

Collective Agreement

between

McMaster University

(the Employer)

and

The McMaster University Staff Association

(the Association)

Expiry Date: June 15, 2003

This document shall be subject to editing

for issues such as typos, numbering, and formatting.

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## **PURPOSE / PREAMBLE**

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

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

University.

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

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**ARTICLE 1 - TERM OF AGREEMENT**

**1.01** This Agreement shall be effective from the 30th day of August 2001 and shall continue in effect up to and including the 15th day of June 2003.

**1.02** This Agreement shall continue automatically thereafter for annual periods of one year, unless either party notifies the other in writing, within a period of ninety (90) calendar days immediately prior to the expiration date, that it desires to amend or terminate this Agreement.

If notice to bargain is given by either party, the parties shall meet within twenty-one (21) days, or as otherwise agreed by the parties, for the purpose of commencing negotiations.

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**ARTICLE 2 - RECOGNITION**

The University recognizes the Association as the sole and exclusive bargaining agent for Members as defined by the certificate of the Ontario Labour Relations Board, number 4081-98-R dated 9th day of February, 2000. **File No.** 4081-98-R

The Labour Relations Act, 1995

Before the Ontario Labour Relations Board

**Between:**

The McMaster University Staff Association,

**Applicant,**

- and -

McMaster University,

**Responding Party**

**Certificate**

Upon the application of the applicant and in accordance with the provisions of the Labour Relations Act, THIS BOARD DOTH CERTIFY The McMaster University Staff Association as the bargaining agent of all non-academic employees of McMaster University in the Province of Ontario, save and except:

- a) persons exercising managerial functions or employed in a confidential capacity in matters relating to labour relations within the meaning of subsection 1(3)(b) of the Labour Relations Act;
- b) physicians employed in a professional capacity;
- c) hourly staff of the Parking and Transit Services;
- d) temporary and casual staff;
- e) Research Associates (Academic) employed in that capacity for less than two years (after two years they shall be in the bargaining unit), Post-Doctoral Fellows, Clinical Scholars, Clinical Fellows, Research Fellows, Teaching Fellows, Conversational Assistants, Visiting Scientists, and Visiting Professors;
- f) employees in bargaining units for which any trade union held bargaining rights under the Labour Relations Act as of March 2, 1999;
- g) employees represented by the McMaster University Faculty Association;
- h) professional librarians employed in a professional capacity; and
- i) employees in job classifications in the Management Group (TMG) as of March 2, 1999, as described in and modified by the memorandum of agreement between the parties dated January 20th, 2000, or their subsequent equivalents.

This certificate is to be read subject to the terms of the Board's decision(s) in this matter and, accordingly, the bargaining unit described herein is to be read subject to any qualifications referred to in the said decision(s) of the Board.

DATED at Toronto this 9th day of February, 2000.

ONTARIO LABOUR RELATIONS BOARD

P. M. Grenier

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Deputy Registrar Official Seal of the Board **File No.** 4081-98-R

See Appendix I which is the Decision of the Ontario Labour Relations Board dated February 9,

2000 which further sets out information regarding exclusions, inclusions, and other details in regard to the Bargaining Unit.

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### **ARTICLE 3 - DEFINITIONS**

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

**"The Parties"** shall be deemed to be McMaster University (the University) and the McMaster University Staff Association (the Association, also referred to as MUSA).

**"Agreement"** is the collective agreement between the University and the Association.

**"Association"** is the McMaster University Staff Association (also MUSA). The Association is a trade union defined by the certificate of the Ontario Labour Relations Board, Number 4081-98-R, dated February 9, 2000, and is hereinafter referred to as the Association.

**"Association Representative"** means an Employee who has been duly authorized to represent MUSA with respect to matters related to this Agreement, and shall include Employees elected or appointed to MUSA, officers and representatives and other Employees who are duly appointed to represent MUSA on any committee.

**"Basic Rate of Pay"** means the applicable pay step in the pay grade as set out in the salary grid and it is expressed as an hourly rate.

**"Bargaining Unit"** is defined and clarified by the certificate of the Ontario Labour Relations Board Number 4081-98-R, dated February 9, 2000, as set out in Article 2.

**"Board"** is the Board of Governors as defined in the McMaster University Act (1976).

**"Day"** means calendar day unless otherwise specifically stipulated.

**"Department"** means the division, academic unit or work area, as the context may require.

**"Designate"** is an individual authorized to act on behalf of an officer of the University, or an individual named to represent an Employee, group of Employees or the Association.

**"Employee"** when printed with an initial upper case letter is an employee of McMaster University who is within the Bargaining Unit as defined by the Ontario Labour Relations Board Certificate, number 4081-98-R, dated February 9, 2000.

**"Employer"** refers to McMaster University (the University).

**"Floating days"** are holidays which are defined by this contract and may occupy different calendar days on different years.

**"Holidays"** are paid days away from work as specified by statute or this agreement and may also be called "specified holidays".

**"Layoff"** means a loss of employment by an Employee.

**"MUSA"** is the McMaster University Staff Association (the Association).

**"Officers"** are elected representatives of the Association. The Officers include the President, Past-President (Emeritus), Vice-President (Internal), Vice-President (External), Chair of the Grievance Committee, Treasurer, Secretary, Chair of the Membership Committee, Chair of the Negotiating Committee, the Editor of *MUSA News* and two (2) Members-at-Large or such representatives or titles that may be created through a lawful MUSA constitutional amendment.

**"Pension Plan"** shall mean the Contributory Pension Plan for Salaried Employees of McMaster University including McMaster Divinity College.

**"President"** means the President of the University.

**"Representative"** means an Employee who has been duly authorized to represent the Association through election or appointment as per the Association Constitution.

**"Same Sex Partner"** refers to a person of either sex cohabiting with an Employee in a conjugal relationship for a continuous period of not less than one (1) year.

**"Senate"** is the Senate of McMaster University.

**"Spouse"** is defined as a man or a woman married to an Employee, or a person of the opposite sex who has been cohabiting with an Employee continuously for a period of not less than one (1) year.

**"Supervisor"** is the person who directs an Employee's work or to whom an Employee normally reports. This person may also be referred to as "Manager".

**"University"** means McMaster University, and its designates, the Board of Governors of McMaster University, or any officers authorized to act on behalf of the Board, and is hereinafter referred to as the University.

**"Working Day"** means Monday to Friday, exclusive of holidays recognized by the University.

### **3.02 Types of Employees:**

**"Employee"** means any Employee of the University for whom the Association has been

certified as bargaining agent.

**(a) "Full-time Employee"** means an Employee who works a regular work week of at least thirty-five hours, unless otherwise specifically stipulated.

**(b) "Part-time Employee"** means an Employee who works less than a regular thirty-five hour work week, unless otherwise specifically stipulated.

**(c) "Contractually Limited Employee"** means an Employee who is either full-time or part-time employed in a position where an end date has been determined such that the appointment is for a minimum of twelve (12) months but no longer than forty-eight (48) months and where there is no commitment beyond a specified term.

**(d) "Continuing Employee"** means an Employee who is either full-time or part-time employed in a position where there is no foreseeable end date. As well, a Continuing Employee is an Employee who is employed in a contractually limited position, where such appointment has been extended for at least twelve (12) months beyond the term of the original term appointment.

**(e) "Sessional Employee"** means a continuing Employee who is either full-time or part-time and works in a position with a minimum term of six (6) months each year with annually scheduled start and end dates.

**(f) "Probationary Employee"** means an Employee who is serving the probationary period as defined in Article 13.

**(g) "Temporary Employee"** means an employee who works in a position with a duration of less than twelve (12) months.

**3.03** The use of a feminine pronoun shall include the masculine, and vice versa.

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## **ARTICLE 4 - MANAGEMENT RIGHTS**

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

**(a)** maintain order, discipline and efficiency, including the right to plan, direct and control the workforce and otherwise generally manage the University;

**(b)** hire, select, locate, classify, promote, demote, transfer, retire, layoff, recall Employees;

**(c)** discharge, suspend or otherwise discipline Employees, recognizing that a claim of unjust

discipline or discharge by an Employee may be the subject of a grievance and dealt with as hereinafter provided;

(d) transfer or cease any position, department, programme operation or service; and,

(e) establish, enforce and alter from time to time reasonable rules and regulations to be observed by Employees.

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

**4.02** The Employer agrees that it will not exercise its functions in this article in a manner inconsistent with the expressed provisions of this Agreement, and reiterates its commitment to administer the Agreement in good faith and in a fair and reasonable manner.

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## **ARTICLE 5 - ASSOCIATION REPRESENTATION**

### **5.01 Association Representation**

The Association shall provide to the Employer the composition and names of its Executive Committee, Representative Council, including the areas of jurisdiction and the Chair of the Grievance Committee, along with the effective date and term of appointment.

The Association shall advise the Employer within ten (10) days of appointment or election or of any subsequent changes. All Association committee members and representatives will have completed their probationary period with the Employer.

### **5.02 Representative Council**

The Employer agrees to recognize one Representative per MUSA designated area, up to forty (40) Representatives, who will be authorized to represent Employees.

### **5.03 Negotiating Committee**

The Employer shall recognize an Association Negotiating Committee consisting of up to six (6) members. Not more than one (1) person may be an external representative and not an Employee of the Employer.

The Negotiating Committee is separate from other Association committees and will deal only with such matters as are properly the subject matter of negotiations for the renewal of this Agreement.



Up to five (5) members of the Association Negotiating Committee shall not suffer any loss of regular pay or benefits for the days of negotiations with the Employer up to, and including, conciliation.

#### **5.04 Association Release Time**

It is acknowledged by the parties that all Association Representatives have regular duties to perform as Employees of the Employer. Therefore, Association representatives will not leave their duties without first obtaining the permission of their supervisor, or designate. Requests for Association release time, paid or unpaid, shall not be unreasonably withheld.

##### **(a) Paid Release Time**

Subject to the preamble of this clause, release time shall be granted, with no loss of regular pay or benefits, from regularly scheduled hours, for the following purposes:

- (i)** representing the Association on committees and task forces at the invitation of the Employer;
- (ii)** participating in Joint Working Conditions Committee meetings;
- (iii)** representing Employees in grievances, including the investigation of a complaint; and
- (iv)** attending meetings with the Employer.

##### **(b) Unpaid Release Time**

Subject to the preamble of this clause, any release time required by Representatives to attend to Association business other than for the purposes outlined above shall be granted and will be without pay or granted with an agreement that the time absent will be worked at a later date.

**(c)** When entering a department other than her own to attend to Association business, the Association Representative must first contact the supervisor of that department and advise her as to the general nature of her Association business.

**(d)** Association Representatives will complete the appropriate release form when attending to Association business on work time.

##### **(e) Annual General Meeting**

All Employees shall be entitled to paid leave of one hour each fiscal year for the purpose of attending the Annual General Meeting of the Association. In addition, all Employees shall be entitled to paid leave of one hour each fiscal year for the purpose of attending one (1) General Meeting of the Association. The Association shall provide the University with written notification of the dates and times of these two (2) meetings at least 30 days in advance.

(f) Association Representatives shall be entitled to one hour per month immediately before or after their regularly scheduled lunch period, without loss of pay or benefits, for the purpose of attending regularly scheduled MUSA representative meetings. The time absent due to attendance at the meeting will be made up by the Representatives within the week in which the meeting is held.

#### **5.05 Release Time for Association Executive**

The President of MUSA shall be entitled to up to two (2) working days per week, to a maximum of eight (8) hours each day, without loss in regular pay or benefits, to attend to MUSA matters. In the absence of the President, a designate may be assigned by MUSA in place of the President provided that reasonable notice is given and in any event sufficient notice so that premium payment for the designate's replacement shall not be required.

#### **5.06 Expert Advisors**

The Employer recognizes that the Association has the right at any time to call upon the assistance and presence of a duly authorized representative from a law firm or other qualified representative of the Association's choice. Such duly authorized representatives will have access to the Employer's premises to consult with Association Officers and/or Employees provided that such activities do not interfere with the performance of the Employee's duties.

#### **5.07 Agreement Compliance**

No Employee will be required or permitted to make any written or verbal agreement that conflicts with the terms of this Agreement.

#### **5.08 Association Membership and Dues**

(a) The Employer will deduct an amount equivalent to the monthly Association dues from the monthly pay of each Employee in the bargaining unit, in the amount specified in writing by the Association, and shall remit same to the Association as soon as practicable and not later than five (5) days after the deduction is made.

(b) When the amounts specified under Article 5.08(a) are remitted, the Employer will inform the Association in writing of the names of Employees from whose pay deductions for Association dues have been made and the amount of dues deducted from each Employee's pay.

(c) The Association shall advise the University in writing at least thirty (30) days in advance of any change in the amount of its Association dues. It is agreed that the rate structure of the monthly dues requested shall not require deductions which are incompatible with the University's payroll system.

(d) The Association shall indemnify and save the University harmless from any claims or any liability arising from or as a result of the deduction or non-deduction of Association dues.

(e) Every Employee will have the right to join the Association, and thereby participate in its activities.

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## **ARTICLE 6 - COMPLAINT/GRIEVANCE AND ARBITRATION PROCEDURE**

**6.01** It is the mutual desire of the Employer and the Association that all complaints and grievances shall be settled as quickly as possible.

### **6.02 Association Grievance Committee**

(a) The Employer shall recognize an Association Grievance Committee which consists of the Chair of the Grievance Committee, President of the Association and the Representative Council member who is representing the grievor(s).

(b) Recognizing that members of the Grievance Committee have regular duties to perform as Employees, Grievance Committee members will be given time off work to fulfill their responsibilities under this Article, including the investigation of a complaint. Before absenting themselves from their place of work, they must first obtain permission from their immediate supervisor. Such permission will not be unreasonably withheld. Grievance Committee members shall experience no loss of earnings from regularly scheduled hours for time spent hereunder.

