

**McMASTER UNIVERSITY**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES/**

**SYNDICAT CANADIEN DE LA FONCTION PUBLIQUE**

**LOCAL 3906, UNIT 1**

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**TEACHING ASSISTANTS, DEMONSTRATORS, TUTORS AND SUPER TUTORS,  
MARKERS, AND RESEARCH ASSISTANTS WHO RECEIVE A RESEARCH  
ASSISTANTSHIP IN LIEU OF TEACHING ASSISTANTSHIP**

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**COLLECTIVE AGREEMENT**

**Expires August 31, 2011**

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## **ARTICLE 1 – SCOPE AND PURPOSE**

**1.01** The Scope and Purpose of this agreement are to maintain an orderly employment relationship between parties; to provide machinery for the prompt and equitable resolution of non-academic grievances and disputes; to promote co-operation and understanding between the Employer and members of the bargaining unit; and to recognize the mutual value of joint discussions and negotiations in matters pertaining to the improvement of working conditions, scale of wages, and other non-academic matters.

**1.02** Although the primary objective of this agreement pertains to the resolution and improvement of non-academic matters, the Employer recognizes all members of CUPE 3906, Unit 1 as valuable members of the McMaster University teaching community.

**1.03** The parties acknowledge their joint responsibility to encourage teaching excellence and that these acknowledgements include the recognition of the contributions of all members of CUPE 3906, Unit 1.

## **ARTICLE 2 – RECOGNITION**

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

**(b)** For clarity, a Research Assistant who receives a research assistantship in lieu of teaching assistantship is an employee who is eligible for a teaching assistantship under Article 13 and to whom a faculty member has arranged to assign a specific research project instead.

## **ARTICLE 3 – DEFINITIONS**

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

### **“academic year”**

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

- September 1<sup>st</sup> to December 31<sup>st</sup>;

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

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

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

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

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

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

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

“**Employer**” means McMaster University.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

exercise the rights of the steward in the following situations:

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

**(b)** The Employer will allow a Union representative to facilitate steward elections in each academic unit on the understanding that the Union representative and the elections will not interfere with employee working time or with the operation of the Department.

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

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

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

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

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

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

parties at the preceding meeting or by mutual agreement thereafter. Meetings will normally be for two hours.

**(d) Co-Chairs:** Each party will appoint a Co-Chair. The Co-Chairs will alternate in the role of Chair, meeting-by-meeting.

**(e) Agendas:** The Co-Chairs will exchange agenda items 2 weeks prior to each meeting and will issue an agreed Agenda one week prior to each meeting. Background materials which may accompany an agenda item will be made available 1 week prior to the meeting to which they pertain. With time permitting, and the consent of those in attendance, additional items may be added to an agenda. Items shall be presented by the parties in alternating sequence, beginning with the Local.

**(f) Guests:** With the approval of the other Co-Chair, a Co-Chair may invite (a) guest(s) to a JLMC meeting for the purpose of providing the Committee with information or expertise.

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

**(h) Administrative Support:** The Employer will supply a support person for the JLMC who will be responsible for circulating notices and agendas for meetings.

**(i) Appropriate Topics:** Agenda items may include any topic of interest or concern to either party, provided that it does not deal with the specifics of a current grievance. Unless agreed otherwise by the parties, meetings shall address issues pertaining solely to bargaining units not engaged in a period of collective bargaining.

**(j) Authority:** Depending on the nature of the issue, representatives of the parties may be comfortable in reaching decisions at a JLMC meeting. However, representatives cannot make decisions that are formally binding on either party. Rather, representatives may agree to recommend acceptance of a course of action to their respective principals, with formal agreement on the issue being confirmed separately between the parties.

**(k) Wages:** Attendance at such meetings by representatives who are employees in the bargaining unit will be covered by the provisions of Article 5.03 of this Agreement and such employees will not be entitled to additional compensation for attendance at JLMC meetings

**(l) Other:** The parties may determine by consensus additional Terms of Reference that provide for the effective administration and operation of the JLMC. Such additional terms will be included in the minutes.

**5.05** Each party agrees to meet to discuss any matters related to this Agreement only with those persons properly authorized to represent the other party. To this end, the Union and the Local, as applicable, will supply the Employer with the names of its executive committee, stewards, staff representative(s), and administrative staff, and will keep the Employer informed of any changes to that list in a timely fashion. Likewise, the Employer will supply the Union with a list of those persons properly designated to discuss matters concerning this Agreement and will inform the Local of any changes to that list in a timely fashion.

**5.06** Subject to the terms of the Grievance Procedure, all correspondence between the parties

arising out of this Agreement or its negotiation or any matter incidental thereto, shall pass directly to and from the Assistant Vice-President of Human Resources Services or his/her designate, McMaster University, Hamilton, Ontario, and the Local Executive, Canadian Union of Public Employees (CUPE.Scfp), McMaster University, Hamilton, Ontario.

**5.07** The Employer will provide the Union with copies of Departmental Handbooks, if any, that are directed at groups of bargaining unit employees and that pertain to this agreement.

**5.08** The Employer will pay to the Union \$12,000 on September 1, of each contract year. This money will be distributed by the Union among the members of the Union Executive Committee in recognition of their union work.

