

McMASTER UNIVERSITY

and

CANADIAN UNION OF PUBLIC EMPLOYEES/

SYNDICAT CANADIEN DE LA FONCTION PUBLIQUE

LOCAL 3906, UNIT 3

POSTDOCTORAL FELLOWS

COLLECTIVE AGREEMENT

Expires August 27, 2011

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ARTICLE 1 - SCOPE & PURPOSE

1.01 The Scope and the Purpose of this Agreement are to maintain an orderly employment relationship between the parties; to provide machinery for the prompt and equitable resolution of employment related complaints, 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, employee benefits and other employment-related matters.

1.02 The Employer recognizes all members of the CUPE 3906 - Unit 3 bargaining unit as valuable members of the McMaster University academic community.

1.03 The parties acknowledge their joint responsibility to encourage and support teaching and research excellence and recognize the contributions of postdoctoral fellows to McMaster University.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Canadian Union of Public Employees/Syndicat canadien de la fonction publique and its Local 3906 as the sole and exclusive bargaining agent for all employees of McMaster University employed in the Province of Ontario as postdoctoral fellows save and except those postdoctoral fellows employed in the Faculty of Health Sciences. For clarity, the parties understand and agree that this Recognition Clause does not pertain to work performed by a postdoctoral fellow that falls outside the scope of his/her PDF appointment.

ARTICLE 3 – DEFINITIONS

In this Agreement, the following terms shall be defined as set out in this Article, unless a contrary meaning is expressly provided for elsewhere in this Agreement:

“**appointment**” means an appointment to the position of postdoctoral fellow at McMaster University.

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

“**bargaining unit member**” or “**employee**” means a postdoctoral fellow employed by the Employer who is in the bargaining unit described in Article 2.

“**business day**” does not include weekends, public holidays 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.

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

“**Department**” means the division, academic unit or work area, as indicated by the context of an employee’s appointment.

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

“**Employer**” means McMaster University.

“**E/LR 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 of Human Resources Services to represent the Employer in any communications and/or meetings convened pursuant to this Agreement.

“**employment supervisor**” means the faculty member or members to whom an employee normally reports regarding matters pertaining to their employment in the bargaining unit.

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

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

“**Policy Grievance**” means a grievance relating to the general administration, application, or interpretation of this Agreement which will affect or has the potential to affect some or all employees and which seeks a redress pertaining to the general administration, application or interpretation of this Agreement.

“**Postdoctoral Fellow or PDF**” means an individual who is a Postdoctoral Fellow and:

- (a) who has received clearance to graduate with a Ph.D. and obtains an initial appointment with the Employer within the first five years after receiving the Ph.D. degree; and,
- (b) whose salary is paid, in whole or in part, via McMaster payroll; and,
- (c) whose employment supervisor(s) is a faculty member(s) of the Employer; and,
- (d) whose appointment involves substantial research or scholarship, and may also involve some teaching (normally 3 or 6 units in a calendar year); and,
- (e) whose appointment is temporary, normally not to exceed 6 years including renewals.

For clarity: nothing herein expands or restricts the scope of the certificate issued by the Ontario Labour Relations Board on May 13, 2008 (0297-08-R).

“Probationary Period”: means a period lasting no longer than 1/3 of an employee’s appointment, calculated to the nearest full month, regardless of the length of that appointment, but not to last longer than 4 months.

“spouse” For the purposes of this contract, spouse means either of two 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 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.

“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 Agreement.

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

“this Agreement” means the Collective Agreement between McMaster University and Canadian Union of Public Employees, Local 3906 in respect of the bargaining unit for postdoctoral fellows, which unit may hereinafter be referred to as “Unit 3”.

“Union” means the Local in its capacity as the representative of Unit 3.

“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 McMaster University is fixed exclusively in the Employer subject to the provisions of this 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, extend or not extend an appointment, assign, transfer, lay-off, recall, direct, discharge and suspend or otherwise discipline employees, provided that a claim of 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 requirements, 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 the provisions of this Agreement and confirms its commitment to administer this 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 this Article shall not constitute harassment.

4.03 Nothing in this Agreement shall permit or require an employment supervisor or employee to take any action or to refrain from taking any action that is contrary to the rules and or guidelines promulgated by the granting agency or institution with whose funds the employment supervisor funds the employee's salary.

4.04 The Employer will comply with the requirements of the *Employment Standards Act, 2000*, S.O. 2000, c.41.

ARTICLE 5 - UNION REPRESENTATION

5.01 In recognition of the 5 Faculties in which postdoctoral fellows may be employed, the Employer recognizes the right of the union to appoint up to 5 stewards to represent postdoctoral fellows, providing that such stewards are employed as PDFs, or were employed as PDFs under the preceding Collective Agreement. If no stewards are appointed, or if the steward(s) are unavailable, the Chairperson of the Stewards' Council and/or a member of the Local Executive may exercise the rights of a steward.

5.02 The Employer will recognize a Union bargaining team that includes up to 3 employees 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 7 each.

5.03 The parties recognize that all employees in the bargaining unit, including stewards and Bargaining Team 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 reasonable attempt to obtain consent from their employment supervisor, and such consent will not be unreasonably withheld. In circumstances where an employment supervisor is not available, employees will exercise reasonable judgment having regard for the needs of their research, teaching if applicable, and their immediate responsibilities. 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 and in the arrangement reached between the employee and his/her employment supervisor, the Employer agrees that the employee will not suffer any loss of wages.

5.04 Joint Labour-Management Committee

(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, 1 may be appointed from the bargaining unit. Normally, for the Local this representation will include the Local President and the Staff Representative, 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 one 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 two hours.

(d) Co-Chairs

Each party will appoint a Co-Chair. The Co-Chairs will alternate in the role of Chair, meeting-by-meeting.

(e) Agendas

The Co-Chairs will exchange agenda items two weeks prior to each meeting and will issue an agreed agenda one week prior to each meeting. Background materials which may accompany an agenda item will be made available one 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 Co-Chair, a Co-Chair may invite (a) guest(s) to a JLMC meeting for the purpose of providing the Committee with information or expertise.

(g) Minutes

Each party shall be responsible for taking its own minutes of each meeting. Such minutes will be provided to the other party by the Co-Chairs at the time when the next meeting agenda is exchanged.

(h) Administrative Support

The Employer will supply a support person for the JLMC who will be responsible for taking minutes at meetings, drafting minutes for approval by the Co-Chairs, and, circulating notices and agendas for meetings.

(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.

(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) No Loss of Wages

Representatives who are employees in the bargaining unit will be covered for JLMC meetings by the provisions of Article 5.03 of this Agreement.

(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 minuted.

