

Collective Agreement

between

**McMaster University
(the Employer)**

and

**The
NATIONAL AUTOMOBILE, AEROSPACE TRANSPORTATION
AND GENERAL WORKERS' UNION OF CANADA, CAW-CANADA
and its LOCAL UNION NO. 555**

**Representing Special Constables
(the Union)**

Expiry Date: August 31, 2015

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PURPOSE / PREAMBLE

The general purpose of this Agreement is to establish an orderly collective bargaining relationship between McMaster University and its Employees represented under this Agreement by the Canadian Auto Workers' Local 555, to ensure the timely handling and disposition of complaints and grievances and to set forth an Agreement covering rates of pay and other working conditions.

The parties agree to work together to achieve a climate of mutual respect to promote and enhance a professional working relationship appropriate for the promotion of excellence at McMaster University.

The parties agree to conduct their employment relations involved in the administration of this Agreement in good faith and in a fair and reasonable manner.

ARTICLE 1 – TERM OF AGREEMENT

- 1.01** This Agreement shall be effective from August 22, 2011, and shall continue in effect up to and including August 31, 2015.
- 1.02** This Agreement shall continue automatically thereafter for annual periods of 1 year, unless either party notifies the other in writing, within a period of 120 calendar days immediately prior to the expiration date, that it desires to amend or terminate this Agreement.
- 1.03** If notice to bargain is given by either party, the parties shall meet within 21 days, or as otherwise agreed by the parties, for the purpose of commencing negotiations.

ARTICLE 2 – RECOGNITION

- 2.01** The Employer recognizes the National Automobile, Aerospace, Transportation and General Workers Union of Canada, CAW-Canada and its Local 555 as the sole and exclusive bargaining agent for all Special Constables in the employ of McMaster University at its main campus, save and except sergeants, and persons above the rank of sergeant.

Sergeants and persons above the rank of sergeant will not perform work which is normally performed by members of the bargaining unit so as to be the direct cause of a lay-off of an Employee or failure to recall an Employee, except in cases of:

- (a) training, experimentation or new procedure development;
- (b) operational difficulties;
- (c) qualified Employees not being immediately available;
- (d) being required to fulfill any duties related to their peace officer status.

ARTICLE 3 – DEFINITIONS

- 3.01** In this Agreement, the following terms shall be defined as set out in this article, unless a contrary intention is expressly provided for elsewhere in this Agreement:

“**Agreement**” is the collective agreement between McMaster University and CAW-Canada and its Local 555.

“**Bargaining Unit**” refers to the bargaining unit as defined in Article 2, and includes all Special

Constables in the employ of McMaster University at its main campus, save and except sergeants, and persons above the rank of sergeant.

“CAW-Canada” means the National Automobile, Aerospace, Transportation and General Workers Union of Canada.

“day” means calendar day unless otherwise specifically stipulated.

“Department” means the division, academic unit or work area, as the context may require.

“Designate” is an individual authorized to act on behalf of an officer of the University, or an individual named to represent an Employee, group of Employees or the Union.

“employee” when printed with an initial lower case letter, is an employee of McMaster University who is in the Bargaining Unit, unless expressly stated otherwise, and may be either a Full Time Employee or Part Time Employee as those terms are defined herein.

“Full Time Employee” or “Employee” when printed with an initial upper case letter, is an employee of McMaster University who is in the Bargaining Unit and who normally works an average of 40 hours per week.

“Employer” refers to McMaster University.

“The Parties” shall be deemed to be McMaster University (the University) and CAW Local 555 (the Union, also referred to as the Local or Local Union).

“Part Time Employee” is an employee of McMaster University who is in the Bargaining Unit and who normally works not more than 32 hours per week.

“Pension Plan” shall mean the Contributory Pension Plan for Hourly Employees of McMaster University.

“President” means the President of CAW-Canada Local 555.

“Same Sex Partner” refers to a person of either sex cohabiting with an employee in a conjugal relationship for a continuous period of not less than 1 year.

“Shift” is a continuous tour of duty, normally 8 hours in length inclusive of meal and break periods, during which an Employee is at work.

“Spouse” is defined as a man or a woman married to an employee, or a person of either the opposite sex or the same sex who has been cohabiting with an employee in a conjugal relationship continuously for a period of not less than 1 year.

“Supervisor” is the person who directs an employee’s work or to whom an employee normally reports. This person may also be referred to as “Sergeant”.

“Union Representative” means a person who has been duly authorized to represent the Union through election or appointment in accordance with the CAW-Canada Constitution or Local 555 By-Laws.

“Union Steward” means an employee who has been duly authorized to represent employees in the Bargaining Unit on behalf of CAW-Canada Local 555.

“University” means McMaster University, and its designates, the Board of Governors of McMaster University, or any officers authorized to act on behalf of the Board.

“Wage Rate” refers to an employee’s hourly rate of pay as set out in Appendix F.

3.02 The use of the feminine shall include the masculine unless the context dictates otherwise.

3.03 The use of the singular shall have the corresponding meaning in the plural, and vice versa, unless the context dictates otherwise.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 Management Rights

(a) The Union acknowledges that it is the Employer’s right to manage and operate the business of the Employer in all aspects subject to the terms and conditions of this Agreement and that all rights of the Employer shall be reserved to it. Without limiting the generality of the above, these management functions include, but are not limited to, its right to:

- i. maintain order, discipline and efficiency, including the right to plan, direct and control the workforce and otherwise generally manage the University;
- ii. hire, select, locate, classify, promote, demote, transfer, retire, layoff, or recall employees;
- iii. discharge, suspend or otherwise discipline employees, recognizing that a claim of unjust discipline or discharge by an employee may be the subject of a grievance and dealt with as hereinafter provided;
- iv. transfer or cease any position, department, programme operation or service; and,
- v. establish, enforce and alter from time to time reasonable rules and regulations to be observed by employees.

(b) In the event that it is alleged that the University has exercised any of the foregoing rights contrary to the provisions of this Agreement, the matter may be the subject of a grievance and dealt with as hereinafter provided.

4.02 The Employer agrees that it will not exercise its functions as set out in this Article 4 in a manner inconsistent with the express provisions of this Agreement, and reiterates its commitment to administer the Agreement in good faith and in a fair and reasonable manner.

ARTICLE 5 – UNION REPRESENTATION

5.01 Union Representation

(a) The Union shall provide to the Employer the names of its elected or appointed Union Representatives and Union Stewards including their titles and the areas of jurisdiction. To the extent feasible, the Union will provide the effective dates and terms of appointment.

(b) The Union shall advise the Employer within 10 days of appointment or election or of any subsequent changes. All Union committee members, Union Representatives and Union Stewards will have completed their probationary period with the Employer.

(c) The Employer agrees to recognize up to 2 employees who will be authorized to represent

employees of the Bargaining Unit, of which 1 shall be a Unit Chairperson and 1 shall be a Union Steward.

5.02 Negotiating Committee

- (a) The Employer shall recognize a Union Negotiating Committee that includes up to 2 employees.
- (b) No employee on the Union Negotiating Committee shall suffer any loss of regular pay or benefits for the days of negotiations with the Employer up to and including conciliation.

5.03 Union Release Time

- (a) It is acknowledged by the Parties that the Unit Chairperson and Union Steward have regular duties to perform as employees of the Employer. Therefore, the Unit Chairperson and Union Steward will not leave their duties without first obtaining the permission of their Supervisor, or designate. Requests for Union Release Time, paid or unpaid, shall not be unreasonably withheld.
- (b) The Unit Chairperson and Union Steward will complete the appropriate release form when attending to Union business on work time.

Paid Release Time

- (c) Subject to Article 5.03(a), release time shall be granted to the Unit Chairperson or the Union Steward, with no loss of regular pay or benefits, from regularly scheduled hours, for the following purposes:
 - i. to represent the Union on committees and task forces that are created at the invitation of the Employer;
 - ii. to participate in Labour Management Committee meetings;
 - iii. to represent employees in grievances, including the investigation of a complaint;
 - iv. to attend meetings with the Employer which may include matters of absences due to illness or injury; and,
 - v. to conduct employee orientations in accordance with Article 25.

Regularly Scheduled CAW Local 555 Representative Meetings

- (d) The Unit Chairperson and Union Steward shall be entitled to 1 hour per month, immediately before or after their regularly scheduled lunch period, without loss of pay or benefits, and without the need to obtain permission from their Supervisor for the purpose of attending regularly scheduled CAW Local 555 representative meetings.
- (e) The Unit Chairperson and Union Steward shall provide her Supervisor with at least 2 weeks' notice of each regularly scheduled meeting.
- (f) The time absent due to attendance at the meeting will be made up by the Unit Chairperson and Union Steward within the week in which the meeting is held unless otherwise agreed with her Supervisor.

Unpaid Release Time

- (g) Subject to Article 5.03(a), any release time required by the Unit Chairperson and Union Steward to attend to Union business other than for the purposes outlined in Article 5.03(c) when granted will be without pay or granted with an agreement that the time absent will be worked at a later date.

- (h) Should the Union wish to reimburse the Employer the wages of the Unit Chairperson and Union Steward who is granted unpaid release time, the Union shall provide the Employer written notification. Upon receiving written notification, the Employer shall continue to pay the Unit Chairperson and Union Steward for such release time under this Article.

General Meetings

- (i) All employees shall be entitled to 2 1-hour paid leaves each fiscal year for the purposes of attending General Meetings of the Union.
- (j) The Union shall provide the University with written notification of the dates and times of these meetings at least 30 days in advance, where feasible. An employee who plans to attend shall provide reasonable notice to her Supervisor.

5.04 President of CAW Local 555

- (a) The President of CAW Local 555 shall be entitled to a full-time leave without loss of regular compensation and benefits, to a maximum of regular full-time hours. There shall be no entitlement to any premium or overtime payments while on full-time leave.
- (b) The Union shall reimburse the Employer for 100% of the cost of compensation and benefits for the President of CAW Local 555.
- (c) All service or seniority based entitlements shall continue to apply or accrue during leave, for example: seniority, wage rate increases, vacation, and Union dues.
- (d) The President of CAW Local 555 shall return to her regular position at the end of leave, provided the position had not been declared redundant during the leave. In the event of a redundancy, Article 26 shall apply and the notice period shall commence upon return from leave.
- (e) The Employer may backfill the position formerly held by the President of CAW Local 555 on a temporary basis during leave and fill any vacancy so created on the same temporary basis.
- (f) It is acknowledged that the President of CAW Local 555 may or may not be an employee in the Bargaining Unit. This Article 5.04 shall only apply to the President of CAW Local 555 when she is an employee in the Bargaining Unit. In the event she is an employee of the University but in another bargaining unit, the terms of the applicable collective agreement shall apply with respect to release from her regular position.

5.05 Expert Advisors

- (a) The Employer recognizes that the Union has the right at any time 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.
- (b) Release time for such Union Representatives/Stewards and employees to meet with a duly authorized representative shall be provided in accordance with Article 5.03.

5.06 Agreement Compliance

No employee, other than the President of CAW Local 555, the Unit 4 Chairperson, or their designate(s), will be required or permitted to make any written or verbal agreement that conflicts with the terms of this Agreement. The President of CAW Local 555 shall provide the Director, Employee/Labour Relations with the name(s) of such designate(s).

5.07 Union Membership and Dues

- (a) The Employer will deduct Union dues from the pay of each employee in the Bargaining Unit, in the amount specified in writing by the Union, and shall remit same to the Union as soon as practicable and not later than 14 days following the pay period end date.
- (b) When the amounts specified under Article 5.07(a) are remitted, the Employer will inform the Union in writing of the names of employees from whose pay deductions for Union dues have been made and the amount of dues deducted from each employee's pay.
- (c) The Union shall advise the University in writing at least 30 days in advance of any change in the amount of its Union dues. It is agreed that the rate structure of the dues requested shall not require deductions which are incompatible with the University's payroll system.
- (d) The Union shall indemnify and save the University harmless from any claims or any liability arising from or as a result of the deduction or non-deduction of Union dues.
- (e) Every employee of the Bargaining Unit who is now, or hereafter becomes a member of the Union, shall maintain her membership in the Union.
- (f) Every new employee shall, within 30 days after the commencement of her employment, become a member of the Union. The Employer will inform new employees of this requirement and will deduct and remit to the Union all union dues, assessments and initiation fees, as directed by the Union.

5.08 Union Label

For materials produced in Media Production Services, the customer will be offered the option of having the Union Label affixed where feasible.

5.09 Union Bulletin Boards

The Employer agrees that the Union will install and maintain a reasonable number of bulletin boards on University premises for posting of CAW-Canada and its Local 555's material.

5.10 Union Office Space and Services

- (a) The Employer shall continue to provide CAW Local 555 with office space at least equivalent to the amount and location currently provided at no charge to the Local.
- (b) Prior to any proposed change in location, CAW Local 555 will be provided with at least 6 months notice where feasible.
- (c) The Employer will continue to make available to CAW Local 555 electronic media, duplication, computing and audio visual services, telephone services, purchasing services and mail addressing services at the internal department going rate.
- (d) The Employer will provide CAW Local 555 access to meeting rooms on campus for Union

business through the University's room booking offices, following the normal booking procedures and regulations.

5.11 Social Justice Fund

The Employer agrees to pay into a special fund 2 cents per hour per employee for all compensated hours for the purpose of contributing to the C.A.W. – Social Justice Fund. The Fund is a registered non-profit charity which contributes to Canadian and international non-partisan, non-governmental relief and development organizations. Such monies are to be paid on a quarterly basis into the fund established by its Board of Directors and sent by the Employer to the following address:

**C.A.W. Social Justice Fund
205 Placer Court
Toronto, Ontario. M2H 3H9**

ARTICLE 6 – COMPLAINT/GRIEVANCE AND ARBITRATION PROCEDURE

6.01 It is the mutual desire of the Parties that complaints by employees be addressed as quickly as possible and it is understood that an employee will normally, in good faith, first give her immediate Supervisor or an appropriate University representative an opportunity to address the complaint.