**5.09** Only the President of the Local or his/her designate is permitted to make any written or verbal agreement that conflicts with the terms of this Agreement.

**5.10** The parties recognize that the work of employees in the bargaining unit supports the academic mission of McMaster University. Thus, at LMC meetings the parties may, for example, discuss, review, and share information regarding policies, directives and procedures that apply to bargaining unit members but are not subject to specific provisions of this Agreement.

## **ARTICLE 6 – NO DISCRIMINATION**

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

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

**(b)** The parties agree to a definition of harassment, including racial or sexual harassment, as follows: engaging in any vexatious comment or conduct, written or oral, that has no pedagogical point, that is known, or ought reasonably to be known, to be unwelcome, including threats or a pattern of threatening or aggressive behaviour by a person in the workplace where the person knows or reasonably ought to know that this behaviour is unwelcome or is likely to create an intimidating, demeaning or hostile working environment. Harassment also includes a reprisal or a threat of reprisal for lodging a grievance alleging a violation in Article 6 where the reprisal or threat is made by a person in a position to confer, grant, or deny a benefit or advancement to the employee.

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

**6.03** The parties acknowledge their respective obligations to accommodate the medical restrictions of bargaining unit members with disabilities. Where appropriate supporting medical documentation indicates the need, a workplace accommodation plan will be developed in consultation between the Employment Supervisor, the Manager of Employee Health Services, or his/her designate, and the employee with a disability requiring workplace accommodation. The Union will be informed of the name and Department of any employee for which a plan has been developed. Members of this bargaining unit are eligible to access the McMaster University *Special Measures Contingency Fund* (a.k.a. the "Accommodation Fund"). Any requests must meet the funding criteria as outlined in the McMaster University *Special Measures Contingency Fund* policy. Documentation pursuant to this Article will be kept in confidence and made available to relevant individuals strictly on a need to know basis.

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

**6.05(a)** If a complaint arises in matters covered by this Article, the grievance procedure in this Agreement is to be used. Therefore, employees who have a complaint/grievance concerning discrimination and/or harassment in their capacity as employees under this Agreement are to use the grievance procedure in this Agreement.

(b) Any allegation of sexual harassment under this Article 6 shall be handled through the grievance procedure in a confidential manner. In the event of a grievance resulting from an alleged violation of Article 6.02 the grievor may, where the person against whom the allegation is being made would normally deal with the pre-grievance procedure or any step of the grievance, refer the grievance to the next higher step of the grievance procedure.

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

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

## **ARTICLE 7 – UNION SECURITY**

**7.01(a)** The Employer will, during the term of this Agreement, deduct from the pay of each member of the bargaining unit union dues in the amount specified in writing from time to time by the Treasurer of the Local, and shall remit same, accompanied by a list of employees and their unique employee identifiers from whose pay deductions have been made and the amount of such deductions, in an agreed upon electronic format no later than 1 week after the deductions have been made

**(b)** In the event that the Employer fails to deduct dues from a member of the bargaining unit for work which the member has completed, the Employer will correct such failure during the next pay period. Before filing a grievance for failure to properly deduct union dues, the Union will advise the Employer in writing on a timely basis to provide the Employer with an opportunity to correct the matter.

**(c)** The Union will provide the Employer with 30 days' notice of any change to the amount to be deducted from the pay of bargaining unit members pursuant to Article 7.01.

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

**7.03(a)** The Employer agrees to release from their employment up to 4 employees for CUPE/Scfp executive business for a cumulative total of 520 hours in an academic year. Such release hours must be taken in units of 130 hours each and each such 130-hour unit must correspond with an academic term.

**(b)** No more than 1 employee per Department may access this release time in the same academic term without written agreement from the Department Chair. Such agreement will not be unreasonably denied. The employees are to be named by CUPE/Scfp as soon as possible and not later than 60 days before the start of the academic term in which release time is sought. The academic year in which release from employment is taken, shall count as 1 of the succeeding years of study referred to in Article 13.02 (a) and (b), but the entitlement to Teaching Assistant employment for any remaining succeeding years of study shall not be affected.

## **ARTICLE 8 – INFORMATION**

**8.01(a)** Within 7 days following the end of each month and based on the most accurate information to which the Employer has access the Employer agrees to provide an alphabetized list of all bargaining unit employees, including each person's given name and surname, a unique employee identifier, department of work, mailing address as available on payroll in the month that the employee commences his/her work, campus telephone number and email address (if available on MACVip), and visa student indicator as currently listed in Graduate School records. This information will be provided in electronic format.

**(b)** To the extent that such information is available to the Employer, the Employer agrees to include in the list referenced in Article 8.01(a) above, information about the total number of bargaining unit employees in each of the following categories: (i) number of males; (ii) number of females; (iii) number of married employees; (iv) number of single employees.

**8.02(a)** The Employer will have copies of this Agreement printed within 45 days of ratification by both parties. The Union will reimburse the Employer for 1/3 of the cost.

(b) The Union will be entitled to 200 copies of the Agreement. In addition the Employer will provide the Union with 1 copy of the Agreement in an agreed upon electronic format.