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 inform the Employer of any changes to that list in a timely fashion. Likewise, the Employer will supply the Local 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 the Grievance Procedure, 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 of Human Resources Services, or his/her designate, and the Local Executive.

5.07 The Employer will forward to the Union copies of correspondence and notices that are directed to groups of bargaining unit employees and that pertain to this Agreement.

5.08 The parties recognize that the work of employees in the bargaining unit supports the academic mission of McMaster University, and agree to meet each February, April and October, or at such alternate times as may be mutually agreed, to discuss employment matters of mutual concern within this bargaining unit that have not otherwise been addressed at JLMC. At such meetings the parties may, for example, discuss, review, and share information regarding policies, directives and procedures that apply to bargaining unit members but are not subject to specific provisions of this Agreement as well as Faculty, Senate or Central Administration decisions, of which attendee(s) at the meeting are aware that are reasonably expected to result in a significant alteration to the nature and/or composition of the bargaining unit.

5.09 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.

ARTICLE 6 - NO DISCRIMINATION

6.01(a) The parties agree that there shall be no discrimination, interference, harassment (including sexual harassment), intimidation or coercion exercised or practised by either of them with respect to any employee in the bargaining unit concerning the application of the provisions of this Agreement, by reason of the following: 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 therefrom; 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 includes 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; sexual orientation or same sex partnership status; or any ground prohibited by the *Ontario Human Rights Code*, R.S.O. 1990, c.H-19, as amended.

(b) The parties agree to a definition of harassment, including racial or sexual harassment, as follows: engaging in any vexatious comment or conduct, written or oral, that has no pedagogical point, that is known or reasonably ought to be known to be unwelcome and includes threats or a pattern of threatening or aggressive behaviour by a person in the workplace where the person knows or reasonably ought to know that this behaviour is unwelcome or is likely to create an intimidating, demeaning or hostile working environment. Harassment also includes a reprisal or a threat of reprisal for lodging a grievance alleging a violation of Article 6.01 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.

(c) The definition of sexual harassment shall also include, but shall not be limited to, the following: a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the employee, or by a person with whom contact is required or brought about by the nature of the employee's employment duties, and where the person making the sexual solicitation or advance knows or ought reasonably to know that it is unwelcome, and 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 terms of this Agreement alleging sexual harassment.

6.02 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, the Manager of Employee Health Services or his/her designate, and the employee with a disability requiring workplace accommodation. The Union will be informed of the name and Department of any employee for which a plan has been developed. Members of this bargaining unit are eligible to access the *McMaster University Special Measures Contingency Fund* (a.k.a. the "Accommodation Fund"). Any requests must meet the funding criteria as outlined in the "McMaster University Special Measures Contingency Fund" policy. Documentation pursuant to this Article will be kept in confidence and made available to relevant individuals strictly on a need to know basis.

6.03(a) The parties agree that employees make important intellectual contributions to the University and that their work supports the academic mission of the University. The parties agree that employees enjoy freedom of speech and freedom of thought. The parties also agree that the diversity of traditions across disciplines necessitates that an employee's freedom to pursue his/her own direction of research will vary according individual supervisor/employee arrangements. The parties also agree that no employee will be disciplined for the fact of exercising reasonable intellectual discretion pursuant to and within the parameters of the agreed principles described above and within the scope of the provisions of Article 4 of this Agreement.

(b) The parties agree that employees are protected under any current and future whistleblower policies of McMaster University and that no employee will suffer any reprisals for good faith complaints on matters covered under such policies.

6.04 Any allegation of discrimination and/or harassment under this Article 6 shall be handled through the grievance procedure in a confidential manner. In the event of a grievance resulting from an alleged violation of Article 6.01(c) the grievor may, where the person against whom the allegation is being made would normally deal with the pre-grievance procedure or any step of the grievance procedure, refer the grievance to the next higher step of the grievance procedure.

6.05 Where an employee alleges that he/she has been subjected to any form of harassment as defined in Article 6.01(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 If a complaint arises in matters covered by this Agreement, the grievance procedure in this Agreement is to be used. Therefore, employees who have a complaint/grievance concerning discrimination and/or harassment in their capacity as employees under this Agreement are to use the grievance procedure in this Agreement.

6.07 The Employer and the Union are committed to addressing employment equity issues and recognize the need to discuss issues of mutual concern, in an attempt to find a resolution.

ARTICLE 7 - UNION SECURITY

7.01 The Employer will, during the term of this 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. 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 following pay period. 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.

7.02 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.

7.03 The Union will indemnify and save the Employer harmless from any legal actions or liabilities arising from the application of Article 7.01.

ARTICLE 8 - INFORMATION

8.01(a) Based on the most accurate information to which the Employer has access, the Employer will provide the Union with an alphabetized list of all bargaining unit members within 7 days following the end of each month and in an agreed upon electronic format, which list will include each person's (i) first and last name; (ii) unique employee identifier; (iii) date of initial appointment; (iv) department of work; (v) telephone number; (vi) mailing address; (vii) e-mail address; and (viii) visa status.

(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 members 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) The Employer will have 300 copies of this Agreement printed following ratification by both parties. Within 30 days following the parties' mutual agreement about the final text, it will be sent to the printer.

(b) The Union will reimburse the Employer for 1/3 of the costs of such printing within 30 days of receiving the Employer's invoice and immediately upon receipt of payment will receive 100 of the 300 printed copies of this Agreement. For reference purposes only, the Employer will provide the Union with a copy of this Agreement in an agreed upon electronic format.

(c) The Employer will provide each newly hired employee, at no cost to the employee or the Union, with a copy of this Agreement, if possible prior to the commencement of his/her appointment, and no later than 2 weeks following the commencement of the appointment.

8.03 The Union will share bulletin board space for employment and Union relevant postings as provided to the Canadian Union of Public Employees, Units #1 and #2. The Employer will ensure that all bargaining unit members are informed of the location of bulletin boards in their employment area.

8.04 The Employer will establish an orientation protocol for 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. As part of its employee orientation, the Employer will provide new employees with a letter of introduction to be prepared by the Union. The Employer will also provide the Union with a copy of the orientation protocol, and will provide the Union with updates of the protocol to reflect substantial changes.

8.05

The Employer's current practice is to file Records of Employment ("ROEs") electronically with Human Resources and Social Development Canada. Employees are currently able to view and print their ROEs from the "servicecanada" website. If the Employer's practice of electronic filing is going to change, the Union will receive 10 business days' notice of the change.

ARTICLE 9 - NO STRIKE OR LOCKOUT

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

9.02 The Union agrees that it will not involve the Employer in any dispute that may arise between any other Employer and the employees of any other Employer.

