available

Hours of Work

- This Article outlines general expectations with respect to each position's duties. It provides a process for scheduling and assigning work (including on holidays and during the winter university closure period), addressing overtime, and secures break times and provides additional consideration for GRAs with respect to late-night end-of-shift safety concerns

Information

- Ensures that CUPE 3906 is provided timely membership information
- Establishes CUPE 3906 bulletin boards outside each Resource Room in residence buildings



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Job Postings and Appointments

- This Article establishes processes for posting and hiring jobs in the bargaining unit. It provides general timelines for when positions are posted and hired, what information must be included on job postings, how to apply for positions, job eligibility criteria considerations (such as student status, qualifications, etc.), interview processes (including "streamlined" consideration for returning employees), and an affirmation of employment equity.

Joint Labour Management Committee

- Establishes a Joint Labour Management Committee to “foster open communication, address mutual concerns, and enhance the working relationship between the University and CUPE Local 3906, Unit 4”
- Three representatives from the Parties will meet no less than once in the Fall term, once in the Winter term, and once in the Spring/Summer term

Leaves of Absence

- Secures access to a variety of paid and unpaid leaves, all of which are job-protected, including:
 - Sick leave (3 days unpaid, ability to swap shifts);
 - Bereavement leave (7 days without loss of pay);
 - Pregnancy and parental leave (17 week and 19 weeks at 90% of wages, minus any EI payments);
 - Domestic, Intimate Partner, and Sexual Violence Leave (5 days paid under legislation plus an additional 5 days)

Legal Liability

- “In the event that an Employee is named for damages or other civil suit arising from their employment duties, the Employee may be covered by the University’s liability insurance, subject to the determination of the University and/or 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.”



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Management Rights

- It is worth noting that every Collective Agreement contains such a clause. Without a Union, the only real rights are management rights
- Your new Collective Agreement will help to curtail management's unilateral right to do or not do certain things
- This clause establishes powers of employer, subject to the provisions of the Collective Agreement
- This includes maintain order, discipline, and efficiency; plan, direct and control operations; hire, appoint, re-appoint, not appoint, assign, transfer

No Discrimination, Harassment, or Violence

- This Article defines harassment, discrimination, sexual violence, and workplace violence, and affirms both members' rights and the Employer's responsibilities with respect to providing a working environment free from discrimination, harassment, and violence
- Outlines the processes and procedures available to Unit 4 members in the event that members experience harassment, discrimination, and/or violence in the workplace (including online)

No Strike or Lockout

- Every agreement in the province contains such as clause and/or falls to the Labour Relations Act, which prohibits strikes or lockouts during the length of a Collective Agreement
- "There shall be no strike or lockout during the term of this Collective Agreement."
- If another Union is on strike, members of CUPE 3906, Unit 4 will not be required to perform work normally performed by such person. The Employer will ensure that all Supervisors are informed that members of the Bargaining Unit should not be requested to do such work.



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Performance Evaluations

- Establishes performance evaluation as the subject of regular discussions between the Employee and their immediate Supervisor
- During an Employee's assignment, a performance evaluation is completed by their immediate Supervisor and an electronic copy is provided to the Employee
- Ensures that Bargaining Unit Members shall not be required or permitted to complete performance evaluations for other Bargaining Unit Members

Probationary Period

- Establishes a probationary period as a period of time for the Supervisor to adequately evaluate the Employee's skills, qualifications, performance, and suitability for the appointment
- An Employee will be on probation for the first three (3) months of active employment
- Employees who have successfully completed a probationary period and who have been re-hired will not serve another probationary period

Public Holidays and Public Holiday Pay

- If an Employee is required to work on a public holiday, they will receive:
 - Pay for the hours worked on that day at 1½ times their regular hourly rate; and
 - Public holiday pay, if applicable, in accordance with the Employment Standards Act.
- Does not apply to CAs (holiday pay is included in their regular pay)
- The Employer will ask for an expression of interest from those who wish to work and will assign work as needed to meet operational needs based on seniority.
- In instances where there is insufficient expression of interest, work will be assigned on a rotational basis.



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Recognition

- Outlines who is, and who is not, in the bargaining unit
- Same as the certificate provided by the Labour Relations Board
- “The University recognizes the Union as the sole and exclusive bargaining agent 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.”

Resources

- Employees will be reimbursed for expenses incurred as a result of the performance of their duties, when such expenses are approved in advance by their immediate Supervisor.
- Community Advisors are pre-approved to purchase up to \$50.00 worth of materials in August, for the purpose of supporting community preparation.

Scope and Purpose

- The Scope and Purpose of this Collective Agreement are to maintain an orderly employment relationship between Parties; to provide machinery for the prompt and equitable resolution of employment grievances and disputes; to promote co-operation and understanding between the Employer and members of the Bargaining Unit; and to recognize the mutual value of joint discussions and negotiations in matters pertaining to the improvement of working conditions, scale of wages, and other employment matters.
- Ensures that the agreement is administered in good faith and in a fair and reasonable manner.

