

## TABLE OF CONTENTS

ARTICLE #	ARTICLE	PAGE #
1	SCOPE & PURPOSE	1
2	RECOGNITION	1
3	DEFINITIONS	1
4	MANAGEMENT RIGHTS	3
5	UNION REPRESENTATION	3
6	NO DISCRIMINATION	6
7	UNION SECURITY	8
8	INFORMATION	8
9	NO STRIKE OR LOCKOUT	9
10	GRIEVANCE PROCEDURE	9
11	COUNSELLING, DISCIPLINE AND DISCHARGE	12
12	HOURS OF WORK	13
13	POSTINGS AND APPOINTMENTS	16
14	PROBATIONARY PERIOD	19
15	EMPLOYEE EVALUATIONS	19
16	WAGES	20
17	INSTRUCTIONAL RESOURCES	20
18	HEALTH AND SAFETY	21
19	LEAVES OF ABSENCE	25
20	VACATIONS AND PUBLIC HOLIDAYS	28
21	BENEFITS	29
22	CUPE LOCAL 3906 DENTAL PLAN	29
23	TERM	30
24	LEGAL LIABILITY	31
SCHEDULE A	WAGES	32
<b>LETTERS OF UNDERSTANDING</b>		
	HOURS OF WORK	33
	LUMP SUM PAYMENT	33
	POSTINGS AND APPOINTMENTS	33
	UNPAID PERSONAL LEAVE	33
	ELECTRONIC MONITORING	34
	POLICIES AFFECTING TERMS AND CONDITIONS OF EMPLOYMENT	34
	DENTAL PLAN TRANSITION	34
APPENDIX A	TEACHING ASSISTANT JOB POSTING	37
APPENDIX B	HOURS OF WORK FORM	38

## **ARTICLE 1 – SCOPE AND PURPOSE**

- 1.01** The Scope and Purpose of this Collective Agreement are to maintain an orderly employment relationship between parties; to provide machinery for the prompt and equitable resolution of non-academic grievances and disputes; to promote co-operation and understanding between the Employer and members of the bargaining unit; and to recognize the mutual value of joint discussions and negotiations in matters pertaining to the improvement of working conditions, scale of wages, and other non-academic matters.
- 1.02** Although the primary objective of this Collective Agreement pertains to the resolution and improvement of non-academic matters, the Employer recognizes all members of CUPE 3906, Unit 1 as valuable members of the McMaster University teaching and academic community.
- 1.03** The parties acknowledge their joint responsibility to encourage teaching excellence and that these acknowledgements include the recognition of the contributions of all members of CUPE 3906, Unit 1.

## **ARTICLE 2 – RECOGNITION**

- 2.01 (a)** The Employer recognizes the Canadian Union of Public Employees/Syndicat canadien de la fonction publique as the sole and exclusive bargaining agent for all its part-time employees, including professional engineers, in Ontario, employed as teaching assistants, demonstrators, tutors and super tutors, markers, and research assistants who receive a research assistantship in lieu of a teaching assistantship, save and except those persons employed in a managerial capacity or in a confidential capacity with regard to labour relations. A part-time employee is defined as one who, subject to the provisions of Article 12, normally works an average of 10 hours per week or less to a maximum of 260 hours. Normally this work is carried out over 2 academic terms within an academic year. One of the terms may be a summer term. For the purposes of clarity, this Article excludes faculty, postdoctoral fellows, research associates, research fellows, senior demonstrators, instructional assistants, and user assistants at the Computing Centre.
- (b)** For clarity, a Research Assistant who receives a research assistantship in lieu of a teaching assistantship is an employee who is eligible for a teaching assistantship under Article 13 and to whom a faculty member has arranged to assign a specific research project instead.

## **ARTICLE 3 – DEFINITIONS**

“**academic unit**” or “**department**” for the purposes of Articles 5.01, 10.01, and 17.01 may refer to a Department or school or program, but in any event, it is meant to refer to the academic unit which employs a teaching assistant, but not necessarily to the unit in which the teaching assistant is registered as a student.

“**academic year**”, for the purposes of this contract, is defined as the period of time from September 1<sup>st</sup> to August 31<sup>st</sup> inclusive, and is divided into 3 academic terms. The periods of the 3 academic terms are:

- September 1<sup>st</sup> to December 31<sup>st</sup>;
- January 1<sup>st</sup> to April 30<sup>th</sup>;
- May 1<sup>st</sup> to August 31<sup>st</sup>.

“**bargaining unit**” means the bargaining unit described in Article 2.

“**bargaining unit member**” or “**employee**” means a person employed by the Employer who holds an appointment in the bargaining unit described in Article 2.

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

**“Chair”** means the Chair of a Department and includes the equivalent title for the head of an academic unit within the University that does not have a “Chair” but rather a “Director” or “Area Chair” or the like.

**“Collective Agreement”** means the Collective Agreement between McMaster University and The Canadian Union of Public Employees, Local 3906 in respect of the bargaining unit for Teaching Assistants, Demonstrators, Tutors, Super Tutors, Markers, Research Assistants (in lieu of Teaching Assistantship), which unit may hereinafter be referred to as “Unit 1” or “the TAs.”

**“day”** means a calendar day unless otherwise specified.

**“designate”** means an individual who is authorized by a person specifically identified in this Collective Agreement to act on his/her behalf.

**“Employer”** means McMaster University.

**“ELR Representative”** means a member of the Employee/Labour Relations Unit in the Employer’s Department of Human Resources Services who has been appointed by the Assistant Vice-President and Chief Human Resources Officer to represent the Employer in any communications and/or meetings convened pursuant to this Collective Agreement.

**“Employment Supervisor”** is defined as the course instructor or faculty member who is the immediate supervisor in the employment relationship.

**“Faculty”** includes each of the DeGroote School of Business, the Faculty of Engineering, the Faculty of Humanities, the Faculty of Science, the Faculty of Health Sciences, and the Faculty of Social Sciences, as appropriate to the context in which it is referenced.

**“Grievance Procedure”** refers to the process set out in Articles 10.01 to 10.14 for addressing complaints or differences between the parties arising from the interpretation, application, administration, or alleged contravention of this Collective Agreement.

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

**“Spouse”** means, either of 2 persons who:

- i) are married to each other; or
- ii) are not married to each other and are living together in a conjugal relationship,
  - a) continuously for a period of time of not less than 1 year; or
  - b) of some permanence, if they are the natural or adoptive parents of a child, as parents is defined in Section 1 of the *Family Law Act*, R.S.O. 1990,c.F.3.

For clarity, the parties understand that the above definition is superseded by any definition of “spouse” that may be used by the Union’s benefit provider for purposes of administering the Union-contracted benefits under this Collective Agreement.

**“Steward”** means an employee who has been elected or appointed from within the bargaining unit, as per the Local’s by-laws, to represent bargaining unit members in matters pertaining to the application or administration of this Collective Agreement.

**“the parties”** means McMaster University and the Local or the Union as indicated by context.

**"Union"** means the Local in its capacity as the representative of Unit 1.

**"Union Representative"** means a person who is employed by the Local or who has been duly authorized to represent the Union through election or appointment in accordance with the Local's by-laws.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

**4.01** The Union recognizes that the management of the University is fixed exclusively in the Employer, subject to the provisions of this Collective Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline, and efficiency;
- (b) hire, appoint, re-appoint, not appoint, assign, transfer, lay-off, recall, direct, discharge, and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without just cause may be the subject of a grievance, to be dealt with as hereinafter provided;
- (c) plan, direct and control operations; determine job classifications, job requirements, and hours of work; determine work assignments, methods, schedules, procedures, and standards;
- (d) determine the size, composition, and deployment of the workforce;
- (e) put into effect, enforce, and alter reasonable policies, rules and regulations governing the conduct of the Employer and the employees.

**4.02** The Employer agrees that it will not exercise its rights as set out in this Article in a manner inconsistent with this Collective Agreement and confirms its commitment to administer this Collective Agreement reasonably such that its decisions must not be arbitrary, discriminatory, or made in bad faith. The Union agrees that the fact of the Employer exercising its rights under the Article shall not constitute harassment.

**4.03** The Employer further agrees that it will exercise its rights as set out in this Article in a manner that is reasonable.

#### **ARTICLE 5 – UNION REPRESENTATION**

**5.01(a)** The Employer recognizes the right of the Union to appoint up to 4 stewards to represent each Department, providing that such stewards are employed through the Department. Where the Union consolidates departmental representation, the steward(s) must be employed through 1 of the consolidated Departments he/she represents. Stewards may represent all employees in the same Department regardless of the "academic unit" to which the employees are assigned. The Chief Steward or his/her delegate within the academic unit or the President will exercise the rights of the steward in the following situations:

- i) where there are no stewards appointed in that academic unit; or
- ii) where stewards from more than one Department could represent employees in that academic unit; or
- iii) where the stewards are not available.

**(b)** The Employer will allow a Union representative to facilitate steward elections in each academic unit on the understanding that the Union representative and the elections will not interfere with

employee working time or with the operation of the Department. The timing of such elections will be done in consultation with departments to ensure a mutually beneficial time.

**5.02** The Employer will recognize a Union bargaining team that includes up to 8 bargaining unit members who are employees, or who were employees under the most recent Collective Agreement, in the capacity of Union bargaining representatives. The Union and the Employer agree to limit membership on their respective bargaining teams to a total of 12 each.

**5.03(a)** The Parties recognize that all employees in the bargaining unit, including Stewards, bargaining team members, and Local Executive members, have regular duties to perform as employees of the Employer. Therefore, Stewards and other representatives appointed pursuant to this Agreement will not leave their duties without consent from their employment supervisor (or in his/her absence, the Department Chair) and such consent will not be unreasonably withheld. When in the course of negotiating or administering this Agreement an employee, acting in an official capacity for the Union, is meeting with representatives of the Employer, the parties will use their best efforts to arrange for mutually convenient meeting times that do not conflict with the employee's duties. In the event that a mutually agreed meeting time does conflict with such duties, it is the joint responsibility of the employee and his/her employment supervisor to arrange for the missed time to be made up in such a way that the employee will not suffer any loss of wages.

**(b)** In exceptional circumstances, an employee may request to attend meetings or conventions to represent the Union. If such a request is granted by his/her Employment Supervisor, it is the joint responsibility of the employee and his/her Employment Supervisor to arrange for the missed time to be made up in such way that the employee will not suffer any loss of wages.

**5.04 Joint Labour Management Committee (JLMC)**

**(a)** Terms of Reference: The parties acknowledge the mutual benefits to be derived from joint consultations and agree, therefore, that there shall be a Joint Labour Management Committee (JLMC) comprising representatives of the Employer and representatives of the Local's bargaining units with the purpose of fostering effective communications and labour relations between the parties during the term of this Agreement. Additionally, consultation and discussion in this forum is intended to further the "Scope and Purpose" of the parties' 3 Collective Agreements. Accordingly, the parties have adopted the following Terms of Reference:

**(b)** Membership and Participation: Each party will determine its representatives at any meeting of the JLMC to a maximum of 7. Of the Local's 7 representatives, at least 1 must be appointed from the bargaining unit. Normally, for the Local, this representation will include the Local President and the Staff Representative(s), and, for the Employer, the Associate Vice-President and Dean of Graduate Studies, the Associate Vice-President Academic, and an E/LR Representative. The parties understand and agree that on occasion it may be necessary, due to absence or time constraints, for 1 of the individuals named herein to appoint a designate to attend the JLMC meeting in his/her place.

**(c)** Meetings: The JLMC will meet in September, November, January, March, May, and July of each year or by mutual agreement. The dates for these meetings will be determined by the parties at the preceding meeting or by mutual agreement thereafter. Meetings will normally be for 2 hours.

**(d) Committee Chair:** The Union will appoint a Chair to the JLMC.

**(e) Agendas:** The parties will exchange agenda items 1 week prior to each meeting and the Chair will issue an agenda 1 week prior to each meeting. Background materials which may accompany an agenda item will be made available 1 week prior to the meeting to which they pertain. With time permitting, and the consent of those in attendance, additional items may be added to an agenda. Items shall be presented by the parties in alternating sequence, beginning with the Local.