### **6.03 Grievance Definition**

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

### **6.04 Types of Grievances**

(a) Individual Grievance - a grievance initiated by one Employee.

(b) Group Grievance - a grievance affecting more than one Employee alleging the same violation of the Agreement. Such grievances shall be initiated within forty-five (45) days of the circumstances giving rise to the difference and will proceed to Step 2 of the grievance procedure.

(c) Policy or Association Grievance - a grievance arising between the Employer and the Association on matters which involve the interpretation, application or administration of the Agreement in whole or in part. Such grievances shall be initiated within forty-five (45) days of the circumstances giving rise to the difference and will proceed to Step 3 of the grievance procedure.

(d) University Grievance - a grievance initiated by the Employer. Such grievances shall be initiated within forty-five (45) days of the circumstances giving rise to the difference and will proceed to Step 3 by filing such grievance with the President of the Association.

### **6.05 Pre-Grievance Resolution**

It is the mutual desire of the parties that complaints of Employees be addressed as quickly as possible and it is understood that an Employee has no grievance until they have first given their immediate supervisor an opportunity to adjust their complaint. Such complaint shall be brought to the attention of the immediate supervisor within thirty (30) working days of the circumstances giving rise to the complaint. The supervisor will advise the Employee of the right to be accompanied by an Association representative if the Employee so wishes. The supervisor may have such assistance as they deem necessary. The supervisor will respond to the complaint within five (5) days and, if the matter is not resolved, it may be taken up as a grievance.

### **6.06 Step 1**

(a) When an Employee wishes to file a grievance, they will consult a member of the Grievance Committee, and the written, dated grievance, signed by both of them will be delivered to the grievor's immediate supervisor within fifteen (15) working days of the supervisor's response to the pre-grievance step. A copy of the written grievance will also be delivered to the Manager, Employee Relations.

(b) The grievance will identify the nature of the grievance, including the article alleged to be violated, and the remedy sought.

(c) The supervisor shall arrange to meet with the grievor. The grievor shall be accompanied by one (1) member of the Grievance Committee.

(d) The grievor shall be given a written reply to the grievance within fifteen (15) working days following receipt of the written grievance and a copy shall be sent to the Association.

### **6.07 Step 2**

(a) If the grievance is not resolved to the satisfaction of the grievor at Step One, the grievor may, within ten (10) working days of the date on which the supervisor's reply was or should have been given, deliver the written grievance to the supervisor's immediate supervisor.

(b) The supervisor's immediate supervisor, or designate, shall arrange to meet with the grievor and the grievor's immediate supervisor to discuss the merits of the grievance. The grievor shall be accompanied by two (2) members of the Grievance Committee.

(c) The grievor shall be given a written reply to the grievance within ten (10) working days following the receipt of the written grievance and a copy shall be sent to the Association.

### **6.08 Step 3**

(a) If the grievance is not resolved to the satisfaction of the grievor at Step Two, the grievor may, within ten (10) working days of the date on which the supervisor's superior's reply was or should have been given, deliver the written grievance to the appropriate Vice-President.

(b) The Vice-President, or designate, shall arrange to meet with the grievor and the Association Grievance Committee.

(c) The parties agree that Employee relations issues are normally best resolved on an informal basis between the parties. However, beginning at Step 3 and with at least three (3) working days notice, either party may be accompanied by legal counsel or another qualified consultant of their choice.

(d) The Vice-President, or designate, shall give her reply in writing to the grievor within ten (10) working days of receiving the grievance.

### **6.09 Step 4 - Arbitration**

(a) Failing a satisfactory settlement at Step 3, the grievance may be referred to arbitration within fourteen (14) calendar days of the date on which the reply to Step 3 was given, or should have been given, but not thereafter.

(b) No grievance may be submitted to arbitration which has not been properly carried through the Grievance Steps.

(c) When either party to this Agreement requests that a grievance be submitted to arbitration they shall make such request in writing addressed to the other Party. The Employer and the Association shall select one person as arbitrator to whom such grievance may be submitted for arbitration in accordance with the Letter of Understanding regarding Roster of Arbitrators .

(d) In the case of a policy grievance as defined in Article 6.04 (c) being referred to arbitration, either party to this Agreement may opt for the grievance to be heard by a Board of Arbitration. In such case the parties shall each appoint a nominee to the Board of Arbitration. The two nominees will agree on the selection of the Chair of the Arbitration Board in accordance with the Letter of Understanding regarding Roster of Arbitrators.

(e) No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

(f) The arbitrator or the arbitration board shall hear and determine the matter in dispute, and issue an award which shall be final and binding upon the parties to the Agreement. The arbitrator or arbitration board shall, however, have no authority to add to, subtract from, or alter any provision of this Agreement, or make an award which has such effect.

(g) The arbitrator or arbitration board has all the duties and powers of an arbitration board as stated in the *Ontario Labour Relations Act, 1995*, as amended from time to time. In accordance with the Act, the arbitrator may extend the time for the taking of any step in the grievance or arbitration procedure under the Agreement, notwithstanding the expiration of such time, where the arbitrator is satisfied that there are reasonable grounds for the extension and that the opposite Party will not be substantially prejudiced by the extension.

(h) Each of the parties hereto will bear the fees and expenses of the nominee appointed by it, if applicable, and will share equally the fees and expenses of the Arbitrator or the Chair of the Arbitration Board as the case may be. Employees who are called as witnesses at arbitration hearings shall be given release from their regular duties with no loss of compensation or benefits. Each party shall bear the expenses of its representatives and participants and for the preparation and presentation of its own case.

## **6.10 General**

(a) The parties may agree in writing to extend the time limits for any step of the grievance procedure or for referring the matter to arbitration. The parties may also agree to waive any step in the grievance procedure.

(b) In the event that a party fails to reply in writing within the time limits prescribed in the Grievance Procedure, the other Party may submit the matter to the next step as if a negative reply or denial had been received on the last day for the forwarding of such reply. When no action is taken to submit the matter to the next step within the time limits set out in this Article, the grievance will be deemed to have been withdrawn or settled, as the case may be.

(c) When the employer representative identified in two or more successive steps is the same, the grievance will be referred to the next step.

(d) No grievance shall be deemed to be invalid or abandoned due to a minor technical irregularity.

(e) The employment of probationary Employees may be terminated at any time during the probationary period, and they will not have recourse to the grievance and arbitration procedure except as specified in Article 13.

(f) In accordance with Article 12.05, any claim of unjust discipline or discharge will be submitted to the grievance and arbitration procedures Article 6 (Grievance Procedure) within five (5) working days from the date of receipt of notice by the Chair of the Grievance Committee. In the case of suspension or discharge, the grievance will commence at Step 3. In all other cases of discipline, the grievance will commence at Step 2.

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## **ARTICLE 7 - NO STRIKES OR LOCKOUTS**

**7.01** There shall be no strike or lockout during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the *Labour Relations Act* for the Province of Ontario.

**7.02** In the event that any person represented by a trade union and employed by the Employer, other than those represented by the Association, engage in a lawful strike or is lawfully locked out, Employees covered by this agreement will not be required to perform work normally done by those persons.

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## **ARTICLE 8: NO DISCRIMINATION OR HARASSMENT**

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

**8.02** An Employee is not required to perform any duties of a personal nature not connected with the approved operations of the Employer.

**8.03** In accordance with the *Ontario Human Rights Code* and Article 8.01, the parties acknowledge their respective roles in fulfilling the duty to accommodate. The Employer will accommodate Employees in accordance with the Code. The Association and the Employees will fully cooperate in the arrangement of such accommodation.

**8.04** McMaster University's Anti-Discrimination Policy, and McMaster University's Policy and Procedures on Sexual Harassment, will remain in effect for the duration of the Agreement.

**8.05** Sexual Harassment is comment or conduct of a sexual nature directed at an individual or group by another individual or group of the same or opposite sex where it is known, or ought reasonably to be known, that this attention is unwanted. In this context, sexual harassment includes but is not limited to:

(a) sexual assault,

(b) any reward or promise of reward, whether explicit or implicit, for complying with a sexual solicitation or advance,

(c) any reprisal or threat of reprisal, whether explicit or implicit, for refusing to comply with any sexual solicitation or advance,

(d) any harassing behaviour of a sexual nature, verbal or non-verbal, directed at one or more individuals or groups, that creates an intimidating, hostile or offensive environment or interferes with academic or work performance, in a manner that exceeds the bounds of freedom of expression and academic freedom,

(e) discriminatory action based on sexual stereotyping, and

(f) other harassing behaviours of a sexual nature, whether verbal or non-verbal.

Such other harassing behaviours may involve one incident or a series of incidents. The following list of examples, while not exhaustive, may constitute sexual harassment depending on the context in which the incident(s) take place, the frequency and severity of the incidents and whether it is known, or ought reasonably to have been known, that the conduct was unwanted:

an unwanted sexual solicitation or advance

sexist jokes causing embarrassment or offence

leering

the display of sexually offensive material

sexually degrading words used to describe an individual

derogatory or degrading remarks directed towards members of one sex or of one sexual orientation

sexually suggestive comments or gestures

inquiries or comments about a person's sex life

repeated offensive sexual flirtations, advances, propositions

demands for sexual favours

unwanted touching or patting

verbal abuse or threats of a sexual nature.

**8.06** An Employee may elect to submit a grievance alleging sexual harassment or discrimination under the collective agreement or to file a complaint under the University's Policy and Procedures on Sexual Harassment or the University's Anti-Discrimination Policy.

(a) An Employee who elects to file a grievance under the Agreement shall have access to the



mediation process in the University's Anti-Discrimination Policy and/or the Sexual Harassment Policy prior to the grievance procedure and may be accompanied by an Association representative during the process. An Employee may withdraw from the informal resolution process at any time.

**(b)** Employees electing to proceed with a complaint under University's Anti-Discrimination Policy and/or the Sexual Harassment Policy shall have the right to be accompanied by an Association representative at any stage of the process.

The provisions of this clause may not be utilized by an Employee where the subject matter of the complaint is or has been or becomes the subject of a complaint to the Human Rights Commission under the *Human Rights Code*.

An Employee who files a grievance under the Agreement alleging discrimination contrary to this Article may meet with the University's Sexual Harassment/Anti-Discrimination Officer prior to Step 1 of the grievance procedure and may be accompanied by an Association representative. Thereafter an Employee may resume the grievance process.

### **8.07 General Harassment**

**(a)** The Parties agree to foster a harassment-free workplace.

**(b)** Harassment in the workplace includes threats or a pattern of aggressive, or insulting behaviour by a person in the workplace, where the person knows or reasonably ought to know that this behaviour is likely to create an intimidating or hostile workplace environment.

**8.08** During an informal resolution process (i.e. prior to filing a grievance or a formal complaint under the University Policy & Procedure on Sexual Harassment or Anti-Discrimination policy, current or amended ), all statements and disclosures made, information furnished and documents and exhibits provided or presented by the complainant, the respondent, or other persons to the Sexual Harassment/Anti-Discrimination Officer, will be treated as confidential and without prejudice, and will not be publicly disclosed by the Officer without the consent of the complainant and respondent.

**8.09** Reprisals, retaliation, or threats of reprisals against anyone for pursuing their rights under this Article, for having participated in the procedures, or for acting in any role under these procedures are prohibited.

**8.10** An Employee may seek advice and support of the Sexual Harassment/Anti-Discrimination Officer or a representative of the Association in order to clarify or discuss possible situations which may or may not constitute harassment.

**8.11** Records of any settlement of any complaint will only be kept by the Sexual Harassment/Anti-Discrimination Officer and will be destroyed after a period of seven (7) years.

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**ARTICLE 9 - CORRESPONDENCE AND INFORMATION**

**9.01** All correspondence between the Employer and the Association relating to matters covered by this Agreement, except as otherwise specified in this Agreement, will pass between the President of the Association and the Assistant Vice President, Human Resources or their designates.

**9.02** Where written notice is specified in the Agreement, the University's internal mail will be deemed adequate means, unless otherwise specified in this Agreement.

**9.03** The Employer will provide the Association with the following information in electronic and written form:

(a) monthly, a listing containing the names of all Employees in the bargaining unit, their job title and classification, job evaluation score, Employee identification number, department, campus address, salutation, gender, employment start date, home address, hourly rate and regular monthly hours;

(b) monthly, a listing of all new hires, terminations, including resignations and retirements, and leaves; and

(c) such other information as may be set out elsewhere in this Agreement that is required to be given.

**9.04** The Association agrees to provide the Employer with the following information in written and electronic form:

(a) a listing of the Officers and Representatives of the Association as they exist and forthwith as they are updated; and

(b) such other information as may be set out elsewhere in this Agreement that is required to be given.

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**ARTICLE 10 - HEALTH AND SAFETY**

**10.01 General**

McMaster University is committed to providing and maintaining healthy and safe conditions and practices for all Employees, students and visitors. To support this commitment, the parties acknowledge the respective responsibilities of the Employer, the Association and Employees in jointly implementing and maintaining an Internal Responsibility System directed at preventing

incidents involving occupational injuries and illness and adverse effects upon the natural environment.

The Employer is responsible for the provision of information, programs and resources to maintain the Internal Responsibility System and to ensure compliance with all relevant statutes.

Supervisors, including Deans, Directors, Chairs, Research Supervisors, Managers etc, are accountable for the safety of Employees, students and visitors who work and/or study within their area of jurisdiction and for compliance with statutory and University requirements.

Employees have a duty to familiarize themselves with the *Occupational Health and Safety Act* and Regulations, to work in compliance with statutory and University requirements and prescribed safe work procedures, and to report unsafe conditions to their supervisors.

The Association agrees to endorse any education programs of information and instruction initiated by the University and/or as required by relevant legislation that will promote health and safety awareness and training among Employees.

**10.02** No Employee will be disciplined for exercising their right to refuse unsafe work in accordance with the *Ontario Occupational Health and Safety Act*.