9.03 In the event that any person represented by a trade union, and employed by the Employer, other than those represented by the Union, is engaged in a lawful strike or is lawfully locked out, members of the bargaining unit 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 shall 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, “Grievance Procedure,” or any other right provided for in this 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 in 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 Agreement, shall be as follows:

(i) Pre-Grievance: Except in the case of a grievance arising from a complaint of several individuals, or individual grievances regarding the same issue, which are consolidated and submitted at Step 2 as specified in Article 10.04, it is understood that an employee has no grievance until he/she has first given his/her employment supervisor an opportunity to address his/her complaint. If an employee has a complaint, he/she must discuss it, in the presence of his/her steward or other Union representative if he/she so desires, or exchange correspondence about it with the employment supervisor within 20 business days after the date on which the circumstances giving rise to the complaint originated or occurred, or 20 business days after the date on which he/she reasonably ought to have known of the circumstances giving rise to the complaint. The employment supervisor must give his/her reply to the complainant, with a copy to the Union if a Union representative attended the Pre-grievance meeting, within 20 business days of the matter having been brought to his/her attention. If the employee is not satisfied with the employment supervisor’s response, he/she may file a written grievance in the following manner and sequence:

(ii) Step 1: The employee may submit a written grievance signed by himself/herself and his/her steward or Union representative, to the Chair of his/her Department within 20 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 designate will deliver his/her decision in writing within 20 business days following the day on which the grievance was submitted to him/her. Failing settlement at this Step, then:

(iii) 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 in which the grievor is employed. The Dean 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 designate's discretion, an E/LR Representative to discuss the grievance. The Dean 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:

(iv) 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.

(d) Following an unsatisfactory resolution of the Pre-Grievance procedure outlined in Article 10.01 (c)(i), the employee may proceed to Step 2 if the employee's supervisor is the Chair of the Department in which the employee works, or may proceed to Step 3 if the employee's supervisor is the Dean of the Faculty in which the employee works.

10.02 A Policy Grievance will originate at Step 2. Any Policy Grievance filed by the Employer or the Union must be submitted within 20 business days after the date on which the circumstances giving rise to the grievance occurred or within 20 business days after the date on which the grieving party reasonably ought to have known of the circumstances giving rise to the grievance. A Policy Grievance submitted by the Employer must be signed by the Assistant Vice-President of Human Resources Services or his/her designate, and a Policy Grievance submitted by the Union must be submitted by the Local President, or his/her designate.

10.03 Where a Policy Grievance affects more than one Faculty, it shall be originated at Step 3.

10.04 A grievance resulting from a complaint of several individuals, or several individual grievances regarding the same circumstance(s), may be consolidated and submitted at Step 2 of the Grievance Procedure, within 25 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 individuals.

10.05(a) Subject to Article 10.05(b), a claim by an employee that he/she has been unjustly disciplined or that his/her contract has been unjustly terminated prior to its expiry date 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 15 business days after the discipline or discharge is effected.

(b) Following the filing of a grievance under Article 10.05 (a), the grievance process afforded in Article 10 of this Agreement shall be expedited such that each Employer response and Union referral to a subsequent Step shall normally occur within 10 business days.

(c) Provided that the employee is informed of the terms of his/her employment at the time of appointment, the following shall not be subject to the grievance procedure: (i) the fact of the Employer's failure to extend a contract beyond its defined end-date; (ii) the fact of failure to continue an employment contract due to termination, non-renewal or decrease of the grant(s) or contract(s) funding an employee's position; (iii) the fact of reduction due to termination, non-renewal or decrease of the grant(s) or contract(s) funding the employee's position; or, (iv) the fact of the Employer's termination of an employee during his/her probationary period and any extension thereof.

(d) **Election to Leave Where Reduction Announced:** In circumstances where 10.05(c) (ii) is applicable, and in circumstances where 10.05(c) (iii) is applicable and the reduction is 20% or more of an employee's initial remuneration and the employee elects to leave the position, the employee will be given written notice of termination or pay in lieu thereof as follows:

Complete Years of Service	Notice or Pay in Lieu
Less than 1	1 week
1	2 weeks
2	3 weeks
3	4 weeks
4	5 weeks
5	6 weeks

The Union will be copied on written notices issued pursuant to this provision.

(e) **Probationary Period:** The probationary period is intended to be a period of time for the employment supervisor to adequately evaluate the employee's skills and qualifications and to provide the employee with feedback regarding his/her performance

and suitability for the appointment. While the parties acknowledge that the initial probationary period normally should provide sufficient opportunity for an employment supervisor to evaluate an employee's skills and qualifications, and for an employee to demonstrate his/her skills, qualifications and suitability, the parties also recognize that there may occasionally be circumstances in which the initial probationary period is not sufficient, but in which a brief additional period would be. In such circumstances, the employment supervisor may extend the probationary period by a further period not to exceed 2 months. Notice of such extension must be provided to the Union no later than the final date of the initial probationary period. Any decision to extend a probationary period or to terminate an appointment within a probationary period will be made in accordance with the requirements of Article 4.02. In the event of a probationary termination, a meeting will be held to advise the employee; the union will be notified of the meeting and may, with the employee's agreement, choose to attend the meeting. If the termination occurs within the probationary period, the employee will be given at least 1 week's notice of termination or pay in lieu thereof, but such notice or pay in lieu thereof is not applicable if the termination is for reason(s) of just cause.

10.06 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 provide his/her employment supervisor with reasonable notice of any pending grievance meeting or arbitration and consent to attend same will not be unreasonably denied.

10.07 All agreements reached under the Grievance Procedure between the representatives of the parties will be final and binding upon the parties and the employees.

10.08 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.

10.09 If the Employer or the Union refers a matter to arbitration, it must make such referral in writing and send it 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 that the Minister of Labour appoint sole arbitrator. No person may be appointed as a sole arbitrator who has been involved in an attempt to settle the grievance that is the subject matter of the referral.

10.10 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 have no jurisdiction to (i) amend, alter, modify, add or add to, any provision of this Agreement; or, (ii) issue any decision inconsistent with the terms and provisions of this Agreement, provided that this requirement 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;

(e) he/she shall, in the first instance, have the jurisdiction to determine whether the grievance is arbitrable.

10.11 (a) The time limits fixed in both the Grievance and Arbitration Procedures may be extended only by written agreement of both parties to this 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 of Human Resources Services 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 of Human Resources Services 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 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.

10.12 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 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.

10.13 Inquiries And Hearings Regarding Allegations Of Misconduct In Research:

The provisions of this Article do not apply in circumstances that fall under the *Procedures For Inquiries And Hearings Regarding Allegations Of Misconduct In Research For Faculty, Staff And Post-Doctoral Fellows at McMaster University*, subject to the following understandings:

(a) The Employer will afford members of the bargaining unit the opportunity to be included in the consultation process conducted by the University in the event that changes to the Policy are proposed.