- (f) **Guests:** With the approval of the other party the Union or the Employer may invite (a) guest(s) to a JLMC meeting for the purpose of providing the JLMC with information or expertise.
  - (g) **Minutes:** Both parties will take minutes of each meeting.
  - (h) **Administrative Support:** The Employer will be responsible for canvassing dates and locations for the meeting and will provide this information to the Chair.
  - (i) **Appropriate Topics:** Agenda items may include any topic of interest or concern to either party, provided that it does not deal with the specifics of a current grievance. Unless agreed otherwise by the parties, meetings shall address issues pertaining solely to bargaining units not engaged in a period of collective bargaining. Agenda items can include bargaining unit specific matters. The Employer recognizes the work of members of the bargaining unit which supports the academic mission of the University. As such, agenda items can also include items that may arise as a result of their instructional activities.
  - (j) **Authority:** Depending on the nature of the issue, representatives of the parties may be comfortable in reaching decisions at a JLMC meeting. However, representatives cannot make decisions that are formally binding on either party. Rather, representatives may agree to recommend acceptance of a course of action to their respective principals, with formal agreement on the issue being confirmed separately between the parties.
  - (k) **Wages:** Attendance at such meetings by representatives who are employees in the bargaining unit will be covered by the provisions of Article 5.03 of this Agreement and such employees will not be entitled to additional compensation for attendance at JLMC meetings.
  - (l) **Other:** The parties may determine by consensus additional Terms of Reference that provide for the effective administration and operation of the JLMC. Such additional terms will be included in the minutes.
- 5.05** Each party agrees to meet to discuss any matters related to this Agreement only with those persons properly authorized to represent the other party. To this end, the Union and the Local, as applicable, will supply the Employer with the names of its executive committee, stewards, staff representative(s), and administrative staff, and will keep the Employer informed of any changes to that list in a timely fashion. Likewise, the Employer will supply the Union with a list of those persons properly designated to discuss matters concerning this Agreement and will inform the Local of any changes to that list in a timely fashion.
- 5.06** Subject to the terms of Article 10, all correspondence between the parties arising out of this Agreement or its negotiation or any matter incidental thereto, shall pass directly to and from the Assistant Vice-President and Chief Human Resources Officer (or his/her designate), McMaster University, Hamilton, Ontario, and the Local Executive, Canadian Union of Public Employees (CUPE/Scfp), McMaster University, Hamilton, Ontario.
- 5.07** The Employer will provide the Union with copies of Departmental Handbooks, if any, that are directed at groups of bargaining unit employees and that pertain to this Agreement.
- 5.08** Only the President of the Local (or his/her designate) is permitted to make any written or verbal agreement that conflicts with the terms of this Agreement.
- 5.09(a)** In the event of organizational change(s) involving the elimination, amalgamation, or creation or other re-organization of a Department or Departments or Faculty or Faculties, the Employer will meet with the Union to discuss the general nature of the impending change(s) and the effect of the change(s) on the employee in the Department(s) affected. This meeting may be facilitated through the Joint Labour Management Committee.

- (b) Where an individual Department reorganizes programs or courses so that fewer appointments are required, every effort will be made to implement the change at the end of the Term. The Union may raise the matter for discussion at a JLMC.

## **ARTICLE 6 – NO DISCRIMINATION**

- 6.01 (a)** The parties agree that all Employees shall be entitled to a respectful workplace free of discrimination, sexual harassment, and workplace harassment. As of the date of the ratification of this Agreement, the University has policies on these topics, including: Discrimination, Harassment, and Sexual Harassment: Prevention and Response Policy; Violence in the Workplace Policy; and Sexual Violence Policy.

The parties acknowledge that nothing in these Policies is meant to supersede the terms and conditions of the Collective Agreement. In the event that the provisions of these Policies contradict the Collective Agreement, the Collective Agreement governs, to the extent of the contradiction.

- (b) The parties agree that there shall be no discrimination, interference, harassment (including sexual harassment), intimidation, or coercion exercised or practiced by either of them with respect to any employee in the bargaining unit concerning the application of the provisions of this Collective Agreement, by reason of the following: the employee's membership or non-membership in the Union; the employee's activity in the Union or the exercise of his/her lawful rights arising there from; the employee's age, race, creed/religion, colour, nationality, citizenship, place of origin, ancestry, sex, gender, marital status, disability as disability is defined in the *Human Rights Code* of Ontario [which include Acquired Immune Deficiency Syndrome (AIDS), AIDS related illnesses, and positive Immune Deficiency Virus (HIV+)]; the employee's political belief or affiliation, the employee's academic orientation or school of thought; the employee's sexual orientation, same sex partnership status, transsexual transition status, gender expression, and gender identity; or any ground prohibited by the *Ontario Human Rights Code*, R.S.O. 1990, c.H-19, as amended.

- 6.02 (a)** It is the Employer's responsibility to maintain an environment in which employees remain free from harassment as it is defined within this Collective Agreement, including intimidation, reprisals and any threats, explicit or implied, which are designed to or might reasonably be understood to dissuade an employee from exercising his/her rights under this Article 6.

- (b) The parties agree to a definition of harassment, including racial harassment, as follows:

- (i) 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; or
- (ii) workplace sexual harassment.

Workplace harassment also includes a reprisal or a threat of reprisal for lodging a grievance alleging a violation in Article 6 where the reprisal or threat is made by a person in a position to confer, grant, or deny a benefit or advancement to the employee. The parties recognize that a single incident and/or conduct online may constitute workplace harassment.

- (c) The parties agree to a definition of workplace sexual harassment, as follows:

- (i) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome; or

- (ii) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant, or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Workplace sexual harassment also includes a reprisal or threat of reprisal by a person in a position to confer, grant, or deny a benefit or advancement to the employee for rejecting a sexual solicitation or advance or for lodging a complaint under the University's Policy or the terms of this Collective Agreement alleging workplace sexual harassment. The parties recognize that a single incident and/or conduct online may constitute workplace sexual harassment.

**6.03** The parties agree that there shall be no discrimination, interference, harassment, intimidation, or coercion exercised or practiced by either of them with respect to any employee in the bargaining unit concerning the application of the provisions of this Collective Agreement by reason of academic orientation or school of thought, subject to the instructions of their employment supervisor and the University's right to determine course content.

**6.04** 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 use one or more options including, but not limited to, the following:

- i. take direct action by informing the individual who is the source of the behaviour 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;
- ii. consult with one of the three Intake Offices that administers the Discrimination, Harassment, and Sexual Harassment Policy: Employee/Labour Relations, Equity and Inclusion Office, and the Faculty of Health Sciences Professionalism Office;
- iii. initiate an informal complaint with a Person in Authority at the University, or with an Intake Office, and seek assistance in addressing the issue through an informal resolution process;
- iv. initiate a formal complaint under the Policy with one of the Intake Offices, or a grievance under Article 10 with the assistance of a Union Representative;
- v. file a complaint with the Ontario Human Rights Tribunal;
- vi. consult with a Union Representative or CUPE's Equity Action Officer and seek assistance in addressing the issue.

**6.05** Where an employee alleges that he/she has been subjected to any form of harassment as defined in Article 6.02(c), he/she may request that his/her employment duties be adjusted and the Employer will make arrangements to adjust employment duties or take other action(s) to limit, or where reasonably possible to end, employment contact with the alleged harasser. Adjusted employment duties and other accommodation(s) that have been put in place pursuant to this Article will expire upon the resolution of the matter or at the conclusion of the employee's employment, whichever occurs first. The employee will not lose any wages, rights, or benefits as a result of this arrangement.

**6.06** The parties agree that employees are protected under any current and future whistle-blower policies of McMaster University and that no employee will suffer any reprisals for good faith complaints on matters covered under such policies.



## **ARTICLE 7 – UNION SECURITY**

- 7.01 (a)** The Employer will, during the term of this Collective Agreement, deduct from the pay of each member of the bargaining unit Union dues in the amount specified in writing from time to time by the Treasurer of the Local, and shall remit same, accompanied by a list of employees and their unique employee identifiers from whose pay deductions have been made and the amount of such deductions, in an agreed upon electronic format no later than 1 week after the deductions have been made.
- (b)** In the event that the Employer fails to deduct dues from a member of the bargaining unit for work which the member has completed, the Employer will correct such failure during the next pay period, or at the employee's election by an agreed upon re-payment schedule within the duration of the employee's contract. Before filing a grievance for failure to properly deduct Union dues, the Union will advise the Employer in writing on a timely basis to provide the Employer with an opportunity to correct the matter.
- (c)** The Union will provide the Employer with 30 days' notice of any change to the amount to be deducted from the pay of bargaining unit members pursuant to Article 7.01.
- 7.02** The Union shall indemnify and save the Employer harmless from any legal actions or liabilities arising from the application of Article 7.01.
- 7.03 (a)** The Employer agrees to release from their employment up to 4 employees for CUPE/Scfp executive business for a cumulative total of 520 hours in an academic year. Such release hours must be taken in a manner that is consistent with the total number of hours assigned within an academic term.
- (b)** No more than 1 employee per Department may access this release time in the same academic term without written agreement from the Department Chair. Such agreement will not be unreasonably denied. The employees are to be named by CUPE/Scfp as soon as possible and not later than 60 days before the start of the academic term in which release time is sought. The academic year in which release from employment is taken, shall count as 1 of the succeeding years of study referred to in Article 13.02 (a) and (b), but the entitlement to Teaching Assistant employment for any remaining succeeding years of study shall not be affected.

## **ARTICLE 8 – INFORMATION**

- 8.01 (a)** Within 7 days following the end of each month and based on the most accurate information to which the Employer has access, the Employer agrees to provide an alphabetized list of all bargaining unit employees, including each person's given name and surname, preferred gender identification, a unique employee identifier, Department of work, mailing address as available on payroll in the month that the employee commences his/her work, optimal personal telephone number, McMaster email address, and visa student indicator as currently listed in Graduate School records. This information will be provided in electronic format.
- (b)** To the extent that such information is available to the Employer, the Employer agrees to include in the list referenced in Article 8.01(a) above, information about the total number of bargaining unit employees in each of the following categories: (i) number of males; (ii) number of females; (iii) number of married employees; (iv) number of single employees.
- 8.02 (a)** Following the parties' mutual agreement on the final text, the Employer will have copies of this Collective Agreement printed within thirty 30 days of ratification by both parties.
- (b)** The Union will be entitled to as many copies of this Collective Agreement as it desires and will reimburse the Employer for the costs of these copies. The Employer will provide the Union with

a copy of this Collective Agreement in an agreed upon electronic format. The copies of this Collective Agreement shall be printed by Media Production Services and feature the union bug.

**(c)** The Employer will:

- (i) make copies of the revised Collective Agreement available within one month of the printing of this Agreement in all Human Resources Services Offices and academic units; and
- (ii) provide direct access, via an email link, one month after the start of each semester, to a copy of this Collective Agreement to each newly hired employee, at no cost to the employee upon commencement of his/her initial assignment, unless a printed copy is requested by the employee.

**8.03 (a)** The Employer shall provide an area of bulletin board space (with minimum dimensions of 70 centimetres and 50 centimetres) in or near each Department main office. This shall be clearly marked "Sessional Faculty, Teaching Assistants, Postdoctoral Fellows, Other CUPE Local 3906 bargaining units" and will be for the use of official Union notices. The parties agree that this Article 8.03(a) shall not require the Employer to change the location of any current bulletin boards.

**(b)** The Employer will ensure that all bargaining unit members are informed of the location of bulletin boards in their academic unit or employment area one month after the start of each semester.

**(c)** The Employer shall inform the Union in writing of any new bulletin boards or any change in location of existing boards.

**8.04 (a)** The Employer agrees that communication from the Union to its membership is important. Mailbox facilities vary from Department to Department; however, the Employer will make every effort to provide adequate mailbox facilities to facilitate this communication.

**(b)** For Teaching Assistants, including all Undergraduate Teaching Assistants, who do not already have access to a mailbox in an academic unit, the University undertakes to provide, at a minimum, 1 mailbox per 10 (or portion thereof) such Teaching Assistants in the academic unit.

#### **ARTICLE 9 – NO STRIKE OR LOCKOUT**

**9.01** There shall be no strike or lockout during the term of this Collective Agreement. The words "strike" and "lockout" shall be as defined in the Ontario *Labour Relations Act, 1995* (S.O. 1995, c.1, Sch. A, as amended).

**9.02** In the event that any person represented by a trade union and employed by the Employer, other than those represented by the Union, engages in a lawful strike or is lawfully locked out, members of CUPE 3906, Unit 1 will not be required to perform work normally performed by such person. The Employer will ensure that all employment supervisors are informed that members of the bargaining unit should not be requested to do such work.