**10.03** The Employer will continue to provide access to First Aid /CPR and re-certification training at no cost to Employees. Training will be held during the work day. Employees will receive compensated time off to attend these sessions.

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

### **10.05 Health and Safety Committees**

The parties agree that there will exist a Central Joint Occupational Health and Safety Committee (CJOHSC).

The CJOHSC will be structured in accordance with the Occupational Health and Safety Act and its members will have the power and authority specified therein. Terms of reference of the CJOHSC will be determined by consensus of the Committee.

McMaster University Trade Unions and Certified Bargaining Units will appoint the worker representatives on the CJOHSC.

All members of the CJOHSC representing both management and workers will be certified members.

The Association may appoint up to three members to the CJOHSC.

**10.06** The Employer shall continue to maintain a series of legal Joint Health and Safety Committees providing effective coverage for its workplaces and activities. The number and scope of committees shall be the subject of annual review by the CJOHSC. As at June, 2001, the committees are:

Faculty of Engineering

Faculty of Humanities

Faculty of Science

Faculty of Health Sciences (including the Institute of Applied Health Sciences)

Faculty of Social Sciences

Gilmour Hall

Hospitality Services

Libraries

Physical Plant

School of Business

Information Services and Technology

Athletics and Recreation

**10.07 (a)** The Employer agrees to pay the costs for certification training.

**(b)** Employees, once appointed, will be provided with access to the first core certification training program available locally, and unless otherwise agreed to by the parties, subject to approval of supervision.

**(c)** Approval to attend certification training will not be unreasonably withheld.

**10.08** Employees will suffer no loss of remuneration for time required to carry out their responsibilities on both the Joint Health and Safety Committees and Central Joint Committee.

### **10.09 Video Display Terminals**

No Employee is required to work continuously for more than one hour at a VDT without taking a ten minute break away from the equipment. The Employee will not be given substitute work

during this ten minute period. These ten minute breaks will replace other regularly scheduled paid breaks.

### **10.10 Safety Equipment**

(a) The Employer agrees to provide protective equipment and clothing when required by the *Ontario Occupational Health and Safety Act*, and to ensure that safety equipment, materials, and protective devices (including protective clothing) are maintained in good condition. The Employer shall cover the cost of required cleaning of protective wear and clothing.

(b) The Employer agrees to reimburse 100% of the cost of one pair of safety shoes or boots to a maximum of \$100 per year for Employees who are required to wear them in the performance of their duties.

(c) The Employer agrees to reimburse 100% of the cost of one pair of prescription safety glasses (lens and frames) to a maximum of \$250 per two (2) years for Employees required to wear them in the performance of their duties. This is in addition to the regular vision benefits as in Article 22.03.

(d) To be eligible for reimbursement noted under (b) and (c) above, the protective footwear and eye wear must be designated as required by the Employer and must meet all relevant standards specified by the Employer.

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## **ARTICLE 11 - STAFF INFORMATION**

### **11.01 Personnel Files**

(a) The Employer and the Association agree that the Employer shall maintain personnel records. The Employee will advise the Human Resources Department immediately if there is any change in personal data, such as name, address or telephone number.

(b) Records of employment including, but not limited to, the original application form, current job description, salary history and any performance appraisals shall be kept in the personnel files and made available to Employees.

(c) Employees shall have the right to examine their personnel files in the presence of a member of Human Resources staff. Upon request and within a reasonable time following the request, Employees will be provided with a photocopy of specified documents from their files. The Employee is free to point out any alleged factual errors and proven errors will be corrected.

(d) Upon receipt of a written request from the Employee, the Office of Human Resources will remove and destroy all warnings and suspensions from their personnel file provided that they are more than two (2) years old and no further disciplinary action of any nature has occurred during

that two (2) year period.

(e) Employees may supplement the contents of their personnel files with documents related to their employment by forwarding such documents to the Office of Human Resources.

(f) Employees will notify the Office of Human Resources of changes in information related to spouses and dependents necessary to administer benefits.

### **11.02 Confidentiality of Personnel Files**

Access to personnel files will be limited to:

(a) the Employee;

(b) staff in the Office of Human Resources; and

(c) other authorized persons who have a legitimate reason(s) to access such records.

### **11.03 Employee Health Files**

All Employee health files will be kept in an area separate from all other personnel files and under secure conditions. Access will be limited to authorized persons within the Human Resources Department who have a legitimate reason to access such files, it being understood that such persons may be required to supply information from those files to the Employer's authorized agents to administer the disability insurance program or to the Workplace Safety and Insurance Board (WSIB). Access to any other persons will only be provided with the prior approval of the Employee.

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## **ARTICLE 12 - PROGRESSIVE DISCIPLINE AND DISCHARGE**

**12.01** The Employer shall discipline or discharge an Employee only for just cause.

**12.02** The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Therefore, in most cases, discipline will be preceded by counselling. Except in extreme cases, discharge for cause should be preceded by a documented record of counselling, warnings (written or oral) and / or suspension (with pay or without pay).

**12.03** When the Employer deems it necessary to discipline or discharge an Employee, the Employer will provide the Employee written notice, including the reason for the action, as soon as is practicable and at the same time with a copy to the Chair of the Grievance Committee. In the absence of the Chair of the Grievance Committee, the written notice will be given to the President of the Association within two (2) working days.

**12.04** The Employer agrees that an Employee will be accompanied by an Association Representative for cases involving discipline and discharge.

When the Chair of the Grievance Committee and/or an Association Representative is not at work or in cases involving serious insubordination, a threat to the safety of a person, or assault, an Employee may be suspended pending further discipline without the Chair of the Grievance Committee and/or Representative being present, and the Chair of the Grievance Committee will be so notified. The Employer will render its final decision within five (5) working days of the suspension.

**12.05** Any claim of unjust discipline or discharge will be submitted to the grievance and arbitration procedures Article 6 (Grievance Procedure) within five (5) working days from the date of receipt of notice by the Chair of the Grievance Committee. In the case of suspension or discharge, the grievance will commence at step 3. In all other cases of discipline, the grievance will commence at Step 2.

**12.06** Upon receipt of a written request from the Employee, the Office of Human Resources will remove and destroy all warnings and suspensions from their personnel file provided that they are more than two (2) years old and no further disciplinary action of any nature has occurred during that two (2) year period.

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## **ARTICLE 13 - PROBATIONARY EMPLOYMENT**

**13.01** A newly-hired Employee in salary grade four (4) or below will be on probation for a period of three (3) months.

A newly-hired Employee in salary grade five (5) or above will be on probation for a period of six (6) months.

**13.02** The Employee will be advised of the Employer's expectations of successful job performance that they must meet by the end of probation.

**13.03** If the Employee's progress and performance is deemed to have been unsatisfactory, or if in the opinion of the Employer there has been insufficient opportunity to assess the Employee's performance, the Employer, the Employee and the Association may then mutually agree to extend the probationary period.

**13.04** The employment of probationary Employees may be terminated at any time during the probationary period, and they will not have recourse to the grievance and arbitration procedures regarding their termination, unless the decision to discharge is made in bad faith, or is contrary to Article 8.01, or if the procedures prescribed by Articles 13.02 or 13.05 are not done.

**13.05** At approximately two-thirds of the way through the probationary period, the Employee's

progress and performance will be reviewed. At the end of the probationary period, if performance is deemed to be satisfactory, the appointment will be confirmed in writing.

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### **ARTICLE 14 - SENIORITY**

**14.01** Seniority is defined as the length of continuous service calculated from the most recent date of employment with the Employer. One (1) year of seniority will be earned when an Employee has been employed for a period of one (1) year in which their regularly scheduled hours are nine hundred and ten (910) or more per year. One-half (½) a year of seniority will be earned when an Employee has been employed for a period of one (1) year in which their regularly scheduled hours are less than nine hundred and ten (910) per year.

**14.02** Seniority will continue to accrue and will not be affected by absence resulting from vacations, holidays, sick leave or injury, suspensions, or other leaves as provided for in this Agreement. Overtime hours worked in excess of regularly scheduled hours will not be used in calculating seniority.

**14.03** The Employer will maintain a seniority list showing the date upon which the Employee commenced their most recent employment with the Employer and their total years of equivalent full-time service. Only those Employees who have completed their Probationary Period as defined in Article 13 (Probationary Employment) will appear on the seniority list. Upon completion of the Probationary Period, the Employee will be added to the seniority list. An up-to-date seniority list will be sent to the Association and will be posted on the Human Resources web site and agreed-upon bulletin boards in November of each year. This list shall be used to determine seniority for the purposes of this Agreement. It shall be deemed correct until such time as an error is brought to the attention of the Employer by the Association, and will not be retroactive if such an amendment would require a change to an Employer decision based on the earlier seniority list. No more than twice per calendar year, with one month's notice per request, the President of the Association may request in writing to the Assistant Vice-President (Human Resources) a copy of the current seniority list.

**14.04** Employees will lose their seniority and will be deemed to have terminated their employment with the Employer for any of the following reasons:

- (a) they are discharged for just cause and not reinstated;
- (b) they resign or retire;
- (c) after a layoff they fail to return to work as per Article 17 (Recall Rights);
- (d) they are laid off for a period longer than provided in Article 17 (Recall Rights); and
- (e) they accept severance pay.



**14.05** An Employee who accepts a position with the Employer outside the Bargaining Unit will cease to accrue seniority and will lose their status as an Employee, except as provided in Article 19.02. If they return to a position in the Bargaining Unit within two (2) years from the date of such move, their seniority accrued at the time of leaving the Bargaining Unit will be restored.

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## **ARTICLE 15 - HOURS OF WORK**

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

### **15.02 Standard Work Week for Full-Time Employees**

(a) Except as provided below, the standard work week shall normally consist of thirty-five (35) hours per week, which shall normally consist of five (5) equal shifts of seven (7) hours.

(b) The standard work week for technical Employees shall normally consist of thirty-seven and one-half (37.5) hours per week, which shall normally consist of five (5) equal shifts of seven and a half (7 ½) hours.

(c) The standard work week for certain Employees, including but not limited to security dispatchers and nuclear reactor operators and technicians, shall normally consist of forty (40) hours per week, which shall normally consist of five (5) equal shifts of eight (8) hours.

(d) Further to Article 15.01, the parties recognize that there are a number of Employees working in certain departments that do not observe any of the standard work weeks outlined above.

(e) The Employer will include the normally scheduled hours of work in posting jobs.

### **15.03 Scheduling of Hours**

(a) Where an Employee's regular schedule, shift or hours of work per week are to be changed on an on-going basis, the Employee shall be provided with a minimum of three (3) months' written notice of the change.

(b) Where an Employee's regular schedule, shift or hours of work per week are to be changed on an on-going basis, and where such change causes hardship to the Employee, and provided the Association is in agreement, special consideration will be given to that Employee if they wish to be placed in a vacant position for which they have the skill, ability and qualifications and relevant experience to perform the work without training other than orientation.

### **15.04 Flexible Work Scheduling Arrangements**

(a) Supervisors and Employees may mutually agree to individual flexible scheduling arrangements that are mutually beneficial and that result in variations to standard work schedules. Such schedules are to be determined between the Employee and their supervisor, it being understood that the normal hours of work per week will continue to be observed but that the hours worked from day to day will be flexible.

(b) In certain positions, hours of work will vary widely to meet the requirements of the work. In such circumstances, the standard hours of work per week will be observed over a scheduling period jointly determined between the Employees concerned and their supervisors. Where the work requirements result in Employees working in excess of the standard weekly hours over an extended period of time, the University will ensure that time off is scheduled in equivalent blocks of time to suit the Employee's preferences.

(c) Any concerns that may arise over arrangements established pursuant to this Article may be raised as an item for the agenda on the Joint Working Conditions Committee.

### **15.05 Compressed Work Week**

(a) Notwithstanding the provisions of Article 15.02, the parties recognize and consent that in certain positions (e.g. Dispatcher) Employees may be regularly scheduled to work twelve (12) hour shifts.

Dispatchers will be scheduled to work either three twelve (12) hour shifts totalling thirty-six (36) hours in one week or three twelve (12) hour shifts plus one eight (8) hour shift totalling forty-four (44) hours in the following week, and their average weekly work schedule will be forty (40) hours.

(b) Dispatchers who regularly work twelve (12) hour shifts will be paid overtime for authorized time worked in the following circumstances:

(i) in weeks when they are scheduled to work thirty-six (36) hours per week for any hours worked over the first thirty-six (36) hours;

(ii) in weeks when they are scheduled to work forty-four (44) hours per week, for any hours worked over the first forty-four (44) hours.

(iii) in all cases for work in excess of twelve (12) worked hours in any day.

(c) Either the Association or the Employer may on written notice of at least two (2) months, terminate the agreement to work compressed work weeks and revert to the provisions of Article 15.02.

### **15.06 Reporting Absences**

(a) Employees are responsible to report to work on time on each scheduled work day. When an Employee is absent from work, that Employee will notify the supervisor by telephone before the beginning of the work period or as soon as practicable. The Employee shall inform her supervisor of the reason for the absence, the expected time of her return to work, and a phone number where she may be reached in her absence.

(b) In the event of personal illness or injury, the Employee shall contact her supervisor as soon as possible and maintain communication throughout the period of recovery on a reasonable schedule to be established by the supervisor, in consultation with the Employee.

### **15.07 Meal and Break Periods**

(a) The University provides one (1) sixty (60) minute unpaid meal period in the Employee's normal work day, unless a paid meal period is provided.

(b) Because they are required to remain available for immediate recall to the control room, nuclear reactor operators will be provided with a one-half (½) hour paid meal period per eight hour shift.

(c) In the event of overtime, Employees shall receive one (1) thirty (30) minute unpaid meal period in accordance with the *Employment Standards Act*. Employees who work authorized overtime for two (2) consecutive hours or more beyond their regular hours in a work day are entitled to a meal allowance consistent with University Policy.