6.02 Union Grievance Committee

(a) The Employer shall recognize a Union Grievance Committee which consists of:

- i.** the President of CAW Local 555 or designate;
- ii.** the Unit 4 Chairperson; and
- iii.** the Union Steward who is representing the grievor(s).

(b) Recognizing that members of the Grievance Committee have regular duties to perform as employees, Union Grievance Committee members will be given time off work to fulfill their responsibilities under this Article 6, including the investigation of a complaint. Before absenting themselves from their place of work, they must first obtain permission from their immediate Supervisor. Such permission will not be unreasonably withheld.

(c) Union Grievance Committee members shall experience no loss of earnings from regularly scheduled hours for time spent hereunder.

6.03 Grievance Definition

A grievance is defined as any difference arising out of the interpretation, application, administration or alleged violation of the provisions of this Agreement. Any reference in any Article to the right to grieve by an employee or by the Union is solely for the purpose of emphasis.

6.04 Types of Grievances

(a) Individual Grievance – a grievance alleging a violation of this Agreement affecting one employee.

(b) Group Grievance – a grievance alleging a violation of this Agreement affecting more than one employee. Such grievances shall be initiated within 30 calendar days of the circumstances giving rise to the difference and will commence at Step 1 of the grievance procedure. A Group Grievance shall be signed by each employee who is grieving and a

member of the Union Grievance Committee.

- (c) Policy or Union Grievance - a grievance initiated by the Union on matters which involve the interpretation, application or administration of the Agreement in whole or in part. Such grievances shall be initiated within 30 calendar days of the circumstances giving rise to the difference and will commence at Step 2 of the grievance procedure.
- (d) University Grievance - a grievance initiated by the Employer. Such grievances shall be initiated within 21 calendar days of the circumstances giving rise to the difference and will proceed to Step 3 by filing such grievance with the President of CAW Local 555.

6.05 Pre-Grievance Resolution

- (a) Complaints shall be brought to the attention of the employee's immediate Supervisor or an appropriate University representative within 30 calendar days after the employee became aware or ought reasonably to have become aware of the incident or circumstances giving rise to the complaint. In the event the employee feels she cannot give her immediate Supervisor or an appropriate University representative an opportunity to address the complaint she may file a grievance in accordance with Article 6.07(a).
- (b) The Supervisor or appropriate University representative will respond to the complaint within 7 calendar days and, if the matter is not resolved, it may be taken up as a grievance in accordance with Article 6.07(a).

6.06 When the Employer representative identified in 2 or more successive Steps is the same, or where the Parties agree, the grievance will be referred to the next Step.

6.07 Step 1

- (a) When an employee wishes to file a grievance, she will consult a member of the Union Grievance Committee, and the written, dated grievance, signed by both of them will be delivered to the Director, Security Services, within 14 calendar days of the Supervisor's response to the pre-grievance step. If the pre-grievance resolution process was not followed, the signed dated grievance will be filed with the Director, Security Services, within 30 calendar days after the employee became aware or ought reasonably to have become aware of the incident or circumstances giving rise to the alleged violation. A copy of the written grievance will also be delivered to the Director, Employee/Labour Relations.
- (b) The grievance will identify the nature of the grievance, including the Article alleged to be violated, and the remedy sought.
- (c) The Director, Security Services, shall arrange to meet with the grievor. The grievor shall be accompanied by 1 member of the Union Grievance Committee.
- (d) The Union shall be given a written reply to the grievance within 21 calendar days following receipt of the written grievance and a copy shall be sent to the grievor.

6.08 Step 2

- (a) If the grievance is not resolved to the satisfaction of the grievor at Step 1, the grievor may, within 14 calendar days of the date on which the Director, Security Services' reply was or should have been given, deliver the written grievance to the Chief Human Resources Officer.
- (b) The Chief Human Resources Officer, or designate, shall arrange to meet with the grievor and the Director, Security Services to discuss the merits of the grievance. The grievor

shall be accompanied by 2 members of the Union Grievance Committee.

- (c) The Union shall be given a written reply to the grievance within 21 calendar days following the receipt of the written grievance and a copy shall be sent to the grievor.

6.09 Step 3

- (a) If the grievance is not resolved to the satisfaction of the grievor at Step 2, the grievor may, within 14 calendar days of the date on which the Chief Human Resources Officer's reply was or should have been given, deliver the written grievance to the Vice-President, Administration.
- (b) The Vice-President, Administration, or designate, shall arrange to meet with the grievor and the Union Grievance Committee.
- (c) The Parties agree that employee relations issues are normally best resolved on an informal basis between the Parties. However, beginning at Step 3 and with at least 5 calendar days notice, either Party may be accompanied by legal counsel or another qualified consultant of their choice.
- (d) The Vice-President, Administration, or designate, shall give her reply in writing to the Union within 21 calendar days of receiving the grievance and a copy shall be sent to the grievor.

6.10 Step 4 Arbitration

- (a) Failing a satisfactory settlement at Step 3, the grievance may be referred to Arbitration within 14 calendar days of the date on which the reply to Step 3 was given, or should have been given, but not thereafter.
- (b) No grievance may be submitted to Arbitration which has not been properly carried through the Grievance Steps save and except for the provisions of Section 49 of the *Ontario Labour Relations Act, 1995*.
- (c) When either party to this Agreement requests that a grievance is submitted to Arbitration, they shall make such request in writing addressed to the other Party. The Employer and the Union shall, by agreement, select one person as Arbitrator to whom such grievance may be submitted for Arbitration.
- (d) In the case of a policy grievance as defined in Article 6.04(c) being referred to Arbitration, both Parties may agree to opt for the grievance to be heard by a Board of Arbitration. In such case, the Parties shall each appoint a nominee to the Board of Arbitration. The two nominees will agree on the selection of the Chair of the Arbitration Board.
- (e) The Arbitrator or the Arbitration Board shall hear and determine the matter in dispute, and issue an award which shall be final and binding upon the Parties to the Agreement. The Arbitrator or the Arbitration Board shall, however, have no authority to add to, subtract from, or alter any provision of this Agreement, or make an award which has such effect.
- (f) The Arbitrator or the Arbitration Board has all the duties and powers of an arbitration board as stated in the *Ontario Labour Relations Act, 1995 (OLRA)*, as amended from time to time. In accordance with the *OLRA*, the Arbitrator may extend the time for the taking of any step in the Grievance or Arbitration procedure under the Agreement, notwithstanding the expiration of such time, where the Arbitrator is satisfied that there are reasonable grounds for the extension and that the opposite Party will not be substantially prejudiced by the extension.

- (g) The Union and Employer will share equally the fees and expenses of the Arbitrator or the Chair of the Arbitration Board as the case may be. An employee who is called as a witness at an Arbitration hearing shall be given release from her regular duties with no loss of regular pay and benefits. Each Party shall bear the expenses of its representatives and participants and for the preparation and presentation of its own case.

6.11 General

- (a) The Parties may agree in writing to extend the time limits for any step of the Grievance Procedure or for referring the matter to Arbitration. The Parties may also agree to waive any step in the Grievance Procedure.
- (b) In the event that a Party fails to reply in writing within the time limits prescribed in the Grievance Procedure, the other Party may submit the matter to the next Step as if a negative reply or denial had been received on the last day for the forwarding of such reply. When no action is taken to submit the matter to the next Step within the time limits set out in this Article 6, the grievance will be deemed to have been withdrawn or settled, as the case may be.
- (c) No grievance shall be deemed to be invalid or abandoned due to a minor technical irregularity.
- (d) The employment of Probationary employees may be terminated at any time during the Probationary Period, and they will not have recourse to the Grievance and Arbitration procedure except as specified in Article 13.
- (e) In accordance with Article 12.05, any claim of unjust discipline or discharge will be submitted to the Grievance and Arbitration procedures Article 6 (Grievance Procedure) within 7 calendar days from the date of receipt of notice by the Unit 4 Chairperson with a copy to the President of CAW Local 555. In the case of suspension or discharge, the grievance will commence at Step 3. In all other cases of discipline, the grievance will commence at Step 2.
- (f) For the purposes of this Article 6, "calendar day" shall be deemed not to include statutory holidays or days when the University is closed.

ARTICLE 7 – NO STRIKES OR LOCKOUTS

- 7.01** There shall be no strike or lockout during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the *Ontario Labour Relations Act, 1995*.
- 7.02** In the event that any person represented by a trade union and employed by the Employer, other than those in this Bargaining Unit, engages in a lawful strike or is lawfully locked out, an employee covered by this Agreement will not be required to perform work normally done by that person.
- 7.03** An employee who, in the performance of her job, encounters a picket line at a workplace other than the University and who feels that she cannot complete her assigned duties as a result, shall contact her Supervisor. In any event, the employee shall not be required to cross a picket line where to do so would jeopardize her safety.

ARTICLE 8 – RESPECTFUL WORKPLACE

8.01 Respectful Workplace

The Parties agree that all employees shall be entitled to a respectful workplace free of discrimination, sexual harassment and workplace harassment.

8.02 No Discrimination

- (a) The Parties agree that there will be no discrimination, interference, restrictions, coercion, or intimidation exercised on or practiced by the Employer or the Union in regard to any matter associated with the terms and conditions of employment of employees by reason of age, ancestry, citizenship, colour, creed, ethnic origin, family status, disability, language, marital status, nationality, place of origin, political or religious affiliation, race, receipt of public assistance, record of offences, gender, sexual orientation, same sex partnership, nor by reason of membership or non-membership or activity or lack of activity in the Union, nor by any other ground prohibited by the *Ontario Human Rights Code*.

8.03 Sexual Harassment

- (a) Sexual Harassment is comment or conduct of a sexual nature directed at an individual or group by another individual or group of the same or opposite sex where it is known, or ought reasonably to be known, that this attention is unwanted. 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;
 - iii. 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 nonverbal.
- (b) 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. unwanted sexual solicitation or advance;
 - ii. sexist jokes 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 of one sexual orientation;
 - vii. sexually suggestive comments or gestures;
 - viii. inquiries or comments about a person's sex life;
 - ix. repeated offensive sexual flirtations, advances, propositions;
 - x. demands for sexual favours;
 - xi. unwanted touching or patting; and,

- xii. verbal abuse or threats of a sexual nature.

8.04 Workplace Harassment

- (a) The Parties agree to foster a harassment-free workplace.
- (b) Workplace harassment is defined under the OHS Act as 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.

8.05 Employee's Options for Resolution

If an employee believes she has been subjected to discrimination, sexual harassment or workplace harassment she has a range of options to address the issue in a manner appropriate to her needs and situation. She may:

- (a) take direct action by informing the individual who is the source of the behavior 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;
- (b) report the complaint to a University Representative and seek assistance in addressing the issue;
- (c) report the complaint to a Union Representative or Union Steward and seek assistance in addressing the issue which may include initiating a grievance under Article 6;
- (d) report the complaint to the Women's Advocate who may refer the employee to the appropriate resources;
- (e) in the case of some discrimination issues, file a complaint with the Ontario Human Rights Commission and to seek redress under the Ontario *Human Rights Code*.

8.06 Investigation

- (a) On receipt of a complaint from an employee or a Union Representative or Union Steward to the Director of Employee/Labour Relations, the Employer will investigate and take action to address the complaint as may be necessary based on its investigation.
- (b) In the case of a complaint raised through a Union Representative or Union Steward, the Director of Employee/Labour Relations will inform the Union of such outcome.

8.07 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.

ARTICLE 9 – CORRESPONDENCE AND INFORMATION

- 9.01** All correspondence between the Employer and CAW Local 555 relating to matters covered by this Agreement, except as otherwise specified in this Agreement, will pass between the President of CAW Local 555 and the Chief Human Resources Officer or their designates.
- 9.02** Where written notice is specified in this Agreement, the University's internal mail will be deemed adequate means, unless otherwise specified in this Agreement.
- 9.03** The Employer will provide CAW Local 555 with the following information in electronic and written form commencing on the second regular pay date immediately following the date of ratification and every 4 weeks thereafter:
- (a)** a listing containing the names of all employees in the Bargaining Unit, their job title and classification, employee identification number, department, campus address, salutation, gender, employment start date, home address, home telephone number, workplace email address, hourly rate and regular monthly hours;
 - (b)** a listing of all new hires and their job title, terminations, including resignations and retirements, and leaves;
 - (c)** notification by e-mail of deaths of current employees and of employees moving outside the Bargaining Unit;
 - (d)** a listing of all employees who are currently participating in the Sick Leave Indemnity Program in accordance with Article 30.05 and have been for a month or more; and
 - (e)** such other information as may be set out elsewhere in this Agreement that is required to be given.
- 9.04** The Employer will provide CAW Local 555 with copies of appointment letters for all new employees.
- 9.05** CAW Local 555 agrees to provide the Employer with the following information in electronic form:
- (a)** a listing of the Union committee members, Union Representatives and Union Stewards of CAW Local 555 in accordance with Article 5.01; and
 - (b)** such other information as may be set out elsewhere in this Agreement that is required to be given.
- 9.06** If mutually agreed, the Parties are relieved of their respective obligations in Articles 9.03, 9.04, and 9.05 to the extent that the relevant information is readily accessible to the other Party electronically.

ARTICLE 10 – HEALTH AND SAFETY

10.01 General

- (a)** McMaster University is committed to provide and maintain healthy and safe working and learning environments for all employees, 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* ("OHS"), *Environmental Protection Act*, *Nuclear Safety and Control Act* and other statutes, their regulations, and the policy and programs established by the University.

To support this commitment, both McMaster University and its employees 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.