#### **ARTICLE 10 – GRIEVANCE PROCEDURE**

**10.01 (a)** It is the Employer's responsibility to maintain an environment in which employees remain free from harassment, intimidation, and any threats, explicit or implied, which are designed or might reasonably be understood to dissuade an employee from exercising his/her rights under Article 10, or any other right provided for in this Collective Agreement.

**(b)** The parties agree that all grievances will be discussed, disseminated, or otherwise shared by each of them on a need to know basis as determined by each of them at their discretion.

- (c) To ensure that complaints of employees are remedied as quickly as possible, the parties agree that the procedure for submitting and dealing with grievances, which shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of this Collective Agreement, shall be as follows:

(i) Step 1: The employee may submit a written grievance signed by himself/herself and his/her Steward or Union representative, to the Chair (or the Chair's equivalent or designate) of the Department in which the employee works within 15 business days after receiving the reply of the employment supervisor. The nature of the grievance and the remedy sought shall be clearly set out in the grievance. The Department Chair or his/her equivalent or designate will deliver his/her decision in writing within 15 business days following the day on which the grievance was submitted to him/her. Failing settlement at this Step, then:

(ii) Step 2: Within 15 business days following a decision under Step 1, the grievor(s) may present the written grievance to the Dean of the Faculty (or his/her designate) in which the grievor is employed, or Associate Vice-President, Academic (or his/her designate) if the academic unit is not administered by a particular Faculty. The Dean or Associate Vice-President, Academic (or his/her designate) will hold a meeting with the grievor(s), the Steward or Union Representative who signed the grievance and, at the Dean's or Associate Vice-President, Academic's (his/her designate's) discretion, an E/LR Representative to discuss the grievance. The Dean or Associate Vice-President, Academic (or his/her designate) will give his/her written decision within 15 business days after the date on which the grievance was submitted to him/her. Failing settlement at this Step, then:

(iii) Step 3: Within 15 business days following a decision under Step 2, the employee(s) may submit the written grievance to the Associate Vice-President, Academic. The Associate Vice-President, Academic (or his/her designate), will convene a meeting with the grievor(s), the Steward or Union Representative who signed the grievance and 2 other representatives designated by the President of the Local and, at the Associate Vice-President's or designate's discretion, an E/LR Representative, to discuss the grievance. The Step 3 reply is required in writing within 15 business days after the date on which the grievance was submitted to him/her. Failing a satisfactory settlement at this Step, the grievance may be referred to arbitration within 15 business days after the date on which the reply to Step 3 was given.

## **Policy Grievance**

- 10.02** A grievance arising directly between the Employer and the Union concerning the interpretation, application, or alleged violation of this Collective Agreement shall be originated at Step 2. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute any individual grievance directly affecting an employee which such employee could himself/herself institute, thereby bypassing the regular Grievance Procedure. Any grievance by the Employer or the Union as provided for in this paragraph shall be commenced within 20 business days after the circumstances giving rise to the grievance have occurred or 20 business days of the time the grieving party reasonably ought to have known of the circumstances. The grievance must be signed by the Vice-President, Academic or the Union President respectively, or their designates. Where the grievance affects more than one Faculty, it shall be originated at Step 3.

## **Group Grievance**

- 10.03** A grievance resulting from a complaint of several individuals, or several individual grievances regarding the same circumstances, may be consolidated and submitted at Step 2 of the

Grievance Procedure, within 20 business days after the date on which the circumstances giving rise to the complaint(s) originated, or occurred, or ought reasonably to have been known by the grieving parties.

## **General**

- 10.04** A claim by a non-probationary employee that he/she has been unjustly discharged or disciplined shall be treated as a grievance if a written statement of such grievance setting out the nature of the grievance and the remedy sought is lodged at Step 2 of the Grievance Procedure within 20 business days after the discipline or discharge takes effect.
- 10.05** The Employer and the Union shall attempt to schedule grievance meetings so as not to interfere with the grievor's employment duties. In the event that an employee's presence is required for a grievance meeting or for attendance at arbitration, the employee will make every attempt to arrange an exchange or substitution for his/her duties and will advise the employment supervisor of such arrangements. Upon receiving notice of any pending meeting the employee shall provide the employment supervisor with reasonable notice.
- 10.06** If an employee applies for a bargaining unit position and grieves the Employer's decision not to appoint the employee to that position, or if the Union initiates a pre-grievance query, the Employer, via the appropriate E/LR Representative, will provide the Union with the name of the appointee and advise as to his/her seniority and whether or not he/she holds a guarantee under Article 13.02(a) or 13.02(b). Failing resolution of the grievance at the pre-grievance query, a formal grievance may be submitted at Step 2.
- 10.07** A grievance alleging a violation of Articles 6 or 18 of this Collective Agreement may be submitted at Step 2 within 20 business days after the date on which the circumstances giving rise to the complaint(s) originated, or occurred, or ought reasonably to have been known by the grievor.
- 10.08** At any point after a written grievance has been filed, upon consent, the parties may freeze the time limits in the grievance process to engage in mediation or mediation/arbitration. The Mediator will be selected by agreement of the parties.
- 10.09** All agreements reached under the Grievance Procedure between the representatives of the parties will be final and binding upon the parties and the employees.
- 10.10** No matter may be submitted to arbitration which has not been properly carried through all the requisite Steps of the Grievance Procedure. Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next Step of the Grievance Procedure.
- 10.11** If the Employer or the Union requests that a matter be submitted to arbitration, it shall make such request in writing addressed to the other party. In the case of a referral by the Union, the referral will be sent to the E/LR Representative who has been involved in the Grievance Procedure and, in the case of a referral by the Employer, the referral will be sent to the President of the Local. Within 10 calendar days after the referral is received, the parties will attempt to agree on the selection of a sole Arbitrator. If they are unable to agree on a sole Arbitrator, the referring party may then request the Minister of Labour to appoint a sole Arbitrator. No person may be appointed as an Arbitrator who has been involved in an attempt to settle a grievance that is the subject matter of the referral.
- 10.12** The Arbitrator shall be governed by the following provisions:
- (a)** he/she shall hear and determine the grievance and shall issue a decision which shall be final and binding on the parties and employees;

- (b) he/she shall not have jurisdiction to: (i) amend, alter, modify, or add to any provisions of this Collective Agreement; or (ii) issue any decision inconsistent with the terms and provisions of this Collective Agreement, provided that this prohibition does not affect the Arbitrator's statutory authority to modify disciplinary penalties;
- (c) the parties hereto will share equally the fees and expenses of the arbitrator;
- (d) if he/she considers it necessary to do so, the Arbitrator shall have the authority to take a view of the Employer's premises insofar as he/she determines that such a view may be relevant to his/her decision; and
- (e) he/she shall, in the first instance, have the jurisdiction to determine whether the grievance is arbitral.

**10.13 (a)** The time limits fixed in both the Grievance and Arbitration Procedures may be extended only by written agreement of both parties to this Collective Agreement. Similarly, any Step of the Grievance Procedure may be waived by written consent of the responding party.

- (b) In exceptional circumstances the Union may direct, to the attention of the Assistant Vice-President and Chief Human Resources Officer (or his/her designate), a request that a grievance that would otherwise be submitted at Step 1 or Step 2 be expedited by having the matter addressed at a single grievance meeting. Such a request will include the grievance and the reasons for the Union's request that the grievance be expedited. Should the Assistant Vice-President and Chief Human Resources Officer (or his/her designate) agree to expedite the grievance as requested, he/she will provide the Union with the name of the Employer representative who will hear the grievance and the timelines will be those of Step 3 of the Grievance Procedure. If such a request is denied, the Union will be notified within 5 business days, and the grievance will be heard at the appropriate Step of the formal Grievance Procedure as though it had been received on the date that the Union's original request to expedite the matter was received.

**10.14** Notwithstanding all of the provisions of Article 10, the parties hereto may agree that a grievance be referred to a Board of Arbitration. At the time that a grievance is submitted to arbitration the referring party shall nominate its representative. Within 10 calendar days thereafter the other party shall nominate its representative and notify the referring party. The two representatives shall, within 10 calendar days after the nomination of the responding party's representative, attempt to settle by agreement the selection of the Chair of the Arbitration Board. If the representatives are unable to agree on a Chair, they may then request that the Minister of Labour appoint a Chair. Members of the Arbitration Board shall have the same powers and be subject to the same restrictions as a sole Arbitrator appointed under this Collective Agreement. No person may be appointed to the Arbitration Board if that person has been involved in an attempt to settle the grievance that is to be heard by the Arbitration Board.

## **ARTICLE 11 – COUNSELLING, DISCIPLINE AND DISCHARGE**

**11.01(a)** Disciplinary action and discharge will be issued only in cases where there is just cause.

- (b) The Employer accepts and will adhere to the principles of progressive discipline. The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Where appropriate, discipline will be preceded by counselling. Progressive discipline will typically involve:
  - i) a verbal warning first,
  - ii) followed by a written warning,
  - iii) followed by suspension prior to discharge.

- (c) Disciplinary action shall be documented and communicated at a meeting convened specifically for that purpose.
  - (d) Subject to the Union's right to grieve the Employer's decision to do so, the Employer may skip one or more Steps in the progressive disciplinary process, having regard for the severity of the conduct in question and the relevant mitigating and aggravating factors, if any.
- 11.02** The Employer and the Union acknowledge that disciplinary investigations must be treated as confidential by all parties. Information shared with affected parties during the course of an investigation shall not constitute a breach of confidentiality for the purposes of this Article.
- 11.03** An Employee has the right to be accompanied by a Union Representative at each disciplinary meeting. The Employer will inform the employee of this right. If an employee chooses not to exercise this right, his/her decision shall be communicated to the Union and Employer in writing.
- 11.04** When the Employer is considering disciplining an employee, the Employer will meet with the employee and a Union representative unless the employee chooses not to exercise his/her right under Article 11.03. At least 2 days in advance of such a meeting, the Employer will advise the Union of the general purpose of the meeting, and the general nature of the allegations, as well as the time and location. At the meeting, the Employer will advise the employee of the specific allegations and will provide the employee with an opportunity to respond. Within 15 business days of this meeting the Employer will impose discipline, if any. Requests for extension for additional time will not be unreasonably denied by Union.
- 11.05** The Employer will remove warnings or suspensions in any employee's personnel file that are more than 12 months old unless the employee has had subsequent discipline during that period of time.
- 11.06** The parties agree that all documentation related to matters subject to Article 11 shall be handled in accordance with the principles set forth in Article 10.01(b).
- 11.07** A copy of all disciplinary letters regarding warnings (written or verbal), suspensions or discharges shall be provided to the Union, within 2 business days of their issuance to the employee and will be marked "confidential."
- 11.08** If any disciplinary action is rescinded, the discipline will be removed from the employee's employment file. If an employee is disciplined, the employee may add his/her written comments to his/her employment file if he/she wishes.

## **ARTICLE 12 – HOURS OF WORK**

- 12.01(a)** Subject to Article 12.03, a teaching assistantship or a research assistantship in lieu thereof is a position that normally requires an average of 10 working hours per week, normally over 2 academic terms for a maximum of 260 hours, excluding hours allocated for training and orientation in accordance with Article 18. One of the terms may be a summer term.
- (b) Notwithstanding the provisions of Articles 2.01 and 12.01 nothing in this Collective Agreement restricts any member of the bargaining unit from securing employment opportunities off the University campus.

### **Compressed TAship**

- (c) The workload of an employee may be compressed into a shorter time period, at the mutual agreement of the employee and the Employer. Subject to the provisions of Articles 12.02, 13.01 and 13.02 below, a graduate student who has accepted a written offer of a teaching assistantship

from the School of Graduate Studies and who is offered a compressed teaching assistantship assignment by their Department but does not wish to accept it, will be offered an alternative non-compressed teaching assistantship.

- (d) (i) It is further understood that when an employee performs a compressed teaching assistantship, he/she shall be paid as defined in Article 16.01 of this Collective Agreement for all hours worked in the preceding pay period.
- (ii) Agreement by an employee to accept a compressed assistantship in 1 year shall not become a precedent against his/her opting for a normal 2 term assignment in any succeeding year of employment.