(c) The Employer will also:

(i) make copies of the revised collective agreement available within one month of the printing of this Agreement in all Human Resources Services Offices and academic units; and,

(ii) provide access to a copy of this Agreement to each newly hired employee, at no cost to the employee upon commencement of his/her initial assignment. This Agreement will be provided to the employee in an agreed upon electronic format, unless a printed copy is requested by the employee

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

(b) The Employer will ensure that all bargaining unit members are informed of the location of bulletin boards in their academic unit or employment area.

(c) The Employer shall ensure that each Faculty will send a list of their respective locations of said bulletin boards to the Union by the last Friday of October in each academic year.

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

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

**8.05** The Employer agrees to provide the Union with \$1,500.00 annually to cover costs associated with the Union's work involved in the participation in the annual University-wide TA orientation event and departmental presentations.

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

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

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

**9.03** In the event that any person represented by a trade union and employed by the Employer, other than those represented by the Union, engages in a lawful strike or is lawfully locked out,

members of CUPE 3906, Unit 1 will not be required to perform work normally performed by such person. The Employer will ensure that all employment supervisors are informed that members of the bargaining unit should not be requested to do such work.

## **ARTICLE 10 – GRIEVANCE PROCEDURE**

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

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

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

**(i) Pre-Grievance:** Except in the case of a grievance arising from a complaint of several individuals, or individual grievances regarding the same issue, which are consolidated and submitted at Step 2 as specified in Article 10.03, it is understood that an employee has no grievance until s/he has first given her/his employment supervisor an opportunity to address her/his complaint. If an employee has a complaint s/he must discuss it, in the presence of her/his steward or other Union representative if s/he so desires, or exchange correspondence about it with the employment supervisor within 20 business days after the date on which the circumstances giving rise to the complaint originated or occurred, or within 20 business days after the date on which s/he reasonably ought to have known of the circumstances giving rise to the complaint. The employment supervisor must give his/her reply to the complainant, with a copy to the Union if a Union representative attended the Pre-Grievance meeting, within 20 business days of the matter having been brought to her/his attention. If the employee is not satisfied with the employment supervisor’s response, s/he may file a written grievance in the following manner and sequence:

**(ii) Step 1:** The employee may submit a written grievance signed by himself/herself and his/her Steward or Union representative, to the Chair (or the Chair’s equivalent or designate) of the department in which the employee works within 20 business days after receiving the reply of the employment supervisor. The nature of the grievance and the remedy sought shall be clearly set out in the grievance. The Department Chair or his/her equivalent or designate will deliver his/her decision in writing within 20 business days following the day on which the grievance was submitted to him/her. Failing settlement at this Step, then:

**(iii) Step 2:** Within 15 business days following a decision under Step 1, the grievor(s) may present the written grievance to the Dean of the Faculty (or his/her designate) in which the grievor is employed, or Associate Vice-President, Academic (or his/her designate) if the academic unit is not administered by a particular Faculty. The Dean or Associate Vice-President, Academic (or her/his designate) will hold a meeting with the grievor(s), the Steward or Union

Representative who signed the grievance and, at the Dean's or Associate Vice-President, Academic's (his/her designate's) discretion, an E/LR Representative to discuss the grievance. The Dean or Associate Vice-President, Academic (or her/his designate) will give her/his written decision within 15 business days after the date on which the grievance was submitted to her/him. Failing settlement at this Step, then:

- (iv) **Step 3:** Within 15 business days following a decision under Step 2, the employee(s) may submit the written grievance to the Associate Vice-President, Academic. The Associate Vice-President, Academic, or her/his designate, will convene a meeting with the grievor(s), the Steward or Union Representative who signed the grievance and 2 other representatives designated by the President of the Local and, at the Associate Vice-President's or designate's discretion, an E/LR Representative, to discuss the grievance. The Step 3 reply is required in writing within 15 business days after the date on which the grievance was submitted to her/him. Failing a satisfactory settlement at this Step, the grievance may be referred to arbitration within 15 business days after the date on which the reply to Step 3 was given.
- (d) Following an unsatisfactory resolution of the Pre-Grievance procedure outlined in Article 10.01 (c)(i), the employee may proceed to Step 2 if the employee's supervisor is the Chair of the Department in which the employee works, or may proceed to Step 3 if the employee's supervisor is the Dean of the Faculty in which the employee works.

**10.02** A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of this Agreement shall be originated at Step 2. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute any individual grievance directly affecting an employee which such employee could herself/himself institute, thereby passing the regular Grievance Procedure. Any grievance by the Employer or the Union as provided for in this paragraph shall be commenced within 10 business days after the circumstances giving rise to the grievance have occurred or 10 business days of the time the grieving party reasonably ought to have known of the circumstances. The grievance must be signed by the Vice-President, Academic or the Union President respectively, or their designates. Where the grievance affects more than one faculty, it shall be originated at Step 3.

**10.03** A grievance resulting from a complaint of several individuals, or several individual grievances regarding the same circumstances, may be consolidated and submitted at Step 2 of the Grievance Procedure, within 20 business days after the date on which the circumstances giving rise to the complaint(s) originated, or occurred, or ought reasonably to have been known by the grieving parties.