- (b) The Employer is responsible for the provision of information, training, equipment and resources to support the Internal Responsibility System and ensure compliance with all relevant statutes, this policy and internal health and safety programs.
- (c) Managers and Supervisors, including Deans, Directors, Chairs, Research Supervisors, etc. are accountable for the safety of workers within their area, for compliance with the statutory and University requirements, and are required to support Joint Health and Safety Committees (JHSC).
- (d) All employees are required to work in compliance with statutory and University requirements, and to report unsafe conditions to their Supervisors.
- (e) The Parties shall comply in a timely manner with their respective obligations under the *Occupational Health and Safety Act, R.S.O.1990, c.0.1*, as amended, (*the Act*), its regulations, codes of practice, and guidelines and all relevant environmental laws, regulations, codes of practice and guidelines. All standards established under these laws along with the McMaster University Workplace & Environmental Health & Safety Policy, which shall be in compliance with these laws, shall constitute minimum acceptable practice.
- (f) No employee will suffer a loss of remuneration for time required to carry out her responsibilities on both the Joint Health and Safety Committees (JHSC) and Central Joint Health and Safety Committee (CJHSC).

10.02 Right to Refuse

An employee has the right to refuse unsafe work in accordance with *the Act*.

10.03 Certified Health and Safety Workers

Certified Health and Safety Workers shall have the powers and responsibilities as specified in *the Act*.

10.04 No Disciplinary Action

No employee shall be discharged, penalized or disciplined for acting in compliance with *the Act*, its regulations and codes of practice and environmental laws, regulations or codes of practice, nor shall an employee acting in compliance be intimidated or coerced.

10.05 The Employer shall provide First Aid kits in the Workplace. The number and location of First Aid kits shall be reviewed annually by the Central Joint Health and Safety Committee.

10.06 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. CAW Local 555 shall appoint 4 Members to the CJHSC. The CJHSC shall be co-chaired by 1 worker member and 1 management member as determined by the

CJHSC.

- (c)** The Central Joint Health and Safety Committee (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 and monitoring of a program for the prevention of hazards in the workplace that also provides for the education of employees in health and safety matters;
 - iv.** participate to the extent that it considers necessary in inquiries, investigations, studies and inspections pertaining to occupational health and safety;
 - v.** make recommendations in the establishment 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 Act 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 a CAW Local 555 member of the CJHSC is not able to attend a CJHSC meeting, the CAW may substitute another worker member as a designate. These designates shall follow the provisions of Article 5.03 to arrange such attendance.
- (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 1 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.

10.07 Joint Health and Safety Committees (JHSC)

- (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, which will be updated monthly.
- (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 resolution.

10.08 Education and Training

- (a) The Employer agrees to pay the costs for certification training of employees appointed to a JHSC.
- (b) Unless otherwise agreed by the Parties, employees once appointed and upon request, will be provided with access to the first locally available core certification training program, subject to the operational needs and reasonable scheduling requirements of the Employer. An employee who is denied the first locally available core certification training program shall 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 she has received proper education, training and instruction.
- (e) The Employer will ensure that all employees receive WHMIS training based on a program reviewed annually by the CJHSC.
- (f) The nature of other Occupational Health & Safety training will be determined by the Employer in consultation with the CJHSC.

10.09 Accident and Incident Investigations

- (a) An investigation will occur in the case of an injury or a release of hazardous substances to the air, earth or water systems outside the approved limits or guidelines.
- (b) The Union Co-chair or designate and the Employer Co-chair or designate of the appropriate Committee shall investigate the accident or incident, in accordance with the OHSA.

10.10 Right to Accompany Inspectors

- (a) The Employer shall notify the Union when a government Inspector is to visit the Employer's premises as soon as practicable.
- (b) The Union Co-Chair or designate and, if the Union Co-chair 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 Union Co-chair and to the CJHSC.
- (d) The Employer shall give a copy of any replies to such reports or documents to the appropriate Union Co-chair and to the CJHSC.

10.11 Access to the Workplace

Union Health & Safety experts will have access to the Employer's premises in accordance with Article 5.05.

10.12 Disclosure of Information

- (a) The Employer shall disclose information in accordance with the *OHSA* and related University policies and programs.
- (b) In accordance with *the OHSA*, the Employer shall notify the Union and all Committees of all new substances and processes to be introduced, by their chemical and trade names, noting potentially harmful effects, their maximum allowable levels, and what kinds of precautions will be taken.

10.13 Ergonomics

- (a) Training and administration of ergonomic concerns will be as determined by the CJHSC and in accordance with McMaster University's Ergonomic Safety Program.
- (b) Where an ergonomic concern is beyond the scope of the Committee, the Employer shall retain a consultant agreed to by the Committee.

10.15 Safety Equipment

- (a) The Employer agrees to provide protective equipment and clothing when required by the *Ontario Occupational Health and Safety Act*, and to ensure that safety equipment, materials, and protective devices (including protective clothing) are maintained in good condition. The Employer shall cover the cost of required cleaning of protective wear and clothing. The employees shall wear all issued safety equipment while on duty.
- (b) The Employer shall provide all Probationary employees with a bullet proof vest. Upon the completion of their respective probationary period, employees shall be fitted and issued a new bullet proof vest.

10.16 First Aid/CPR Certification

- (a) The Employer will continue to provide access to First Aid/CPR and recertification training at no cost to employees.
- (b) Training will be held during the work day.
- (c) An employee will receive compensated time off to attend these sessions.

10.17 National Day of Mourning

- (a) Each year on April 28 at 11:00 a.m., one minute of silence will be observed in memory of workers killed or injured on the job.
- (b) All CJHSC and JHSC Members shall be granted time to attend the National Day of Mourning ceremonies. Such requests shall not be unreasonably denied.

ARTICLE 11 – EMPLOYEE INFORMATION

11.01 Personnel Files

- (a) The Employer and the Union agree that the Employer shall maintain personnel records. The employee will advise Human Resources Services (HRS) immediately if there is any change in personal data, such as name, address or telephone number.
- (b) The personnel file for the employee shall include items concerning the record of employment including, but not limited to, the original application form, job description, salary history, as well as any documentation in accordance with Article 12 and Article 13, all of which is normally copied to the employee concurrent with their addition to the file.
- (c) An employee shall have the right to examine her personnel file in the presence of a member of Human Resources Services, by appointment. Upon request and within a reasonable time following the request, employees will be provided with a photocopy of specified 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 the file containing her personal information held by her Supervisor.
- (d) Upon receipt of a written request from the employee, Human Resources Services will confirm that all warnings and suspensions have been destroyed in accordance with Article 12.
- (e) An employee may supplement the contents of her personnel file with documents related to her employment by forwarding such documents to Human Resources Services.
- (f) All employees will notify Human Resources Services of changes in information related to spouses and dependents necessary to administer benefits.
- (g) Subject to legal and/or statutory requirements, when Human Resources Services 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.

11.02 Confidentiality of Personnel Files

Access to personnel files will be limited to:

- (a) the employee;
- (b) staff in HR; and
- (c) other authorized University officials in connection with personnel, administrative and/or labour relations matters.

ARTICLE 12 – PROGRESSIVE DISCIPLINE AND DISCHARGE

12.01 In most cases, discipline will be preceded by non-disciplinary counselling. The Employer shall discipline or discharge an employee only for just cause.

12.02 The value of progressive discipline with the aim of being corrective in application is recognized by both Parties. Except in extreme cases, discharge for just cause shall be preceded by a documented record of non-disciplinary counselling, warnings (written or oral) and/or suspension (with pay or without pay).

12.03 Disciplinary Process

- (a)** Prior to disciplining an employee, the Employer will notify the Unit 4 Chairperson, with a copy to the President of CAW Local 555, of the nature of the alleged offence.
- (b)** Following notification of the Unit 4 Chairperson, the Employer will meet with the employee and the Unit 4 Chairperson or Union Steward. At this meeting, the Employer will advise the employee of the alleged offence and provide the employee with an opportunity to respond.
- (c)** Within 7 days of this meeting, or any additional meeting that the Employer may require, the Employer will decide whether or not discipline is to be imposed, and, if so, at what level, and will be communicated orally and in writing at a meeting with the employee and the Unit 4 Chairperson or Union Steward. A copy of the written decision will be provided to the Unit 4 Chairperson with a copy to the President of CAW Local 555.
- (d)** In cases of suspension without pay, the suspension will be served beginning on one of the following two dates:
 - i.** if the decision to suspend is not subject to a grievance, the first date the employee is scheduled to work following 7 days from the date the suspension was communicated to the employee; and
 - ii.** if the decision to suspend is subject to a grievance, the first date the employee is scheduled to work following a denial of the grievance at Step 3.

12.04 Immediate Investigatory Suspensions

- (a)** In cases where it is necessary to remove an employee from the workplace immediately, such as those which involve serious insubordination, a threat to the safety of a person, or assault, an employee may be immediately suspended with pay pending further investigation and Article 12.03 shall not apply. The Employer shall notify the Unit 4 Chairperson or designate directly, with a copy to the President of CAW Local 555, of an immediate investigatory suspension as soon as possible.
- (b)** Once the Employer has completed its investigation, Article 12.03 shall then apply.

12.05 Grievances

Any claim of unjust discipline or discharge will be submitted to the Grievance and Arbitration procedures Article 6 (Grievance Procedure) within 7 days from the date of receipt of notice by the Unit 4 Chairperson with a copy to the President of CAW Local 555. In the case of suspension or discharge, the grievance will commence at Step 3. In all other cases of discipline, the grievance will commence at Step 2.

12.06 Records of disciplinary warnings and suspensions will be retained for a period of 18 months from the date of the offence and then removed from the employee's personnel file and destroyed.

ARTICLE 13 – PROBATIONARY EMPLOYMENT

- 13.01** A Full Time Employee new to the Bargaining Unit will be on probation for a period of 12 months from the date of hire. A Part Time Employee new to the Bargaining Unit will be on probation for a period of 20 months from the date of hire.
- 13.02** At the time of her hiring, the employee will be advised of the job requirements and the Employer's expectations of successful job performance that she must meet by the end of probation.
- 13.03 Progress and Performance Reviews**
- (a)** No later than two-thirds of the way through the probationary period, the employee's progress and performance will be reviewed based on the job requirements and the Employer's expectations of successful job performance as provided to the employee at the time of her appointment.
 - (b)** In the event the Employer requires more than 4 reviews of the employee's progress and performance during the probationary period, the Union will be notified of subsequent reviews. Copies of any progress and performance documentation shall be provided to the Union.
 - (c)** If in the Employer's opinion, the employee's performance and progress does not meet the job requirements, but may by the end of an extended probationary period, or if there has been insufficient opportunity to assess the employee's performance, the Employer, the employee and the Unit 4 Chairperson may mutually agree to extend the probationary period.
- 13.04** At the end of the probationary period, if performance is deemed to be satisfactory, the appointment will be confirmed in writing.
- 13.05 Termination of Employment**
- (a)** The employment of Probationary employees may be terminated at any time during the probationary period, and they will not have recourse to the Grievance and Arbitration Procedure regarding their termination, unless:
 - i.** the decision to terminate is made in bad faith; or
 - ii.** the decision to terminate is contrary to Article 8.02; or
 - iii.** the procedures prescribed by Articles 13.02 or 13.03 have not been followed.
 - (b)** The Union shall be notified in advance of any such termination and may choose to attend a meeting set for this purpose.
 - (c)** A grievance alleging violation of these grounds will commence at Step 2.
- 13.06** The University will provide the appropriate training to achieve and maintain Special Constable status.
- 13.07** A new employee will be sworn in as a Special Constable as soon as possible. In the event a new employee is not sworn in within 3 months of commencement of employment, the Director, Security Services, will notify the Union in writing of the expected date of swearing in.
- 13.08** Normally, an employee must be approved for special constable status by the Hamilton Police Services Board, prior to the completion of the probationary period, failing which it will be deemed that the Employer has just cause for discharge from employment. Where an employee has not been approved for special constable status by the Hamilton Police Services Board prior to the

completion of the probationary period through no fault of her own, (for example, due to scheduling difficulties) the Employer will not have just cause for discharge from employment on that basis.

ARTICLE 14 – SENIORITY

14.01 Definition and Calculation of Seniority

An employee's seniority is defined as the length of continuous service in the Bargaining Unit calculated from her most recent date of hire.

14.02 Seniority List

- (a)** The Employer will maintain 2 separate seniority lists listing employees and their seniority; 1 for Full Time Employees and 1 for Part Time Employees. Up-to-date seniority lists will be sent to the Union and will be posted on the Human Resources web site and agreed upon bulletin boards in November of each year, and will be generated in the event of layoffs. Twice per calendar year, with one month's notice per request, the President of CAW Local 555 may request in writing a copy of the current seniority lists.
- (b)** The seniority lists shall be deemed accurate until such time as an error is brought to the attention of the Employer by the Union. The correction of an error on the seniority lists will not have retroactive effect.
- (c)** Only those employees who have completed their probationary period as defined in Article 13 will appear on a seniority list.

14.03 Loss of Seniority

- (a)** An employee will lose her seniority and her employment with the Employer will be deemed terminated for any of the following reasons:
 - i.** she is discharged for just cause and not reinstated;
 - ii.** she resigns or retires;
 - ii.** after a layoff she fails to return to work as scheduled;
 - iv.** she is laid off for at least 12 consecutive months;
 - v.** she is absent from work without authorization from her Supervisor and without reasonable justification for 5 consecutive Shifts and fails to contact her Supervisor within 7 calendar days from the date a notice was sent by registered mail to the employee's current address on file;
 - vi.** she accepts severance pay;
 - vii.** Subject to Article 13.08, she is unable to meet and maintain special constable status in accordance with the agreement between the University and the Hamilton Police Services Board; and
 - viii.** she is unable to achieve approval in accordance with the guidelines established by the Canadian Nuclear Safety Commission.
- (b)** An employee who accepts a position with the Employer outside the Bargaining Unit on or after the effective date of this Agreement will cease to accrue seniority and will lose her status as an employee in the Bargaining Unit.
- (c)** In the event that an employee who held a Special Constable appointment is not re-appointed as a Special Constable, the employee, her Supervisor and the Union shall meet to discuss the situation and to determine whether or not a mutually agreeable outcome may exist other than termination from employment.