(d) The University provides two (2) fifteen (15) minute non-concurrent paid break periods in the Employee's normal work day. Break periods are granted subject to the work needs of the department or programme unit and break periods worked shall not be calculated as overtime worked nor can they be banked to accumulate paid time off.

(e) Meal and break period schedules shall be mutually agreed to where possible between the Employee and the supervisor. They are subject to change by the supervisor depending on the work needs of the department or programme unit. If an Employee is required by her Supervisor to work through her meal period or her break, the Employee will be given either pay or time off in lieu as determined by the Supervisor.

### **15.08 Additional Hours of Work and Overtime**

(a) The parties recognize that the University's operations may require the performance of additional hours of work and overtime. Employees will co-operate in the performance of such work. Whenever possible the Employer will provide reasonable notice of additional hours of work and overtime requirements. Where reasonable notice is not provided and except in the case of emergencies, the Employee may refuse to work additional hours of work and/or overtime. It is agreed that an Employee may refuse overtime work in excess of five (5) hours per week even if reasonable notice is provided.

(b) The University will attempt to allocate additional hours of work and overtime worked on an equitable basis among readily available qualified Employees who normally perform those duties.

**(c) Overtime**

Pursuant to the provisions of Article 15.02 (a), (b) and (c), overtime is time worked by an Employee:

(i) in excess of seven (7), seven and one-half (7.5) or eight (8) hours per day; or

(ii) in excess of thirty-five (35), thirty-seven and one-half (37.5) or forty (40) hours per week; or

(iii) on a sixth or seventh day in a week except where such day(s) are part of a repeating schedule which averages five days per week over the course of the schedule.

Where an Employee works overtime, the Employee shall be paid at an amount equal to one and one-half (1-1/2) times their regular hourly rate for each hour worked.

(d) Part-time Employees will be paid overtime in the event that they work beyond the equivalent full-time shift for their employment category or exceed the equivalent full-time work week for their employment category. All hours worked up to the equivalent full-time shift or work week will be considered additional hours.

(e) There shall be no duplicating or pyramiding of overtime or premium payments unless provided herein.

(f) All additional hours of work or overtime hours of work must be authorized by the Employee's supervisor in advance of it being worked. The Employee and their supervisor will determine the mechanism required for such authorization.

(g) In circumstances described in Article 15.04 (b), entitlement to overtime is based on hours worked which exceed the standard work week, averaged over a period of time to be determined by the supervisor, in consultation with the affected Employees.

**(h) Payment of Overtime or Compensating Time Off**

(i) Overtime may be compensated in pay or compensating time off at the equivalent rate. The supervisor, with the Employee, and before the overtime is worked, will mutually agree on the method to be utilized. If it is agreed to grant compensating time off, it will be scheduled at a mutually agreeable time normally not later than March 31st for work done in the twelve (12) month period ending December 31st. Should this not be possible, the supervisor is responsible for ensuring that the staff member receives payment at the applicable rate by April 30<sup>th</sup> unless the Employee and their supervisor agree to extend the period for the taking of compensating time. It is agreed that an Employee may carry over up to ten (10) hours of overtime for compensating time off purposes from one fiscal year to the next.

(ii) Upon termination an Employee will be paid for outstanding accumulated overtime.

### **15.09 Shift Work**

(a) Employees shall be paid a shift premium of fifty (50) cents per hour for all hours worked where the majority of the hours fall between 6 p.m. one day and 8:00 a.m. the following day.

(b) Employees shall be paid a weekend premium of fifty (50) cents per hour for all hours worked on a weekend, i.e. where the majority of the hours fall between 0001 hours Saturday morning and 2400 hours Sunday.

(c) Employees may receive both shift premium under (a) above and weekend premium under (b) above.

(d) The shift premium does not apply when shifts are the result of the voluntary exercise of flexible working hours.

(e) The shift premium for Reactor Operators is one-half (1/2) the normal evening shift premium, as in 15.09 (a), paid for all hours worked on either shift.

(f) Shift work may be introduced by the Employer, provided that the Association and the Employees concerned are notified three (3) months in advance. The parties agree to discuss any matters or concerns which may arise as a result of the introduction of such operations at a meeting of the Joint Working Conditions Committee.

(g) Where shift work is newly introduced as in the above clause, the choice of which shift is worked shall be offered on the basis of seniority among qualified Employees. If opportunity to work the new shift is declined, the least senior Employee shall be appointed.

### **15.10 On-Call**

Employees in some positions, as part of their regular duties and responsibilities, may be required by their Supervisor to be On Call. The following applies to such Employees in respect to On Call time:

(a) While On Call, Employees must be available to attend at the work place within one (1) hour if such attendance is required, or otherwise be available to take remedial action.

(b) The Employee shall receive two (2) hours of regular straight time pay for each evening they are On Call during the week. For the purposes of this provision "during the week" means other than during the "weekend" as defined in (c) below and an "evening" begins at the end of the work day of the Employee On Call and continues until the commencement of that Employee's following work day.

(c) The Employee shall receive three (3) hours of regular straight time pay for each unit on the weekend they are required to be On Call. For the purposes of this provision the weekend is broken into two units: Friday after the end of the work day of the Employee On Call until Saturday at 12:00 midnight and from 12:00 midnight Saturday until the beginning of the work day of the Employee On Call on Monday morning.

(d) Employees who come in to work while On Call shall be entitled to Call Back pay as per Article 15.11.

### **15.11 Call-Back**

When an Employee who has completed their normal work day and has left the University premises is required by their supervisor or her designate to return to work, they shall be entitled to "call-back" pay. An Employee entitled to "call-back" pay will be paid at time and a half (1 ½ x) her regular rate with a minimum of four (4) hours at time and a half (1 ½ x) her regular rate.

Entitlement is computed in half-hour units from the commencement of the work including the first hour.

### **15.12 Log on Pay**

Employees who are required to log-on by their Supervisor from their home to the Employer's computer system to conduct work will be paid a minimum of one (1) hour of overtime at one and one-half (1 ½ ) times the Employee's regular hourly rate for the actual overtime worked.

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## **ARTICLE 16 - LEAVES OF ABSENCE**

### **16.01 Bereavement**

An Employee shall be entitled to a leave of absence with pay in the event of the death of a member of her family.

(a) For "immediate family" member defined as spouse, common law spouse, same-sex partner, son, daughter, children of the Employee's spouse, children of common law spouse, step-children, ward, brother, sister, father and mother, five (5) consecutive working days of paid leave at her regular rate of pay will be given.

(b) For "extended family" member defined as father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandmother and grandfather, grandparents of the Employee's spouse, step-mother and step-father, three (3) consecutive working days of paid leave at her regular rate of pay will be given.

If extensive travel is required, an additional leave with pay to a maximum of two days may be

granted at the discretion and approval of the supervisor.

### **16.02 Jury Duty / Court Service**

Paid leave shall be granted to an Employee required, under summons or subpoena, to serve as a juror or witness. Paid leave shall not be granted when the Employee is a party to the court proceedings.

The Employee shall provide her immediate supervisor with a copy of the summons or subpoena which indicates the period of jury duty or witness service required as soon as possible after receipt of same.

### **16.03 Other Leaves of Absence Without Pay**

The following leaves of absence for periods up to twelve months may be granted at the discretion and approval of the supervisor.

#### **(a) Educational**

A leave of absence for the purpose of pursuing job-related training may be granted. The Employee shall continue to participate in the group benefit plans, with the exception of Long Term Disability, and the Employer and the Employee shall continue to pay their normal share of the benefit premiums.

#### **(b) Developmental**

A professional development leave is intended to permit an Employee to enhance experience and/or knowledge to acquire new skills. The Employee shall continue to participate in the group benefit plans, with the exception of Long Term Disability, and the Employer and the Employee shall continue to pay their normal share of the benefit premiums.

#### **(c) Personal**

A personal leave may be granted for a variety of reasons such as extended vacation time, child or elder care needs (etc.). The Employee may continue to participate in the Employer benefit plans, provided she pays both the Employee and the Employer benefit plan premiums in advance.

### **16.04 Vacations**

#### **(a) Scheduling**

All vacation days are scheduled by mutual agreement between the supervisor and the Employee, subject to the departmental work requirements.

#### **(b) Vacation Year**

Vacation days are earned in the benefit year, the twelve month period from July 1 to June 30.

Vacation days are taken in the calendar year, the twelve month period from January 1 to December 31.

Vacation days taken must not exceed vacation days earned.

**(c) Carryover**

Each Employee should take her full amount of vacation entitlement within the appropriate calendar year; any days not taken will normally be considered lost. However, upon exceptional circumstances, carryover of vacation days may be approved by the supervisor. In the event that operational necessities, as identified by the supervisor, prevent the scheduling of vacation days, vacation days which otherwise would have been lost will be carried over.

**(d) Entitlement Schedule**

Employees shall be entitled to annual paid vacation at their regular rate of pay based on the number of years of service at June 30. The schedule shows the vacation entitlement for the current benefit year for full-time service (at least 1820 hours) in the most recent twelve (12) months to June 30.

Less than one year 1.25 days per month

(expressed in working days per completed months of service)

1 but less than 4 years service 15 days

4 but less than 14 years service 20 days

14 but less than 15 years service 21 days

15 but less than 16 years service 22 days

16 but less than 17 years service 23 days

17 but less than 18 years service 24 days

18 but less than 30 completed years 25 days

30 or more completed years 30 days

Vacation for employment service over the twelve (12) months to June 30 which is less than 1820 hours, will be appropriately pro-rated.



Employees who are active as of the date of June 30, 2001, shall not have their vacation entitlement decreased as a result of the above vacation schedule.

## **16.05 Paid Holidays**

### **(a) Holidays**

The Employer recognizes the following paid holidays which include all the statutory holidays listed in the *Employment Standards Act*: Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, at least five (5) days at Christmas (to include Christmas, Boxing Day, New Year's Day and floating holidays), Good Friday, and Victoria Day.

As the number of paid holidays may vary from year to year, Human Resources publishes annually a list of paid holidays.

Payment for paid holidays will be automatic when both the scheduled working day immediately preceding and following the holiday are worked or when there is reasonable cause for the Employee not to work the scheduled working day immediately preceding and following the holiday.

### **(b) Leaves**

Employees on an unpaid leave of absence for 21 calendar days or less are entitled to compensation for the paid holiday(s) which fall in the period commencing on the first day of the leave and ending on the day of return to work. The compensation will be:

- by payment for day(s) in the leave of absence period, or;
- by time off in lieu following her return from the leave of absence.

### **(c) Sessional Appointments**

Employees on sessional appointments, e.g. September to April each year, are entitled to the paid holidays which fall during their period of employment. No compensation is made for holidays which fall in their non-working period.

### **(d) Working on a Paid Holiday**

If an Employee is scheduled to work on a paid holiday, she may either:

- have another day and a half off with pay no later than her next annual vacation; or
- be paid her regular day's pay for the paid holiday and, in addition, be paid at time and a half for hours actually worked.

- Paid holidays for all regular part-time Employees shall be paid on a proportional basis.

## **16.06 Family Leave**

### **(a) Pregnancy Leave**

#### **Length of Leave**

A pregnant Employee is entitled to pregnancy leave according to the *Employment Standards Act*.

#### **Benefits While on Pregnancy Leave**

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

#### **Supplementary Unemployment Benefit (S.U.B.)**

Pregnancy Leave benefits supplement payments made by Employment Insurance (EI) and this program are registered under the *EI Act*. Benefits are determined and payable based on your income and long term appointment status at McMaster in a manner similar to that used by EI.

Members will be entitled to Pregnancy Leave Benefits S.U.B. for up to seventeen (17) weeks at 90% of the salary less the amount of Employment Insurance Benefits received.

All benefits paid from the S.U.B. Fund must be in accordance with the agreement filed by the Employer with Human Resources Development Canada. As part of these requirements, all such payments by the Employer can only commence when the member provides proof that she is receiving EI benefits or she is disqualified from EI benefits because of an insufficient number of insurable weeks or that EI benefits have been exhausted or she is in the EI waiting period. Employees should understand that such proof will not be made available until after the leave has commenced and hence Employer payments will be retroactive.

All SUB Plan amendments are subject to the approval of Human Resources Development Canada.

### **(b) Parental Leave**

#### **Length of Leave**

An Employee is entitled to parental leave according to the *Employment Standards Act*.

## **Benefits While on Parental Leave**

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

## **Adoptive Supplemental Employment Benefit\***

Adoptive parents will be entitled to supplemental employment benefits (SUB) for up to fourteen (14) weeks at 90% of their regular salary less the amount of Employment Insurance benefits received. The period of benefits (14 weeks) may be taken by one parent or divided between the two adoptive parents. Adoptive parents will be subject to the procedures described in Article 16.06(a) when claiming SUB benefits.

An Employee on adoptive leave will be entitled to maintain all prescribed benefits as outlined in the *Employment Standards Act*.

\*This provision is subject to the approval of Human Resources Canada

## **16.07 Paternity Benefits**

A full-time or regular part-time Employee who has completed at least six (6) months continuous service with the Employer is entitled to up to two (2) weeks leave without loss of salary upon the birth or adoption of his child.

## **16.08 Association Leave (Confederation of Ontario University Staff Association)**

### **(a) Full-time**

If an Employee is elected to serve in a full-time capacity with Confederation of Ontario University Staff Associations (COUSA), that Employee will be allowed a Leave of Absence without Compensation for up to one (1) year. The Employee will notify their immediate supervisor at least one (1) month in advance of the leave of absence.

### **(b) Part-time**

If an Employee is elected to serve with COUSA on a part-time basis, the Employee will make arrangements with their immediate supervisor for leave with full compensation and benefits, at least one (1) month in advance of the leave. Such leave will not be unreasonably denied. The Association will reimburse the Employer for all leave periods at the full cost of the Employee's compensation and benefits.