(b) The Union may vest in its National body, Canadian Union of Public Employees, its role in any of the capacities provided for in the Policy.

(c) At the Inquiry stage, the employee/respondent shall be provided with a copy of the Policy and will be informed of his/her right to be accompanied by a friend, colleague, or legal representative which includes a Union representative, during the Inquiry Stage.

(d) During the Inquiry stage, the Dean's responsibilities pursuant to Paragraph 10(h)(iii) of the Policy include taking reasonable steps to avoid loss of wages to non-respondent employees

(e) If procedures for removal are initiated under Paragraph 11(iv) in the policy, procedures under Article 11 of this Agreement will be followed.

(f) For the purposes of Paragraph 16 of the Policy, the Union is recognized as "the appropriate staff association" for employees in this bargaining unit.

(g) An employee/respondent may choose to have the Union represent him/her before a Research Misconduct Hearings Committee. Regardless of whether the employee exercises this right, the Union retains the right to send an Observer to the hearing, subject to the limitation set forth Paragraph 20 of the Policy. The employee's Union representative, if any, and the Union's Observer, if any, shall not be the same person.

(h) Pursuant to Paragraph 25 of the Policy:

(i) in the case of exoneration the employee/respondent will have the right, if he/she so chooses, to involve a Union representative in the consultation process regarding the issuance of statements of exoneration.

(ii) In the event that the Hearings Committee determines that misconduct has occurred, the union will be provided with a list of the recipient(s) of any communications that the Vice-President (Research) provides to granting agencies, coauthors, collaborators, editors of journals, professional societies, appropriate University officers, etc.

(iii) Notwithstanding the provision of the Policy that decisions of the Hearings Committee are binding and cannot be appealed, an employee/respondent may, following the issuance of the Hearings Committee decision, file a grievance alleging that the Policy was invoked in violation of Article 6 of this Agreement. The parties agree a grievance filed pursuant to this Article 10.13(h) (iii) may be referred directly to arbitration within 15 business days of the employee/respondent's receipt of the Hearings Committee decision. The parties agree that such grievance shall be restricted to consideration of whether Article 6 of this Agreement was violated and will not challenge or inquire into the merits of the Hearings Committee decision.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

11.01 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 a verbal warning first, followed by a written warning, followed by suspension prior to discharge. 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 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.

11.03 When the Employer is considering disciplining an employee, the Employer will meet with the employee and a Union representative unless the employee waives his/her right as per 11.02. At this meeting, the Employer will advise the employee of the reason(s) for the meeting and will provide the employee with an opportunity to respond. Within 5 business days of this meeting or within 5 business days of any additional meeting(s) the Employer may require to follow-up on the details of the employee's response, the Employer will impose discipline, if any.

11.04 The Employer will remove warnings or suspensions in an employee's personnel file after the employee has worked 12 months during which there has not been subsequent discipline during that period of time.

11.05 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).

11.06 A copy of all disciplinary letters regarding warnings (written or oral), suspensions or discharges shall be provided to the Union, within 2 business days of their issuance to the employee and will be marked "confidential".

11.07 The provisions of this Article do not apply in circumstances that fall under the *Procedures For Inquiries And Hearings Regarding Allegations Of Misconduct In Research For Faculty, Staff And Post-Doctoral Fellows at McMaster University*, subject to all of the understandings set forth in Article 10.13.

ARTICLE 12 – EMPLOYEE EVALUATIONS

12.01(a) Any employee evaluation shall not affect an employee's academic standing as a student at McMaster University or an employee's current employment in another bargaining unit of the Local.

(b) There shall be no electronic monitoring of employees for the purpose of performance evaluation, without the employee's written consent. It is understood that there shall be no reprisal against any member of the bargaining unit who chooses not to give such written permission.

12.02 Supervisor Evaluations

(a) (i) The parties agree that regular and collaborative discussion of employee performance is of mutual benefit to employees and the Employer. In addition, the Employer may undertake written evaluations of employees, and may use these evaluations in a fair and reasonable manner in making future employment decisions. Such evaluations normally would not be conducted more than twice per contract year.

(ii) Once per contract year an employee may request a written evaluation, in which case the employment supervisor will conduct such an evaluation within a reasonable period of time, which normally will be within 6 weeks of the request.

(iii) The employment supervisor will meet with the employee to discuss any written evaluation prior to the supervisor's formal issuance of the evaluation. The employee normally will be given 5 business days' notice of that meeting.

(b) In the event that an employment supervisor conducts a formal evaluation of the employee's teaching, the employment supervisor will provide the employee with at least 5 business days' notice that an evaluation is to be conducted. A copy of the evaluation will be forwarded to the employee within 2 weeks of such evaluation being completed.

(c) Any written supervisor evaluation shall be included in the employment file, separate from the employee's academic file if the employee is or has been a student. A copy of such written evaluation will be provided to the employee for the employee's own fair and reasonable use.

(d) The employee may add his/her written comments to the employment supervisor's evaluation if he/she wishes. Any such written comments shall be appended to the evaluation.

(e) Employment supervisors will bring performance issue(s)/concern(s) to an employee's attention within a reasonable time of the supervisor becoming aware of it/them.

12.03 Student Evaluations

- (a) The Employer may require student evaluations of any employee whose appointment includes teaching duties.
- (b) Employees will be given at least 5 business days' notice that a student evaluation is to be conducted.
- (c) Processed summaries of the student evaluations will normally be made available to employees after they have been returned to the Department; a copy of the summary will be provided to an employee within 1 week after receiving a written request. If requested by the employee, the employment supervisor for teaching will review and discuss the student evaluations with him/her. The employee will sign a statement that the discussion has taken place and may add his/her written comments.
- (d) Student ratings may be made public by the Employer, with the employee's written permission. It is understood that there shall be no reprisal against any member of the bargaining unit who chooses not to give such written permission. It is understood and agreed by the parties that nothing herein prevents the Employer from releasing aggregate data compiled from student evaluations that does not identify an individual employee.

12.04 Employment Files

- (a) All contents of an employee's employment file shall be treated as confidential. An employee may add information to his/her employment file if such information is job relevant and if such information is confirmed and placed in the file by the employment supervisor.
- (b) After giving two business days' notice of his/her wish to do so, an employee may examine his/her employment file.

ARTICLE 13 - RESOURCES

13.01 The Employer agrees to provide all members of the bargaining unit with appropriate work space and materials necessary for the performance of the employee's work duties. Best efforts will be made to provide reasonable access to the use of other facilities, services and equipment related to employees' teaching duties and responsibilities (e.g., photocopying, audio/visual equipment, telephone). Each employee will have access to a mailbox or file for mail, and the Employer shall ensure that each employee who has teaching responsibilities as part of his/her PDF appointment has a secure storage space for course materials. Any difficulties in this area may be brought to the attention of the appropriate Department Chair.