14.04 Seniority for Union Representatives

- (a) All Local Union Representatives on a full-time release, the Unit Chairperson and Union Negotiating Committee Members shall head the seniority list during their appointment, or term of office.
- (b) Article 14.04(a) will not apply when considering seniority for promotion or vacation.

ARTICLE 15 – HOURS OF WORK

15.01 The provisions of this Article are intended to provide a basis for calculating compensation for time worked and shall not be construed as providing any guarantee as to the hours of work per day or per week, unless expressly stated.

15.02 Standard Work Week *

[Note * See NEW Letter of Understanding: Compressed Work Week]

- (a) The standard work week for Full Time Employees will normally consist of 40 hours per week, which will normally consist of 5 Shifts.
- (b) The Employer may choose to implement Shifts other than 8 hour Shifts, such as 10 or 12 hour Shifts. Prior to implementation, the Employer shall consult with the Union and shall provide a minimum of 3 months notice of the change.

15.03 An Employee who reports for work in accordance with the posted schedule or as required by the Employer shall be guaranteed at least 4 hours of work, or if no work is available, shall be paid for 4 hours at her regular rate.

15.04 Shift Changes

- (a) The Employer recognizes that major shift changes can be disruptive and when such changes are necessary, will provide as much notice as possible.
- (b) Where an Employee's regular schedule, Shift, or hours of work per day or week are to be changed or new Shifts introduced on an on-going basis, the Union and the Employee shall be provided with a minimum of 3 months' written notice of the change. The Employee may agree in writing to accept such change sooner after having consulted with a Union Representative.

15.05 Overtime

- (a) The Parties recognize that the University's operations may require the performance of overtime.
- (b) Overtime is time worked by an employee in excess of scheduled hours, excluding:
 - i. time worked due to a mutual agreement among the employee, her Supervisor and another employee with respect to a change of hours or Shift; and
 - ii. time worked by a Part Time Employee up to 12 hours per day and 40 hours per week.
- (c) Prior to determining that an overtime requirement exists, the Employer will first attempt to schedule Part Time Employees through the assignment of regular or additional hours of work.

- (d) When required, overtime will be allocated as follows:
- i. **Posted Overtime**
Overtime requirements that become known at least 1 week in advance will normally be posted. The posting will indicate the overtime Shift(s) and number of employees required.

Subject to section 18 of the *Employment Standards Act*, the overtime will be allocated first to the Full Time Employee(s) who applied and who has worked the least number of overtime hours, and second to the Part Time Employee(s) who applied and who has worked the least number of overtime hours.

Where there are no volunteers to work the overtime, the Employer shall assign the work in accordance with Article 15.05(d)(ii), Non-Posted Overtime.
 - ii. **Non-Posted Overtime**
Where overtime requirements become known less than 1 week in advance, or where there are no applicants for posted overtime pursuant to Article 15.05(d)(i), subject to section 18 of the *Employment Standards Act*, the Employer shall assign the work to the Full Time Employee(s) who is off-duty and who has worked the least number of overtime hours. In a situation where there are no available Full Time Employee(s) who are off-duty, the Employer will follow the same process to assign the work to Part Time Employee(s).
 - iii. **Extended Shift Overtime**
Notwithstanding Articles 15.05(d)(i) and (ii), the Parties recognize that circumstances may arise where an Employee will be required to remain on-duty beyond the end of her Shift, or to report for duty in advance of her Shift, as a result of the need to ensure continued delivery of services during an unforeseen incident.
- (e) An employee shall be paid at the rate of 1-1/2 times her applicable hourly rate for each hour of overtime worked.
- (f) An employee may elect to accumulate overtime to a maximum at any given time of 100 hours, for the purpose of taking Compensating Time Off in lieu at a later date. Compensating Time Off will be taken only with the prior approval and at the sole discretion of the Director, Security Services or designate. At any time, the Employer may elect to pay an employee for all accumulated and owing overtime and will do so upon the employee's cessation of employment. Accumulated CTO will be paid by the Employer at the employee's request.

ARTICLE 16 – MEAL AND BREAK PERIODS

- 16.01** For each Shift of at least 5 hours up to 8 hours, an employee will be entitled to a 30 minute meal period. For each Shift in excess of 8 hours, an employee will be entitled to a 60 minute meal period and a 30 minute meal period.
- 16.02** Meal periods may be taken at times preferred by the employee, subject to the approval of her Supervisor.
- 16.03** In the event operational requirements, as determined by the Employer, prevent an employee from taking a meal period to which she is entitled, she will be entitled to a payment in lieu, paid at straight time.

ARTICLE 17 – VACATIONS

17.01 Entitlement Schedule

- (a) Full Time Employees shall be entitled to annual paid vacation at their regular rate of pay based on their years of continuous service at June 30, as follows:

<u>Years of Continuous Service</u>	<u>Vacation Entitlement</u>
Less than one year	10 hours per completed month
1 but less than 4	120 hours
4 but less than 14	160 hours
14 but less than 15	168 hours
15 but less than 16	176 hours
16 but less than 17	184 hours
17 but less than 18	192 hours
18 but less than 30	200 hours
30 or more	240 hours

- (b) Part Time Employees shall be entitled to vacation time in accordance with the *Employment Standards Act* and vacation pay as a percentage of earnings paid with each pay, based on their years of continuous service at June 30, as follows:

Years of Continuous Service	Vacation Pay Entitlement as a percentage of earnings
Less than 1 year	4%
1 but less than 4	6%
4 but less than 14	8%
14 but less than 15	8%
15 but less than 16	8%
16 but less than 17	9%
17 but less than 18	9%
18 but less than 30	10%
30 or more	12%

17.02 Scheduling

- i. Vacations will be granted subject to the Department's work requirements and scheduled by mutual agreement between the Supervisor and the employee, with preference based on seniority. To the extent possible, the Employer prefers vacation time to be scheduled during the months May to September, both inclusive.
- ii. Each employee will be required to submit their vacation requests by March 1. Vacation schedules will be posted on or before April 1. An employee who has failed to submit a vacation request by March 1 may not subsequently rely on seniority to establish priority in a scheduling conflict.
- iii. An employee may submit a written request to her Supervisor for changes to the vacation schedule. Subject to operational requirements, the request will not be unreasonably denied.
- iv. Vacation time will normally be taken in full Shifts.

17.03 Vacation Year

- i. Vacation time is earned in the benefit year, the 12 month period from July 1 to June 30.

- ii. Vacation time is taken in the calendar year, the 12 month period from January 1 to December 31.
- iii. Vacation time taken must not exceed vacation time earned.

17.04 Carryover

Each employee should take her full amount of vacation entitlement within the appropriate calendar year. A Supervisor and employee must make every effort to ensure the employee takes her full entitlement of vacation within the appropriate period. Notwithstanding the above, carryover of vacation to the following calendar year may occur if:

- i. the Supervisor grants an employee's request for carryover of up to 64 hours or, in extraordinary circumstances, up to 80 hours; or
- ii. operational necessities identified by the Supervisor prevent the scheduling of vacation days.

Vacation days carried to a subsequent year will be scheduled at the outset of that year by mutual agreement between the employee and her Supervisor.

ARTICLE 18 – PAID HOLIDAYS

18.01 Paid Holidays

(a) Holidays

- i. The Employer recognizes the following paid holidays, each a "Holiday":

New Years Day
January 2
Family Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
December 24
Christmas Day
Boxing Day
December 27

- ii. A Holiday shall be considered as commencing at 12 midnight on the day preceding the Holiday and ending 12 midnight on the Holiday.
- iii. An Employee may be scheduled or required to work on one or more Holidays.

(b) Holiday Pay

- i. When an Employee is not scheduled or not required to work on a Holiday she shall be paid a holiday allowance of 8 hours pay at her hourly rate ("Holiday Pay").

- ii. When an Employee is scheduled to work on a Holiday and provided her Shift commences on the Holiday, she will be paid for all hours worked on the Holiday at the rate of 1½ times her hourly rate plus she will be paid Holiday Pay.
 - iii. When an Employee is not scheduled but required to work on a Holiday and provided her Shift commences on the Holiday, she will be paid for all hours worked on the Holiday at the rate of 2 times her hourly rate plus she will be paid Holiday Pay
- (c) Notwithstanding Article 18.01(b), an Employee shall not be paid Holiday Pay:
- i. if she is absent from work on her last regular scheduled Shift immediately preceding or immediately following such Holiday, except when her absence on either or both such Shifts was due to illness or accident and a doctor's certificate is submitted to that effect, if requested; or
 - ii. if she is scheduled or required to work on such Holiday and fails to do so; or
 - iii. When she has been granted a leave of absence of more than three weeks duration and the Holiday occurs within the leave of absence period.

ARTICLE 19 – APPOINTMENTS & PROMOTIONS

19.01 Priority Before Posting

Prior to a vacant Bargaining Unit position being posted, the Employer shall attempt to fill the position giving priority to employees as follows:

- i. first, to an employee who requires accommodation pursuant to the Ontario Human Rights Code; and
- ii. second, to an employee who is on layoff.

19.02 Investigator or Community Resource Officer (CRO) Vacancy

Should a vacancy for an Investigator or CRO occur, the Employer shall, if it determines to fill such vacancy, send an email to Employees stating that it intends to fill the vacancy and the date by which application should be submitted, which will be at least 7 days from the date the email was sent.

19.03 Full Time Special Constable Vacancy

- (a) Should a vacancy for a Full Time Special Constable occur, the Employer shall, if it determines to fill such vacancy, post the vacancy at the University for a period of at least 7 days on the Human Resources Services' website and email the posting to the Part Time Employees in the Department. The Employer may specify on the posting that applications are restricted to current Part Time Employees.
- (b) Subject to Article 19.01, Part-Time Employees shall have first consideration for Full-Time Special Constable vacancies prior to recruiting externally.
- (c) The job posting shall include the following information:
 - ~ job title, department and description of the position;

- ~ wage rate;
 - ~ required qualifications, skills, ability, and relevant job experience;
 - ~ normally scheduled daily and weekly hours of work;
 - ~ the normal daily start and end times and other information relevant to the schedule of the position;
 - ~ the current location of the job;
 - ~ date the position is anticipated to be filled;
 - ~ closing date of the competition, i.e. job posting;
 - ~ the restriction of applications to current employees, if applicable; and
 - ~ the job is in the CAW Local 555 Bargaining Unit.
- (d) To be eligible to apply for posted vacancies, employees must have completed their probationary period.
- (e) The Employer may temporarily fill any position or vacancy for a period of up to 12 months or may determine that a vacancy which has been posted will not be filled.
- (f) The Employer agrees that it will not use a series of temporary appointments to circumvent creating a position to be filled by an employee. The Employer agrees a temporary appointment may be extended past 12 months with the agreement of the Union.

19.04 Application Process

- (a) Applicants are required to submit an updated resume with their application letter as per the instructions on the posting notice.
- (b) All applications will be considered in confidence.
- (c) All employee applicants to the posted vacancy who may be qualified for the position and who apply within the initial 7 day period outlined in Article 19.03(a) will be considered. Employees who, in the opinion of the Employer, are most qualified will be interviewed first. After completing any internal interviews, the hiring Department retains the discretion to consider and interview external applicants in the selection process, along with the internal employee applicants who have already received interviews, in order to determine who is the best qualified candidate.

19.05 Selection of Successful Candidate(s)

- (a) The Employer will base its selection of the successful applicant to fill a posted vacancy on the applicants' overall qualifications, skills, ability and relevant experience for the position. If the selection is to be made from two or more employees whose qualifications, skill, ability and relevant experience are considered to be relatively equal, the employee with the greater seniority shall be selected.
- (b) The Employer will notify the successful applicant. The name of the successful applicant will be posted on the Human Resources Services' web site. The Union will be notified of

the name of the successful applicant.

- 19.06** At the conclusion of the selection process, the Employer will notify the unsuccessful applicants of the selection decision. Upon request, the Employer shall hold a meeting with an Employee for the purpose of providing feedback on her application for a position. This meeting shall be conducted by the Director, Security Services; the Employee may elect to be accompanied by a Union Representative.
- 19.07** In the event that the position becomes vacant again within 3 months of the original posting date, the Employer may elect to reconsider the original applicants without reposting the position and will so advise the Union.
- 19.08** No employee will be required to accept a transfer or promotion to a position outside of the Bargaining Unit without that employee's consent.

ARTICLE 20 – PREMIUMS

20.01 Coach Premium

A premium of \$1.00 per hour shall be paid to employees for all hours worked assigned to, and performing, the duties of Coach.

20.02 In-Charge Premium

In the absence of a Sergeant, the Employer may appoint an employee on Shift to the role of Senior Special Constable to fill in for the Sergeant as required. The appointed Senior Special Constable will be paid an in-charge premium of \$2.25 per hour above their regular rate for the period of the appointment.

20.03 Shift & Weekend Premiums

- (a) The Employer shall pay a shift premium of \$1.30 for each hour worked by a Full Time Employee between 7:00 p.m. and 7:00 a.m.
- (b) The Employer shall pay a weekend premium of \$0.60 for each hour worked by a Full Time Employee between 7:00 p.m. Friday and 7:00 p.m. Sunday.
- (c) Notwithstanding Articles 20.03(a) and (b), effective January 8, 2012, shift and weekend premiums will cease to apply; in lieu of shift and weekend premiums, a 1% across-the-board increase to wage rates will apply as set out in Appendix D - Wages.