**10.04** A claim by a non-probationary employee that he/she has been unjustly discharged or disciplined, shall be treated as a grievance if a written statement of such grievance, setting out the nature of the grievance and the remedy sought is lodged at Step 2 of the Grievance Procedure within 15 business days after the discipline or discharge takes effect.

**10.05** The Employer and the Union shall attempt to schedule grievance meetings so as not to interfere with the grievor's employment duties. In the event that an employee's presence is required for a grievance meeting or for attendance at arbitration, the employee will make every attempt to arrange an exchange or substitution for his/her duties and will advise the employment

supervisor of such arrangements. Upon receiving notice of any pending meeting the employee shall provide the employment supervisor with reasonable notice.

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

**10.07** No matter may be submitted to arbitration which has not been properly carried through all the requisite steps of the Grievance Procedure. Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure.

**10.08** If the Employer or the Union requests that a matter be submitted to arbitration, it shall make such request in writing addressed to the other party. In the case of a referral by the Union, the referral will be sent to the E/LR Representative who has been involved in the Grievance Procedure and, in the case of a referral by the Employer, the referral will be sent to the President of the Local. Within 10 calendar days after the referral is received, the parties will attempt to agree on the selection of a sole arbitrator. If they are unable to agree on a sole arbitrator, the referring party may then request the Minister of Labour to appoint a sole arbitrator. No person may be appointed as an arbitrator who has been involved in an attempt to settle a grievance that is the subject matter of the referral.

**10.09** The Arbitrator shall be governed by the following provisions:

(a) he/she shall hear and determine the grievance and shall issue a decision which shall be final and binding on the parties and employees;

(b) he/she shall not have jurisdiction to: (i) amend, alter, modify or add to any provisions of this Agreement; or, (ii) issue any decision inconsistent with the terms and provisions of this Agreement, provided that this prohibition does not affect the arbitrator's statutory authority to modify disciplinary penalties;

(c) the parties hereto will share equally the fees and expenses of the arbitrator;

(d) if he/she considers it necessary to do so, the arbitrator shall have the authority to take a view of the Employer's premises insofar as he/she determines that such a view may be relevant to his/her decision; and,

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

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

(b) In exceptional circumstances the Union may direct to the attention of the Assistant Vice-President of Human Resources Services or his/her designate a request that a grievance that would otherwise be submitted at Step 1 or Step 2 be expedited by having the matter addressed at a single grievance meeting. Such a request will include the grievance and the reasons for the Union's request that the grievance be expedited. Should the Assistant Vice-President of Human Resources Services or his/her designate agree to expedite the grievance as requested, he/she will provide the Union with the name of the Employer representative who will hear the grievance and

the timelines will be those of Step 3 of the Grievance Procedure. If such a request is denied, the grievance will be heard at the appropriate Step of the formal Grievance Procedure as though it had been received on the date that the Union's original request to expedite the matter was received.

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

**10.12** After Step 3, by mutual consent, the parties may choose to resolve the matter through mediation. The cost of mediation will be shared equally by the parties. The names of three mediators will be suggested by the party initiating the mediation. From this list, a mutually acceptable mediator will be chosen by the responding party.

**10.13** If an employee applies for a bargaining unit position and grieves the Employer's decision not to appoint the employee to that position, or if the Union initiates a Pre-Grievance query, the Employer, via the appropriate E/LR Representative, will provide the Union with the name of the appointee and advise as to his/her seniority and whether or not he/she holds a guarantee under Article 12.

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

**11.01** The Employer accepts and will adhere to the principles of progressive discipline. The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Where appropriate, discipline will be preceded by counselling. Progressive discipline will typically involve a verbal warning first, followed by a written warning, followed by suspension prior to discharge. Subject to the Union's right to grieve the Employer's decision to do so, the Employer may skip one or more steps in the progressive disciplinary process, having regard for the severity of the conduct in question and the relevant mitigating and aggravating factors, if any.

**11.02** The Employer and the Union acknowledge that disciplinary investigations must be treated as confidential by all parties. Information shared with affected parties during the course of an investigation shall not constitute a breach of confidentiality for the purposes of this Article.

**11.03** An employee has the right to be accompanied by a Union Representative at each disciplinary meeting. The Employer will inform the employee of this right.

**11.04** When the Employer is considering disciplining an employee, the Employer will meet with the employee and a Union representative unless the employee chooses not to exercise his/her right under Article 11.03. At this meeting, the Employer will advise the employee of the reason(s) for the meeting and provide the employee with an opportunity to respond. Within 5 business days of this meeting or within 5 business days of any additional meeting(s) the

Employer may require to follow-up on the details of the employee's response, the Employer will impose discipline, if any.

**11.05** The Employer will remove warnings or suspensions in an employee's personnel file that are more than 12 months old unless the employee has had subsequent discipline during that period of time.

**11.06** The parties agree that all documentation related to matters subject to Article 11 shall be handled in accordance with the principles set forth in Article 10.01(b).

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

## **ARTICLE 12 – HOURS OF WORK**

**12.01(a)** Subject to the provisions of Article 12.03 below, a teaching assistantship or a research assistantship in lieu thereof, is a position that normally requires an average of 10 working hours per week, normally over two academic terms for a maximum of 260 hours. One of the terms may be a summer term.