### **(c) Leave Extension**

If an Employee requires an extension of the leave of absence under Article 16.08, they must submit the request in writing at least four (4) weeks prior to the desired start of the extended

leave period, to their immediate supervisor, who will forward a copy to the appropriate Human Resources Area Office.

The appropriate dean/manager will inform the Employee of the status of the request, in writing, no later than ten (10) working days following the receipt of the request. Granting of permission of the leave extension will not be unreasonably withheld provided that the leave can be reasonably accommodated.

#### **(d) Return to Work**

Upon return to work from an Association Leave, the Employee will resume their former position provided that it still exists, with full corresponding salary and benefits. If their former position no longer exists, the Redundancy Article will apply.

### **16.09 Public Service Leave**

#### **(a) Campaign**

An Employee seeking public office may make application for a leave of absence, at full salary, during the campaign for election on the following basis:

**(i)** for election to the Parliament of Canada; leave for the equivalent of up to 30 days.

**(ii)** for election to the Legislature of Ontario, leave for the equivalent of up to 30 days.

**(iii)** for election to Municipal, Regional or County Office or Board Education; leave for the equivalent of five to ten days depending upon the nature of the office being sought.

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

#### **(b) Election**

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

**(i)** Parliament or Provincial Legislature; leave of absence, without pay, for a period of up to five years.

**(ii)** Municipal, Regional or County Office or Board of Education; subject to the work requirements of the department, leave of absence for attendance at sittings of the Council or Board. If the length of time involved is significant, such absences will be subject to a pro rata reduction in salary.

(iii) For full-time positions, leave of absence, without pay, for a period of up to five years.

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

There will be no guarantee that an Employee will be returned to his or her former position after expiry of the term of public service. Every attempt will be made to return an Employee who has not resigned to a position at the same level and with duties as similar as possible to those of the post occupied prior to the leave of absence.

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

### **16.10 Personal Leave**

Effective June 16, 2001, Employees will be granted one (1) Personal Leave day without loss of compensation and benefits each calendar year.

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## **ARTICLE 17 - REDUNDANCY - LAYOFF AND RECALL**

### **17.01 Workforce Reduction**

The Employer may declare a position redundant for reasons that include: lack of work; reorganization of duties; reduction of services; discontinuation or reduction of funding.

**17.02** There will be no layoffs until a reasonable attempt has been made by the Employer to make the necessary reductions in the workforce through attrition. Employees in the affected positions will be identified for the purposes of layoff in the inverse order of seniority based on the seniority list in effect in accordance with Article 14.03, provided that the remaining Employees can carry out the remaining work of the department without training other than orientation.

**17.03** Prior to implementation of the provisions of this Article, the Employer will meet with the Association and will inform the Association of the Employer's intentions.

**17.04** Continuing Employees who have successfully completed their probationary period are eligible to participate in the processes set out in Article 17. A Continuing Employee includes an Employee employed in a contractually limited position where such appointment has been extended for at least twelve (12) months beyond the term of the original term appointment, the length of the original appointment having been no longer than forty-eight (48) months.

**17.05** The operation of Article 17, Redundancy - Layoff and Recall, shall not be construed as a

violation of Article 18, Appointments and Promotions.

**17.06 (a)** Prior to issuing notices of layoff the Employer will provide Employees in the affected work units with the opportunity to accept layoff and be placed on a recall list for eighteen (18) months or twenty-four (24) months as applicable under Article 17.18(a).

**(b)** If, after offering Employees the opportunity to accept layoff under (a), there remain redundant positions, the Employer may offer affected Employees the opportunity to accept severance pay and, in so doing, terminate employment and abandon all recall rights and rights to be considered for Priority Placement.

**17.07** If a position's hours are reduced, the Association will be notified and consulted on how to minimize the impact of this reduction. If the reduction is 10% or more from those specified at the time of the Employee's appointment, the Employee may accept the reduction or access provisions of priority placement, displacement and recall.

**17.08 Notice**

**(a)** If, after Employees have exercised their options under Articles 17.06, there remain redundant positions, the Employees who are declared redundant in the first instance who are subject to layoff and those whose hours have been reduced by 10% or more will be given written notice of at least the following:

in probationary period 2 weeks

over probationary period but less than 4 years 6 weeks

4 years but less than 6 years 8 weeks

6 years but less than 10 years 10 weeks

10 years 16 weeks

11 years 17 weeks

12 years 18 weeks

13 years 19 weeks

14 years 20 weeks

15 years 21 weeks

16 years 22 weeks

17 years 23 weeks

18 years 24 weeks

19 years 25 weeks

20 years or more 26 weeks

**(b)** In the case where a period of notice is given, it will begin from the date on which the Employee received written notice (with a copy to the Association). During the notice period, Employees will be afforded reasonable time off to seek alternative employment, subject to the advance approval of the Employee's immediate supervisor. Such approval will not be unreasonably withheld. While Employees are expected to continue to work as assigned during the notice period, the Employer may invoke the layoff and continue to pay the Employees for the duration of the notice period. However, that Employee still retains the rights pursuant to Article 17.10 (Priority Placement) and Article 17.11 (Displacement). If an Employee is on vacation or away on authorized leave of absence, e.g. sick leave, the notice will begin on the date notification was received by the Employee by registered mail.

**(c)** Employees who terminate their employment subsequent to receiving notice of layoff will be deemed to have abandoned any rights under Article 17.

### **17.09 Redeployment Units**

The redeployment units to be used for purposes of Article 17.10 (Priority Placement) and Article 17.11 (Displacement) for the duration of this agreement are set out in Appendix II.

### **17.10 Priority Placement**

**(a)** Notwithstanding the provisions of Article 17.09 and for purposes of the application of Article 17.10, nothing prevents the Employer, the Association, and an affected Employee(s) from agreeing that the Employee could be considered for priority placement in a position outside their redeployment unit.

**(b) (i)** During the notice period, Employees who are subject to layoff will be eligible to participate in Priority Placement. Employees must exhaust their options under Priority Placement before they may participate in the displacement process. Employees who choose not to participate in Priority Placement will be laid off at the end of their notice period and placed on a recall list for eighteen (18) months or twenty-four (24) months as applicable under Article 17.18(a).

**(ii)** Employees who are funded through research grants, contracts, and physicians' billings will be eligible to participate in Priority Placement during the notice period. If such an Employee has not been placed under Priority Placement at the conclusion of the notice period, the Employee may participate in the displacement process. If such an Employee is not placed under the

displacement process, the Employee will be eligible to remain on Priority Placement, on an unpaid basis, for a total period of up to twelve (12) months following the expiry of the notice period. If an Employee has not been placed under Priority Placement at the conclusion of the twelve (12) month period following expiry of the notice period, the Employee may choose severance or be placed on the recall list for eighteen (18) to twenty-four (24) months as applicable under Article 17.18(a).

Employees who choose not to participate in Priority Placement will be laid off at the end of their notice period and placed on a recall list for eighteen (18) months or twenty-four (24) months as applicable under Article 17.18(a).

**(c)** Each Employee eligible for Priority Placement will submit a resume outlining their qualifications, skills, demonstrated ability, and relevant job experience to the Office of Human Resources. Such resumes will be utilized by hiring managers to assist them in assessing an Employee's suitability for Priority Placement. It is the responsibility of the Employee to ensure that the information on file with Human Resources is up-to-date and includes a current address and telephone number.

**(d)** Priority for placement in a vacant position will first be given to Employees with access to Priority Placement and next to Employees who are on layoff and have recall rights.

**(e)** Full-time Employees will be eligible for Priority Placement in other full-time positions. Part-time Employees will be eligible for Priority Placement in other part-time positions. *(For purposes of this provision, Full-time Employees are those Employees whose regular hours of work are 910 hours or more per year. Part-time Employees are those where the Employee's regular hours of work are less than 910 hours per year.)*

**(f)** Employees eligible for Priority Placement will be placed in vacancies at the same or lower pay level within their redeployment unit provided they possess the skill, ability and qualifications and relevant experience to perform the work of the vacant position without training other than orientation. The Employer will endeavour to place the Employee in a vacant job that is materially the same as the one from which the Employee has been made redundant.

**(g)** If there are two (2) or more vacant positions for which the Employee is eligible, the preference of the Employee will prevail.

**(h)** In the final two weeks of the notice period and where priority placement has not been possible within their redeployment unit and prior to being permitted to displace, Employees will be placed in vacancies at the same or lower pay level within other redeployment units provided they possess the skill, ability and qualifications and relevant experience to perform the work of the vacant position without training other than orientation.

**(i)** If the vacant position into which an Employee is placed under this Article is in a lower pay level, the Employee's rate of pay will be "red circled", i.e. it will be frozen until the rate of their new position meets or exceeds their current rate. The Employer reserves the right to not priority



place an Employee where the reduction in salary between the Employee's current rate and the rate of the suitable vacancy exceeds 20%.

**(j)** Employees appointed to a position through Priority Placement will be subject to a trial period of up to twenty (20) working days. During this trial period, the Employee may be released from the position and will be eligible to continue on Priority Placement, as defined above, for the remainder of the notice period, at which time they may exercise their displacement rights.

**(k)** Where an Employee declared redundant does not receive a Priority Placement, two (2) weeks prior to the termination of the notice period the Employee must choose one of the following:

**(i)** displacement as in Article 17.11 (Displacement); or

**(ii)** layoff with recall rights as in Article 17.18 (Recall Rights); or

**(iii)** accept severance pay in accordance with the schedule in Appendix III.

**(iv)** in the case of the Employees described in Article 17.10(b)(ii), continuation on Priority Placement, on an unpaid basis, for a total period of up to twelve (12) months following the expiry of the notice period.

This choice will become effective at the end of the notice period.

### **17.11 Displacement**

**(a)** If, at the conclusion of the notice period, an Employee has not been placed in an alternate position under Priority Placement, they will be permitted to participate in the displacement process in accordance with this Article.

**(b)** Employees may not displace into positions which are funded through research grants, contracts and physicians' billings.

**(c)** Full time Employees may displace only other full time Employees. Part time Employees may displace only other part time Employees. *(For purposes of this provision, Full-time Employees are those Employees whose regular hours of work are 910 hours or more per year. Part-time Employees are those where the Employee's regular hours of work are less than 910 hours per year.)*

**(d)** An Employee who is eligible to displace will be given the opportunity by the Employer to displace an Employee in the same redeployment unit who has lesser bargaining unit seniority and who is the least senior Employee within the same pay level in an eligible position where the displacing Employee has the skill, ability and qualifications and relevant experience to perform the work of the position held by the Employee to be displaced without training other than orientation.

(e) Should the Employee not be able to displace in (d) above, the Employer will identify the Employee who has the least seniority in the next lower pay grade in the same redeployment unit in an eligible position where the displacing Employee has the skill, ability and qualifications and relevant experience to perform the work of the position held by the Employee to be displaced without training other than orientation.

(f) Failing displacement under (e) above, this process will continue through the lower pay grades until the eligible Employee is able to displace within their redeployment unit.

(g) Failing displacement under (f) above, the Employer will identify an Employee in the same pay level in another redeployment unit who has less seniority than the eligible Employee and into whose position the eligible Employee can displace by possessing the necessary skill, ability and qualifications and relevant experience to perform the duties of the position without training other than orientation.

(h) Failing displacement under (g) above, the Employer will identify the three (3) least senior Employees in the bargaining unit and the Employee will be given the opportunity to displace into one of those eligible positions if they have the skill, ability and qualifications and relevant experience to perform the duties of the position without training other than orientation.

(i) If the Employee is not able to displace another Employee, they will be laid off (except as in Article 17.10(b)(ii) ) and will be placed on a recall list for eighteen (18) months or twenty-four (24) months as applicable under Article 17.18 (a).

**17.12** Failing displacement under this procedure, the eligible Employee must choose one of the following:

(a) severance pay in accordance with the schedule in Appendix III ;

(b) layoff with recall rights as in Article 17.18.(recall rights).

(c) in the case of the Employees described in Article 17.10(b)(ii), the opportunity to continue on Priority Placement, on an unpaid basis, for a total period of up to twelve (12) months following the expiry of the notice period.

**17.13** Any Employee displaced by another Employee under the provisions of this Article will become eligible for one of the following:

(a) displacing another Employee in accordance with Article 17.11

(b) layoff with recall rights as set out in Article 17.18 (recall rights)

(c) severance pay in accordance with the schedule in Appendix III ;

**17.14** Employees who displace other Employees will be provided with minimal familiarization

training.

**17.15** If an Employee displaces an Employee in an eligible limited term position, upon termination of such position, the displacing Employee may exercise their seniority rights in accordance with Article 17.13. However, for the displaced Employee, any agreement concerning the length of the appointment will be abrogated.

**17.16** The displacing Employee will be paid the salary of the position they have obtained through displacement.

**17.17 (a)** Seniority will continue to accrue during a layoff

**(b)** The Employer will continue to pay its share of benefit premiums under Article 22 to the end of the month in which the layoff occurs. Subject to coverage being available in the marketplace, Employees on layoff may continue to participate in the benefit plans, provided that they pay 100% of the premiums, in advance, for twelve (12) months following the date of layoff.

### **17.18 Recall**

**(a)** Employees will have recall rights for eighteen (18) months or, where the Employee has five (5) or more years of seniority for twenty-four (24) months from the date of initial layoff.

**(b)** Employees on the recall list will be recalled, in order of seniority, to vacant positions in the same or lower pay level as they held at the time of layoff, provided they possess the skill, ability and qualifications and relevant experience to perform the work of the vacant position without training other than orientation.

**(c)** Full-time Employees will be recalled to full-time positions and part-time Employees will be recalled to part-time positions. *(For purposes of this provision, Full-time Employees are those Employees whose regular hours of work are 910 hours or more per year. Part-time Employees are those where the Employee's regular hours of work are less than 910 hours per year.)*

**(d)** An Employee who has been laid off and remains eligible for recall will be recalled to the job they held at the time of layoff should such position become available during the first twelve (12) month period following layoff.