ARTICLE 21 – COMPENSATION

21.01 Pay Equity

The Employer and the Union affirm that the Wage Schedule will be maintained in accordance with the *Pay Equity Act*.

The Hay Method of Job Evaluation will be used for Pay Equity purposes.

21.02 Method of Salary Payment

- (a) The HRIS pay frequency is bi-weekly for all employees. Pay periods begin on Sunday and end on the Saturday of week 2. Pay will be made by direct deposit on the Friday

following the pay period end date. If the pay date falls on a holiday, it will be moved forward to the business day immediately preceding the holiday.

- (b) At the time of each pay, employees will receive an itemized statement of earnings and deductions.
- (c) All employees may be required to submit an online timesheet for approval by their Supervisor.
- (d) The Employer reserves the right to modify the method of wage payment with 6 months written notice to the Union.

21.03 Deductions

Deductions from the Employee's pay include:

- (a) Statutory deductions as required by Federal and Provincial legislation (e.g. Income Tax, Canada Pension Plan contributions, Employment Insurance contributions);
- (b) Union Membership dues in accordance with Article 5.07;
- (c) Benefit deductions, such as the McMaster Pension Plan, GRRSP, Long Term Disability, Accidental Death and Dismemberment, Optional Life Premiums, etc;
- (d) Deductions which may be ordered by the Court. If an employee's salary is garnisheed in accordance with a court order, the Employer will notify the employee in advance of the adjustment of the bank payroll deposit; and
- (e) Other deductions as authorized in advance by the employee.

21.04 Storm Emergencies

The Parties agree that employees will receive an annual lump sum payment in lieu of the application of the University *Storm Emergency Policy and Procedures*, payable on the first pay date in February of each year of this Agreement, in the following amounts:

	2012	2013	2014	2015 (Prorated for Partial Year)
Full Time Employees	\$225	\$225	\$225	\$225
Part Time Employees	\$135	\$135	\$135	\$135

ARTICLE 22 – BENEFITS AND PENSIONS

Part Time Employees are not entitled to Benefits under this Article 22, except as provided in Article 34. Full Time Employees are entitled as follows:

22.01 Benefits and Pensions

- (a) Subject to Articles 22.02, 22.03, 22.04, 22.05, 22.06, 22.07, and 22.08, Employees are eligible to participate in the Pension Plan for Hourly Employees of McMaster University, Extended Health Plan, Dental Plan, Group Life Insurance Plan, Accidental Death & Dismemberment Plan, Tuition Assistance and Bursary Plans as summarized below. (Further details of benefits may be found in the CAW Benefit Booklet accessible via the McMaster University website.)

- (b) Eligibility for Post-Retirement Benefits is limited to:
- i. An Employee hired before July 1, 2008, provided the Employee collects a pension immediately upon leaving the University;
 - ii. An Employee hired between July 1, 2008 and June 30, 2011, inclusive, and who has at least 10 years cumulative service with the University as of the date of retirement and has attained a minimum age of 60 as at the date of retirement; and
 - iii. An Employee hired on or after July 1, 2011, in accordance with the terms of the Letter of Understanding regarding Post Retirement Benefit Co-Pay Program.
- (c) Post Retirement Benefits are provided in accordance with the applicable post-retirement benefit plans and, for each eligible retiree, limited to those benefits in which the retiree participated as an active Employee on the day immediately preceding her retirement date.

22.02 Pension Plan

- (a) Eligible Employees can participate in the Hourly Pension Plan for Employees of McMaster University. The Employer will administer this Plan in accordance with the terms and conditions of the Plan in effect upon ratification of this collective agreement. Except as provided in Appendix H, no changes will be made to existing benefits and/or Employee contribution rates during the term of this Agreement without the written agreement of the Union.
- (b) Employees hired on or after July 1, 2008, are not eligible to participate in the Hourly Pension Plan for Employees of McMaster University. Such Employees shall participate in the Group RRSP, in accordance with Appendix A.

22.03 Extended Health Plan

- (a) The Employer shall pay 100% of the billed rates of premium for all eligible Employees, for the Extended Health Plan which is in effect at June 30, 2011.
- (b) Participation in this Plan is a condition of employment. Eligible Employees must enroll their eligible family members before benefits are provided.

22.04 Dental Plan

- (a) The Employer shall pay 100% of the billed rates of premium for all eligible Employees to provide the Dental Plan which is in effect at June 30, 2011.
- (b) Participation in this Plan is a condition of employment. However, Employees who have coverage through their spouse may opt not to participate. Eligible Employees must enroll their eligible family members before benefits are provided.

22.05 Group Life Insurance Program

- (a) The Employer will pay 100% of the billed rate of premiums for Employees for Basic Coverage in accordance with the Group Life Insurance Plan which is in effect at June 30, 2011.
- (b) Employees may elect to take additional coverage in accordance with the provisions and regulations governing optional coverage as specified in the Group Life Insurance Plan.

- (c) Participation in this Plan is a condition of employment.
- (d) Life insurance coverage will cease on the earlier of:
 - i. the December 1st of the year the Employee reaches 69; or
 - ii. the first day of the month coincident with, or next following, the date of retirement, at which time coverage will convert to the retiree life insurance benefit, which is a \$5000 lump sum policy.

22.06 Accidental Death and Dismemberment Plan

The Employer will continue to make this plan available for eligible Employees. An Employee who elects to participate will pay 100% of her billed rate of premium.

22.07 Bursary Plan

- (a) The Employer offers bursaries to dependents of eligible Employees who have completed 3 years' continuous service.
- (b) Applicants must meet the academic requirements. The bursary program applies to those degree courses and programs for which the McMaster Board of Governors sets fees.

22.08 Tuition Assistance Programs

- (a) The Employer encourages Employees to take courses of instruction, particularly those for university credit and those which are directly related to their work.
- (b) The Tuition Assistance program is a benefit provided by the Employer to all Full Time Employees. Eligibility for, and participation in, the Tuition Assistance program, shall be in accordance with the University's policy entitled "Tuition Assistance – Active Employees", as it exists from time to time.

ARTICLE 23 – SUBCONTRACTING OR TECHNOLOGICAL CHANGE

23.01 "Technological change" means the introduction or addition of equipment, machines or instruments or the modification thereof resulting in modification of the employee's tasks or skills required to fulfill the requirements of the position.

23.02 In the event that the Employer decides to subcontract or introduce technological change that would result in a layoff, reduction in hours or reduce the pay rate of an employee, the terms of this Article 23 shall apply.

23.03 Advance Notice and Disclosure

The Employer shall notify the Union, in writing, at least 6 months in advance of implementing the subcontracting or technological change.

The notice shall contain pertinent data, including:

- i. The nature of the subcontracting or technological change;
- ii. The date on which the Employer proposes to implement the subcontracting or technological change;

- iii. The approximate number and respective classification of employees likely to be affected by the subcontracting or technological change;
- iv. The effects that the subcontracting or technological change may be expected to have on the employees' terms and conditions of employment.

To the extent available, information will be provided about the number of layoffs, new jobs or classifications to be created as a result of the proposed subcontracting or technological change.

23.04 Within 1 month of the delivery of notice to the Union as outlined in Article 23.03, the Employer will meet with the Union to discuss alternative arrangements including, but not limited to, retraining to minimize the impact of any layoffs or reduction in hours of an employee.

23.05 Retraining

- (a) In the event of technological change, prior to any new employees being hired to work with new technology, the Employer will, where necessary, allow incumbent employees:
 - i. first, training as provided for in Article 28; plus
 - ii. a training/assessment period of up to 6 months to acquire and demonstrate the knowledge, skill and/or qualifications necessary to adapt to the change, provided they are minimally qualified by education, aptitude and relevant experience.
- (b) Any employees to be retrained will not suffer a reduction in wage rate or normal scheduled hours during the training period.
- (c) When Article 23.05(a) applies and the employee is subsequently declared redundant, the provisions of Article 26 will apply.

23.06 In the event that a position is declared redundant due to subcontracting, employees affected shall be subject to layoff in accordance with the provisions of Article 26.

ARTICLE 24 – JOB DESCRIPTIONS

24.01 Each position shall have a job description. A copy of each job description will be kept on file in Human Resources Services and provided to the Union electronically.

24.02 Job descriptions are developed by the Employer and include duties, tasks, responsibilities, reporting structure and qualifications.

24.03 Upon request, job descriptions will be available to Employees through their immediate Supervisor.

ARTICLE 25 – UNION ORIENTATION

25.01 CAW Union Information and Orientation for New Employees

- (a) On the date of hire, the Employer shall advise each new employee of the name of her Union Steward and the President of CAW Local 555, and their phone number and campus mail address.
- (b) New employees shall be entitled to 1 hour immediately before or after their regularly scheduled lunch period, without loss of pay or benefits, for the purpose of attending a

Union Orientation Session.

- (c) The Employer shall include a statement in the appointment letters for all new employees that the Union will be in contact with them to schedule an orientation session.

ARTICLE 26 – LAYOFF AND RECALL

26.01 Layoffs will be in reverse order of seniority.

26.02 Probationary employees who are subject to layoff are only eligible for 2 weeks notice and severance pay in accordance with Appendix C; Articles 26.03, 26.05 and 26.06 shall not apply.

26.03 Notice of layoff will be provided in accordance with the following table:

<u>Seniority</u>	<u>Weeks Notice</u>
In probationary period	2
Over probationary period but less than 4 years	8
4 years but less than 6 years	10
6 years but less than 10 years	12
10 years but less than 11 years	16
11 years but less than 12 years	17
12 years but less than 13 years	18
13 years but less than 14 years	19
14 years but less than 15 years	20
15 years but less than 16 years	21
16 years but less than 17 years	22
17 years but less than 18 years	23
18 years but less than 19 years	24
19 years but less than 20 years	25
20 years or more	26

26.04 While an employee is expected to continue to work as assigned during the notice period, the Employer may invoke the layoff and continue to pay the employee for the duration of the notice period.

26.05 At the expiry of the notice period, the employee may elect to participate in Recall for up to 12 months. The employee may elect to accept severance pay in accordance with Appendix C at any time following the expiry of the notice period at which time her employment will cease. Severance pay will be provided in accordance with Appendix C.

26.06 Upon expiry of the Recall period, the employee shall receive severance pay in accordance with Appendix C.

ARTICLE 27 – LEAVES OF ABSENCE

27.01 Bereavement

- (a) An employee shall be entitled to a bereavement leave without loss of regular pay and benefits in the event of the death of a member of her family, as follows:
 - i. where the death is of the employee's spouse, common law spouse, same-sex partner, son, daughter, spouse's child, common law spouse's child, step-child, ward, brother, sister, father, or mother, the bereavement leave shall be up to 7 consecutive calendar days, commencing with the date of death.

- ii. where the death is of the employee's father-in-law, mother-in-law, brother-in law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandmother, grandfather, spouse's grandparent, step-mother or step-father, the bereavement leave shall be up to 5 consecutive calendar days, commencing with the date of death.
- (b) Where an employee's scheduled vacation is interrupted due to the death of a member of her family, the employee shall be entitled to bereavement leave in accordance with Article 27.01(a). The portion of the employee's vacation which is deemed to be bereavement leave shall be rescheduled in accordance with Article 17.06.
- (c) If bereavement leave is required in the event of the death of a person significant to the employee and not specifically named in Article 27.01(a), or additional bereavement leave is required in circumstances covered by Article 27.01(a), it may be granted up to a maximum of 2 Shifts by arrangement with the employee's Supervisor. Such request will not be unreasonably denied.

27.02 Jury Duty / Court Service

- (a) An employee required, under summons or subpoena, to serve as a juror or witness shall be paid the difference, if any, between the amount paid to her for jury or witness services and the amount she would have received for services normally rendered to the Employer during the same period of time.
- (b) Paid leave shall not be granted when the employee is a party to the court proceedings.
- (c) The employee shall provide her immediate Supervisor with a copy of the summons or subpoena which indicates the period of jury duty or witness service required as soon as possible after receipt of same.

27.03 Court Hearings

- (a) When an employee is required by the Employer to attend court as a witness on a day when she is not scheduled to work, she will be paid for the time she is required to be in attendance at court at a rate of 1½ times her hourly rate subject to a minimum of 4 hours.
- (b) When an employee is required to attend court as part of her duties, and is scheduled to work the night Shift prior to or following the court appearance, so that she will not have time to rest, the Employer will arrange for the employee to leave work early or arrive at work late on the night Shift, so that she will have 8 hours between the night Shift and the court appearance. Application of this Article 27.03(b) may be waived if the Employer and the employee mutually agree.
- (c) An employee's regular working hours shall not be reduced as a result of attending court hearings.

27.04 Unpaid Personal Leave

Upon an employee's request and subject to the approval of her Supervisor, an unpaid personal leave may be granted for a variety of reasons for a period of up to 12 months. A Full Time Employee may continue to participate in the Employer benefit plans, with the exception of Group RRSP, provided she pays both the Employee and the Employer benefit plan premiums in advance.

27.05 Family Leave

(a) Pregnancy Leave

Length of Leave

- i. A pregnant employee is entitled to pregnancy leave according to the *Employment Standards Act*.

Benefits While on Pregnancy Leave

- ii. An employee on pregnancy leave will be entitled to maintain all prescribed benefits as outlined in the *Employment Standards Act*.

Supplementary Unemployment Benefit (S.U.B.)