Seniority

- Seniority is defined by the first day of work, including training, within the Bargaining Unit
- Tiebreaker: In the event a decision is to be made based on seniority in accordance with this Collective Agreement, if two or more Employees have the same seniority, the Employee with the earlier birthdate will be deemed the most senior
- Provides the Union with access to a seniority list twice per year



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Term

- This Collective Agreement shall be effective from the date the parties exchange notice of ratification and shall continue in effect up to and including August 31, 2029.

Uniform

- Each Employee will be provided the following uniform items at no cost to them:
 - One (1) ID tag;
 - Community Advisors shall be issued one (1) coverage vest to be worn during coverage shifts, which are required to be returned at the conclusion of their appointment;
 - GRAs shall be issued two (2) guest registration shirts.

Union Representation

- Ensures the right of the Union to appoint a Lead Steward and up to six (6) Stewards to represent all roles within the Bargaining Unit
- Ensures a Union bargaining team that includes up to five (5) Bargaining Unit Members who are Employees, in the capacity of Union bargaining representatives, and up to five (5) individuals who are members of the CUPE Local 3906 Executive or who are staff of CUPE
- Annually, at a time when new appointments typically begin for each job classification, a Union Representative will be invited to attend the end of a training event to provide a 20-minute overview of the role of the Union for Employees in the Bargaining Unit. These overview opportunities will be scheduled at least a week in advance.

Union Security

- Facilitates the deduction and remittance of Union dues
- This type of language is contained in virtually every collective agreement in Ontario

Vacation

- All Employees shall be entitled to vacation time and vacation pay in accordance with the *Employment Standards Act, 2000*.
- Except for Community Advisors, Employees shall receive vacation pay as a percentage of earnings paid with each pay.
- Community Advisor Stipends are inclusive of statutory vacation pay.



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Workplace Accommodation

- Establishes a process for when workers need an accommodation (often medical, but not limited to medical) and ensures union representation in developing that accommodation
- Also establishes a return-to-work process for when coming back from injury and ensures union representation in developing the return-to-work protocol
- Language ensures that you do not need to provide diagnosis to Employer for much of this process

Workplace Investigations, Counselling, Discipline, and Discharge

- Outlines an agreed to process for any alleged disciplinary item
- The Employer accepts and will adhere to the principles of progressive discipline, with the aim of being corrective. Where appropriate, discipline will be preceded by coaching. Progressive discipline will typically involve:
 - A verbal warning first,
 - Followed by a written warning,
 - Followed by suspension prior to discharge.

Letter of Understanding - Policies Affecting Terms and Conditions of Employment

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



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Letter of Understanding - Room Inspections, 10 Bay Open House, and Move Out

- The Parties recognize that Room Inspections are completed by non-bargaining unit persons and at times Bargaining Unit Members are assigned along with those persons to assist. If Room Inspections are assigned to be completed by Bargaining Unit Members, it will be to Guest Registration Assistants and Project Assistants, in accordance with Hours of Work provisions.
- If work relating to 10 Bay Open House is assigned to Bargaining Unit Members, it will be to Graduate Community Leaders and Project Assistants, in accordance with Hours of Work provisions.
- If work relating to Move Out is assigned to Bargaining Unit Members, it will be to Guest Registration Assistants and Project Assistants, in accordance with Hours of Work provisions.

Letter of Understanding - CA Handbook

- Within two (2) months following ratification of the Collective Agreement the Employer will review the CA Handbook. The Employer will notify the Union of any changes, prior to sharing with Employees.

Letter of Understanding - Coverage Shifts for Community Advisors

- "Weekday shifts will be defined as shifts that begin on Sundays to Wednesdays"
- "Weekend shifts will be defined as shifts that begin on Thursdays to Saturdays"
- "Peak days are defined as shifts that occur on or around the following days: Halloween, St. Patrick's Day, Homecoming, Light up the Night, Move-In, and Welcome Week"
- "Weekday Coverage Shifts normally require two (2) sweeps"
- "Weekend Coverage Shifts normally require three (3) sweeps"
- "Peak day Coverage Shifts normally require three (3) sweeps"

Letter of Understanding - Employment Equity Statement

- Reaffirms the Employer's existing Employment Equity Statement as of the date of ratification



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Letter of Commitment - Maintenance and Work Orders

- “The Residence Life team understands and acknowledges the importance of privacy for Community Advisors and all members of the residence community. We appreciate CUPE raising this interest as it relates to maintenance and repair work orders and are committed to ongoing continuous improvement including in areas of notification and support regarding work that is requested, planned and being executed. We will consult further with CUPE and members of the broader residence community before the end of April 2026 and will provide you with an update before the beginning of the Fall 2026 term.”

Letter of Commitment - Pay Equity

- The Employer and the Union mutually agree to continue discussions regarding pay equity for CUPE Local 3906, Unit 4, in good faith.
- The Parties agree that a meeting to continue these discussions will be scheduled within sixty (60) days of the date of the Parties exchanging notice of ratification of the tentative agreement.
- This Letter of Understanding is a written understanding only and is not intended to form part of the collective agreement. It is intended solely to document the Parties’ mutual commitment to good faith engagement on pay equity matters, while preserving their statutory rights and obligations.

Questions?

Contact staff@cupe3906.org and leadsteward_reslife@cupe3906.org with any questions you may have during the ratification vote and going forwards. We’re happy to help!