**(b)** Notwithstanding the provisions of Articles 2.01 and 12.01 nothing in this Collective Agreement restricts any member of the bargaining unit from securing employment opportunities off the University campus.

**(c)** The workload of a teaching assistant may be compressed into a shorter time period. Subject to the provisions of Articles 12.02, 13.01 and 13.02 below, a graduate student who has accepted a written offer of a teaching assistantship from the School of Graduate Studies and who is offered a compressed teaching assistantship but does not wish to accept it, will be offered an alternative non-compressed teaching assistantship.

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

**(e)** Proportionate assistantships may be arranged and will be paid for on a pro rata basis, and will include positions limited with regard to hours and/or dollars by the terms of grants, scholarships and awards.

**(f)** The parties agree that all time spent holding office hours at times and duration assigned by the Employment Supervisor will be considered as work time.

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

**12.03(a)(i)** It is understood that the primary responsibility for planning and assigning a workload that does not exceed an average of 10 hours per week over an academic term lies with the Employer. This includes the responsibility of an employment supervisor to

assign a workload that can reasonably be expected to be completed within the hours allotted by a suitably qualified employee.

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

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

(ii) Any training required by the employment supervisor solely for the conduct of a Teaching Assistant's employment duties will be included on the *Teaching Assistant Hours of Work Assignment* form.

(c) To meet the responsibility outlined in Article 12.03(a)(i), a meeting between each employee, including both those in Classification A and those in Classification B, and his/her employment supervisor must be held within 5 business days of the commencement of the employee's duties in the applicable academic term. At this meeting, the employment supervisor will describe the work to be done, giving details, including details about the nature, number and scheduling of specific assignments and the estimated hours of work each will involve. The employee and supervisor will discuss this information, taking into account course enrolment, nature of assignments and expectations for grading, in determining reasonable workload. Following this discussion, the *Teaching Assistant Hours of Work Assignment* form will be completed, signed and submitted to the head of the academic unit or his/her designate.

(d) The employment supervisor and the employee shall each retain a copy of the completed, signed and dated *Teaching Assistant Hours of Work Assignment* form. The original completed *Teaching Assistant Hours of Work Assignment* form will be reviewed and initialled by the head of the academic unit, or his/her designate, to ensure compliance with Article 12.03(a)(i). In the event that the head of the academic unit identifies adjustments to the work plan, these will be discussed as soon as possible between the employment supervisor and the Teaching Assistant and the form will be amended to reflect such changes before it is initialled by the head of the academic unit or his/her designate. The original *Teaching Assistant Hours of Work Assignment* form as initialled by the head of the academic unit, or his/her designate, will be retained by the Department and a copy will be sent to the union office, normally on or before the following dates: October 15<sup>th</sup> for assignments in the fall term; February 15<sup>th</sup> for assignments in the winter term; May 15<sup>th</sup> for assignments in the spring/summer term. If any of the above specified dates falls on a non-business day the form will be submitted on the first business day following the specified date. If the commencement of the employee's duties in the applicable academic term occurs after the specified date above, then the *Teaching Assistant Hours of Work Assignment* form will be sent to the Union office within 5 business days after the date on which the head of the academic unit, or his/her designate, initialled the form. The employment supervisor and/or the employee may request a copy of the form. The Department will retain a copy of this completed form for a

minimum of 3 years.

(e) The employment supervisor may require additional meeting(s) to discuss changes to and amend, if necessary, the *Teaching Assistant Hours of Work Assignment* form at any time throughout the appointment. Also, where an employee, subsequent to such meetings, has any reason to believe that he/she may be unable to perform the duties of the position within the hours specified, the employee should meet with his/her employment supervisor. Any changes to the employee's assignment will be attached to the *Teaching Assistant Hours of Work Assignment* form and such revisions will be initialled by the employee to indicate that he/she has been advised of the change. The revised form will be submitted to the head of the academic unit, or his/her designate for approval and initialling. Thereafter, the original copy of the revised form will be retained by the Department and a copy will be sent to the union office. If the matter is not resolved to the employee's satisfaction, he/she may then meet with his/her employment supervisor and Chair (or his/her delegate) of his/her department for a final determination. If the employee chooses to have a Union Representative present at such a meeting, any subsequent grievance would be filed at Step 2 of the grievance procedure as outlined in Article 10.

(f) In the event that the employee and the employment supervisor are unable to achieve an adjustment of hours of work as set out in 12.03(e) and the employment supervisor, prior to the work being done, determines that additional hours need to be worked, such hours will be paid to the employee and the change will be attached to the *Teaching Assistant Hours of Work Assignment* form and copies distributed as set out in 12.03(d).

**12.04** It is agreed that employees shall not be required to distribute their home address or home telephone number to students.

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

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

**12.07** If the Employer cancels a course after an employee has received a written offer and the employee holds a guarantee pursuant to Article 13, the Employer will provide an alternative TAship or a RAship in lieu.

### **ARTICLE 13 – APPOINTMENTS**

**13.01** A qualified full-time graduate student may be offered a teaching assistantship, or part thereof, at the time of their admission to their first year of study.