- iii. Pregnancy Leave benefits supplement payments made by Employment Insurance (EI) and this program are registered under the *EI Act*. Benefits are determined and payable based on an Employee's income and long term appointment status at the University in a manner similar to that used by EI.
- iv. An employee will be entitled to Pregnancy Leave Benefits S.U.B. for up to 17 weeks at 90% of their regular salary less the amount of Employment Insurance Benefits received. All benefits paid from the S.U.B. Fund must be in accordance with the agreement filed by the Employer with Human Resources and Skills Development Canada. As part of these requirements, all such payments by the Employer can only commence when the employee provides proof that she is receiving EI benefits or she is disqualified from EI benefits because of an insufficient number of insurable weeks or that EI benefits have been exhausted or she is in the EI waiting period. Employees should understand that such proof will not be made available until after the leave has commenced and hence Employer payments will be retroactive.
- v. All SUB Plan amendments are subject to the approval of Human Resources and Skills Development Canada.

(b) Parental Leave

- i. Parental Leave refers to a leave of absence following the birth of a child, or the coming of the child into the employee's custody, care and control for the first time, in accordance with the *Employment Standards Act*.

Length of Leave

- ii. An employee is entitled to parental leave according to the *Employment Standards Act*.

Benefits While on Parental Leave

- iii. An employee on parental leave will be entitled to maintain all prescribed benefits as outlined in the *Employment Standards Act*.

Parental Supplemental Unemployment Benefit (S.U.B.)

- iv. An employee on parental leave will be entitled to supplemental unemployment benefits (SUB) for up to 17 weeks at 90% of their regular salary less the amount

of Employment Insurance Benefits received. The period of benefits (17 weeks) may be taken by one parent or divided between the two parents. Employees on parental leave will be subject to the procedures described in Article 27.05(a)(iv) when claiming SUB benefits.

Alternative Two (2) Week Parental Leave

- v. Instead of taking a parental leave SUB, an employee who has completed at least 6 months continuous service with the Employer is entitled to 2 consecutive weeks leave without loss of pay upon the birth or adoption of her child. The employee shall notify the Employer in writing of her choice in this regard upon notice of the leave.
- (c) An employee who has taken the Supplementary Unemployment Benefit under Article 27.05(a) is not entitled to the SUB Benefit or the 2 consecutive week leave option under Articles 27.05(b) (iv) and (v) for the same child.
- (d) An eligible employee who commences pregnancy or parental leave during her notice period under Article 26 may elect to suspend the notice period for purposes of Article 26 until the date her leave is scheduled to end, following which the balance of her notice period will resume.

27.06 Family Medical Leave

- (a) An employee may take a leave of absence, without pay, for up to 8 weeks 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* and arranged with her Supervisor.

- (b) **Supplementary Unemployment Benefit (S.U.B.)**

An employee will be entitled to a Supplementary Unemployment Benefit during a Family Medical Leave for up to 8 weeks at 90% of their regular salary less the amount of Employment Insurance Benefits received. All benefits paid from the S.U.B. Fund can only commence when the employee provides proof that she is receiving Compassionate Care EI benefits. Employees should understand that such proof will not be made available until after the leave has commenced and hence any Employer payments will be retroactive.

27.07 Union Leave

- (a) An employee who is:
 - i. appointed, selected or elected to work for CAW Local Union 555; or
 - ii. appointed or elected to a position within the CAW-Canada; or
 - iii. appointed, selected or elected by the CAW-Canada or the Local Union to a position within the Canadian Labour Congress (CLC), or a position within the provincial or district CLC Councils, or Ontario Federation of Labour; or
 - iv. appointed to a position identified as one of a Labour Member of a government agency;

shall, at the written request of the CAW-Canada or the Local Union receive, a leave of absence without pay for the duration of the appointment or terms of office. The Full Time Employee on an approved leave of absence may continue to participate in the Employer

benefit plans, with the exception of Group RRSP, provided she pay both the Employee and Employer benefit plan premiums in advance.

The employee will notify her immediate Supervisor at least 1 month in advance of commencing the leave of absence, indicating the expected duration of the appointment, and 1 month in advance of returning to work from the leave of absence.

(b) Return to Work

Upon return to work from a Union Leave, the employee will resume her former position provided that it still exists, with full corresponding wage rate and any applicable benefits.

27.08 Public Service Leave

(a) Campaign

An employee seeking public office may make application for a leave of absence, without loss of pay, during the campaign for election on the following basis:

- i. for election to the Parliament of Canada; leave for the equivalent of up to 30 days;
- ii. for election to the Legislature of Ontario, leave for the equivalent of up to 30 days;
- iii. for election to Municipal, Regional or County Office or Board of Education; leave for the equivalent of 5 to 10 days depending upon the nature of the office being sought.

The period of leave in each case need not be taken on consecutive days or necessarily in whole days. Entitlement to a period of leave beyond 3 campaigns in a 10-year period is subject to the approval of the appropriate Vice-President.

(b) Election

If the employee is elected, she shall, while serving in the office to which elected, be entitled to leave of absence on the following basis:

- i. Parliament or Provincial Legislature; leave of absence, without pay, for a period of up to 5 years;
- ii. Municipal, Regional or County Office or Board of Education; subject to the work requirements of the department, leave of absence for attendance at sittings of the Council or Board. If the length of time involved is significant, such absences will be subject to a pro rata reduction in pay;
- iii. For full-time positions, leave of absence, without pay, for a period of up to 5 years.

Should the employee continue to serve in public office beyond the 5 years mentioned above, her employment relationship will be terminated at the end of the 5-year period. Any subsequent return to University employment would then be on a 'new hire' basis.

There will be no guarantee that an employee will be returned to his or her former position after expiry of the term of public service. Every attempt will be made to return an employee to a position at the same level and with duties as similar as possible to those of

the post occupied prior to the leave of absence.

The employee, upon return to the University, will retain her original service and/or seniority date.

27.09 Personal Leave

- (a) A Full Time Employee who has completed her probationary period will be granted 1 Shift of Personal Leave each calendar year without loss of regular pay and benefits.
- (b) Personal Leave will be scheduled at times mutually agreeable to the Employee and her Supervisor. In extenuating circumstances, Personal Leave may be granted by the Supervisor on the same day that it is requested. Approval for requests of Personal Leave shall not be unreasonably denied.
- (c) Untaken Personal Leave shall not be carried forward to a subsequent calendar year.

27.10 Remembrance Day

The Employer agrees to allow employees 2 minutes of silence at 11:00 a.m. on Remembrance Day each year.

ARTICLE 28 – EDUCATION LEAVES OF ABSENCE

28.01 Leaves of Absence Without Pay

Upon an employee's request and subject to the approval of her Supervisor, the following leaves of absence for periods up to 12 months may be granted. Approval will not be unreasonably withheld.

(a) Educational

A leave of absence for the purpose of pursuing job-related training may be granted. As may be applicable, the employee may continue to participate in the Employer benefit plans, with the exception of Group RRSP, provided she pays both the employee and the Employer benefit plan premiums in advance.

(b) Developmental

- i. A professional development leave is intended to permit an employee to enhance experience and/or knowledge to acquire new skills. As may be applicable, the employee may continue to participate in the Employer benefit plans, with the exception of Group RRSP, provided she pays both the employee and the Employer benefit plan premiums in advance.

Upon return to work from an Educational or Development Leave, the employee will resume her former position provided that it still exists, with full corresponding salary and benefits. In the event that an employee's position becomes redundant during the period of an approved leave of absence, the provisions of Article 26 shall apply.

28.02 Union Training Leave

Union Training Leave, when granted shall be in conjunction with Article 5.

28.03 Paid Education Leave (PEL)

The Employer agrees to continue to pay into a special fund 2 cents per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading employee skills in all aspects of trade union functions. Such monies are to continue to be paid on a quarterly basis into a trust fund established by the National Union, CAW, and sent by the Employer to the following address:

CAW Leadership Training Fund
CAW-Canada - PEL Training Fund
205 Placer Court
Toronto, Ontario. M2H 3H9

ARTICLE 29 – DOMESTIC VIOLENCE

29.01 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.

29.02 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. The Employer may request supporting documentation from the Women's Advocate who is acting on behalf of the employee.

29.03 Women's Advocate

The Parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to learn about specialized resources in the community, such as counsellors or women's shelters, to assist them in dealing with any issues that may arise.

For these reasons, the Parties agree to recognize that the role of Women's Advocate in the workplace will be served by a CAW Local 555 female member. The Women's Advocate will meet with employees as required to discuss problems and refer them to the appropriate agency when necessary.

The Women's Advocate will participate in an annual 3 day training conference in accordance with Article 28.01(a).

The Women's Advocate shall be given release from her regular duties as required without loss of regular pay and benefits. The amount of time required for release and the cost allocations are subject to review and agreement by the Employer and the Union. On or before December 1 of each year, the CAW will provide a detailed report to the University accounting for the activities of the Women's Advocate and the release time spent dealing with those activities.

29.04 In all responses to domestic violence, the Parties shall respect employees' confidentiality.

29.05 The Women's Advocate may participate in harassment investigations as per Article 8 and in all cases will be informed of the outcome of any investigations involving a member of CAW Local 555.

29.06 Minute of Silence – Montreal Massacre

The Employer agrees to allow employees 1 minute of silence at 11:00 a.m. on December 6th of each year in observation of the women killed in the Montreal Massacre.

ARTICLE 30 – PERSONAL ILLNESS OR INJURY

30.01 Reporting Absences

- (a)** An employee is responsible to report to work on time for each of her scheduled Shifts.
- (b)** In the event an employee is unable to attend at work due to personal illness or injury, she will notify her Supervisor, or designate, by telephone as soon as reasonably possible and inform her Supervisor, or designate, of the expected date of her return to work and a phone number where she may be reached in her absence. Should the employee's condition change during the absence such that there is a change to her expected date of return, she will notify her Supervisor, or designate, as soon as reasonably possible.
- (c)** The employee and Supervisor will maintain communication with one another throughout the period of the absence on a reasonable schedule to be established by the Supervisor, in consultation with the employee, and the Manager, Employee Health Services, or designate.

30.02 Medical Documentation

- (a)** For each Shift absent, in whole or part, an employee will be required to provide medical documentation supporting the absence satisfactory to the Employer, but only if requested by the Employer.
- (b)** Except as provided in Article 30.02(c), the costs of obtaining medical documentation, if any, shall be borne by the employee.
- (c)** An employee may be required to attend an independent medical examination ("IME") by a selected health professional. The cost of the IME shall be paid by the Employer.
- (d)** If the medical documentation supporting the absence discloses diagnosis, the designation of the medical specialist or the treatment type, it must be provided directly to the University's Occupational Health Nurse. Otherwise, it may be given to the employee's Supervisor.

30.03 Employee Health / Return-to-Work Files

- (a)** All employee Health / Return-to-Work files will be kept in an area separate from all other personnel files and under secure conditions.
- (b)** Access to employee Health / Return-to-Work files will be limited to authorized persons within HR who have a legitimate reason to access such files, it being understood that such persons may be required to supply information from those files to:
 - i.** the employee's Supervisor to facilitate return to work, and where relevant, accommodation, excluding information disclosing diagnosis, the designation of a medical specialist or the treatment type
 - ii.** the Employer's authorized agents to administer the Long Term Disability Plan; or,

- iii. the Workplace Safety and Insurance Board (WSIB).

Access to any other persons will only be provided with the prior written authorization of the employee or her Power of Attorney.

30.04 Employee Medical Files

- (a) An employee's Medical File shall be maintained by the Office of the Occupational Health Nurse and Occupational Physician in an area separate from all other personnel files and under secure conditions. This file may contain an employee's personal medical information.
- (b) Access to an employee's Medical File will be limited to the employee and the Offices of the Occupational Health Nurse and Occupational Physician. Access to any other persons will only be provided with the prior written authorization of the employee or her Power of Attorney.

30.05 Sick Leave Indemnity Program

- (a) Subject to Article 30.07, an Employee, other than a Probationary Employee, who is absent from work due to personal illness or injury is entitled to pay and benefits in accordance with Article 30.05(b), (c) and (d), provided:
 - i. The Employee has complied with her obligations in accordance with Articles 30.01 and 30.02; and
 - ii. The Employee would have otherwise been entitled to her regular pay and benefits but for the illness or injury; for example, the Employee is not on layoff, Recall, or on an unpaid leave of absence of any kind.
- (b) An Employee will receive her regular hourly pay for each hour of absence up to a maximum number of hours pay in each benefit year, commencing with:
 - i. the 1st hour of the first absence of any length in each benefit year (July 1 to and including June 30);
 - ii. the 1st hour of each absence where an Employee is hospitalized, such that the hospital provides board and lodging for in-patient treatment; and
 - iii. the 25th hour of the second and every subsequent absence of each benefit year, based on her years of continuous service in the Bargaining Unit, as set out in the following table:

Years of Continuous Service in the Bargaining Unit	Maximum Hours Pay per Benefit Year
12 months or less	Nil
More than 12 months	700

- (c) Notwithstanding Article 30.05(b)iii., upon the Employee's request to the Director, Security Services, the Employee will receive her regular hourly pay commencing with the 1st hour of each absence in a benefit year, provided the equivalent time and pay can be, and is, deducted from:
 - i. the Employee's accrued CTO bank in accordance with Article 15.05(f); and/or

- ii. the Employee's accrued vacation entitlement in accordance with Article 17.01; and/or
 - iii. the Employee's accrued Personal Leave entitlement in accordance with Article 27.08.
- (d) An Employee who is receiving pay in accordance with Articles 30.05(b) or (c), will participate in those benefits plans set out in Article 22 in which she was participating immediately preceding the absence.
 - (e) Upon cessation of employment for any reason, an Employee shall have no further entitlement to pay or benefits in accordance with Articles 30.05(b), (c) or (d), nor to any payment-in-lieu.

30.06 Long Term Disability

- (a) The Employer agrees to continue the Long Term Disability Plan which is in effect at June 30, 2011, for the duration of this Agreement.
- (b) Participation in the Long Term Disability Plan is a condition of employment for Full Time Employees. Part Time Employees are not eligible to participate.
- (c) The Employee will pay 100% of her billed rate of premium.
- (d) Notwithstanding Articles 30.06(a), (b) and (c), effective July 1, 2011, Probationary Employees shall not be eligible to participate in the Long Term Disability Plan and shall not pay LTD premiums.