13.02 (a) The Employer agrees to provide each employee with an email address following the return of a signed copy of the letter of appointment and the completion of the requisite forms. Email Access will be provided for the duration of each employee's appointment.

(b) Employees will be entitled to the same access and borrowing privileges at all University libraries on the same basis as University faculty members.

13.03 Employees are encouraged to bring to the attention of their Faculty Dean or the Director of Administration in their Faculty, circumstances that do not provide for excellence in teaching and/or research. In this situation it is the Dean's responsibility to determine and communicate an appropriate response within a reasonable time.

13.04 For purposes of member access to Athletic facilities at the University, employees are considered staff and are thus part of the "Faculty/Staff/Alumni" membership group as identified on the Department of Athletics and Recreation website.

ARTICLE 14 - HEALTH AND SAFETY

14.01 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 *Occupational Health and Safety Act* as amended, R.S.O. 1990, c.0-1, and the regulations thereunder (the "OHSA").

14.02 In accordance with the principles embodied in the OHSA the Employer and its employees are responsible jointly to implement and maintain an Internal Responsibility System. To that end:

(a) The Employer or the employment supervisor, as the case may be, shall be responsible for informing any employee of any procedures or policies established by the Employer and associated with the safe handling of materials or equipment; require them to use any protective devices, clothing or equipment, and to follow such procedures; and advise such persons of the existence of hazards, of which the Employer is aware or ought reasonably to be aware, associated with the employee's employment duties.

(b) 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.

(c) 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.

14.03 In Departments where bargaining unit members are employed and in which there is a legal Joint Occupational Health and Safety Committee ("JHSC"), one such employee will have the opportunity to sit as a worker representative on that committee. This is subject to the following:

(a) The academic based legal JHSCs include:

- i) Business
- ii) Arts (including Social Science and Humanities)
- iii) The Ivor Wynne Centre (including Recreational Services and Kinesiology)
- iv) Science
- v) Engineering
- vi) Other, as subsequently designated by the Central Joint Health and Safety Committee

(b) The Employer maintains the right to relocate and/or make changes to the above noted JHSCs as conditions require or as it deems appropriate.

(c) The introduction and placement of selected worker representatives onto JHSCs will be facilitated by Environmental and Occupational Health Support Services.

(d) Selected worker representatives are entitled to carry out their duties under the OHSa without loss of remuneration.

14.04 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 will form part of this Agreement at the time of its repeal and that the role of the inspector will then be assumed by the Manager, Environmental and Occupational Health Support Services. Should Section 43 of the OHSa form part of this Agreement in the future, it shall be interpreted in compliance with the Ontario Labour Relations Board cases and court cases which interpreted Section 43 prior to its repeal.

14.05 (a) Normally, hazards in the workplace are reported to the employee's employment supervisor. An employee who identifies a workplace hazard when the employment supervisor and/or head of the academic unit are not available, will report the hazard to McMaster University's Security Services. 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 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.

14.06 No employee will be discharged, penalized or disciplined for acting in compliance with this Article or with the OHSa and/or its regulations.

14.07 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.

14.08 **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 first available on-site core certification training program, subject to the operational needs and reasonable scheduling requirements of the Employer. Employees denied the first 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) The Employer will ensure that all employees receive WHMIS training.

(f) The nature of other Occupational Health & Safety training will be as determined pursuant to the Job Hazard Analysis Program outlined in the Risk Management Manual.

14.09 **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.

14.10 **Ergonomics**

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

14.11 **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 to ensure that safety equipment, materials, and protective devices (including protective clothing) are maintained in good condition. The Employer shall cover the cost of required cleaning of protective wear and clothing.

14.12 **First Aid/CPR Certification**

The Employer will continue to provide access to First Aid/CPR and (re)certification training at no cost to employees. In choosing the session to attend, employees will consult with their employment supervisor and exercise reasonable judgment having regard for the needs of their research and any teaching responsibilities.

14.13 Violence in the Workplace

(a) The Employer and the Union agree that violence in the workplace is not appropriate.

(b) “Workplace violence” means the exercise of, or the attempt to exercise force by a person against an employee in the workplace that causes or could cause injury to the employee, and can include abuse, threats, intimidation or assault by physical, verbal, or written means where that person knows or ought reasonably to know that such conduct would be perceived as violent. If the EOHSS definition set forth in the Violence in the Workplace program is amended by the CJHSC, the parties will execute a Letter of Understanding to reflect the amended definition.

(c) Employees are encouraged to report workplace violence to their employment supervisor or Department Chair as well as to their union representative and, where appropriate, 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. In choosing the session to attend, employees will consult with their employment supervisor and exercise reasonable judgment having regard for the needs of their research and any teaching responsibilities.

(f) The Employer and the Union recognize that where preventative measures have failed to prevent violent incidents, the employee will be entitled to access counseling and support available through the EFAP, at no cost to the employee. If counseling needs to be scheduled during an employee’s working hours, the employee will have reasonable flexibility to attend such counseling, having regard for the needs of his/her research and any teaching responsibilities. The employee may have his or 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.

14.14 Policies and Manuals

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

ARTICLE 15 - HOURS OF WORK AND SCHEDULING

15.01 The parties recognize that employees in this bargaining unit will be primarily involved in research and scholarship. As such, the parties also recognize that there must be some flexibility with respect to the hours demanded by each employee’s work to allow

employees and supervisors to tailor employees' hours of work to the specific needs of the research and scholarship. The parties recognize that this arrangement is mutually beneficial for both employees and supervisors.

15.02 Each Monday, or the previous Friday, if Monday is not a business day, it is the employee's responsibility to submit, in writing to the Department Administrator, the number of hours he/she worked in the previous week. If the employee fails to do so, the hours worked for the previous week normally will be deemed to be 35, unless the employment supervisor notifies the Department Administrator otherwise, in writing, with a copy to the employee.

15.03(a) The parties recognize that the needs of an employee's research and the needs of the employment supervisor's research program may require the performance of irregular hours of work.

(b) In no case shall an employee be required to work more than 60 hours in any one week.

(c) No employee shall work more than 176 hours in any 2 consecutive bi-weekly pay periods without advance written approval from his/her employment supervisor.

(d) If an employee works in excess of 176 hours in 2 consecutive bi-weekly pay periods, the employee will be entitled to compensating time off (CTO) calculated at a rate of 1.5 hours for every additional hour worked provided that all such additional hours were approved in accordance with 15.03(c).