### **General**

- (e) Proportionate teaching assistantships (or research assistantships in lieu thereof) may be arranged and will be paid for on a pro rata basis, and will include positions limited with regard to hours and/or dollars by the terms of grants, scholarships and awards. Subject to such limitations, no proportionate teaching assistantship (or research assistantship in lieu thereof) shall be created for fewer than 32 hours, exclusive of hours allocated for training and orientation in accordance with Article 18.
- (f) The parties agree that all time spent holding office hours at times and duration assigned by the Employment Supervisor will be considered as work time.

**12.02** An employee will normally work in the Department in which he/she is registered as a student, but may be required to work in another Department, provided that the assigned work is compatible with the duties set out in 12.03(b) below.

**12.03(a)** (i) It is understood that the primary responsibility for planning and assigning a workload that does not exceed an average of 10 hours per week over an academic term lies with the Employer. This includes the responsibility of an employment supervisor to assign a workload that can reasonably be expected to be completed within the hours allotted by a suitably qualified employee.

(ii) The employment supervisor will notify an employee at least 5 business days in advance in those instances where the projected workload is likely to exceed a total of 20 hours in any particular week. Similarly, the employee has a responsibility to notify his/her employment supervisor when he/she becomes aware that the projected workload is likely to exceed a total of 20 hours in any particular week.

(b) (i) All assigned duties of an employee shall be included in the calculation of required hours. Such duties for employees may include, but are not limited to, the following: preparation, teaching, demonstrating, class leadership, laboratory supervision, marking, student consultation, supervision of field trips, provision of other academic support and assistance, and training and orientation as noted in Article 18. In the case of research assistantships (in lieu of teaching assistantships), the assignments shall include assisting faculty members with research. Time spent on assigned duties must be within reasonable limits given the demands of the job and the Department.

(ii) Any training that is required by the employment supervisor solely for the conduct of a Teaching Assistant's employment duties and not contemplated by Article 18 will be included on the Hours of Work form.

(c) To meet the responsibility outlined in Article 12.03(a)(i), a meeting between each employee, including both those in Classification 'A' and those in Classification 'B,' and his/her employment supervisor must be held within 5 business days of the commencement of the employee's duties in the applicable academic term. At this meeting, the employment supervisor will describe the

work to be done, giving details, including details about the nature, number, and scheduling of specific assignments and the estimated hours of work each will involve. The employee and supervisor will discuss this information, taking into account course enrolment, nature of assignments, and expectations for grading, in determining reasonable workload. Following this discussion, the *Hours of Work* form in Appendix "B" will be completed and signed.

- (d) The employment supervisor and the employee shall each retain a copy of the completed, signed and dated *Hours of Work* form. A copy will be sent to the Union office, normally on or before the following dates: October 15<sup>th</sup> for assignments in the fall term; February 15<sup>th</sup> for assignments in the winter term; May 15<sup>th</sup> for assignments in the spring/summer term. If the commencement of the employee's duties in the applicable academic term occurs after the specified date above, then the *Hours of Work* form will be sent to the Union office within 5 business days after completion by the supervisor and employee. The Department will retain a copy of this completed form for a minimum of 3 years.

#### **12.04 Hours of Work Adjustments /Additional Hours of Work**

- (a) If, at any time during an assignment, either the employee or supervisor wishes to amend the allocation or number of hours on the Hours of Work Form, either party may request and will be granted a meeting for this purpose within 5 business days.
- (b) As soon as an employee has a reasonable belief that he/she will be unable to perform the duties of the position within the hours specified, he/she shall request and will be granted a meeting with his/her supervisor within 5 business days.
- (c) Any changes to the employee's assignment will be attached to the *Hours of Work* form and such revisions will be initialled by both parties. A copy of the revised form will be retained by the Department and forwarded to the Union.
- (d) If the matter is not resolved to the employee's satisfaction, he/she may then meet with his/her employment supervisor and Department Chair (or his/her delegate) or his/her Department for a final determination. If the employee chooses to have a Union Representative present at such a meeting, any subsequent grievance would be filed at Step 2 of the grievance procedure as outlined in Article 10.
- (e) Unless the Steps provided for in 12.04 have been followed, and written permission received, no employee shall be requested or permitted to perform work beyond their originally allocated hours.

**12.05** In the event that multiple employees are assigned to the same course, it is understood that all reasonable efforts will be made to ensure that hours of work and duties are distributed evenly among all employees who are assigned equivalent hours of work for that course.

**12.06** Employees will not be required to grade deferred term work or deferred exams submitted after the end of the academic term in which an employee holds an assignment. It is understood that such work is the responsibility of the course instructor. Furthermore, if an employee agrees, at the Employer's request, to attend an academic integrity hearing or at an academic appeal hearing, the employee will be compensated for such attendance at the rate specified in Schedule "A," based on the employee's status at the time of such hearing.

**12.07** If the Employer cancels an appointment after an employee has received a written offer and the employee holds a guarantee pursuant to Article 13 the Employer will provide an alternative teaching assistantship or a research assistantship in lieu for the equivalent number of hours.

**12.08** If an employee has a reasonable belief that his/her academics will suffer as a result of his/her employment duties, he/she may request an extension from his/her employment supervisor. Such extension shall not be unreasonably denied.



## **ARTICLE 13 – POSTINGS AND APPOINTMENTS**

- 13.01** A qualified full-time graduate student may be offered a teaching assistantship, or part thereof, at the time of their admission to their 1<sup>st</sup> year of study.
- 13.02(a)** Every regular full-time graduate student in the Doctoral program who has been employed as a teaching assistant (or research assistant in lieu thereof) during a part of the 1st year of study in that program will be re-employed as an assistant during a part of each of the 3 succeeding years of study, subject to his/her maintaining regular full-time graduate status and to his/her ability to perform the work. Similarly, students first employed as an assistant in the 2nd year of their program will be re-employed during a part of each of the 2 succeeding years of study, subject to their maintaining regular full-time graduate status and to their ability to perform the work, and students first employed in the 3rd year of their program will be re-employed during a part of the 1 succeeding year of study, subject to their maintaining regular full-time graduate status and to their ability to perform the work.
- (b)** Students may defer up to 1 term of their guarantee, subject to approval from their Department. Such approval shall not be unreasonably denied. Students who exercise this right will have their guarantee period extended by 1 term.
- (c)** An Employee who is offered work in more than 2 separate academic courses per academic term but does not accept will be offered an alternative appointment for the equivalent number of hours of work. The Employee's refusal to work in more than 2 separate academic courses per academic term will not constitute a refusal of their guarantee.
- (d)** Every regular full-time student, in a Master's program, which is greater than 1 year's approved duration, who has been employed as a Teaching Assistant (or research assistant in lieu thereof) during a part of the 1<sup>st</sup> year of study in that program, will be re-employed as an assistant during a part of the 1 succeeding year of study, subject to his/her maintaining regular full-time graduate status and to his/her ability to perform the work.
- (e)** Teaching assistantship vacancies in each Department (or program) may be offered to qualified 5<sup>th</sup> or 6<sup>th</sup> year full time Doctoral students who are registered within that same Department (or program). Such appointments are at the full and exclusive discretion of the Employer. In the event the Employer decides to offer such an appointment, the Department will consider all then current 5<sup>th</sup> or 6<sup>th</sup> year full time Doctoral students registered in that Department, with the exception of any student who has indicated in writing that they prefer not to be considered.
- (f)** An academic year over which a graduate student takes an approved leave of absence from full-time study under Articles 19.03, 19.04, and 19.05, or is released under Article 7.03 shall not be counted as 1 of the succeeding years of study referred to in Article 13.02(a) and (b). Such a leave of absence from an academic program of study shall be without pay.
- (g)** (i) Re-employment in a succeeding year of study referred to in Article 13.02(a) and (d) will be at the same or greater number of hours as the current teaching assistantship (or research assistantship in lieu thereof), up to a maximum of 260 hours over 2 academic terms.
- (ii) The employee may, with the approval of the head of the academic unit in which he/she is employed, choose to waive the right to employment provided for under 13.02(a) or (d) in 1 or 2 terms of any academic year and such waiver will have no impact on future guaranteed re-employment under 13.02(a) or (d). Approval of head of the academic unit will not be unreasonably withheld.

- (h) A teaching assistantship in Article 13.01 and 13.02(a) or (d) may be fulfilled by a research assistantship in lieu thereof at the discretion of the head of the academic unit after discussing this with the employee.
- (i) (i) The assignments in each Department available to Teaching Assistants identified in Articles 13.01 and 13.02 will be posted via email or through Mosaic using the Unit 1 posting form in Appendix "A" no later than August 1<sup>st</sup>. Appointees may, in the week following posting, indicate their preferences in writing to their assigned Department. Ability, academic qualifications, previous experience with course material, and written notification of preferences will be amongst the factors considered in allocating available assignments to employees.  
 (ii) When all factors have been considered and a vacant assignment(s) still exists, this assignment(s) shall be filled by the unassigned Teaching Assistant with the highest seniority according to his/her written preferences, if any.

**Seniority**

- (iii) For the purpose of this Article, seniority shall be defined as the number of teaching assistantships completed by the Teaching Assistant. Half (i.e. 130 hours) or Partial (i.e. less than 130 hours) teaching assistantships will be counted on a pro rata basis toward a Full (i.e. 260 hours) teaching assistantship. In the calculation of seniority, it is the responsibility of the Teaching Assistant to provide proof of the number of hours worked for any partial teaching assistantship.
- (j) A member's seniority will lapse in the event that there is a break in employment for a continuous period of 18 months or greater, unless such a break is the result of an approved leave of absence.
  - (i) The re-employment of a full-time graduate student who was appointed in the immediately previous year to a teaching assistantship or a research assistantship in lieu thereof shall be contingent upon his/her authorized continuation in a program of study.
  - (ii) Withdrawal, suspension, expulsion, or release from his/her program of study shall constitute just cause for suspension, release, or discharge of the employee from his/her employment. In any case in which withdrawal, suspension, or expulsion from a program of study is the subject of a successful academic appeal, the employee shall be reinstated with full back pay and all lost seniority.
  - (iii) Completion of his/her program of study or transfer to part time status shall result in the cessation of the employee's employment at the end of the academic term in which the employee completes his/her program of study or transfers, as the case may be, and shall remove any entitlement under Article 13. For the purposes of this Article, completion of a program of study shall not include the situation where an employee completing a Master's program is admitted to a Doctoral Program at McMaster University in the following academic year.
- 13.03(a)** After the requirements of Article 13.02 have been fulfilled, each academic unit shall post all other remaining known teaching assistantship positions as soon as possible, but no later than August 15<sup>th</sup> each year for at least 1 week. Applicants may, in the week following posting, apply in writing to a particular position of the known teaching assistantship positions posted.
- (b)** Teaching assistantship positions that become available after August 15<sup>th</sup>, but before the 1<sup>st</sup> day of the term in which the work will be performed shall be posted, using the Unit 1 posting form in Appendix "A," by the academic unit for at least 1 week prior to the start of the appointment.
- (c)** Teaching assistantship positions that become available after the 1<sup>st</sup> day of the term in which the work will be performed shall be posted by the academic unit for at least 48 hours prior to the start of the appointment, unless the position(s) can be offered to and filled by applicant(s) who applied for and were not offered an appointment under 13.03(a) or (b) above.

- (d) Postings referred to in 13.03(b) and (c) will be provided in electronic form to the Union. This may include postings sent to the Union via email from a departmental administrator.
- (e) Notwithstanding Articles 13.02 and 13.03(a), (b), (c), and (d), Departments that do not offer graduate programs may post available positions and, if they choose to post, will do so in accordance with Article 13.04.

### **Criteria for Posting**

**13.04** A job posting referenced in Article 13.03 shall include, but is not limited to, the following information:

- Department and its location
- Title and number of course where the teaching assistantship is expected to be available
- Number of positions available, depending on final course determinations and enrolment
- Type of positions available and description of responsibilities
- Hours of work available or anticipated hours of work available
- Dates of appointment – term, start and end dates of TA work
- Qualifications required and preferred
- Date posted
- Application procedures – where and to whom applications are submitted, what is to be submitted for application, etc.
- Closing date for applications
- Application of this Collective Agreement to the position
- Equity statement
- MOSAIC reference number, where applicable

All job postings shall include the following statement: “McMaster University is strongly committed to employment equity within its community and to recruiting a diverse faculty and staff. The University encourages applications from all qualified candidates including women, persons with disabilities, First Nations, Métis and Inuit persons, members of racialized communities and LGBTQ-identified persons.”