**(e)** Notice of recall will be made by registered mail to the Employee's last address on file in Human Resources. A copy will be sent to the Association. It is the responsibility of Employees to keep Human Resources informed of their current address.

**(f)** Employees will be required to accept recall where the available position is at the same pay level, has at least the same number of hours of work, and is in the same employment category as the position that the Employee held at time of layoff. If the Employee declines such recall, they will be considered to have resigned and will be deemed to have terminated.

(g) Employees will respond to the Employer within five (5) working days of receipt of notice of recall with their intention to accept or, if applicable, decline recall. If a laid-off Employee fails to notify the Employer of their intention to accept or, where applicable, to decline recall in accordance with (f), or having accepted recall, fails to report for work on the recall date specified by the Employer without justification, the Employee will be considered to have resigned, and the employment relationship of that Employee will be deemed to have been terminated.

(h) Except in the case of Priority Placements, no appointments will be made to vacant bargaining unit positions until all Employees on layoff who have the skill, ability, and qualifications and relevant experience to perform the available work have had the opportunity to accept recall to the vacant position.

(i) A laid-off Employee with recall rights who accepts a Limited-Term position is entitled to two (2) weeks' notification or pay in lieu thereof if the position is terminated prior to the completion date as stated in the recall notice. In the event a laid-off Employee with recall rights accepts such a position, their recall rights remain in effect in accordance with the provisions of this Article, such that the sum total of their entitlement is not diminished by the period worked.

(j) If an Employee has been laid off for a period beyond the limits of their recall rights without having been recalled, the employment relationship of that Employee will be deemed to have been terminated.

The Employer will confirm, in writing, that, while on layoff, an Employee will be eligible to participate under the terms of the Waiver of Tuition Fees for Dependents, Bursary for Dependents and Tuition Assistance, all for the balance of the academic year in which the eligible student is enrolled at the time of layoff.

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## **ARTICLE 18 - APPOINTMENTS AND PROMOTIONS**

**18.01 (a)** Vacancies will be posted for a period of at least five (5) working days. The vacancy will be posted on bulletin boards in Human Resources Area Offices and on the Human Resources Web Site. The Employer may, at the same time, advertise the position in such other sources as it considers appropriate.

(b) The job posting shall include the following information:

- job title, department and description of the position
- salary grade and range;
- required skill, ability and qualifications and relevant job experience;
- normally scheduled hours of work;

- the current location of the job;
- the current employment category of the job;
- date the position is anticipated to be filled;
- closing date of the competition, i.e. job posting.

(c) For posted positions, a current job description will be made available to applicants for their review in the appropriate Human Resources Offices.

(d) When a new faculty member joins the University from an external employer, they may bring with them pre-existing team members who will then be appointed to positions in the bargaining unit without the requirement to post the position(s). Such new positions will not be considered vacancies for the purposes of Priority Placement or Recall.

(e) To be eligible to apply for posted vacancies, Employees must have completed their probationary period.

(f) The Employer may temporarily fill any position or vacancy for a period of up to twelve (12) months or may determine that a vacancy which has been posted will not be filled.

### **18.02 Application Process**

(a) Applicants are required to submit an updated resume with their application letter as per the instructions on the posting notice

(b) All applications will be considered in confidence.

(c) All applicants to the posted vacancy who, in the opinion of the Employer, may be qualified for the position and who apply prior to the closing date will be considered.

(d) Applicants who are Employees will be considered first and may be interviewed.

### **18.03 Selection of Successful Candidate(s)**

The Employer will base its selection of the successful applicant to fill a posted vacancy on the applicants' overall qualifications, skill, ability and relevant experience for the position. If the selection is to be made from two or more applicants whose qualifications, skill, ability and relevant experience are considered to be relatively equal, preference will be given to the Employee with the greater seniority.

**18.04 (a)** The Employer will notify the successful applicant. The name of the successful applicant will be posted on the Human Resources Web Site. The Association will be notified of

the name of the successful applicant.

**(b)** At the conclusion of the selection process, the Employer will notify the unsuccessful applicants of the selection decision. Unsuccessful applicants may then request a follow-up meeting with the hiring supervisor for the purpose of receiving advice on their application.

**18.05** In the event that the position becomes vacant again within three (3) months of the original posting date, the Employer may elect to reconsider the original applicants without re-posting the position and will so advise the Association.

**18.06** No Employee will be required to accept a transfer or promotion to a position outside of the Bargaining Unit without that Employee's consent.

**18.07** The Employer agrees that it will not use a series of temporary appointments to circumvent creating a position to be filled by an Employee. The Employer agrees a temporary appointment may be continued with the agreement of MUSA.

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## **ARTICLE 19 - STAFF DEVELOPMENT**

**19.01** Employees, on the recommendation of their supervisor, may be given the opportunity to participate in seminars, workshops and short courses. When an Employee is required by the Employer to take a job related course, the full cost associated with the course shall be paid by the Employer.

### **19.02 Career Growth Opportunities**

The Employer recognizes the career growth value to Employees who have an opportunity to fill assignments such as replacing Employees on leave of absence. If the Employer decides to make a temporary assignment available as a career growth opportunity for Employees, the Employer will post the assignment. Selection will be made in accordance with Article 18.03. Employees may apply for posted, temporary assignments and, if appointed, maintain benefits associated with their regular position for the duration of the assignment.

Temporary assignments on this basis will be made subject to the following conditions:

**(a)** The Employee must have at least one year's seniority.

**(b)** The temporary assignment must be:

**(i)** for a minimum of three (3) and not to be continued beyond twelve (12) months; and

**(ii)** related to the Employee's career growth.

(c) Release of the Employee from her home department is subject to the continued satisfactory operation of the home department/programme unit. The release decision rests with the line management of the department and permission of release shall not be unreasonably withheld.

(d) An Employee may take advantage of this opportunity no more than once in any twenty-four (24) month period as measured from the start date of the first temporary assignment.

(e) The position regularly held by the Employee will be held open for the return of the incumbent at the end of the temporary assignment. During this period, the position may be filled on a temporary basis. Should the position regularly held by the Employee be eliminated during the Employee's absence, the Employee will be given appropriate notice in accordance with Article 17, Staff Redundancy/Layoff.

(f) Temporary salary adjustments, if appropriate, will be made in accordance with established salary administration practice.

(g) With the prior approval of their supervisor, and notice to the Association, an Employee may accept an appointment to a position with the Employer that is external to the bargaining unit. The Employee may return to their position if their appointment is for three (3) months or less or for a maternity leave assignment which would not exceed thirteen (13) months. Their benefits, vacations, Association dues, etc. will continue to be covered by this Agreement. Upon their return to the bargaining unit, their full seniority will be maintained, including time spent on the external appointment.

(h) Should the temporary assignment become a regular vacancy, normal hiring procedures will be followed.

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## **ARTICLE 20 - JOINT WORKING CONDITIONS COMMITTEE**

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

**20.02** The Joint Working Conditions Committee will be established by September 1, 2001.

**20.03** The Joint Working Conditions Committee will be composed of three (3) representatives of the Association and three (3) representatives of the Employer, of whom one shall be the Vice-President, Administration, or designate of an appropriate senior level. A quorum will be four (4) members, provided that two (2) representatives of each Party are present. The Committee shall select, from itself, one Association member and one University member to serve as joint Chairs who shall be responsible for preparing a mutually agreed upon agenda and for presiding over the

meeting.

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

**20.05** The Committee shall approve minutes taken and publicly post minutes and agendas. Agendas shall be posted at least seven (7) days prior to the date of meeting.

**20.06** The Committee, when it reaches a decision to make a recommendation, will forward such recommendation to their respective parties.

**20.07** The Committee shall meet at least once every two (2) months, and at other times as mutually determined. The Parties may mutually agree to cancel any scheduled meeting.

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## **ARTICLE 21 - COMPENSATION**

### **21.01 Pay Equity**

The Employer and the Association affirm that the Job Evaluation System and the Salary Grid has been developed and will be maintained in accordance with the *Pay Equity Act*.

### **21.02 Assignment of Pay Grades**

Jobs will be rated by the Job Evaluation Committee and the results will be used to determine the appropriate pay grade.

### **21.03 Step Placement and Progression**

#### **(a) Step Placement for an Initial Appointment**

The starting wage on initial appointment of a new Employee will be determined by the hiring department in consultation with Human Resources, taking into account pertinent previous experience; such wage must be the equivalent of a step on the grid and no less than the Entry Rate of the applicable pay grade. When an Employee is hired at a step above the Entry Rate, Human Resources will notify the Association.

#### **(b) Step Progression**

**(i)** All Employees who have completed their probationary period and whose wage is below the maximum for their pay grade will advance through the Salary Grid (see: Schedule A) by way of set progression increments until the highest step is attained.

**(ii)** Progression through the steps in the pay grade will occur on the anniversary date of the



implementation of the Salary Grid.

(iii) For those Employees who are hired, transferred, or promoted to a new pay grade after the implementation of the Salary Grid, progression through the pay grade will occur on the anniversary date of the Employee's placement in that new pay grade.

(iv) Changes to the Employee's basic rate of pay on anniversary dates will be effective on the first day of the next full pay period.

(v) The Employer may move Employees through the Salary Grid at an accelerated rate.

#### **21.04 Over Maximum**

Where an Employee's salary is above the highest step in their pay grade, they will be administered as over-maximum. Such Employees will not be eligible for any salary increases until their salary is less than or equal to the highest basic rate of pay in the pay grade.

#### **21.05 Promotions**

(a) To receive a promotional increase, an Employee must have a definite change in job status under one of the following conditions:

(i) the Employee obtains a position in a higher pay grade;

(ii) the Employee's position is reclassified to a higher pay grade.

Movement to a position with a higher point rating within the same pay grade shall not be regarded as a promotion, but as a lateral transfer.

(b) Promotional increases recognize a change in an Employee's responsibilities as defined in Article 21.05 (a) above. Employees moved to a higher pay grade shall be placed at a step in the new grade that represents as a minimum of at least a 5% increase from the previous wage but, in any case, not less than the entry rate for the new grade. At its discretion the Employer may place the Employee at a higher step on the grid.

#### **21.06 Demotions**

In the event of a reclassification downward, the incumbent shall not normally suffer a loss of wages. Transfers to a position in a lower pay grade than the Employee's current pay grade may result in a reduction in wage when:

(a) an Employee applies for a lower rated posted position;

(b) the transfer results from Displacement or Recall Rights.

The resulting wage rate will be at a step on the grid which is closest to but no more than 5% less than the Employee's current wage.

No wage rate shall be reduced as a result of promotion or lateral re-assignment.

### **21.07 Lateral Transfers**

Wage increases will not be granted when an Employee transfers to another position in the same pay grade.

### **21.08 Temporary Transfer**

(a) An Employee who is temporarily transferred to another job which is lower than the Employee's classification shall suffer no loss in pay during the temporary transfer.

(b) An Employee who is temporarily transferred for a period of three months or more to another job which is higher than the Employee's classification will be paid on the basis of the step in the higher classification that is at least 3% higher than the Employee's wage step.

Upon return to their former position, the Employee's wage will be reduced to the former level with any adjustments that would have taken place had the Employee not accepted the temporary transfer.

### **21.09 Effective Date**

Wage rate changes arising from a transfer will take effect as of the date of transfer. A wage rate increase resulting from promotion or re-evaluation will be retroactive to the date when the Employee and the Supervisor agree in writing that the job requires re-evaluation.

### **21.10 Method of Salary Payment**

The current Employer's practice is to pay salaries twice per month via direct bank deposit unless an Employee has requested monthly deposit. Deposits are made on the 15<sup>th</sup> and last day of the month, and on the 15<sup>th</sup> day of the month if the Employee has requested monthly deposit. If the 15<sup>th</sup> or end of the month falls on a weekend day or Specified Holiday, pays will be deposited on the working day immediately prior to the weekend or Specified Holiday. The University reserves the right to modify the method of salary payment with six months written notice to the Association.

At the time of the pay, each Employee will receive a statement of earnings listing total pay, itemized one-time adjustments (such as overtime and shift premium) and all deductions from the pay.

If applicable, overtime or premiums will be processed for payment no later than in the month following the month in which the overtime was worked or the premium was earned.

## **21.11 Deductions**

Deductions from the Employee's pay include:

- (a) Statutory deductions, Income Tax, Canada Pension Plan contributions, Employment Insurance contributions;
- (b) Association Membership dues;
- (c) Benefit deductions, such as the McMaster Pension Plan, Long Term Disability, Accidental Death and Dismemberment, etc.;
- (d) Deductions which may be ordered by the Court. If an Employee's salary is garnisheed in accordance with a court order, the Employer will notify the Employee in advance of the adjustment of the bank payroll deposit.

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## **ARTICLE 22 - BENEFITS SCHEDULE**

### **22.01 Benefits and Pensions**

Employees are eligible to participate in the Pension Plan for Salaried Employees of McMaster University, Major Medical Plan, Dental Plan, Group Life Plan, Accidental Death & Dismemberment Plan, Salary Continuance Plan, Long Term Disability Plan, Pregnancy Leave Plan, Tuition Assistance and Bursary Plans as summarized below.

Those Employees who collect a pension immediately on their leaving the Employer or are eligible for an immediate and unreduced pension at the date they leave continue to participate in the Major Medical, Dental, Group Life Plans, Tuition Assistance and Bursary Plans, they and their eligible dependants who are enrolled in the noted plans at their date of retirement will continue to be eligible for those benefits.

### **22.02 Pension Plan**

Eligible Employees can participate in the "Salaried Pension Plan for Employees of McMaster University". The Employer will administer this Plan in accordance with the terms and conditions of the Plan approved by the Board of Governors.