**13.02(a)** Every regular full-time graduate student in the Doctoral programme, who has been employed as a teaching assistant (or research assistant in lieu thereof) during a part of the first year of study in that programme, will be re-employed as an assistant during a part of each of the 3 succeeding years of study, subject to his/her maintaining regular full-time graduate status and to his/her ability to perform the work. Similarly, students first employed as an assistant in the

second year of their programme will be re-employed during a part of each of the 2 succeeding years of study, and students first employed in the 3rd year of their programme will be re-employed during a part of the 1 succeeding year of study.

**(b)** Every regular full-time student, in a Master's programme, which is greater than 1 year's approved duration, who has been employed as a Teaching Assistant (or research assistant in lieu thereof) during a part of the first year of study in that programme, will be re-employed as an assistant during a part of the 1 succeeding year of study subject to his/her maintaining regular full-time graduate status and to his/her ability to perform the work.

**(c)** Full time graduate students in the fifth or sixth year of study in their Doctoral programme wanting to be considered for a Teaching Assistantship position will so advise the Chair (or equivalent), in writing, of the department in which he/she is registered by June 1<sup>st</sup>. Teaching Assistantship vacancies in each department (or program) may be offered to qualified fifth or sixth year full time Doctoral students who have indicated that they want to be considered and who are registered within that same department (or program). Such appointments are at the full and exclusive discretion of the University.

**(d)** (i) An academic year over which a graduate student takes an approved leave of absence from full-time study shall not be counted as one of the succeeding years of study referred to in Article 13.02(a) and (b). Such a leave of absence from an academic programme of study shall be without pay.

(ii) A member's seniority will lapse in the event that there is a break in employment for a continuous period of 18 months or greater.

**(e)** (i) Re-employment in a succeeding year of study referred to in Article 13.02(a) and (b) will be at the same or greater number of hours as the current assistantship, up to a maximum of 260 hours over 2 academic terms.

(ii) The employee may, with the approval of the head of the academic unit in which he/she is employed, choose to waive the right to employment provided for under 13.02 (a) or (b) in 1 or both 2 terms of any academic year and such waiver will have no impact on future guaranteed re-employment under 13.02 (a) or (b). Approval of head of the academic unit not be unreasonably withheld.

**(f)** A Teaching Assistantship in Article 13.01 and 13.02(a) or (b) may be fulfilled by a research assistantship in lieu thereof at the discretion of the head of the academic unit after discussing this with the employee.

**(g)** (i) The assignments in each department available to Teaching Assistants identified in Articles 13.01 and 13.02 will be posted no later than August 1<sup>st</sup>. Appointees may, in the week following posting, indicate their preferences in writing to their assigned department. Ability, academic qualifications, previous experience with course material and written notification of preferences will be amongst the factors considered in allocating available assignments to employees.

(ii) When all factors have been considered and a vacant assignment(s) still exists, this assignment(s) shall be filled by the unassigned Teaching Assistant with the highest seniority according to his/her written preferences, if any.

(iii) For the purpose of this Article, seniority shall be defined as the number of Teaching Assistantships completed by the Teaching Assistant. Half (i.e. 130 hours) or Partial (i.e. Less than 130 hours) Teaching Assistantships will be counted on a pro rata basis toward a Full (i.e. 260 hours) Teaching Assistantship. In the calculation of seniority, it is the responsibility of the Teaching Assistant to provide proof of the number of hours worked for any Partial Teaching Assistantship.

- (h) (i) The re-employment of a full-time graduate student who was appointed in the immediately previous year to a teaching assistantship or a research assistantship in lieu thereof, shall be contingent upon his/her authorized continuation in a programme of study.
- (ii) Withdrawal, suspension, expulsion, or release from his/her programme of study shall constitute just cause for suspension, release or discharge of the employee from his/her employment. In any case in which withdrawal, suspension or expulsion from a programme of study is the subject of a successful academic appeal, the employee shall be reinstated with back pay for up to a maximum of one academic term and all lost seniority.
- (iii) Completion of his/her program of study or transfer to part time status shall result in the cessation of the employee's employment at the end of the academic term in which the employee completes his/her program of study or transfers, as the case may be, and shall remove any entitlement under Article 12. For the purposes of this Article, completion of a program of study shall not include the situation where an employee completing a Master's program is admitted to a Doctoral Program at McMaster University in the following academic year.

**13.03(a)** After the requirements of Article 13.02 have been fulfilled, each academic unit shall post all other remaining known teaching assistantship positions as soon as possible but no later than August 15<sup>th</sup> each year for at least one week. Applicants may, in the week following posting, apply in writing to either a particular position or indicate their preferences to the known teaching assistantship positions posted.

(b) Teaching assistantship positions that become available after August 15<sup>th</sup> but before the first day of the term in which the work will be performed shall be posted by the academic unit for at least 1 week prior to the start of the appointment unless the position(s) can be offered to and filled by applicant(s) who applied for and were not offered an appointment under 13.03(a) above.

(c) Teaching assistantship positions that become available after the first day of the term in which the work will be performed shall be posted by the academic unit for at least 48 hours prior to the start of the appointment unless the position(s) can be offered to and filled by applicant(s) who applied for and were not offered an appointment under 13.03(a) or (b) above.