“Please note: those who have not, at the time of application, been assigned 260 hours of Teaching Assistantship(s) will be given priority consideration. Those who have already been assigned 260 hours of Teaching Assistantship(s) at the time of application may nevertheless apply. Once the preference noted above has been taken into account, applicants who have already been assigned 260 hours of Teaching Assistantship(s) may be offered the position.”

### **Criteria for Hiring**

- 13.05(a)** The parties acknowledge that the criteria which the Employer will use in selecting a candidate for a position posted under Article 13.03 shall include: the candidate’s academic qualifications, teaching competence, ability to perform the various duties of the position, and previous satisfactory academic employment experience. If stated in the posting, criteria may also include departmental preferences such as special experience or competence required (e.g. registered in same program/Department, specific courses completed, grades in those courses), full-time or part-time student status, or restriction to applicants not holding an undergraduate degree. The above criteria are not listed in order of priority.
- (b) When, in the opinion of the employer making a selection, 2 or more candidates have relatively equal qualifications the candidate with the most seniority, as defined in Article 13.02(i)(iii), will be selected.

- (c) In offering employment within the bargaining unit, priority consideration will be given to applicants who do not yet have, at the time of application, an aggregate assignment(s) totaling 260 hours.

### **Appointments**

- 13.06 (a)** Successful applicants will be advised in writing of their appointment, the name of their employment supervisor and the total number of hours of their appointment. Details of the appointment will be confirmed through the *Hours of Work* form as set out in Article 12.03(c).
- (b)** Each academic unit that hires teaching assistants shall keep a reference copy of the undergraduate calendar available for teaching assistants.
- 13.07** A notice will be posted in each Department no later than August 31<sup>st</sup> indicating the course number and title, the projected class enrolment, the total number of hours of work expected, and the employment supervisor(s) to which each TA has been assigned. If 2<sup>nd</sup> term assignments are altered a new notice will be posted by December 20<sup>th</sup>. If 3<sup>rd</sup> term assignments are available, a new notice will be posted by April 30<sup>th</sup>. A copy of each of these notices will be provided to Human Resources Services and to the Union.
- 13.08** The Employer will provide an orientation, as referenced in Article 18, to all newly hired Unit 1 employees in order to provide them with information about the general operation of the University and resources available to employees that may be of assistance in the performance of their duties. Employee orientation may include information about such things as instructional courses and professional development resources that are available to employees. The ongoing development of the orientation protocol, as necessary, is an appropriate topic for discussion and consultation at the JLMC.

### **ARTICLE 14 – PROBATIONARY PERIOD**

- 14.01 (a)** A non-student employee with no previous teaching assistant employment experience at McMaster University will be on probation for the first 30 calendar days of employment.
- (b)** Notwithstanding any other provision in this Collective Agreement, the Employer may discharge a non-student employee during the probationary period in its sole discretion provided only that such discretion shall not be exercised in bad faith.
- (c)** A claim by a probationary non-student employee that his/her discharge was in bad faith shall be treated as a grievance if a written statement of such grievance is lodged at Step 1 of the Grievance Procedure.
- (d)** If an Arbitrator does not find that the discharge was made in bad faith, the grievance shall be dismissed by the Arbitrator.

### **ARTICLE 15 – EMPLOYEE EVALUATIONS**

- 15.01** Any written evaluation of the employee's performance shall be discussed between the employee and his/her employment supervisor and the employee shall sign the evaluation to acknowledge that such discussion took place and the employee may add his/her written comments to the evaluation if he/she wishes. Such written comments shall be appended to the evaluation and read in conjunction with it at all times. A copy of any such written evaluation and comments shall be provided to the employee within 8 weeks of its submission to the appropriate academic unit. All contents of the employee's employment file shall be treated as confidential.

- 15.02** Such evaluation shall be included in an employment file, separate from the employee's academic file. After giving reasonable notice of his/her wishes, an employee may examine his/her employment file under conditions deemed appropriate by the Department to ensure security of the file.
- 15.03** Such evaluations shall not affect an employee's academic standing at the University.
- 15.04** An employee may request a performance evaluation from his/her employment supervisor. The supervisor maintains the discretion whether or not to grant the request for an evaluation. However such a request shall not be unreasonably denied nor shall such a request exceed 1 per employment assignment per employee. If such a request is granted then the other provisions of Article 15 shall apply.
- 15.05** An employee may be formally evaluated up to twice per term.
- 15.06** Employees will be given at least 36 hours' notice of a formal in-class evaluation taking place.

#### **ARTICLE 16 – WAGES**

- 16.01** The wage rates set out in Schedule "A" attached hereto and forming part of this Collective Agreement shall be paid to members of the bargaining unit as applicable bi-weekly, one week in arrears, directly into a Canadian Bank account of the employee's choice.
- 16.02** Employees who hold a teaching assistantship shall be paid their wages in equal installments over the term of their Teaching Assistant contract. Where, on an Employee's pay deposit, there is a shortage in a gross amount of up to \$50.00, or an overage in a gross amount of up to \$50.00, the Employer shall account for such shortage or overage on the next pay deposit.
- 16.03** The University agrees to reimburse the employee for travel expenses authorized by the supervisor which are part of their employment duties. Reimbursement will be the kilometrage allowance prescribed in the McMaster University Travel Expenses Policy and Procedure (as revised from time to time) for the lesser of the distance from (1) the main campus to the off campus location and (2) from employee's place of residence to the off campus work location.
- 16.04** The parties recognize and acknowledge the distinct and separate nature of academic financial support that the Employer provides to graduate students on the one hand, and the entitlement to employment income in accordance with the terms of this Collective Agreement on the other hand. As such, the Employer agrees that an employee's entitlement to the wages set out in Schedule "A" of this Collective Agreement will not result in a reduction of, or offset against, the academic financial support promised by the University to a graduate student.

#### **ARTICLE 17 – INSTRUCTIONAL RESOURCES**

- 17.01 (a)** The Employer agrees to provide reasonable access, at no cost to the employee, to instructional resources as deemed by the employment supervisor in consultation with the employee to be necessary for the performance of the employee's duties, subject to the written authorization of the appropriate academic unit Chair. Such instructional resources may include, but are not limited to, office space, printing, photocopying, audio/visual equipment, textbooks, and telephone. Office space shall be allocated such that the space is sufficient to carry out those employment duties requiring office space. The Employer shall not require any employee to use instructional resources to which the Employer does not provide reasonable access.
- (b)** Printing and photocopying required for the performance of an employee's duties shall be allowed and shall not be deducted from an employee's student allocation.

- (c) Where an employee does not have secure storage for his/her work related materials, the academic unit, upon the employee's request, will provide a suitable arrangement for the secure storage of his/her work-related materials.
- 17.02** Upon the employee's request, the University agrees to provide him/her with e-mail for the duration of the employee's Appointment.
- 17.03** It is agreed that the employees shall not be required to distribute their personal social media, home address, or home telephone number to students.
- 17.04** In the event the Employer will require podcasting or other technological recording of an employee in the course of employment, such requirement will be indicated in the posting for the position.

## **ARTICLE 18 – HEALTH AND SAFETY**

- 18.01** The parties recognize the right of employees to work in a secure, healthy, safe and accessible environment. Both parties also acknowledge that the Employer and employees have duties and responsibilities with regard to healthy and safe conditions in accordance with the provisions of the Ontario *Occupational Health and Safety Act* as amended, R.S.O. 1990, c.0-1 and the regulations thereunder (the "OHSA").
- 18.02** In accordance with the principles embodied in the OHSA the Employer and its employees are jointly responsible to implement and maintain an Internal Responsibility System. To that end:
- (a) The Employer and the employment supervisor shall make all reasonable provisions for the health and safety of employees, including, but not limited to: informing all employees of any procedures or policies established by the Employer and associated with the safe handling of materials or equipment and requiring them to follow such procedures or policies; obliging all employees to use all required protective devices, clothing, or equipment; and, advising all employees of the existence of hazards associated with the employee's employment duties of which the Employer is aware or ought reasonably to be aware. The Employer and employees shall comply with the OHSA.
  - (b) The Occupational Health and Safety training required for his/her employment duties will be determined pursuant to the Job Hazard Analysis Program outlined in the Risk Management Manual. Time spent in such training will be accounted for as per Article 18. Any changes made to mandatory Health and Safety Training will be communicated directly to the Union at a JLMC meeting.
  - (c) The employee will exercise due diligence to ensure that any student or other person under his/her care or jurisdiction is informed of any known health and safety hazards and the requirement to follow procedures or policies established by the Employer and associated with the safe handling of materials or equipment, including the requirement to use any protective devices, clothing, or equipment.
  - (d) Employees are required to abide by Employer policies and procedures with respect to health and safety and to carry out their work in compliance with Section 28 of the OHSA, "Duties of Workers."
- 18.03 Joint Health and Safety Committee**
- (a) Subject to the provisions of the OHSA, the Employer agrees that the Union has the option to be represented by one current Union member on each of the Joint Health and Safety committees responsible for an area in which members of the bargaining unit are

employed. Subject to the *OHSA*, the Union also has the option to be represented by one current bargaining unit member on the “Central Joint Health and Safety Committee.” Employees shall exercise their rights under the *OHSA* through these committees and as per the *OHSA*.

- (b) The Office of Environmental and Occupational Health Support Services will supply notice of vacancies to the Union.
- (c) In Departments where bargaining unit members are employed and in which there is a Joint Occupational Health and Safety Committee (JHSC), 1 such employee will have the opportunity to sit as a worker representative on that committee. This is subject to the following:

The academic based JHSCs, as required by the *OHSA*, include:

- Business
  - Arts (including Social Science and Humanities)
  - The Ivor Wynne Centre (including Recreational Services and Kinesiology)
  - Science
  - Engineering
  - McMaster Automotive Research Centre (MARC)
  - Health Sciences
  - MDCL
  - MCIARS
  - Ron Joyce
  - David Braley Centre Downtown Health Campus
  - Satellite campuses, where required by the *OHSA*, and
  - Other, as subsequently designated by the Central Joint Health and Safety Committee
- (d) The Employer maintains the right to relocate and/or make changes to the above noted JHSCs as conditions require or as it deems appropriate. Any change(s) will be communicated to the Union at least 20 business days in advance of such change(s).
  - (e) The selected employee representatives who serve on the JHSCs, as required by the *OHSA*, must be employed within the workplace/academic locations represented by the JHSCs.
  - (f) The introduction and placement of selected worker representatives onto JHSCs will be facilitated by Environmental and Occupational Health Support Services (EOHSS). The Union will advise EOHSS in writing of the CUPE representatives.
  - (g) A bargaining unit member who is a worker representative on a Joint Health and Safety Committee will be deemed to be at work and will be compensated at the applicable hourly rate set out in Schedule “A” for time spent by the employee carrying out his/her worker representative duties, as set out in the *OHSA*. These deemed hours will not be included on the *Hours of Work* form and will not be considered part of the employee’s TA assignment.

**18.04** The parties understand and agree that the right to refuse unsafe work is guaranteed as per the *OHSA*. If Section 43 of the *OHSA* is repealed at any time in the future, then the parties agree that Section 43 of the *OHSA* will form part of the Collective Agreement at the time of its repeal and that the role of the inspector will then be assumed by a member of EOHSS. Should Section 43 of the *OHSA* form part of this Collective Agreement in the future, it shall be interpreted in compliance with the Ontario Labour Relations Board cases and court cases which interpreted Section 43 of the *OHSA* prior to its repeal.

- 18.05 (a)** Normally, hazards in the workplace are reported to the employee's immediate supervisor. An employee working outside of normal business hours Monday to Friday, who identifies a workplace hazard, will report the hazard to the University's Security Services when the immediate supervisor and head of the academic unit are not available. Security Services will provide a summary of the employee's report to the Manager, Environmental and Occupational Health and Safety (or his/her designate).
- (b)** Employees are encouraged to complete an "Injury/Incident Report" form, found online on the EOHSS website, in conjunction with their employment supervisor. A summary of all such "Injury/Incident Report" forms will be forwarded to the Central Joint Health and Safety Committee with a copy of the "Injury/Incident Report" to the Union.