(e) Employees will discuss the taking of any accrued CTO with their employment supervisor and CTO will be taken at a time mutually agreeable to the employment supervisor and employee, but in all cases it will be taken within 3 months of the work week in which the CTO was earned and prior to the end of the employee's contract. Employees must advise the Department Administrator when CTO is being taken.

15.04(a) If an employment supervisor requires or requests that an employee to attend conferences/seminars/workshops, hours spent by the employee in scheduled sessions at such events will be deemed to be part of his/her normal hours of work. The employee must include such time on the weekly hours of work report given to his/her Department Administrator.

(b) The parties understand and agree that in circumstances where conference/seminar/workshop attendance is undertaken at the employee's request or on a voluntary basis, the employee and the employment supervisor may make arrangements deeming such hours to be, hours of work, vacation, leave of absence, compensating time off, *etc.*, as they see fit. The employee must record the number and nature of such hours on the weekly hours of work report given to his/her Department Administrator.

ARTICLE 16 - POSTINGS AND APPOINTMENTS

16.01 The parties acknowledge that PDF candidates come to the attention of Primary Investigators/Researchers through a number of appropriate avenues, including direct communication with a candidate(s) and/or with colleagues. The Employer agrees to fill all bargaining unit positions according to the provisions of this Article, except those funded exclusively by grants awarded to individual postdoctoral fellows by external granting agencies and in instances in which an appointment is arranged as a result of the employment supervisor having been contacted directly by a candidate(s) and/or colleague(s). When an opportunity is posted, it will remain open for a period of not less than 10 business days, and no offer of appointment will be made until after the posting has closed.

16.02 A posted opportunity will, in addition to reasonable locations of the Employer's choosing, be posted on the relevant CUPE 3906 departmental bulletin board(s) and an electronic copy of the posting will be provided to the Union.

16.03 A posting will identify the following: job title, description of the area or topic of research, required teaching if any, remuneration, supervisor and academic unit, union local and bargaining unit, date of posting and application deadline, start date and duration of the appointment, required qualifications, restrictions (if applicable), the application procedure, required documentation (*e.g.*, *C.V.*, references, publications, *etc.*), and the employment equity statement set forth in 16.04 below.

16.04 **Employment Equity Statement to be on all job postings:** 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, members of visible minorities, Aboriginal persons, members of sexual minorities and persons with disabilities.

16.05 The parties acknowledge that short-term appointments for less than 12 months can be appropriate. However, the Employer acknowledges that it is inappropriate to use a series of appointments that are for less than 12 months for the purpose of intentionally avoiding the recruitment of a single candidate for a period of 12 months or more.

16.06 The Union may direct questions regarding a job posting to the Director of Administration in the Faculty from which the posting arises, with a copy to the appropriate E/LR Representative, and if a resolution is not reached following discussion with the Director of Administration and/or the E/LR Representative, the Union may initiate a grievance of the matter at Step 2.

16.07 The Union will be copied on letters of appointment and letters of extension.

16.08 Where an employee who has been employed for a period of at least 3 years applies for a full-time faculty position and does not get hired, the employee, at his/her written request, will be granted a meeting with a member of the selection committee to discuss his/her job application. The parties understand and agree that this meeting is to

be for pedagogical purposes only and does not include any right for the employee to be accompanied by a union representative.

ARTICLE 17 - REMUNERATION

17.01 The Employer's current practice is to pay bi-weekly by direct deposit. The Employer will continue this practice.

17.02 Should a pay day fall on a Public Holiday as specified in the *Employment Standards Act, 2000*, pay will be deposited on the working day immediately prior to the Public Holiday.

17.03(a) The parties recognize that, from all combined sources including internal and external sources, the annualized stipends/salaries for employees fall within a range. Based on the payroll information available, the University will, as at January 1st and July 1st of each calendar year, post a *Notice of Postdoctoral Salary Ranges* stating the then current 20th percentile and 80th percentile of postdoctoral fellowship salaries/stipends. As of July 1, 2009, the 20th and 80th percentiles for such salaries/stipends were \$36,600.00 and \$45,000.00, respectively, with a median of \$40,000.00.

(b) While employment supervisors retain flexibility in determining the appropriate stipend/salary for each employee having regard for available funding, a candidate's specific qualifications, references and academic record, and market trends, in no case shall an employee's total base annualized stipend/salary from all combined sources including internal and external sources be less than the amount stipulated in 17.03(c) or a pro-rated equivalent thereof for an employee who holds a partial appointment or whose appointment is for less than 12 months, unless the minimum per annum stipend/salary payable by an Employment Supervisor as stipulated by NSERC in the *Tri-Agency Financial Administration Guide* exceeds this amount, in which case the NSERC amount shall be considered the minimum – subject to any maximum amount set by any other applicable funding agency.

(c) The stated minimum applicable to each postdoctoral fellow shall be as follows:

Complete Years of Service	Minimum Salary Contract Year 1	Minimum Salary Contract Year 2
Less than 1	\$27,500.00	\$28,250.00
1	\$28,250.00	\$29,000.00
2	\$29,000.00	\$29,750.00
3	\$29,750.00	\$30,500.00
4	\$30,500.00	\$31,250.00
5	\$31,250.00	\$32,000.00

For purposes of calculating an employee's "Complete Years of Service" an employee's service in all appointments will be added together, so long as the period of time between any 2 appointments does not exceed 12 months.

(d) If at any time during the employee's appointment, the employee obtains additional funding that was not originally anticipated in the current appointment letter, the employment supervisor's financial commitment may be offset, in whole or in part, by an amount commensurate with such funding. If such funding secured by the employee is reduced or eliminated, the employment supervisor will reinstate his/her financial commitment by the amount of such reduction, up to the level of the employment supervisor's financial commitment originally stated in the current appointment letter. This requirement does not extend to appointment extensions or new appointments.

(e) Subject to the provisions of Article 10.05(c) (ii) and (iii), no person who holds an appointment on the date that this Agreement is ratified by both parties shall be subject to a reduction in the annual salary/stipend paid by the Employer for that appointment as a result of the implementation of the above stated minimum.

17.04 (a) Each employee who is employed on the date of ratification of this Agreement by members of the bargaining unit shall receive a one time, lump sum payment in the gross amount of \$500.00. This payment shall be made within 30 days following the date of ratification and shall be subject to all applicable deductions and remittances.

(b) Each employee who is employed on the 1st anniversary of the date of ratification of this Agreement shall receive a one time, lump sum payment in the gross amount of \$500.00. This payment shall be made within 30 days following the first anniversary of the date of ratification and shall be subject to all applicable deductions and remittances.