### **22.03 Major Medical Plan**

The Employer shall pay 100% of the billed rates of premium for all eligible Employees, for the Major Medical Plan which is in effect at August 1, 2001.

Participation in this programme is a condition of employment. Eligible Employees must enroll their eligible family members before benefits are provided.

Employees who work less than half time are not eligible for 100% of premium paid by the Employer and participation is optional.

#### **22.04 Dental Plan**

The Employer shall pay 100% of the billed rates of premium for all eligible Employees to provide the Dental Plan which is in effect at August 1, 2001.

Participation in this programme is a condition of employment. However, Employees who have coverage through their spouse or who work less than half time, may opt not to participate. Eligible Employees must enroll their eligible family members before benefits are provided.

#### **22.05 Group Life Insurance Program**

The Employer will pay 100% of the billed rate of premiums for Employees for Basic Coverage in accordance with the Group Life Insurance Plan which is in effect at August 1, 2001.

Employees may elect to take additional coverage in accordance with the provisions and regulations governing optional coverage as specified in the Group Life Insurance Plan.

Participation in this Plan is a condition of employment.

#### **22.06 Accidental Death and Dismemberment Plan**

The Employer will continue this plan for the Employees. Premiums are fully paid by the Employees who elect to participate in this plan.

#### **22.07 Salary Continuance Plan**

The Employer will continue the Salary Continuance Plan which is in effect on August 1, 2001. Benefits under this plan are provided by the Employer to an Employee who is prevented from working because of personal illness or injury subject to appropriate notification by the Employee to the Employer of such absence and medical evidence satisfactory to the Employer being submitted to the Human Resources Benefits Section in support of such absence.

The Employer recognizes the importance of early return to work and the accommodation of Employees with disabilities. The Association and the Employees agree that they must cooperate with the Employer in accommodating return to work at the earliest possible time.

#### **22.08 Long Term Disability Plan**

The Employer agrees to continue the Long Term Disability Plan which is in effect at August 1,

2001, for Employees during the term of this agreement. Participation in this plan is a condition of employment. All premiums are paid by the Employees.

### **22.09 Tuition Assistance Programs**

The Employer encourages Employees to take courses of instruction, particularly those for university credit and those which are directly related to their work.

The Tuition Assistance program is a benefit provided by the Employer. All eligible Employees may participate in this program immediately upon their employment.

### **22.10 Bursary Plan**

The Employer offers bursaries to dependents of eligible Employees who have completed three years' continuous service.

Applicants must meet the academic requirements. The bursary program applies to those degree courses and programs for which the McMaster Board of Governors sets fees.

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## **ARTICLE 23 - SUBCONTRACTING OR TECHNOLOGICAL CHANGE**

**23.01** In the event that the Employer decides to subcontract or introduce technological change, and where such subcontracting or technological change would displace an Employee or reduce the salary grade of an Employee, the terms of this Article shall apply.

**23.02** The Employer shall notify the Association, in writing, at least four (4) months in advance of implementing the subcontracting or technological change. The notice shall contain pertinent data including:

- (a) the nature of the subcontracting or technological change;
- (b) the date on which the Employer proposes to effect the subcontracting or technological change;
- (c) the number, type and location of Employees likely to be affected by the subcontracting or technological change; and
- (d) the effects the subcontracting or technological change may be expected to have on the Employees' working conditions and terms of employment.

### **23.03 Retraining**

- (a) In the event of technological change, prior to any new Employees being hired to work with

new technology, the Employer will, where necessary, first allow incumbent Employees a training/assessment period of up to three (3) months to acquire and demonstrate the knowledge, skill and/or qualifications necessary to adapt to the change, provided they are minimally qualified by education, aptitude and relevant experience.

(b) Employees to be retrained will not suffer a reduction in wage rate or normal scheduled hours during the training period.

**23.04** In the event that a position is declared redundant due to subcontracting or technological change Employees affected shall be subject to layoff in accordance with the provisions of Article 17, Redundancy - Layoff and Recall.

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### **ARTICLE 24 - POSITION DESCRIPTIONS**

**24.01** Each position shall have a position description. A copy of each position description will be kept on file in the Human Resources Department. A position may be assigned a generic position description, supplemented (or not) by further written documentation particular to the incumbent's job. The position description shall address duties, tasks, responsibilities and qualifications.

**24.02** Position descriptions are developed by the Employer, normally in consultation with the incumbent and the incumbent's supervisor.

**24.03** Upon request, position descriptions will be available to Employees through their supervisor/manager or Human Resources.

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### **ARTICLE 25 - NEW STAFF ORIENTATION**

**25.01** The Human Resources Department will notify the President of the Association of the names of new Employees, that are covered by this Agreement, prior to their first day of employment.

**25.02** It is agreed that on or shortly following the start date of a newly hired Employee, a MUSA representative shall have the opportunity to meet with the new Employee for a fifteen (15) minute period at a time and place designated by the Employer.

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### **ARTICLE 26 - NON BARGAINING UNIT PERSONS**

**26.01 (a)** For the purposes of this clause, "persons" shall be defined as all other employees of the employer who are not included in the bargaining unit.

(b) Persons whose positions are not in the bargaining unit shall not perform duties normally assigned to Employees if the act of performing the work reduces the regular working hours of Employees.

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**ARTICLE 27 - COPIES OF THE AGREEMENT**

**27.01** Up to 2500 copies of the Agreement will be printed by the University's Print Services and the cost will be split equally between the Parties. The agreements will contain both the University and the Association symbols.

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**APPENDIX I**

**ONTARIO LABOUR RELATIONS BOARD**

**4081-98-R** The McMaster University Staff Association, Applicant V. McMaster University,  
Responding party

**BEFORE:** Bram Herlich, Vice-Chair

**DECISION OF THE BOARD;** February 9, 2000

1. This is an application for certification in which the board, by decision dated March 3, 1999 directed the taking of a representation vote. (The Board notes that the decision directing the vote is incorrectly dated as March 3, 1998 - it was in fact issued on March 3, 1999)
2. The applicant has not previously established that it is a trade union within the meaning of the *Labour Relations Act*. The parties have agreed that the Board satisfy itself as to the applicant's status on the basis of materials filed with the Board in this and in another application (Board File 1500-98-U)
3. Having reviewed those materials, the Board is satisfied and hereby finds that the applicant is a trade union within the meaning of section 1 of the Act.
4. Having regard to the further agreement of the parties, the Board further finds that:  
  
all non-academic employees of McMaster University in the Province of Ontario, save and except:  
  
a. persons exercising managerial functions or employed in a confidential capacity in matters relating to labour relations within the meaning of subsection 1(3)(b) of the *Labour Relations Act*;

- b. physicians employed in a professional capacity;
  - c. hourly staff of the Parking and Transit Services;
  - d. temporary and casual staff;
  - e. Research Associates (Academic) employed in that capacity for less than two years (after two years they shall be in the bargaining unit), Post-Doctoral Fellows, Clinical Scholars, Clinical Fellows, Research Fellows, Teaching Fellows, Conversational Assistants, Visiting Scientists, and Visiting Professors;
  - f. employees in bargaining units for which any trade union held bargaining rights under the *Labour Relations Act* as of March 2, 1999;
  - g. employees represented by the McMaster University Faculty Association;
  - h. professional librarians employed in a professional capacity; and
  - i. employees in job classifications in the Management Group (TMG) as of March 2, 1999, as described in and modified by the memorandum of agreement between the parties dated January 20th, 2000, or their subsequent equivalents,
- constitute a unit of employees of the responding party appropriate for collective bargaining.

**Clarity Notes:**

1. It is understood that the following persons are employed in a confidential capacity in matters relating to Labour Relations within the meaning of subsection 1 (3) (b) of The Labour Relations Act: employees in the Offices of the President, Vice-President (Administration), Provost & Vice-President (Academic), Vice-President (Research & International Affairs ) and Human Resources, and one confidential secretary to each Associate and Assistant Vice-President, University Registrar, University Librarian, Executive Director of University Advancement, Director of Financial Services, Director of Housing & Conference Services, Director of Analysis & Budgeting, Director of Physical Plant and Director of Risk Management.

2. It is further understood that the following are the organizations as of March 2, 1999 which were affiliated with McMaster University and that the employees of these organizations are not employees of McMaster University:

- Canadian Baptist Archives
- Hamilton Health Sciences Corporation
- Graduate Students Association



- McMaster Association of Part-time Students
- McMaster Children's Centre Inc.
- McMaster Divinity College
- McMaster University Faculty Association
- McMaster University Staff Association
- McMaster Student Union Inc.
- Regional Medical Associates
- Innovus Inc.

3. It is further understood that Research Associate is a non-academic job classification within the bargaining unit.

4. It is further understood that employees who were Research Associates (Academic) as of March 2, 1999 are grandparented out of the bargaining unit.

5. A representation vote was held on March 10 and 11, 1999.

6. On the taking of the representation vote directed by the Board (and regardless of how bargaining unit employees whose ballots have been segregated may have voted), more than fifty per cent of the ballots cast by employees in the bargaining unit were cast in favour of the applicant.

7. A certificate will be issued to the applicant in respect of the bargaining unit set out above.

8. The Registrar will destroy the ballots cast in the representation vote taken in this matter following the expiration of 30 days from the date of this decision unless a statement requesting that the ballots should not be destroyed is received by the Board from one of the parties before the expiration of such 30 day period.

9. The responding party is directed to post copies of this decision immediately, adjacent to all copies of the "Notice of Vote and of Hearing" posted previously. These copies must remain posted for at least 30 days.

"Bram Herlich"

for the Board

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### **APPENDIX II**

#### **REDEPLOYMENT UNITS**

The following redeployment units were proposed by MUSA and mutually agreed by the Association and the Employer. The redeployment units are to be applied as outlined in Article 17, Redundancy - Layoff and Recall.

##### **Unit I** Faculty of Health Sciences

##### **Unit II** Faculty of Engineering

Faculty of Science

V-P Research

Computing & Information Services

Audio Visual

##### **Unit III** Faculty of Business

Faculty of Humanities

Faculty of Social Sciences

Interdisciplinary Programs

Museum of Art

HSC Library

Library

##### **Unit IV** Provost's Office

School of Graduate Studies

Physical Plant

Administration

Registrar

Student Affairs

Presidential Office/Senate

University Advancement

To be in force for the term of the agreement expiring June 15, 2003.

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**APPENDIX III**

**SCHEDULE OF SEVERANCE ENTITLEMENT**

The following will be the minimum level of severance pay :

<b>Complete Years of Service</b>	<b>Severance Pay in the Form of weeks of regular pay</b>
0	2
1	2
2	2
3	2
4	2
5	7
6	8
7	9
8	10
9	11
10	12
11	13
12	14
13	15
14	16
15	17
16	18
17	19
18	20
19	21
20	22
21	23
22	24
23	25
24	26
25	27
26 or more	28

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

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

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**DOCUMENT A**

**INTERIM AWARD**

**dated July 31, 2001**

**BACK PAY AND INCREASES TO BASIC RATES OF PAY**

**BACK PAY**

All Employees as at June 7, 2001 will receive the following salary payments. The effective date, June 7, 2001, applies only for this interim award regarding Back Pay and Increases to Basic Rates of Pay, and does not apply to any other Letter of Understanding or Article in this Collective Agreement.

**1999 to 2001** Back pay for the period June 16, 1999, to June 15, 2001, calculated as follows:  
**Two percent (2%)** of actual regular earnings.

**2000 to 2001** Back pay for the period June 16, 2000 to June 15, 2001, calculated as follows:  
**Three point two percent (3.2%)** of actual regular earnings (regular earnings to be increased by two percent (2%) prior to applying the 3.2% calculation)

The back pay described above:

- Will be paid by bank deposit.
- Will be subject to statutory deductions of Employment Insurance, Canada Pension Plan and income tax.
- Will be considered pensionable, and therefore subject to pension deductions. (For the purposes

of calculating pension entitlement under the Pension Plan for Salaried Employees of McMaster University, any payment of back pay will be considered to be part of "regular annual salary" (as defined in the text of the plan) for the year(s) to which the payment relates, rather than for the year in which the payment is made.)

- Will not be subject to benefit deductions such as Group Life, LTD and AD&D.
- Should be received by Employees as soon as is administratively feasible and no later than three (3) months following the date of this interim award.

## **INCREASES TO BASIC RATES OF PAY**

**2001 to 2002** For the period June 16, 2001 to June 15, 2002:

- (a) Effective June 16, 2001, all salaries will increase by **eight point four two percent (8.42%)**.
- (b) Effective December 16, 2001, an increase, varying from Employee to Employee, as a consequence of the implementation of a new Salary Grid in accordance with Document B **Introduction of the New Salary Grid**.

**2002 to 2003** For the period June 16, 2002 to June 15, 2003:

- (a) Effective September 16, 2002, all basic rates of pay (salary grid) will increase by **Two point five percent (2.5%)**.
- (b) Effective September 16, 2002, for those Employees whose salary is 2.5% or less above the highest step in their pay grade, move to the new highest step in their pay grade and a lump sum payment equal to 2.0% less the increase to move the Employee to the new highest step, if any.
- (c) Effective September 16, 2002, for those Employees whose salary is 2.5% or more above the highest step in their pay grade, a lump sum payment of two percent (2.0%).
- (d) During the period beginning December 16, 2002, an increase, varying from Employee to Employee based on an individual's position on the salary grid and in accordance with Article 21.03 of the Agreement.

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## **DOCUMENT B**

### **INTERIM AWARD**

**dated July 31, 2001**

## **INTRODUCTION OF THE NEW SALARY GRID**

## 1. Salary Grid

There will be one salary grid for Employees in the MUSA Bargaining Unit. Basic rates of pay will be expressed in hourly rates. The Salary Grid will consist of twelve (12) pay grades on the vertical axis and ten 10 pay steps on the horizontal axis. Job evaluation points will be used to create the twelve (12) pay grades.