**18.06 No Violence in the Workplace**

- (a)** The Employer and the Union agree that violence in the workplace is not appropriate.
- (b)** Workplace violence shall be deemed to take the definition as set out in the *OHSA* as amended. The definition of workplace violence at the present time is: "the exercise or attempted exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker, or a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker."
- (c)** Employees are encouraged to report threats, an incident or incident(s) of workplace violence to their employment supervisor or Department Chair as well as to their Union representative and to file an "Injury/Incident Report" form. A summary of all such "Injury/Incident Report" forms will be forwarded to the Central Joint Health and Safety Committee, with a copy of the "Injury/Incident Report" to the Union.
- (d)** If the Employer becomes aware that workplace violence has occurred, the Employer will take every precaution reasonable in the circumstances to prevent a recurrence.
- (e)** Employees will be entitled to register for the training program provided by Environmental and Occupational Health Support Services and Employee Health Services, such as Mental Health First Aid Training, at no cost to the employee. If an employee chooses to attend such training it will be during non-working hours.
- (f)** The Employer and the Union recognize that where preventative measures have failed to prevent violent incidents, the employee will be entitled to access counselling and support available through the EFAP, at no cost to the employee. If counselling needs to be scheduled during an employee's working hours, the employee will have reasonable flexibility to attend such counselling, having regard for the needs of his/her employment responsibilities. The employee may have his/her employment duties altered in appropriate circumstances.
- (g)** A grievance alleging an incident or incidents of violence in the workplace may be commenced at Step 3 of the grievance procedure.
- 18.07** No employee will be discharged, penalized, or disciplined for acting in compliance with this Article or with the *OHSA* and/or its regulations.
- 18.08** The Employer will provide First Aid kits in the Workplace. The number and location of First Aid kits shall be reviewed annually pursuant to the First Aid Program outlined in the Risk Management Manual.



## 18.09 Education and Training

- (a) If an employee in the bargaining unit is appointed as a certified member of a JHSC the Employer agrees to pay for the cost of certification training.
- (b) Unless otherwise agreed by the parties, an employee, appointed as a certified member of the JHSC will, upon request, be provided with access to the 1<sup>st</sup> available on-site core certification training program, subject to the operational needs and reasonable scheduling requirements of the Employer. Employees denied the 1<sup>st</sup> available on-site core certification training program will 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 he/she has received proper education, training, and instruction.
- (e) Any reference in the collective agreement to the normal maximum hours of work (130 for a full assignment in 1 term or 260 for a full assignment, normally in 2 terms), is subject to, and deemed to be modified in accordance with, the following table:

Date in Effect	Normal maximum hours for 1 term compressed assignment	Normal maximum hours for 1 term assignment	Normal maximum hours for 2-term or compressed assignment
September 1, 2016	260 +6	130 + 3	130 + 130 + 3 + 3

The 3 additional hours per term are deemed to be sufficient, and allocated solely, for the purposes of participating in or attending:

- i. an orientation pursuant to Article 13.08; and
- ii. required health and safety training, including but not limited to: the 5 core health and safety training programs (Asbestos; Slips, Trips & Falls; Fire Prevention; Ergonomics; and Office WHMIS), Prevention of Violence and Harassment in the Workplace, AODA, and any new mandatory health and safety training; and
- iii. any required assignment-specific health and safety training.

Any reference in the collective agreement to hours of work less than the normal maximum hours of work shall be exclusive of an additional 3 hours per term (or an additional 6 hours for a compressed assignment) provided for the purposes noted above.

## 18.10 Disclosure of Information

- (a) The Employer shall disclose information in accordance with the *OHSA* and related University policies and programs.
- (b) The Employer will provide information regarding hazardous substances in accordance with the hazardous Materials provisions of the Risk Management Manual.

## 18.11 Ergonomics

Training and administration of ergonomic concerns will be as determined by the CJHSC and in accordance with McMaster University's Ergonomics Safety Program.

### **18.12 Safety Equipment**

Employees will not be required to purchase their own protective equipment and clothing. The Employer will provide protective equipment and clothing when required by the *OHSA* and will 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.

### **18.13 First Aid/CPR Certification**

The Employer will continue to provide access to First Aid/CPR and (re)certification training at no cost to employees. If an employee chooses to attend such training it will be during non-working hours.

### **18.14 Policies and Manuals**

The Union will be included on the email distribution list for communications to CJHSC members regarding changes and proposed changes to the RMMs in the Risk Management Manual.

### **18.15 Immunizations**

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

### **18.16 Classroom and Laboratory Capacities**

Where an employee is responsible for leading tutorials, labs, or lectures, upon request to the Department administrator, he/she shall be informed of the capacity of the room in which the activity is to take place.

### **18.17 Employee and Family Assistance Program**

Effective September 1, 2017, all employees will have access to counselling and support available through the Employee and Family Assistance Program (EFAP) at no cost to the employee.

## **ARTICLE 19 – LEAVES OF ABSENCE**

**19.01 (a)** With the approval of the employment supervisor(s) concerned, an employee may arrange to exchange his/her duties, or for his/her substitution, with or by a qualified person, for periods not to exceed 1 week at a time and not to exceed 3 weeks per term. If the employee cannot find a suitable replacement, the employment supervisor, upon request, will assist in finding a suitable replacement. Examples of such an arrangement would be for the employee to attend an Academic Conference, a Union Convention or to attend to an ill family member. Approval of the employment supervisor shall not be unreasonably withheld.

**(b)** It is agreed that an employee may utilize 5 such substitution days for personal leave.

### **19.02 Sick Leave**

**(a)** In accordance with the Ontario *Human Rights Code* (the "Code"), the University's Policy on Workplace Accommodation, the University's Return to Work Program and Article 6.01, the parties acknowledge their respective obligations to accommodate the medical restrictions of bargaining unit members with disabilities. Where appropriate supporting medical documentation indicates the need, a workplace accommodation plan will be developed in consultation between the employment supervisor, an Employee Health Services Consultant or designate, and the employee with a disability requiring workplace

accommodation. The Union will be informed of the name and Department of any employee for whom a plan has been developed. The Union and the Employees will cooperate in the arrangement of such accommodation. Documentation pursuant to this Article will be kept in confidence and made available to relevant individuals strictly on a need to know basis.

- (b) To qualify for paid sick leave, an employee must, unless unable due to extreme circumstances, notify his/her employment supervisor as early as possible.
- (c) To qualify for paid sick leave, a medical certificate, signed by the employee's doctor and confirming the employee's illness or disability for the period of absence, must be submitted to the employment supervisor if the supervisor requests such a medical certificate.
- (e) An employee will be credited with sick leave equivalent to 10 working hours per term in the academic year subject to the employee having a teaching assistantship (or a research assistantship in lieu thereof). Sick leave will not be accumulated from 1 term to the next.
- (f) Provided it is established that absence is due to disability or illness, an employee having a teaching assistantship (or a research assistantship in lieu thereof) which consists of the minimum hours of work in the academic year, will be paid 1 hour of sick leave for each working hour of absence until the sick leave is exhausted.
- (g) Sick leave payments will be reduced by any benefits payable under the *Workplace Safety and Insurance Act*. Payments under the *Employment Insurance Act* will not reduce the benefits.
- (h) In the case of illness or disability, an employee will neither be required to arrange an exchange or substitution for his/her duties nor to make up any costs incurred by the Employer.
- (i) No employee will be asked to provide medical diagnosis at the outset of a request for medical accommodation or sick leave. In the event medical diagnosis will assist the accommodation and/or return to work processes, Employee Health Services will obtain an employee's consent to obtain such information.

### **19.03 Pregnancy and Parental Leave**

All employees are entitled to pregnancy and/or parental leaves in accordance with the Employment Standards Act, 2000, (the "ESA") and will only be eligible to receive the following benefits in respect of the period(s) of time in which he/she would have been scheduled to work.

#### **(a) Financial Benefits**

An employee who takes a pregnancy or parental leave pursuant to this Article is entitled to the financial benefits set out in 19.03(a)(i) (Option A) or 19.03(a)(ii) (Option B) below, at his or her election. It is understood that an Employee electing to take a pregnancy leave and a parental leave for the same child (or children) may elect to receive financial benefits for either leave (under either Option) but not both leaves, except to the extent that the financial benefits of the elected Option are not exhausted at the end of the pregnancy leave, in which case they may continue during the parental leave until they are exhausted.

To be eligible to access the financial benefits set out in 19.03(a)(i) (Option A) or 19.03(a)(ii) (Option B) below the employee must have 13 weeks of completed service as an employee at McMaster University prior to the commencement of their pregnancy or parental leave.

##### **(i) Option A**

For each week of leave up to the 19<sup>th</sup> week, inclusive, the University will pay 90% of regular earnings, less the maximum amount of weekly pay any individual is eligible to receive in accordance with the Employment Insurance Act, (the "EI Max"), regardless of whether or not such amount is actually received by the Employee. If the Employee provides proof that his or her Employment Insurance Act entitlement is less than the EI Max or that the Employee is not eligible for EI, his or her weekly payment from the University will be 90% of regular earnings less the amount of his or her Employment Insurance Act entitlement.

OR

(ii) **Option B**

For the first 4 weeks of leave, the University will pay 100% of regular earnings.

**(b) Other Benefits**

Dental benefits will not be affected by a Pregnancy or Parental Leave.

**19.04 (a)** In order to allow increased flexibility in scheduling of work, an employee who wishes to take less than 26 weeks of the pregnancy and/or parental leave may undertake some alternative teaching assistantship assignment, subject to the availability of suitable work and the approval of the employment supervisor(s). This may be done by exchange with another qualified assistant for a period not exceeding 1 academic term. The employee is encouraged to consult with his/her Chair (or his/her delegate) to identify possible alternative work.

**(b)** The period of re-employment referred to in 13.02 will be extended by the same number of terms covered by the commencement of the Pregnancy and/or Parental Leave to the day that is the later of the Pregnancy Leave termination and Parental Leave termination (if this "day" occurs during a term, this period of re-employment will further extend to the beginning of the following term).

**19.05** An employee will only be eligible to receive financial benefits set out in 19.03(a)(i) (Option A) or 19.03(a)(ii) (Option B) for the period of time in which he/she would have been scheduled to work.

**19.06 Bereavement Leave**

**(a)** In the event of a death of a member of an employee's immediate family he/she will be entitled to a leave of absence without loss of pay or benefits for a period of 5 consecutive business days. Immediate family includes but is not limited to the employee's spouse, son, daughter, spouse's children, ward, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, and grandfather. Requests for additional leave, or leave for persons outside the immediate family, without pay will not be unreasonably denied.

**(b)** When the funeral occurs more than 200 km. from the employee's work location, the employee will be entitled to 1 additional day of leave to accommodate travel.

**(c)** Upon request, an employee may elect to set aside 1 day of available bereavement leave, to be used within 1 year of such request, to attend a memorial service or interment.

**(d)** Employees who require a bereavement leave beyond the leave provided in Article 19.06 (a) and (b) may, with departmental approval, be granted additional days of bereavement leave without pay.

- (e) An employee shall inform his/her supervisor of his/her intention to take bereavement leave as soon as possible.

#### **19.07 Court and Jury Duty Leave**

Upon written request, supported by a copy of the subpoena for court leave or a copy of the summons for jury duty, and provided that the employee is not a party to the proceedings, namely an accused, applicant, plaintiff, defendant, appellant, or respondent, an employee shall be granted paid leave at the rate of his/her full salary, to a maximum of 10 hours per week, less what the court pays for the performance of the required duties, to appear as a court witness or to appear for or serve jury duty, provided that such appearance and/or service actually conflicts with his/her scheduled duties and provided that upon return to work he/she shall provide his/her supervisor with written confirmation of the date(s) and time(s) on which he/she appeared and/or served, signed by an appropriate official of the Court.

#### **19.08 Reservist Leave**

- (a) If an employee is a reservist in the Canadian Armed Forces he/she will be entitled to reservist leave in accordance with the *Employment Standards Act, 2000*, S.O. 2000, c.41 and while on such leave the employee will retain his/her accrued seniority.
- (b) An employee will provide 5 business days' notice of the date on which he/she intends to return from the leave.
- (c) The employee's dental benefits will be maintained during such leave in accordance with the requirements of the *Employment Standards Act, 2000*, S.O. 2000, c.41.

### **ARTICLE 20 – VACATIONS AND PUBLIC HOLIDAYS**

**20.01** All wage rates set out in Schedule "A" include statutory holiday pay and 4% vacation pay. The parties agree that inclusion of statutory holiday pay and vacation pay in the wage rates provides an employee with a greater contractual or statutory right in accordance with the *Employment Standards Act, 2000*, S.O. 2000, s. 5.