17.05 Where teaching is a component of a PDF appointment, the employee shall be eligible to receive supplemented fees (paid as a lump sum) based on official class size as follows:

DATE

Per Three Unit Course: \$5.75 for every student who exceeds 75 students

Formula: $(\text{Official Class Size} - 75) \times \$5.75 = \text{lump sum amt.}$

Per Six Unit Course: \$11.50 for every student who exceeds 75 students

Formula: $(\text{Official Class Size} - 75) \times \$11.50 = \text{lump sum amt.}$

17.06(a) If an employment supervisor requires an employee to travel as part of his/her employment, the employee will be reimbursed in accordance with the Employer's "Travel Policy and Procedures" for travel expenses incurred as a direct result of such travel. All travel expenses must be pre-authorized by the employment supervisor to be eligible for reimbursement, and, it is understood that mileage does not include an employee's travel between his/her home and his/her normal place(s) of work.

(b) The parties understand and agree that in circumstances where travel is undertaken at the employee's request or on a voluntary basis, the employee and the employment supervisor may make such travel expense reimbursement arrangements as they see fit.

ARTICLE 18 – BENEFITS

18.01 During the Term of this Agreement, the Employer will continue to provide those “Benefits and Services Available to Postdoctoral Fellows” as set forth in Section 5 of the *Policy on Postdoctoral Fellows*, as outlined in further detail in the University’s 2005 *Benefits Booklet for Postdoctoral Fellows*, and as detailed below. The benefits and substantive administrative details set forth in the *Policy* and/or the *Booklet* will not be amended without written agreement by the Union.

18.02 (a) If an employee holds an initial appointment of less than 12 months, and if that appointment is subsequently extended such that the extension period, together with the initial appointment, results in a total appointment period that is for 12 months or more, then the employee shall be entitled to participate in extended health and group life benefits plans included in Article 18.01 from the date of such extension.

(b) For purposes of calculating benefits entitlement, an employee’s service in all appointments will be added together, so long as the period of time between any 2 appointments does not exceed 6 months.

18.03 Tuition rebates for University courses are available to employees pursuant to the Employer’s *Policy on Tuition Assistance for Employees*. If an employment supervisor requires an employee to attend a course as part of their employment, the employee shall not be responsible for the tuition cost. The Employer will not institute a fee targeted exclusively at bargaining unit employees in relation to their obtaining or maintaining status as postdoctoral fellows at the University.

18.04 Employees are entitled to access the McMaster University Employee and Family Assistance Programme.

18.05 The Employer will continue to pay 100% of UHIP premiums charged, during the initial 3 months of employment, to bargaining unit members and immediate family required to enroll in the Plan.

18.06 **Dental Plan** The University will provide a fixed contribution of \$25.00 per month toward the applicable premium for each employee enrolled in the Union’s Dental Plan.

ARTICLE 19 – FUNDS

19.01 Upon ratification of this Agreement and at the commencement of each contract year thereafter the Employer will establish a \$20,000.00 “Postdoctoral Fellow Support Fund” to be administered by the School of Graduate Studies.

(b) The Employer will provide the Union with quarterly reports detailing the disbursement of the “Postdoctoral Fellow Support Fund.”

19.02 **Childcare**

The parties will jointly commit to engage in discussions during the Term of this Agreement with McMaster University childcare facilities to investigate the possibility of making available a reasonable number of spaces at such facilities for use by employees.

ARTICLE 20 - HOLIDAYS, VACATION AND OBSERVANCES

20.01 Employees are entitled to paid holidays in accordance with the *Holiday Schedule for Salaried Employees* as currently published on the Employer's "working@mcmaster" website. An employee must have approval in writing from his/her supervisor prior to working on any public or paid holiday.

20.02 **Religious Holidays**

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

(b) When an employee utilizes such day(s) he/she must include such days on the weekly hours of work report to given to his/her Department Administrator.

20.03 **Vacation**

(a) Employees' annual salary is inclusive of pay for vacation time. Unused vacation time cannot be carried forward into subsequent years without the express written consent of the employment supervisor. The employee and his/her employment supervisor must make every effort to see that full vacation entitlement is taken during the period for which it was granted.

(b) An employee's minimum annual vacation entitlement will be in accordance with the following schedule, and will be pro-rated for any portion of an employee's appointment that is less than 12 months:

Complete Years of Appointment	Vacation in the Form of business days
Less than 1	Pro-rated equivalent of 15 days
1 but less than 2	15
2 or more	20

(c) For purposes of calculating "Complete Years of Appointment" an employee's service in all appointments will be added together, so long as the period of time between any 2 appointments does not exceed 12 months.

(d) Each person who is an employee on the date of ratification of this Agreement by both parties shall retain not less than his/her then current annual vacation entitlement that is in effect upon the date that this Agreement is ratified by the both parties.

(e) Subject to the approval of his/her employment supervisor, an employee may choose the time of his/her vacation leave.

(f) When an employee utilizes such day(s) he/she must include such days on the weekly hours of work report given to his/her Department Administrator.

20.04 National Day of Mourning: Each year on April 28 at 11:00 a.m., one minute of silence may be observed in memory of workers killed or injured on the job. If their immediate work responsibilities permit, employees who are members of the CJHSC or of a JHSC may attend the University's National Day of Mourning ceremonies; employees will exercise reasonable judgment having regard for the needs of their research and any teaching responsibilities.

20.05 Remembrance Day: Employees may observe two minutes of silence at 11 a.m. on Remembrance Day each year.

20.06 Women's Day: Employees may observe a moment of silence on Women's Day each year.

ARTICLE 21 - SICK LEAVE

20.01 Employees shall be credited with 10 paid business days per appointment year, or a pro-rated portion equivalent thereof for any portion of an employee's appointment that is less than 12 months, in respect of absences because of personal illness or injury during that appointment year. When an employee utilizes such day(s) he/she must include such days on the weekly hours of work report given to his/her Department Administrator. There will be no carry-forward of sick days from one appointment year to the next and there will be no cash payout of unused sick days. In the event that an employee takes a leave of greater than 5 consecutive business days, the employment supervisor can require a doctor's note to substantiate the employee's absence. Obtaining a doctor's note will be at the employee's expense.

ARTICLE 22 - OTHER LEAVES

22.01 Statutory Leaves

(a) The Employer will comply with the requirements of the Part XIV of the *Employment Standards Act*, 2000 S.O. 2000, c.41 as amended, and the regulations thereunder, with respect to statutory leaves of absence. Currently, statutory leaves include: pregnancy leave, parental leave, family medical leave, personal emergency leave, declared emergency leave, reservist leave, and organ donor leave.

(b) The Employer will post an information sheet for employees, summarizing the *Employment Standards Act* provisions regarding these leaves.

22.02 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 means the employee's spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother and grandfather. Requests for additional leave 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 without pay, 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, interment or the like.