(d) Postings referred to in 12.03(b) and (c) will be provided in electronic form to the Union.

**13.04** A job posting referenced in Article 12.03 shall include, but is not limited to, the following information:

- Department and its location
- Title and number of course where the Teaching Assistantship is expected to be available

- Number of positions available, depending on final course determinations and enrolment
- Type of positions available and description of responsibilities
- Hours of work available or anticipated hours of work available
- Dates of appointment – term, start and end dates of TA work
- Qualifications required and preferred
- Date posted
- Application procedures – where and to who applications are submitted, what is to be submitted for application, etc.
- Closing date for applications
- Application of this collective agreement to the position
- Equity statement

**13.05(a)** The parties acknowledge that the criteria which the Employer will use in selecting a candidate for a position posted under Article 13.03 shall include: the candidate's academic qualifications, teaching competence, ability to perform the various duties of the position, and previous satisfactory academic employment experience. If stated in the posting, criteria may also include, but are not limited to, departmental preferences such as special experience or competence required (e.g. registered in same program/department, specific courses completed, grades in those courses), full-time or part-time student status, or restriction to applicants not holding an undergraduate degree. The above criteria are not listed in order of priority.

**(b)** When, in the opinion of the employer making a selection, 2 or more candidates have relatively equal qualifications the candidate with the most seniority, as defined in Article 13.02(g)(iii), will be selected.

**13.06(a)** Successful applicants will be advised in writing of their appointment, the name of their employment supervisor and the total number of hours of their appointment. Details of the appointment will be confirmed through the *Teaching Assistant Hours of Work Assignment* form as set out in Article 12.03(c).

**(b)** Each academic unit that hires teaching assistants shall keep a reference copy of the undergraduate calendar available for teaching assistants.

**13.07** A notice will be posted in each department no later than September 30<sup>th</sup> indicating the course number and title, the projected class enrolment, the total number of hours of work expected and the employment supervisor(s) to which each T.A. has been assigned. If second term assignments are altered a new notice will be posted by January 30<sup>th</sup>. If third term assignments are available a new notice will be posted by May 15<sup>th</sup>. A copy of each of these notices will be provided to Human Resources Services and to the Union.

## **ARTICLE 14 – PROBATIONARY PERIOD**

**14.01(a)** A non-student employee with no previous teaching assistant employment experience at McMaster University will be on probation for the first month of employment.

**(b)** Notwithstanding any other provision in this agreement, the Employer may discharge a non-student employee during the probationary period in its sole discretion provided only that such discretion shall not be exercised in bad faith.

(c) A claim by a probationary non-student employee that his/her discharge was in bad faith shall be treated as a grievance if a written statement of such grievance is lodged at step number 1 of the Grievance Procedure.

(d) If an arbitrator does not find that the discharge was made in bad faith, the grievance shall be dismissed by the arbitrator.

### **ARTICLE 15 – EMPLOYEE EVALUATION**

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

**15.02** Such evaluation shall be included in an employment file, separate from the employee's academic file. After giving reasonable notice of his/her wishes, an employee may examine his/her employment file under conditions deemed appropriate by the department to ensure security of the file.

**15.03** Such evaluations shall not affect an employee's academic standing at the University.

**15.04** An employee may request of their employment supervisor that the supervisor complete a performance evaluation of that employee. The supervisor maintains the discretion whether or not to grant the request for an evaluation. However such a request shall not be unreasonably denied nor shall such a request exceed 1 per employment assignment per employee. If such a request is granted then the other provisions of Article 15 shall apply.

### **ARTICLE 16 – WAGES**

**16.01** The wage rates set out in Schedule "A" attached hereto and forming part of this Agreement shall be paid to members of the bargaining unit as applicable by the last Thursday of the month, except in December when wages shall be paid by the 15th of the month.

**16.02** Employees who hold a full (260 Hours) or half (130 hours) Teaching Assistant Contract shall be paid their wages in equal monthly instalments over the term of their Teaching Assistant contract. Employees who hold a partial Teaching Assistant contract (less than 130 hours) will be paid for hours, as submitted on an approved timesheet, at least by the monthly pay following the month in which the timesheet was submitted.

**16.03** The University agrees to reimburse the employee for travel expenses authorized by the supervisor which are part of their employment duties. Reimbursement will be the kilometrage allowance prescribed in the McMaster University Travel Expenses Policy and Procedure (as revised from time to time) from the lesser of the distance from the main campus to the off campus location or from their place of residence to the off campus location.

**16.04** The parties recognize and acknowledge the distinct and separate nature of academic

financial support that the University provides to graduate students on the one hand, and the entitlement to employment income in accordance with the terms of this Agreement on the other hand. As such, the Employer agrees that an employee's entitlement to the wages set out in Schedule "A" to this Agreement will not result in a reduction of, or offset against, the academic financial support promised by the University to a graduate student.

## **ARTICLE 17 – INSTRUCTIONAL RESOURCES**

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

**(b)** Where an employee does not have secure storage for his/her work related materials, the academic unit, upon the employee's request, will provide a suitable arrangement for the secure storage of his/her work-related materials.