**20.02** Employees will be allowed a total of 2 weeks' vacation, which may be taken during the mid-term recess or subsequent to the completion of employment duties within an academic term during which they are employed. Scheduling of vacations shall be subject to the academic and residency requirements of the employee's program of studies.

**20.03** All hours of work assigned to the TA for the fall term, including those allocated for marking exams and associated duties, shall be completed as assigned but no later than the close of business on December 24, with one exception as follows:

If a TA is required to mark an exam that falls on or after December 22<sup>nd</sup>, the hours of work will be assigned on December 23<sup>rd</sup> and 24<sup>th</sup> to the extent possible. If marking and associated duties are not complete by the close of business on December 24<sup>th</sup>, additional hours may be assigned and completed over the period up to and including December 31<sup>st</sup>. For each such hour worked, a stipend of half the regular hourly wage rate will be paid on the second regular pay date in January.

**20.04** The Employer shall recognize public holidays as per the *Employment Standards Act, 2000*, S.O. 2000, c. 41, an employee must have approval in writing from his/her supervisor prior to working on a public holiday.

#### **20.05 Religious Holidays**

Each employee is entitled to rearrange his/her work duties without loss of pay in order to observe the religious holiday(s) of his/her faith. In most instances these days are known to employees

well in advance, and therefore the employee must notify his/her employment supervisor as early as possible before the religious holiday(s) about his/her intent to observe such holiday(s).

- 20.06** In the event of a closure under the Emergency Storm Closure Policy, an employee will not suffer a loss of pay as long as he/she makes up the time as deemed necessary by the employment supervisor.

## **ARTICLE 21 – BENEFITS**

- 21.01(a)** For the purpose of CUPE administered and sponsored Benefit Plan(s), the Employer will remit to CUPE Local 3906 the following amounts, payable on the dates noted:

Date the parties exchange notice of ratification: \$222,700

September 1, 2017: \$227,700

September 1, 2018 \$232,700

- (b)** Upon request by the University, the Union will provide a summary report to the University accounting for the expenditure of the funds referenced in Article 21.01(a) to a maximum of once per year.

## **ARTICLE 22 – CUPE LOCAL 3906 DENTAL PLAN**

- 22.01** The Parties acknowledge that CUPE is the contracting party to the Dental Plan agreement and is responsible for its administration.

- 22.02** While CUPE is the contracting party to the Dental Plan agreement, the Employer will send the dental monies to the Union's insurer or third party administrator on CUPE's behalf.

- 22.03** CUPE will automatically enroll all Employees in Classification A in the Dental Plan with single coverage for the academic year in which they are employed.

- 22.04** Effective September 1, 2017, the Employer agrees to make deductions from the pay of Employees in Classification A for dental premiums as follows:

- (i) Prior to September 1 each year, CUPE will provide the Employer with the total annual employee contribution inclusive of 100% of the administrative cost it requires per employee for single benefit coverage for the upcoming academic year;
- (ii) Provided CUPE has complied with Article 22.05(i), the Employer will deduct the total per employee amount identified in Article 22.05(i) as a lump sum amount from the first pay an employee receives in the academic year;
- (iii) At the end of each month, the Employer will remit to the insurer or third party administrator identified by CUPE the total amount of dental premiums it has deducted from employees' pay. The Employer will also provide to the insurer or third party administrator identified by CUPE in an agreed-upon manner a report that includes the following information for each employee:

1. First Name
2. Last Name
3. Employee ID#
4. Total Amount deducted
5. Date of Birth

6. Gender
7. Address
8. Marital Status listed as "single"
9. Hire Date

- 22.05** Should an employee wish to make any changes to his or her coverage, including but not limited to: enrolling in family coverage, opting out of coverage, adding or removing dependents, and arranging for reimbursement, such requests shall be made to and coordinated between CUPE and its benefit provider.
- 22.06** Any further collection or reimbursement of employee contributions, including but not limited to those arising from: early cessation of employment, leaves of absence, or insufficient funds, shall be coordinated between CUPE and its benefit provider.
- 22.07** The Dental Plan has no deductibles and provides for 100% coverage for diagnostic, preventive, and palliative services, 100% for restorative, endodontic, periodontal, and surgical procedures.
- 22.08** For further information regarding the terms and conditions of the Dental Plan negotiated between CUPE Local 3906 and the insurer, contact CUPE Local 3906.
- 22.09** Dental Plan forms are available through the Union Office.

#### **Opt-Out and Family Enrolment**

- 22.10** An Employee who is eligible to be covered under the Dental Plan may choose to opt-out if he/she provides proof to the Union of spousal or other coverage under another dental plan. The "*CUPE 3906 Dental Plan Opt-Out Form*" shall be submitted to the Union by the appropriate date.
- 22.11** Any opt-out or family enrolment will, once approved, remain in effect throughout the academic year.
- 22.12** An "Opt-Out Form" or "Family Enrolment Form" must be provided together with all necessary documentation of alternative coverage to the Union within 15 days of the first date of employment.
- 22.13** All opt-out and family enrolments must be completed for each academic year, and normally will be submitted to the Union by September 15<sup>th</sup> each year.
- 22.14** The Employer contribution to the premium is fixed at a cost per employee of \$321 per benefit year. The premium will be remitted along with 22.04(iii). No adjustments will be made to the contributions made by the Employer as a result of an employee's ineligibility for coverage, cessation of employment, or election to opt-out of the Dental Plan.
- 22.15** Within 2 weeks following the date the parties exchange notice of ratification, the Employer shall contribute \$12,000 towards the premiums for employees electing family coverage. Effective September 1, 2017, the Employer shall contribute \$24,000 per year towards the premiums for employees electing family coverage.
- 22.16** For the benefit year ending August 31, 2017 the Dental Plan shall be administered in accordance with the Letter of Understanding re: Dental Plan.

#### **ARTICLE 23 – TERM**

- 23.01** This Collective Agreement shall be in effect from the date the parties exchange notice of ratification, up to and including August 31, 2019. This Collective Agreement shall remain in effect from year to year thereafter unless either party gives to the other party a written notice of

termination or a desire to amend this Collective Agreement. All provisions of this Agreement, unless specifically identified otherwise, shall be in effect from the date of ratification. All provisions of the previous agreement shall remain in effect until the date of ratification.

**23.02** Notice that amendments are required or that either party desires to terminate this Collective Agreement may only be given within a period of not more than 120 days prior to the expiration date of this Collective Agreement or any anniversary of such expiration date.

**23.03** If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within 21 days after the giving of such notice if requested to do so.

#### **ARTICLE 24 – LEGAL LIABILITY**

24.01 In the event that an employee is named for damages or other civil suit or is charged with criminal or quasi criminal proceedings arising from his/her employment duties on behalf of the Employer, the Legal Liability Policy of the Employer will apply.



**SCHEDULE A – WAGES**

Classification	Hourly Rate			
	Current	Date of Ratification	Sept 1, 2017	Sept 1, 2018
Class A (Employees holding an Undergraduate degree)	\$41.80	<b>\$42.99</b>	<b>\$43.31</b>	<b>\$43.63</b>
Class B (Employees not holding an undergraduate degree)	\$24.00	<b>\$24.68</b>	<b>\$24.99</b>	<b>\$25.30</b>

\* The above rates include statutory holiday pay and 4% vacation pay and as outlined in Article 20.01.

A Teaching Assistant who has not convocated and/or has not had their Undergraduate Degree conferred will be considered to be included in Classification 'B' for the duration of the appointment and will be paid at the Classification 'B' hourly rate defined in the Collective Agreement.

In the case where a Teaching Assistant who is considered to be included in Classification 'B' at the start of his/her appointment has completed their degree requirements prior to the appointment and is approved for graduation by Senate at some point during or after the term of their Teaching Assistant appointment, he/she will be considered to be included in Classification 'A' for the duration of that appointment. The Teaching Assistant will be paid at the Classification 'A' pay rate retroactive to the 1<sup>st</sup> day of the current Teaching Assistant appointment after proof of their Clearance to Graduate is provided in the form of a transcript that contains information that confirms that Senate has approved the degree to be conferred. For clarity, Senate approvals occur in Spring (May and/or June) and Fall (October and/or November) of each year.

## **LETTERS OF UNDERSTANDING**

### **Letter of Understanding re: Hours of Work**

The Parties acknowledge and understand that the School of Graduate Studies, effective September 1, 2015, no longer requires the submission of the Permission Work Form for on-campus work up to 505 hours. However, the School of Graduate Studies continues to recommend a 10 hour weekly average and to monitor the maximum hours worked through McMaster payroll.

The current School of Graduate Studies regulation has not changed in the following respects: it allows for full-time graduate students to work up to a maximum of 505 hours over the academic year (September to August). Under the regulation, if a full-time graduate student chooses to work beyond 505 hours in an academic year, the School of Graduate Studies requires the student to change his/her student status from full-time to part-time. A student who does not maintain his/her full-time graduate student status will have certain implications under the collective agreement.

For clarity, an employee's hours of work are governed by the collective agreement and their particular assignment in a given academic year.

Subject to the Letter of Understanding re: Policies Affecting Terms and Conditions of Employment, it is understood that the School of Graduate Studies policies and regulations may change from time to time and are not subject to negotiation by the Parties.

### **Letter of Understanding re: Lump Sum Payment**

Payable on the second pay date following the date the parties exchange notice of ratification, each employee employed on the date the parties exchange notice of ratification will receive a one-time lump sum payment in the gross amount of \$200.00, subject to all applicable statutory deductions.

### **Letter of Understanding re: Postings and Appointments**

The Parties agree that nothing in Article 13 precludes the Department of Psychology or Engineering 1 from posting and filling Class B vacancies prior to posting and filling Class A vacancies.

### **Letter of Understanding re: Unpaid Personal Leave**

The Parties agree that an employee may request an Unpaid Personal Leave for a variety of reasons. Such a request may be granted at the discretion of the employee's Department Chair or designate for a period of up to 12 months. All Leaves must conclude on the last day of an academic term. An employee will, to the extent possible, endeavour to submit a request for such Leave before the beginning of the term in which the Leave is to commence.

As a result of the Leave, an employee may defer a Guarantee until their return from Leave. An Unpaid Personal Leave does not count against the deferral provision(s) in Article 13.

Dental benefits will not be affected by an Unpaid Personal Leave.

The Employer, at its sole discretion, may backfill an employee on an approved Unpaid Personal Leave. Notwithstanding Article 13, if the Employer chooses to backfill an employee on an Unpaid Personal Leave, the following applies:

- i. there is no requirement to post the opportunity unless the request is made and approved prior to the department's normal posting process; and
- ii. the individual appointed in the backfill capacity will not acquire a Guarantee of re-employment by virtue of accepting the backfill appointment.

Leave must be requested by the last day of the term prior to the term in which this Letter expires.

This Letter of Understanding will expire on the day before notice to bargain can be issued legally.

#### **Letter of Understanding re: Electronic Monitoring**

The parties agree to meet during the term of this Agreement to discuss the issue of electronic monitoring, particularly as it relates to employee privacy, discipline, the ability of employees to perform their duties without undue interference and the Employer's ability to address criminal and other inappropriate conduct using its premises and property.

The parties agree that such discussions may be facilitated through the JLMC.

#### **Letter of Understanding re: Policies Affecting Terms and Conditions of Employment**

Those "Policies, Procedures and Guidelines" published at [www.mcmaster.ca/policy](http://www.mcmaster.ca/policy) affecting terms and conditions of employment, which are not specifically mentioned in this document, will continue in force unless they are changed by the Employer. In those cases where there is a conflict between a policy and this Collective Agreement, the Collective Agreement shall prevail.

The Employer will advise the Union a minimum of 10 days prior to a policy change being presented to the University Senate or Board of Governors as applicable, which will affect the terms and conditions of employment of bargaining unit members. The parties agree that the Emergency Storm Closure Policy is also included in the provisions of this Letter. The Employer will, if requested by the Union to do so, meet with the Union to discuss such change to the policy. The Employer shall consider the Union's comments in good faith.

#### **Letter of Understanding re: Dental Plan Transition**

The Parties agree that the following language will apply with respect to the administration of the Dental Plan, for the 2016-2017 academic year. This Letter of Understanding will expire and cease to apply on August 31, 2017.

- 1.(a) As per paragraph 3, the Employer will make payment on behalf of eligible persons for employee coverage subject to the terms and conditions of the Dental Plan as determined by CUPE Local 3906, Unit 1.