30.07 Absence Due to Occupational Injury or Illness

Subject to Article 30.07(b), every employee who is absent from work due to an occupational illness or injury that is subject to a claim for Workplace Safety and Insurance ("WSIB") benefits will be unpaid for the duration of the absence from work and the Employer will instruct the Workplace Safety and Insurance Board to pay WSIB benefits, if any, directly to the employee.

The Employer will continue to pay a Full Time Employee her bi-weekly pay at her regular hourly wage rate pending the determination of her WSIB claim. For the period that pay continues under this Article 30.07(b):

- i. The Employer will deduct time from the Employee's CTO bank in an amount equivalent to the pay the Employee received; and
- ii. If the Employee does not have time in her CTO bank or if all time in her CTO bank has been exhausted and her WSIB claim is still pending, then the Employer will deduct vacation pay from the Employee's accrued vacation entitlement in an amount equivalent to the pay the Employee received. The Employee may, subject to the requirements of Article 17.02, elect to take vacation time at a later date for a period of time equivalent to the vacation pay received under this Article 30.07(b)(ii); and,
- iii. If the Employee does not have unused vacation entitlement or if her accrued vacation entitlement is exhausted and her WSIB claim is still pending, then the Employer will continue to pay the Employee her bi-weekly pay at her regular hourly wage rate for a maximum period of 4 more weeks. Continued payment under this Article 30.07(b) (iii) is subject to the Employee signing an authorization for a future periodic payroll deduction until the full amount paid under this Article 30.07(b) (iii) has been repaid to the Employer.

The Union and the Employer agree that this Article 30.07(b) (iii) and the required Employee authorization are deemed to satisfy the requirements of Section 13 of the *Employment Standards Act, 2000*.

The continuation of pay under Article 30.07(b) will cease on the earlier of:

- i. The date on which the Employee received her first WSIB benefit payment; or,
- ii. The date on which all sources of income under Article 30.07(b) (i, ii and iii) have been exhausted.

If an Employee makes a claim for WSIB benefits and that claim is subsequently denied, then the Employee will be eligible for the continuation of pay and benefits in accordance with, and subject to, all the requirements of Article 30.05.

30.08 Accommodation and Return to Work

- (a) The Employer recognizes the importance of early and safe return to work and the accommodation of employees with disabilities. In accordance with the Ontario Human Rights Code, the "McMaster University Policy And Procedures On Employment Accommodation" policy, the University's Return to Work Program and Article 8.02, the Parties acknowledge their respective roles in fulfilling the duty to accommodate. The Employer will accommodate employees in accordance with the Code. The Union and the employees will fully cooperate in the arrangement of such accommodation.
- (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 her written consent to the Employer for the release of her medical information to the Union, the Union's Health and Safety Co-ordinator shall be entitled to attend at her return to work meeting, if such a meeting is required by the Employer.

ARTICLE 31 – LABOUR/MANAGEMENT COMMITTEE

31.01 The Union and the Employer acknowledge the mutual benefits to be derived from joint discussion and consultation, and agree to establish a Labour/ Management Committee. This Committee will attempt to foster effective communications and working relationships between the Parties, and to maintain a spirit of mutual co-operation and respect. This Committee will review matters of concern, arising from the application of this Agreement.

31.02 The Labour/Management Committee will be comprised of 3 Union Representatives, of whom one shall be the Unit 4 Chair, and 3 representatives of the Employer, of whom one shall be the Director of Security and Parking Services. A quorum will be 4 members, providing that 2 members of each Party are present. The Committee shall select, from itself, one Union member and one University member to serve as joint Chairs who shall be responsible for preparing a mutually agreed upon agenda and for presiding over the meeting.

31.03 The Employer shall supply support for the Committee to take minutes, circulate notices of meetings and agendas.

- 31.04** The Committee shall approve minutes taken and publicly post minutes and agendas. Agendas shall be posted at least 7 days prior to the date of meeting.
- 31.05** The Committee, when it reaches a decision to make a recommendation, will forward such recommendation to their respective Parties.
- 31.06** The Committee shall meet at least once every 2 months, and at other times as mutually determined. The Parties may mutually agree to cancel any scheduled meeting.
- 31.07** The Parties will maintain regular communication on matters specific to the Special Constables Bargaining Unit.

ARTICLE 32 – UNIFORMS

- 32.01** The Employer agrees to provide at no cost to the employee, her initial uniform in accordance with Appendix B which would be newly purchased. It is understood that such uniforms shall be maintained in presentable condition by employees during their working hours and remain the property of the Employer.
- 32.02** The Employer will provide each employee with an allowance of \$600.00 each year as of May 1 for the employee to use on acceptable uniform and equipment which is inclusive of footwear allowance.
- 32.03** The Employer will provide and maintain a flashlight for each employee.
- 32.04** Equipment and uniform apparel damaged in the line of duty will be replaced without cost or penalty to the employee.
- 32.05** The Employer will reimburse an employee for the cost of replacing a:
- i. watch that is damaged or destroyed in the line of duty, to a maximum of \$50.00 per instance, and
 - ii. sunglasses that are damaged or destroyed in the line of duty, to a maximum of \$100.00 per instance.

ARTICLE 33 – NATIONAL SECURITY

- 33.01** The Canadian Government, either directly or through its agencies, may instruct the Employer with respect to the security of information and materials and personnel permitted to do certain work.

The Union recognizes that the Employer is obliged to meet such instructions and that for such reason the Employer may refuse certain employees access to the work or may transfer employees covered by such instructions.

Article 34 – PART TIME EMPLOYEES

34.01 Hiring of Part Time Employees

- (a) Part Time Employees shall be hired and assigned to fill operational and scheduling needs as determined by the Employer. These operational and scheduling needs include, but are not limited to, vacation coverage, holiday coverage, special events, and shift shortages.

- (b) Should the Employer decide to advertise to fill a Part Time vacancy, such posting shall identify the vacancy as a “Part-Time Special Constable”.
- (c) The number of Part Time Special Constables in the employ of the Employer at any one time will not exceed 100% of the number of Full Time Employees.

34.02 Scheduling of Part Time Employees

(a) Hours of Work

- i. Part Time Employees will be scheduled according to operational needs, in shifts of 4 to 12 hours, normally not more than 32 hours per week.
- ii. Notwithstanding Article 34.02(a)(i), there is no guarantee of hours of work per day or week.

(b) Additional Hours & Overtime

- i. Part Time Employees may be required to work hours in excess of scheduled hours. A Part-Time Employee who is unavailable to work on 3 such occasions over a 6 week period may be terminated by the Employer, and the Union and Part Time Employee shall not have recourse to the Grievance or Arbitration procedures with respect to the termination.
- ii. When required to work additional hours in excess of scheduled hours, a Part Time Employee shall be paid at straight time for all hours worked up to 12 hours per day and 40 hours per week.
- iii. A Part-Time Special Constable shall be paid an overtime premium at the rate of 1½ times her applicable hourly rate for all hours worked in excess of 12 hours per day or 40 hours per week.

34.03 Paid Holidays

- (a) Part Time Employees may be scheduled or required to work on one or more Holidays.
- (b) Part Time Employees are entitled to holiday pay in accordance with the *Employment Standards Act*.

34.04 Tuition Assistance

Notwithstanding Article 22, Part Time Employees will be eligible to receive benefits in accordance with the University’s policy entitled “Tuition Assistance – Active Employees”, pro-rated to 60% of the eligible benefit for Full Time Employees.

34.05 Tuition Bursary

Notwithstanding Article 22, Part Time Employees will be eligible to receive benefits in accordance with the University’s policy entitled “Bursaries for Spouses and Dependents of University Employees”, pro-rated to 60% of the eligible benefit for Full Time Employees.

34.06 Payment in Lieu of Benefits

Notwithstanding Articles 34.04, and 34.05, Part Time Employees shall not be eligible to participate in the Benefits and Pensions Plans outlined in Article 22. Effective July 7, 2013, Part Time Employees shall receive a premium of \$1.00 per hour above their applicable Rate Level for

each hour worked, in lieu of supplementary health and dental benefits, pursuant to Appendix D – Wages.

Article 35 – SPECIAL CONSTABLE DEVELOPMENT ALLOWANCE

The University and the Union are committed to promoting a culture of continuous professional learning and development for all Special Constables. As part of that objective, effective July 1, 2015, the University will provide each employee with an annual Special Constable Development Allowance (SCDA).

- (a) Full Time Employees will be allocated an SCDA of \$1500.00. Part Time Employees will be allocated an SCDA of \$900.00. A pro-rated SCDA will be allocated to a new employee beginning her employment after July 1.
- (b) The SCDA is designated for use by each employee for professional learning and development purposes. Expenses covered by this SCDA include, but are not limited to, conferences, workshops, seminars, optional training, subscriptions to professional publications, and other learning and development opportunities. An employee must obtain approval from her Supervisor before charging an expense against her SCDA.
- (c) Attendance at any professional learning and development event during working hours requires the prior approval of an employee's Supervisor. Subject to operational needs, such approval will not be unreasonably withheld.
- (d) Ineligible expenses will not be processed for payment. Ineligible expenses include tools and services such as equipment, computer software, and email usage. Ineligible expenses also include interest charges on overdue accounts and other personal expenses that, under current tax legislation, would be considered a taxable benefit to the employee.
- (e) An employee cannot carry forward unspent, or borrow against future, SCDA amounts. An SCDA balance cannot be cashed out by an employee who leaves the University.
- (f) As of June 30 each year, any unspent SCDA balance will revert to the Security Services Department for use in training and developing employees.

APPENDIX A – GROUP REGISTERED RETIREMENT SAVINGS PLAN CAW SECURITY UNIT

ELIGIBILITY

- Mandatory enrolment for Full-Time Employees whose initial date of hire was on or after July 1, 2008. Part Time Employees are not eligible.

WAITING PERIOD BEFORE ENROLMENT

- After expiry of probationary period.

CONTRIBUTIONS FOR SPECIFIC SITUATIONS

- Active (regular) employment – Employee deductions on 3.5% of base pay up to the YMPE¹ and 5% of base pay above the YMPE, on a biweekly basis (“Required Contributions”);
- Effective July 8, 2012 Required Contributions will be deducted at the rate of 3.5% of base pay up to the YMPE and 7% of base pay above YMPE, on a bi-weekly basis;
- Employee option to contribute while on pregnancy leave, parental leave, Family Medical Leave and WSIB, at the same rate as active Employee Required Contribution rates, with Employer matching contributions based on active employment rules;
- No option for Employees to contribute while on Unpaid Leave of Absence or Unpaid Sick Leave;
- Voluntary additional contributions to the Canada Revenue Agency maximum total annual contribution level (“Voluntary Contributions”).

EMPLOYER CONTRIBUTION FORMULA

- Matching Employee Required Contributions, no match on Employee Voluntary Contributions.

COVERED PAY

- Regular base earnings.

PAYMENT OF FEES

- Paid from the Plan

¹ YMPE means the year's maximum pensionable earnings as defined by the Canada Revenue Agency. For 2011, YMPE is \$48,300.00 and will increase on a calendar basis.

APPENDIX B – INITIAL UNIFORM

The initial uniform issue shall include:

Body armour and carrier

3 x trousers

4 x shirts

Footwear

Winter coat

Raincoat

Sweater

Gloves

Winter hat

2 x dickie

Radio ear-piece

Single cuff case

Key pouch

Radio clip and holster

Glove pouch

OC holster

ASP holster

Flashlight and case

OC spray

Handcuffs

ASP baton

Draft Document until Final Sent for Printing

APPENDIX C – SCHEDULE OF SEVERANCE ENTITLEMENT

The following will be the minimum level of severance pay:

Complete Years of Service in the Bargaining Unit	Severance Pay in the Form of Weeks of Regular Pay
Less than 1	2
1	2
2	2
3	2
4	2
5	7
6	8
7	9
8	10
9	11
10	12
11	13
12	14
13	15
14	16
15	17
16	18
17	19
18	20
19	21
20	22
21	23
22	24
23	25
24	26
25	27
26 or more	28

The number of weeks of severance pay will also include credit for partial years (complete months) of service. For example an employee with 10 years and 6 months of service will receive 12.5 weeks of severance pay. The 0.5 of a week of severance pay represents the ratio of six months over twelve months.

It is understood that where a break in service occurs, the Employer will include all years of service for the purpose of calculating severance pay, except where severance pay has been paid based on years of service prior to the break, and, with respect to persons terminated for just cause after the effective date of the collective agreement.

APPENDIX D – WAGES

Rate Level	Current	Year 1		Year 2	Year 3	Year 4
		July 1, 2011	Effective January 8, 2012*	Effective July 8, 2012	Effective July 7, 2013	Effective July 6, 2014
3	\$24.86	\$24.86	\$25.11	\$25.11	\$25.74	\$26.45
4	\$25.98	\$25.98	\$26.24	\$26.24	\$26.90	\$27.64
5	\$27.12	\$27.12	\$27.39	\$27.39	\$28.07	\$28.84
6	\$28.25	\$28.25	\$28.53	\$28.53	\$29.24	\$30.04
7	\$29.28	\$29.28	\$29.57	\$29.57	\$30.31	\$31.14
Part Time Employees	\$25.98	\$25.98	\$25.98	\$25.98		

The Wage Grid represents approximate ATB increases of 0%, 0%, 2.5%, and 2.75% in Years 1, 2, 3, and 4 respectively. The dollar figures populating the Wage Grid govern.

* The ATB increase effective January 8, 2012 reflects a 1% increase to rates of pay, and is in lieu of Shift and Weekend Premiums, pursuant to Article 20.03(c).