## 2. Conversion of Job Evaluation Points to Pay Grades

Job evaluation points will be converted according to the following

<b>Job Evaluation Points</b>	<b>Pay Grade on Salary Grid</b>
Up to 140	1
141-161	2
162-186	3
187-215	4
216-248	5
249-286	6
287-330	7
331-381	8
382-439	9
440-506	10
507-583	11
584 and above	12

## 3. Placement On Salary Grid

An Employee's current job evaluation points as effective at December 16, 2001 will determine their pay grade in accordance with the above chart. Within this pay grade, an Employee will be placed in the closest step which is equal to or greater than their current hourly salary.

For full-time staff, the hourly salary can be calculated by dividing the monthly salary by:

151.67 for Employees working 35 hours per week;

162.50 for Employees working 37.5 hours per week;

173.33 for Employees working 40 hours per week.

When an Employee's salary is above the highest step in their pay grade, their salary will be administered as "Over Maximum". Their salary will be maintained at their current rate.

#### 4. Date of Implementation of Salary Grid

The effective date for the Salary Grid will be December 16, 2001.

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### DOCUMENT C

### INTERIM AWARD

dated July 31, 2001

Salary Grids															
2001/02 Grid															
le	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10					
	\$12.47	\$13.10	\$13.63	\$14.17	\$14.67	\$15.11	\$15.49	\$15.80	\$16.12	\$16.44					
	\$13.10	\$13.76	\$14.31	\$14.88	\$15.41	\$15.87	\$16.27	\$16.60	\$16.93	\$17.27					
	\$13.82	\$14.51	\$15.09	\$15.70	\$16.24	\$16.73	\$17.15	\$17.49	\$17.84	\$18.20					
	\$14.68	\$15.41	\$16.03	\$16.67	\$17.25	\$17.77	\$18.21	\$18.57	\$18.94	\$19.32					
	\$15.64	\$16.42	\$17.08	\$17.76	\$18.38	\$18.93	\$19.41	\$19.80	\$20.19	\$20.59					
	\$16.90	\$17.75	\$18.46	\$19.20	\$19.87	\$20.47	\$20.98	\$21.40	\$21.84	\$22.27					
	\$18.33	\$19.25	\$20.02	\$20.83	\$21.56	\$22.21	\$22.76	\$23.22	\$23.68	\$24.15					
	\$19.98	\$20.98	\$21.82	\$22.69	\$23.48	\$24.18	\$24.79	\$25.29	\$25.79	\$26.31					
	\$21.91	\$23.00	\$23.92	\$24.87	\$25.75	\$26.52	\$27.18	\$27.73	\$28.28	\$28.85					
	\$24.08	\$25.29	\$26.30	\$27.35	\$28.30	\$29.15	\$29.88	\$30.48	\$31.09	\$31.70					
	\$26.30	\$27.61	\$28.72	\$29.87	\$30.92	\$31.85	\$32.64	\$33.29	\$33.96	\$34.64					
	\$28.82	\$30.26	\$31.48	\$32.73	\$33.88	\$34.90	\$35.77	\$36.48	\$37.21	\$37.96					
2002/03 Grid															
le	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10					
	\$12.78	\$13.43	\$13.97	\$14.52	\$15.04	\$15.49	\$15.88	\$16.20	\$16.52	\$16.85					
	\$13.43	\$14.10	\$14.67	\$15.25	\$15.80	\$16.27	\$16.68	\$17.02	\$17.35	\$17.70					
	\$14.17	\$14.87	\$15.47	\$16.09	\$16.65	\$17.15	\$17.58	\$17.93	\$18.29	\$18.66					
	\$15.05	\$15.80	\$16.43	\$17.09	\$17.68	\$18.21	\$18.67	\$19.03	\$19.41	\$19.80					
	\$16.03	\$16.83	\$17.51	\$18.20	\$18.84	\$19.40	\$19.90	\$20.30	\$20.69	\$21.10					
	\$17.32	\$18.19	\$18.92	\$19.68	\$20.37	\$20.98	\$21.50	\$21.94	\$22.39	\$22.83					
	\$18.79	\$19.73	\$20.52	\$21.35	\$22.10	\$22.77	\$23.33	\$23.80	\$24.27	\$24.75					
	\$20.48	\$21.50	\$22.37	\$23.26	\$24.07	\$24.78	\$25.41	\$25.92	\$26.43	\$26.97					
	\$22.46	\$23.58	\$24.52	\$25.49	\$26.39	\$27.18	\$27.86	\$28.42	\$28.99	\$29.57					
	\$24.68	\$25.92	\$26.96	\$28.03	\$29.01	\$29.88	\$30.63	\$31.24	\$31.87	\$32.49					
	\$26.96	\$28.30	\$29.44	\$30.62	\$31.69	\$32.65	\$33.46	\$34.12	\$34.81	\$35.51					

	\$29.54	\$31.02	\$32.27	\$33.55	\$34.73	\$35.77	\$36.66	\$37.39	\$38.14	\$38.91									
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**DOCUMENT D**

**INTERIM AWARD**

**dated July 31, 2001**

**IMPROVEMENTS TO BENEFITS**

**Effective August 1, 2001 the following improvements will be made to the current major medical and dental plans:**

1. Vision Care at \$250 every 24 months
2. Cataract implant lenses
3. Current Ontario Dental Association fee schedule

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**Letter of Understanding**

**Between**

**McMaster University**

**and**

**McMaster University Staff Association**

**Regarding Info-tech Stipend**

The University's current practice to pay a stipend for completion of the Info-tech program funded through the MUFF allocation, will continue for the duration of the Collective Agreement.

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**Letter of Understanding**

**Between**



**McMaster University**

**and**

**McMaster University Staff Association**

**Re: Storm Emergency Policy and Procedure**

The Employer has a Storm Emergency Policy and Procedure. Time off and compensation for Employees in the event of a storm emergency will be outlined in this policy.

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**Letter of Understanding**

**Between**

**McMaster University**

**and**

**McMaster University Staff Association**

**Regarding Roster of Arbitrators**

Further to Article 6.09(c) and (d) of the collective agreement, the parties agree to utilize a roster of arbitrators and a procedure for scheduling arbitrations, as set out below, for the duration of this collective agreement. The entire process will be reviewed during negotiations for a renewal collective agreement and, if the parties are in agreement that the process is working effectively, it will be continued.

The Parties agree that the following persons will be asked to serve as a single arbitrator, on a rotating basis:

- 1. Brian Keller**
- 2. Kevin Whitaker**
- 3. Guy Thorne**
- 4. Kevin Burkett**
- 5. Jane Devlin**

Should an arbitrator not be available to arbitrate within sixty (60) calendar days of being asked, the next person on the list shall be asked and so on until one (1) on the list is available. For the next arbitration, the name that appears on the list immediately after the arbitrator last selected shall be next in the sequence of selection. Once during the term of this Agreement each Party may veto the name that appears on the list immediately following the last arbitrator selected. However, by mutual consent, the Parties may select a listed arbitrator out of sequence or select an arbitrator not on the list. The Parties will use their best efforts to make themselves available for any date offered by the arbitrator.

When the grievance is to be submitted to a three (3) person panel under Article 6.09 (d), the process will commence with the parties exchanging the names of their respective nominees. These nominees will be responsible for the selection of the third member from the above roster who shall act as the Chair. In the absence of an agreement, the Chair will be chosen by lottery from amongst the names on the roster. The nominees will make themselves available to act on the dates provided by the Chair for the hearings.

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## **Letter of Understanding**

### **Between**

**McMaster University**

### **and**

**McMaster University Staff Association**

### **Regarding**

## **WORK ARRANGEMENTS FOR COACHES IN ATHLETICS & RECREATION**

The pattern of work for Coaches in the Athletics and Recreation Department normally consists of thirty-five (35) hours per week in shifts of seven (7) hours per day five (5) days a week (Monday to Friday).

However, during the University inter-university preparatory and actual game season which runs approximately September - March each year, the coaches will be required to attend practices or games which may be scheduled on Saturdays, Sundays and designated holidays (outside the normal work pattern outlined above).

In order to accommodate this requirement, the following shift changes and compensation credits have been developed.

### **(a) PRACTICES AND GAMES SCHEDULED DURING MONDAY TO FRIDAY ONLY**

When a coach is required to attend a practice or game during the period Monday to Friday, their start time is adjusted as required to enable him/her to attend the practice or game, without requiring him/her to work more than

the normally scheduled seven (7) hours per day or thirty-five (35) hours per week.

**(b) HOMETOWN PRACTICES AND GAMES SCHEDULED ON SATURDAYS, SUNDAYS OR DESIGNATED HOLIDAY**

When a coach is required to attend a practice or game which is scheduled on a Saturday, Sunday or designated holiday, he/she is credited with a maximum of three and one-half (3-1/2) hours compensatory time (accumulated at straight time) for preparation time, game and post game activities (responsibilities).

**(c) OUT OF TOWN GAMES SCHEDULED ON A SATURDAY, SUNDAY OR DESIGNATED HOLIDAY**

When a coach is required to attend an out of town game which is scheduled on a Saturday, Sunday or designated holiday, he/she is credited with actual hours in compensatory time of up to a maximum of seven (7) hours per day. This credit includes travel and preparatory time as well as game and post game responsibilities.

**(d) COMPENSATORY TIME OFF AND APPROVALS**

All shift changes, compensatory credits and time off must be approved by the Director, Athletics and Recreation Department or their appointee.

Compensatory time off is scheduled as soon as possible after each game, the timing which is established by discussion with the coach and with the Director's approval.

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**Letter of Understanding**

**Between**

**McMaster University**

**and**

**McMaster University Staff Association**

**Regarding**

**ADMISSIONS / LIAISON / UNIVERSITY ADVANCEMENT TRAVEL TIME**

1. It is acknowledged that travelling and flexible hours of work are an inherent part of the value of the Admissions/Liaison jobs, therefore, some travel time outside of normal office hours is to be expected.
2. Subject to clause (1) above, when an Employee travels on approved University business, after normal office hours, the following travel time credits shall apply: (For purposes of this letter only, normal office hours shall be defined as 9:00 a.m. to 5:00 p.m.)

(a) Travel time credits shall only apply to the initial trip from the University/residence to the initial external destination and to the trip back to the University/residence from the last external destination.

(b) when travel is within 90 kms radius of the University - zero time credit;

(c) when travel is within 91 kms and 180 kms radius of the University - actual travel time shall be credited to a maximum of one (1) hour;

(d) when travel is within 181 kms and 270 kms radius of the University - actual travel time shall be credited to a maximum of two (2) hours;

(e) when travel is within 271 kms and 360 kms radius of the University - actual travel time shall be credited to a maximum of three (3) hours;

(f) when travel is greater than a radius of the University of 360 kms - actual travel time shall be credited to a maximum of four (4) hours.

3. Actual travel time is defined as:

(a) when travel is by automobile, the kilometres involved in travelling from/to University/residence to/from destination;

(b) when travel is by public transportation, e.g. air travel, the scheduled time required to travel from public departure point to public arrival point, plus one (1) hour.

4. When using a private automobile, the kilometeric rate established by the University shall apply.

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**Letter of Understanding**

**Between**

**McMaster University**

**and**

**McMaster University Staff Association**

**Regarding Provision of Space and Services to the Association**

The Parties agree to the following:

1. The Employer shall continue to provide the Association with office space at least equivalent to the amount and location currently provided. Prior to any proposed change in location MUSA will be provided with at least three (3) months notice.

2. The Employer will continue to make available, as have been previously provided to the Association, electronic media, duplication, computing and audio visual services, telephone services, purchasing services, and mail addressing services at the current internal department rate.

3. The Employer will provide the Association access to meeting rooms on campus for Association business through the University's room booking offices, following the normal booking procedures and regulations.

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**Letter of Understanding**

**Between**

**McMaster University**

**and**

**McMaster University Staff Association**

**Regarding Agenda Items for**

**the Central Joint Occupational Health & Safety Committee**

The parties agree that neither party will exercise any influence or veto options to prevent the following items from appearing as an agenda item for the CJOHSC:

- (i) Workplace cleanliness and climate control;
- (ii) Maintaining clear passageways;
- (iii) Attendant style washrooms; and
- (iv) Adoption / creation of ergonomic standards.

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**Letter of Understanding**

**Between**

**McMaster University**  
**and**  
**McMaster University Staff Association**  
**Regarding**  
**Bulletin Boards**

The University agrees MUSA will install and maintain a reasonable number of bulletin boards on the main campus for the posting of MUSA material, provided that postings are consistent with University Policies.

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**Letter of Understanding**  
**Between**  
**McMaster University**  
**and**  
**McMaster University Staff Association**  
**Regarding**

**Changes to Policies Affecting Terms and Conditions of Employment**

The University will advise the Association prior to changing policies affecting terms and conditions of employment and allow fifteen (15) days for the Association to comment on such changes, except where the collective agreement precludes such changes.

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**Letter of Understanding**  
**Between**  
**McMaster University**  
**and**

## **McMaster University Staff Association**

### **Regarding**

### **Job Evaluation**

#### **Joint Working Group**

The University and Association agree to establish a Joint Working Group, effective September 1, 2001 with the following terms of reference:

the Joint Working Group shall include three (3) members of the University and three (3) members of MUSA;

examine the current Job Evaluation System, with a view to its gender neutrality;

examine the value of the type of jobs common in the University environment;

examine a point factor structure;

examine weightings of the point factors across the system;

examine a methodology for gathering information about jobs;

consider whether improvements can be made to the system; and

to report to the University and MUSA by December 31, 2001.

#### **Job Reevaluations**

If an Employee has a complaint about his or her reevaluation, he or she may submit the same in writing to his or her supervisor and after investigation the University will respond in writing within thirty (30) days or as soon as practicably possible.

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