(d) When an employee utilizes such day(s) he/she must include such days on the weekly hours of work report given to his/her Department Administrator

ARTICLE 23 - TRAINING

23.01 Employees are eligible for training through the Centre for Leadership and Learning ("CLLC") at McMaster University. Such training will not interfere with an employee's regular employment duties and responsibilities. Appointment letters will include reference to this access to the LTRC.

23.02(a) The parties recognize that employees' work includes developing, using and/or implementing new technologies. No employee will be terminated solely because of the introduction of a new technology.

(b) Where instructional technologies (e.g., WebCT, ELM, Learnlink) are required as a component of an employee's teaching duties, training will be provided at no cost to the employee.

23.03(a) When an employee is required to attend or otherwise completes mandatory employment related training such training will be deemed to be part of his/her normal hours of work.

(b) Where the Employer requires that any bargaining unit member attend mandatory training or orientation every effort will be made to provide reasonable notice.

ARTICLE 25 - TERM

25.01 This Agreement shall be in effect from the date of its ratification by both parties for a period of 2 years and this 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 Agreement.

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

24.03 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.

DATED AT Hamilton, Ontario, this 27th day of August, 2009.

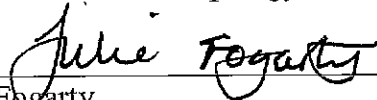
FOR THE UNIVERSITY



Allison Sekuler
Associate Vice-President and
Dean of Graduate Studies

ON SABBATICAL

Hendrik Poinar
Associate Professor,
Department of Anthropology



Julie Fogarty
Administrator,
Department of Mathematics and Statistics

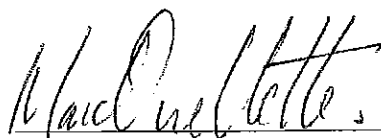


Vania Loyzer
Administrator,
Mechanical Engineering

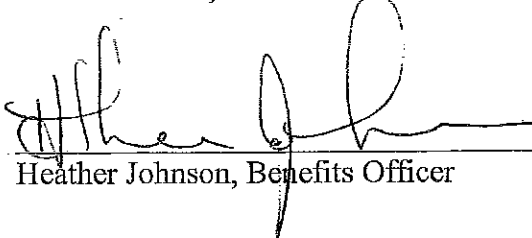
FOR THE UNION



Mary Ellen Campbell, Local President



Marc Ouellette, Local Vice-President



Heather Johnson, Benefits Officer



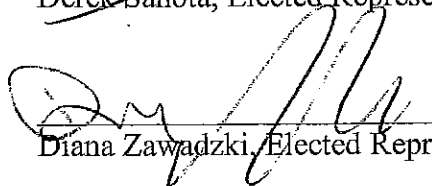
Nancy MacBain, Staff Representative



Jesse Payne, Staff Representative



Derek Sahota, Elected Representative



Diana Zawadzki, Elected Representative



Mary Ellen Campbell
President, CUPE Local 3906

Dear Ms Campbell:

Letter of Understanding: Hamilton Street Railway (HSR) Bus Passes

This letter will confirm that, upon ratification of this Agreement by both parties, the Employer and the Union agree to work together and use their best efforts to negotiate a discounted HSR bus pass rate for postdoctoral fellows.

Yours Sincerely,

A handwritten signature in cursive script that reads "Wanda McKenna".

Wanda McKenna
Director, HR Employee Services & Support



Mary Ellen Campbell
President, CUPE Local 3906

Dear Ms Campbell:

Letter of Understanding: Policies affecting terms and conditions of employment

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

The Employer will advise the Union a minimum of 15 days prior to changing a policy affecting terms and conditions of employment. 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.

Yours Sincerely,

A handwritten signature in cursive script that reads "Wanda McKenna".

Wanda McKenna
Director, HR Employee Services & Support



Mary Ellen Campbell
President, CUPE Local 3906

Dear Ms Campbell:

Letter of Understanding: Article 16: Postings and Appointments

The parties agree that there shall be no grievance filed alleging a violation of Article 16.01 in respect of postings made within 3 months after the ratification of this Agreement by both parties, and that the parties will, rather, work together to rectify any problems or misunderstandings with respect to the new posting requirements.

Yours Sincerely,

A handwritten signature in cursive script that reads "Wanda McKenna".

Wanda McKenna
Director, HR Employee Services & Support



Mary Ellen Campbell
President, CUPE Local 3906

Dear Ms Campbell:

**Letter of Understanding: Supplementary Unemployment Insurance Benefit for
Employees on Pregnancy Leave**

The University will establish a contingency fund in the total amount of \$20,000.00 during the Term of this Agreement, to be available to employees who are on pregnancy leave but who have no other source of funding that supplements Employment Insurance (EI) maternity leave benefits. To be eligible to access this fund the employee must have completed 1 year of service prior to the commencement of their pregnancy leave.

Payments through this fund will be in the form of Supplementary Unemployment Benefits (SUB). It is understood that the total amount paid to an employee will vary depending on that employee's Employer-paid base salary/stipend, and EI eligibility. In no case, however, will the total payment to an employee through this fund exceed \$6,500.

Employees funded through this program will be entitled to SUB for up to 17 weeks. For the first 2 weeks of the pregnancy leave the employee's SUB will be 95% of her Employer-paid base salary/stipend. Thereafter the employee's SUB will be the difference between the amount of weekly EI benefits received and 95% of her Employer-paid base regular/stipend. SUB payments can only commence when the member provides proof that she is receiving EI benefits or she is disqualified from EI benefits. Employees should understand that such proof will not be made available until after the leave has commenced, and hence Employer payments will be retroactive.

If an employee does not qualify for EI benefits, the weekly amount paid will be 40% of the employee's Employer-paid base salary/stipend.

Yours Sincerely,

A handwritten signature in cursive script that reads "Wanda McKenna".

Wanda McKenna
Director, HR Employee Services & Support



Mary Ellen Campbell
President, CUPE Local 3906

Dear Ms Campbell:

Letter of Understanding TO BE APPENDED TO UNIT 2 AGREEMENT

The Parties agree that an employee in CUPE Unit 3 who has taught at least 18 units as part of his/her employment in the Unit 3 bargaining unit and who subsequently obtains a Sessional Faculty position in the Unit 2 bargaining unit will qualify to be paid at the appropriate (Aggregate Seniority) rate set out in Schedule "A" Wages in the Unit 2 Collective Agreement on the same basis as Unit 2 employees, unless there has been a break of 36 months or more between the last Unit 3 teaching assignment and the commencement of the Unit 2 teaching assignment that the employee has obtained.

Yours Sincerely,

A handwritten signature in cursive script that reads "Wanda McKenna".

Wanda McKenna
Director, HR Employee Services & Support