All new Full Time Employees will commence at Rate Level 3.

All Part Time Employees hired on or before July 6, 2013, will be paid at the rate of \$25.98/hour and the Wage Grid shall not apply. The Wage Grid shall become effective for Part Time Employees on July 7, 2013. All Part Time Employees hired on or after July 7, 2013 will be paid at Rate Level 3. Progression through the Special Constable Rate Levels will be automatic on the employee's anniversary date.

Effective July 7, 2013, all Part Time Employees hired before July 7, 2013, including those currently employed as of the date of ratification, shall be considered to be at Rate Level 4, and July 1 will become their anniversary date for future progression through the Special Constable Rate Levels.

Effective July 7, 2013, Part Time Employees shall receive a premium of \$1.00/hour above their applicable Rate Level for each hour worked, in lieu of supplementary health and dental benefits, pursuant to Article 34.06.

Acting Sergeant Wage rate – Effective August 22, 2011 an employee assigned to an Acting Sergeant position, when designated by the Director or delegate pursuant to the Letter of Understanding regarding Security Services Organizational Structure, will be paid at her applicable Rate Level plus a minimum of 5%.

Investigator wage rate - Effective August 22, 2011 the Investigator will be paid at her applicable Rate Level plus 5.0%.

Community Resource Officer wage rate – Effective August 22, 2011 the CRO will be paid at her applicable Rate Level plus 4.0%.

APPENDIX E – POST RETIREMENT BENEFIT CO-PAY PROGRAM

Full Time Employees hired into the Bargaining Unit on or after July 1, 2011, shall be eligible for Post-Retirement Benefits so long as they:

- (a) have completed the required years of continuing service as at the date of their retirement in accordance with the table below, and have participated in the extended health and dental benefit plans available to Employees during that period; and
- (b) have attained a minimum age of 60 as at the date of retirement;

Upon retirement, eligible retirees may elect to participate or not in the Co-Pay Program. Retirees who elect to participate shall contribute a percentage of the yearly cost of Post-Retirement Benefits to the University, in accordance with the table below. Contributions shall be made on a monthly basis.

The yearly cost of Post-Retirement Benefits to the University shall be determined by the University in the fall of each year, to be effective the following May 1. Retirees who elect to participate may permanently opt-out at any time thereafter, effective the first of a month.

Years of Continuing Service	Percentage of Yearly Cost Payable by Retirees	Percentage of Yearly Cost Payable by University
30 or more	25	75
25 or more but less than 30	50	50
20 or more but less than 25	75	25
10 or more but less than 20	100	0

APPENDIX F – EMPLOYEE CONTRIBUTIONS TO THE HOURLY PENSION PLAN

Employees eligible to participate in the Hourly Pension Plan for Employees of McMaster University in accordance with Article 22.02 shall make Employee Contributions to the Plan in accordance with the following table:

	Employee Contribution Rate on Regular Annual Salary	Employee Contribution Rate on Regular Annual Salary
	Up to YMPE *	In Excess of YMPE
Current	3.50% of wage rate	5.00% of wage rate
Effective March 4, 2012	4.50% of wage rate	6.00% of wage rate
Effective September 2, 2012	5.50% of wage rate	7.00% of wage rate
Effective March 3, 2013	6.00% of wage rate	8.00% of wage rate
Effective February 16, 2014	6.50% of wage rate	8.75% of wage rate

Such Employee Contributions shall be automatically deducted from Employees' bi-weekly pay.

* YMPE means the year's maximum pensionable earnings as defined and set by the Canada Revenue Agency each year. For 2011, YMPE is \$48,300 and will increase on a calendar basis.

APPENDIX G – WORKING PAST AGE 65

For those Full Time Employees who continue to work past the age of 65, the following provisions will apply:

- i. The Employee's LTD coverage ends on June 30 following the attainment of the age of 65. The Employee's LTD premium payment will end on this date minus the length of the applicable elimination period (Sick Leave Indemnity Program). These dates correspond to the current contractual language as it relates to mandatory retirement.
- ii. The Out-of-Province Emergency Medical coverage will continue until December 1 of the calendar year in which the Employee attains age 69, at which point it will convert to the retiree Out-of-Province Emergency Medical benefit (\$10,000 lifetime). The University has negotiated with Blue Cross to extend this from the current provision of July following age 65.

Letter of Understanding: SUBCONTRACTING

In consideration of the Union's agreement to a 50-month term and notwithstanding Article 23, for the period beginning August 22, 2011 and ending October 31, 2014, inclusive, the University will not implement any subcontracting that would result in a layoff or reduction in hours of an Employee. This Letter of Understanding shall be null and void and cease to be effective on November 1, 2014.

Letter of Understanding: NO LAYOFFS

In consideration of the Union's agreement to a 50-month term and notwithstanding Articles 4 and 26, for the period beginning August 22, 2011 and ending December 31, 2013, inclusive, the University will not layoff any employees. This Letter of Understanding shall be null and void and cease to be effective on January 1, 2014.

Letter of Understanding: JOB DESCRIPTIONS

The Parties agree that within 90 days of the date of ratification, the Employer will develop job descriptions for each position within the Bargaining Unit. Employees will be given an opportunity to review and provide comment on the job descriptions.

Letter of Understanding: CRO and INVESTIGATOR

The CRO and Investigator positions were established as Special Constable positions to provide an opportunity for interested officers to acquire experience in community policing skills at the community liaison level through direct interaction with all levels of the Campus Community and to provide experience in criminal investigations and case management.

The CRO and Investigator positions will be for terms of two years each. At the end of each term, the Director may re-post the position for interested Full Time Employees to apply, other than the incumbents.

The best qualified applicant will be selected for the CRO and Investigator positions, respectively, in accordance with Article 19.05. If no Full Time Employee expresses interest in either position at the time of posting, the Employer may re-offer the position to the incumbent(s) if so interested.

The current incumbents will remain in their positions until the end of their respective terms.

Letter of Understanding: LEGAL INDEMNIFICATION

The Parties agree that where an employee is charged with a criminal, civil or statutory offence arising from an employee's actions performed in good faith and within the scope of the employee's duties and where subsequently there is a finding of not guilty or not liable on the part of the employee, then the University agrees to reimburse the employee for the necessary and reasonable legal costs incurred by the employee in the defense of such charges.

Letter of Understanding: COMPLAINT PROCESS

In the event the University receives a complaint with respect to the alleged misconduct of a Special Constable, the University will investigate.

It is within the discretion of the Director whether or not to deal with a complaint. The Director may decide not to deal with a complaint at any time before or during an investigation if it is determined that:

- a) the complainant is not the person directly affected, or;
- b) the complaint is frivolous, vexatious or made in bad faith, or;
- c) the complaint has been made more than eight (8) months after the alleged incident.

Where the Director causes the complaint to be investigated, she will identify the Special Constable who is involved in the complaint and notify her in a timely fashion, including the particulars of the complaint. A copy of the notification shall be provided to the Chairperson of CAW Local 555 Unit 4 or appropriate Union Representative.

The involved Special Constable and the Chairperson of CAW Local 555 Unit 4, or appropriate Union Representative, will be advised of the investigation's progress.

At the conclusion of the investigation the Director shall cause a written report to be produced, review the written report, and adjudicate the complaint. The Director will prepare a decision letter that will be provided to the complainant and the involved Special Constable with a copy forwarded to the Chairperson of CAW 555 Unit 4, or appropriate Union Representative.

In any event, this Letter of Understanding shall have no effect on the application of Article 12.

Letter of Understanding: COMPRESSED WORK WEEK

Subject to Article 15.02(b):

(a) Notwithstanding the definition of "Shift" in Article 3.01, for the duration of this Agreement, a "Shift" will be defined as "a continuous tour of duty, normally 12 hours in length inclusive of meal and break periods, during which an Employee is at work."

(b) Notwithstanding Article 15.02(a), Employees will normally be scheduled to work twenty 12-hour shifts in a 6-week cycle, such that the normal hours per week average 40.

This Letter of Understanding shall be null and void and cease to be effective upon the expiry of this Collective Agreement.

**Letter of Understanding: SECURITY SERVICES ORGANIZATIONAL STRUCTURE -
Acting Sergeant Position**

During the period August 22, 2011 to June 30, 2012, the Department of Security Services will transition toward a new organizational structure that will, for the term of this Agreement, include 4 Squads, 3 of which will be led by TMG Sergeants, and 1 of which will be led by an Acting Sergeant from within the Bargaining Unit. In addition to the Sergeants/Acting Sergeant, each Squad will be comprised of at least 2 Full Time Special Constables and 2 Part Time Special Constables. Further, it is the intention of the University to hire an additional Full Time Special Constable as a Dispatcher in CAW Unit 1 leaves through attrition. Ultimately, each Squad will have 3 Full Time Special Constables sharing dispatch duties equally in a Shift.

With respect to the Acting Sergeant position, the following shall apply:

1. Appointments and Promotions to the position of Acting Sergeant shall be made pursuant to Article 19.
2. An Acting Sergeant appointment shall be for a term not to exceed 1 year in duration.
3. An employee will not be eligible to hold the position of Acting Sergeant for 2 consecutive terms.
4. The duties of an Acting Sergeant will be identical to those of a Sergeant, with the exception of the authority to hire, fire, or discipline employees. As part of her duties, an Acting Sergeant will provide input into the performance appraisals (i.e. work assessments) of employees; appraisals will be signed by the Director, Security Services.
5. An Acting Sergeant shall be paid at her applicable Rate Level plus a minimum of 5%.

Letter of Understanding: IMPLEMENTATION OF NEW SCHEDULES

Approval of time off granted as of the date of ratification shall not be rescinded as a result of the application of Article 15 (Hours of Work) or the Letter of Understanding regarding *Compressed Work Week*.

In or about June 2012, as part of the Labour Management Committee meeting, the Union and the Employer shall meet to discuss any issues of concern to either Party arising out of the implementation of the new schedule.

Letter of Understanding: IMPLEMENTATION OF SICK LEAVE INDEMNITY

Notwithstanding Article 30.05, the Salary Continuance Plan in effect June 30, 2011 will remain in effect up to and including December 31, 2011. Effective January 1, 2012, the Salary Continuance Plan will cease to exist. The Sick Leave Indemnity Program (the "Program") in accordance with Article 30.05 shall be effective from January 1, 2012, with the exception that the "Maximum Hours Pay per Benefit Year" for service more than 12 months for the Benefit year July 1, 2011 to June 30, 2012 shall be 350. For each Benefit Year thereafter, the "Maximum Hours Pay per Benefit Year" for service more than 12 months shall be 700.

Letter of Understanding: LUMP SUM PAYMENTS

1) Lump Sum Payment to all employees:

- (a)** Full Time Employees employed in the Bargaining Unit as of the date of Tentative Agreement shall be paid a one-time payment in the gross amount of \$1500, subject to all applicable statutory deductions and remittances.
- (b)** Part Time Employees employed in the Bargaining Unit as of the date of Tentative Agreement shall be paid a one-time payment in the gross amount of \$900, subject to all applicable statutory deductions and remittances.
- (c)** Eligible employees will receive the payment by direct deposit on the first regular pay date following the date of ratification.

For clarity, the following employees are eligible to receive this Lump Sum Payment:

Angelis, Tamara	Jeffery, Aaron (PT)
Clement, Chris	McKee, Kelly
Connolly, Sean	Noble, David
Hamilton, Gregory (PT)	Nunn, Robert
Hayter, Melanie	Paolini, Krista
Holley, Ian	Rogers, Tyler
Ingerman, Erik (PT)	Smith, James (PT)
James, Ian	Smith, Mark

2) Lump Sum Payment to offset Full Time Employees' Increased Pension Contributions:

- (a)** Full Time Employees enrolled in the Contributory Pension Plan for Hourly-Rated Employees of McMaster University, including McMaster Divinity College and employed in the Bargaining Unit as of June 30, 2013 shall be paid a one-time payment based on the grid below, subject to all applicable statutory deductions and remittances.
- (b)** Eligible Employees will receive the payment by direct deposit on the first regular pay date following June 30, 2013.

Current Classification (as of June 30, 2011)	Lump Sum Payment
Senior Special Constable (Current Level 5)	\$1,086.53
Senior Special Constable (Current Level 7)	\$1,178.20
Investigator	\$1,240.16

Letter of Understanding: RETIREMENT INCENTIVE

The Offer for Retirement Incentive provided to Bob Nunn and Kelly McKee in the current round of Collective Bargaining will remain available to them until April 30, 2015. Should either Mr. Nunn or Ms. McKee elect to participate in this Retirement Incentive, he/she must provide at least 2 months written notice to the Director, Security Services, in advance of his/her voluntary retirement, which shall be on an April 1 of any year during the life of this contract. This Letter of Understanding shall expire on April 30, 2015.

Letter of Understanding: IMPLEMENTATION OF IMPROVEMENTS TO TERMS AND CONDITIONS FOR PART TIME EMPLOYEES

Notwithstanding the following:

Article 34.04 (Tuition Assistance)
Article 34.05 (Tuition Bursary)
Article 34.06 (Payment in Lieu of Benefits)
Article 27.01 (Bereavement Leave)
Article 27.02 (Jury Duty/Court Service)
Article 27.05 (Family Leave – Pregnancy/Parental Leave SUB Benefit)
Article 27.06 (Family Medical Leave – SUB Benefit)
Article 27.07 (Union Leave)
Article 27.08 (Public Service Leave)
Appendix D (Wages and Premium in lieu of Benefits)

The application of these provisions to Part Time Employees will become effective July 7, 2013.

Further, notwithstanding Article 17, the Entitlement Schedule for Part Time Employees shall become effective June 30, 2014.

Signed this _____ day of _____, 2010

FOR THE UNION

FOR THE UNIVERSITY

Draft Document until Final Sent for Printing