- (b) The above mentioned Dental Plan has no deductibles and provides for 100% coverage for diagnostic, preventive, and palliative services, 100% for restorative, endodontic, periodontal, and surgical procedures.
- (c) For further information regarding the terms and conditions of the Dental Plan negotiated between CUPE Local 3906 and the insurer contact CUPE Local 3906.
- (d) Dental Plan forms are available through the Union Office.

## 2. **Opt Out & Family Enrolment**

- (a) An employee who is eligible to be covered under the Dental Plan may choose to opt-out if s/he provides proof to the Union of spousal or other coverage under another dental plan. The "CUPE 3906 Dental Plan Opt-Out Form" shall be submitted to the Union by the appropriate date, where it will be processed and copied to Human Resources Services.
  - (i) The Union will be primarily responsible for all member communications regarding opt-out and family enrolment. The Union will collect all forms for processing, including ensuring their completion. When processed and by the appropriate date, the Union will forward copies of all forms to the Human Resources Services for administration.
  - (ii) The Employer will administer all necessary data processing, deductions, adjustments and submissions to the insurer for the successful provision of the Dental Plan, both single and family coverage.
  - (iii) The due date for opt-out and family enrolment forms are set according to the requirements of payroll. Normally, these dates will be the 1st Friday of the academic year to take effect on September 1st, and September 30th for effect on October 1st.
- (b) An employee may elect to enrol a spouse and children in family coverage for the dental plan. The "CUPE 3906 Dental Plan Family Enrolment Form" shall be submitted to the Union by the appropriate date, where it will be processed and copied to Human Resources Services.
- (c) An "Opt-Out Form" or "Family Enrolment Form" must be provided together with all necessary documentation of alternative coverage to the Union within 15 days of the first date of employment as identified by the Letter of Appointment.
- (d) Premium deduction adjustment will be made effective the 1st of the month following approval of the "Opt-Out Form" or of the "Family Enrolment Form." If an "Opt-Out Form" is submitted on or before the 1st Friday of the month, adjustments will be made effective the month of submission.
- (e) Any opt-out or family enrolment will, once approved, remain in effect throughout the academic year.
- (f) All opt-out and family enrolments must be completed for each academic year, and normally will be submitted by September 15th each year.

## 3. (a) **Employer Contributions**

- (i) The Employer contribution to the premium is fixed at a cost per employee of \$26.75 per month, plus the Employer pays 50% of administrative costs. The balance of the premium charged by the insurer and 50% of the administrative cost

will be paid by the eligible employees through payroll deduction. While CUPE is the contracting party to the Dental Plan agreement, the Employer will send the dental monies directly to the Union's insurer on CUPE's behalf.

(ii) The Employer shall contribute \$12,000 per year towards the premiums for employees electing family coverage.

- (b) Administrative costs are 10% of the premiums of the Dental Plan.
- (c) Full-time McMaster Graduate Students and regular full-time graduate doctoral students employed as a Teaching Assistant in their 5th and/or succeeding years of their program are eligible for coverage in the dental plan for any academic year in which they are contracted to work at least 130 hours in the period September 1st to August 31st.
- (d) Employees in Classification 'A' are eligible for coverage by the dental plan for any academic year in which they are contracted to work at least 130 hours in the period of September 1st to August 31st.

## APPENDIX A – TEACHING ASSISTANT JOB POSTING

The parties agree that this Appendix sets out the fields of information to be included in the “Teaching Assistant Job Posting” Form.

### Teaching Assistant Job Posting

**Department/School/Unit:**

**Bargaining Unit:** CUPE 3906

Unit #1

**Wage Rate** (include any limitations – i.e. TAs with guarantees only, Class ‘B’ only):

**Date of Posting:**

Course #*	Course Title	# of TAs required	Term **	# of Hours	Projected Enrolment (if available)	Supervisor	Anticipated Duties (see below)

\* Not all courses will be assigned teaching assistants as such decisions are subject to budgetary and enrolment considerations. Required courses with tutorial sections receive priority consideration.

\*\* As defined by the applicable Undergraduate or Graduate calendar found at <http://academiccalendars.romcmaster.ca/index.php>.

### **Anticipated Duties:**

<b>L</b>	Leading Tutorials/Overseeing Laboratories/Field Trip Supervision	<b>P</b>	Preparation (Reading, Attending Lectures, Meeting with Instructor)
<b>S</b>	Student Consultation (Emails, Office Hours)	<b>I</b>	Invigilation
<b>G</b>	Grading (Marking, Entering Marks)	<b>O</b>	Other duties as assigned:

**Lecture/Laboratory/Tutorial Locations, Times and Days (if available):** Please review the Undergraduate Course Timetable prior to applying/indicating your preferences, as TAs may be required to attend some classes. The timetable can be found at <http://registrar.mcmaster.ca/enrol/class-search/>. **Please note:** “C” indicates core section, “L” indicates laboratory section, “T” indicates tutorial section, “D” indicates day, and “E” indicates evening.

<b>Skills, Qualifications, Abilities and Experience – Required &amp; Preferred:</b>	
<b>Other Information***:</b>	

\*\*\* Departmental preferences such as special experience or competence required (e.g. registered in same program/Department, specific courses completed, grades in those courses), full-time or part-time student status, or restriction to applicants not holding an undergraduate degree.

### **For guarantee postings as per 13.02(g)(i):**

Written preferences may be submitted to: \_\_\_\_\_

Applications submitted to: \_\_\_\_\_

### **OR For additional postings as per 13.03(b):**

Preferences must be submitted by 4:30pm on \_\_\_\_\_

Application deadline: 4:30pm on \_\_\_\_\_

All qualified candidates are encouraged to apply. However, those legally able to work in Canada and at McMaster University will be given priority. McMaster is strongly committed to employment equity within its community, and to recruiting a diverse faculty and staff. Accordingly, the University especially encourages applications from women, members of visible minorities, Aboriginal persons, members of sexual minorities, and persons with disabilities.

**Please note:** those who have not, at the time of application, been assigned 260 hours of Teaching Assistantship(s) will be given priority consideration. Those who have already been assigned 260 hours of Teaching Assistantship(s) at the time of application may nevertheless apply. Once the preference noted above has been taken into account, applicants who have already been assigned 260 hours of Teaching Assistantship(s) may be offered the position.

APPENDIX "B": HOURS OF WORK FORM

**The parties agree that this Appendix sets out the fields of information to be included in the "Hours of Work" Form.**

The course instructor and the employee are to fill out this form in accordance with Article 12.03. If changes are required to this form or additional hours are required they are to follow the process in Article 12.04.

Academic Term(s): \_\_\_\_\_ Start Date: \_\_\_\_\_ (if not beginning of term)

Department/School/Unit of Employment: \_\_\_\_\_ Course Name & Number: \_\_\_\_\_

Employee Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Employment Supervisor: \_\_\_\_\_ Email Address: \_\_\_\_\_

<u>Check Classification:</u> (See Schedule "A")	<input type="checkbox"/> "A" Employees holding an Undergraduate Degree	<input type="checkbox"/> "B" Employees <b>not</b> holding an Undergraduate Degree
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Duties	Approx. Hours	Details - Include nature of tasks and expectations of grading. Indicate any weeks where the projected workload is likely to vary from an average of 10 hours.
1. Leading Tutorials/Overseeing Laboratories/Field Trip Supervision		
2. Student Consultation (Emails, Office Hours)		
3. Grading (Marking, Entering Marks)		
4. Preparation (Reading, Attending, Lectures, Meeting with Instructors)		
5. Invigilating		
6. Other		

Hours of Work (fill in the blanks):  
 Specify total number of hours of work (between 32 and 260): \_\_\_\_\_  
 add 3 hours if work is for 1 term, add 6 hours if work is for 2 terms (i.e. 6 unit appointment) + \_\_\_\_\_  
 = \_\_\_\_\_

<b>Required Health and Safety Training Courses</b>	I acknowledge that the mandatory health and safety training required for my Teaching Assistantship position, as outlined at: <a href="http://www.workingatmcmaster.ca/med/document/Training-Matrix-Teaching-and-Research-Assistants-1-36.pdf">http://www.workingatmcmaster.ca/med/document/Training-Matrix-Teaching-and-Research-Assistants-1-36.pdf</a> has been completed, or will be completed by the time my position commences. Y/N
--	--

**We acknowledge that we have discussed duties and anticipated hours of work as above.**

\_\_\_\_\_  
**Employee's Signature**

\_\_\_\_\_  
**Date**

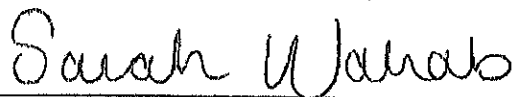
\_\_\_\_\_  
**Employment Supervisor's Signature**

\_\_\_\_\_  
**Date**

In the event of a conflict between the contents of this form and the Collective Agreement, the Collective Agreement shall prevail.

A copy will be sent to the Union office, normally on or before the following dates: October 15<sup>th</sup> for assignments in the fall term; February 15<sup>th</sup> for assignments in the winter term; May 15<sup>th</sup> for assignments in the spring/summer term. If the commencement of the employee's duties in the applicable academic term occurs after the specified date above, then the *Hours of Work* form will be sent to the Union office within 5 business days after completion by the supervisor and employee.

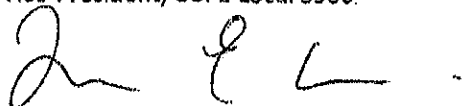
The Union bargaining team has caused this Memorandum to be executed, on its behalf, in the City of Hamilton, Ontario, this 02 day of December, 2016.



Sarah Wahab  
President, CUPE Local 3906



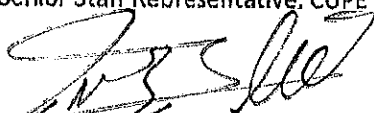
Graham Baker  
Vice-President, CUPE Local 3906



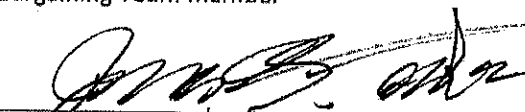
Mary Ellen Campbell  
Staff Representative, CUPE Local 3906



Nancy MacGally  
Senior Staff Representative, CUPE Local 3906



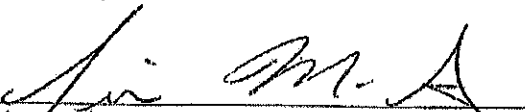
Hadi Eslami  
Bargaining Team Member



Joshua Feather  
Bargaining Team Member



Caroline Fram  
Bargaining Team Member



Liam Midzain-Goblin  
Bargaining Team Member

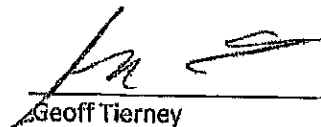


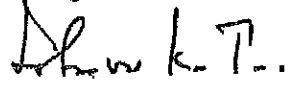
Sarah Shoker  
Bargaining Team Member

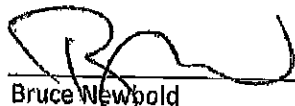


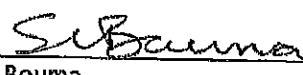
Samson Oort  
CUPE National Representative

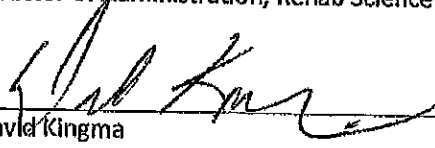


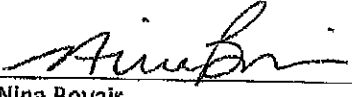
  
Geoff Tierney  
Chief Negotiator

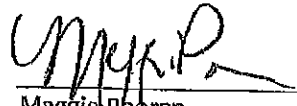
  
Ishwar Puri  
Dean of Engineering & Chair, University Negotiating Team

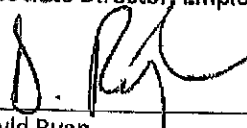
  
Bruce Newbold  
Director, School of Geography & Earth Science & Vice-Chair, University Negotiating Team

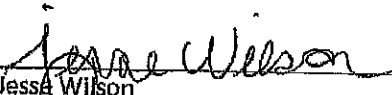
  
Sarah Bouma  
Director of Administration, Rehab Science

  
David Kingma  
Director of Finance & Administration, Faculty of Humanities

  
Nina Bovair  
Administrator, Employee/Labour Relations

  
Maggie Pooran  
Associate Director, Employee/Labour Relations

  
David Ryan  
Advisor, Employee/Labour Relations

  
Jesse Wilson  
Reporting & Control Specialist