**17.02** Upon the employee's request, the University agrees to provide him/her with e-mail for the duration of the employee's Appointment.

## **ARTICLE 18 – HEALTH AND SAFETY**

**18.01** The parties recognize the right of employees to work in a secure, healthy, safe and accessible environment. Both parties also acknowledge that the Employer and employees have duties and responsibilities with regard to healthy and safe conditions in accordance with the provisions of the Ontario *Occupational Health and Safety Act* as amended, R.S.O. 1990, c.0-1 and the regulations thereunder (the "*OHSA*").

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

**(a)** The Employer and the employment supervisor shall make all reasonable provisions for the health and safety of employees, including, but not limited to: informing all employees of any procedures or policies established by the Employer and associated with the safe handling of materials or equipment and requiring them to follow such procedures or policies; obliging all employees to use all required protective devices, clothing or equipment; and, advising all employees of the existence of hazards associated with the employee's employment duties, of which the Employer is aware or ought reasonably to be aware. The Employer and employees shall comply with the *OHSA*.

**(b)** The Occupational Health and Safety training required for his/her employment duties will be determined pursuant to the Job Hazard Analysis Program outlined in the Risk Management Manual. Time spent on in such training will be accounted for on the *Teaching Assistant Hours of Work Assignment* form.

(c) The employee will exercise due diligence to ensure that any student or other person under his/her care or jurisdiction is informed of any known health and safety hazards and the requirement to follow procedures or policies established by the Employer and associated with the safe handling of materials or equipment, including the requirement to use any protective devices, clothing or equipment..

(d) Employees are required to abide by Employer policies and procedures with respect to health and safety and to carry out their work in compliance with Section 28 of the *OHSA*, “Duties of Workers.”

**18.03(a)** Subject to the provisions of the Ontario *Occupational Health and Safety Act* (the “*Act*”), the Employer agrees that the Union has the option to be represented by one current Union member on each of the Joint Health and Safety committees responsible for an area in which members of the bargaining unit are employed. Subject to the *Act*, the Union also has the option to be represented by one current bargaining unit member on the “Central Joint Health and Safety Committee”. Employees shall exercise their rights under the Ontario *Occupational Health and Safety Act* through these committees and as per the *Act*.

(b) The Office of Environmental and Occupational Health Support Services will supply notice of vacancies to the Union.

(c) In departments where bargaining unit members are employed and in which there is a joint occupational health and safety committee (JHSC), one such employee will have the opportunity to sit as a worker representative on that committee. This is subject to the following:

(i) The academic based legal JHSCs include:

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

(d) The Employer maintains the right to relocate and/or make changes to the above noted JHSC’s as conditions require or as it deems appropriate.

(e) The introduction and placement of selected worker representatives onto JHSC’s will be facilitated by Environmental and Occupational Health Support Services.

(f) A bargaining unit member who is a worker representative on a Joint Health and Safety Committee will be deemed to be at work and will be compensated at the applicable hourly rate set out in Schedule “A” for time spent by the employee carrying out his/her worker representative duties, as set out in the *OHSA*. These deemed hours will not be included on the *Teaching Assistant Hours of Work Assignment* form and will not be considered part of the employee’s TA assignment.

**18.04** The parties understand and agree that the right to refuse unsafe work is guaranteed as per the Ontario *Occupational Health and Safety Act*, 1990. If Section 43 of this *Act* is repealed at any time in the future, then the parties agree that Section 43 of this *Act* will form part of the Collective

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

**18.05(a)** Normally, hazards in the workplace are reported to the employee's immediate supervisor. An employee working outside of normal business hours Monday to Friday, who identifies a workplace hazard, will report the hazard to the University's Security Services when the immediate supervisor and head of the academic unit are not available. Security Services will provide a summary of the employee's report to the Manager, Environmental and Occupational Health and Safety or his/her designate.

**(b)** Employees are encouraged to complete an "Injury/Incident Report" form in conjunction with their employment supervisor. A summary of all such "Injury/Incident Report" forms will be forwarded to the Central Joint Health and Safety Committee, with a copy of the "Injury/Incident Report" to the Union.

**18.06 Violence in the Workplace**

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

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

**(c)** Employees are encouraged to report workplace violence to their employment supervisor or Department Chair as well as to their union representative and, where appropriate, to file an "Injury/Incident Report" form. A summary of all such "Injury/Incident Report" forms will be forwarded to the Central Joint Health and Safety Committee, with a copy of the "Injury/Incident Report" to the Union.

**(d)** If the Employer becomes aware that workplace violence has occurred the Employer will take every precaution reasonable in the circumstances to prevent a recurrence.

**(e)** Employees will be entitled to register for the training program provided by Environmental and Occupational Health Support Services. If an employee chooses to attend such training it will be during non-working hours.

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

**(g)** A grievance alleging an incident or incidents of violence in the workplace may be commenced at Step 3 of the grievance procedure.

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

**18.08** The Employer will provide First Aid kits in the Workplace. The number and location of First Aid kits shall be reviewed annually pursuant to the First Aid Program outlined in the Risk Management Manual.

**18.09 Education and Training**

(a) If an employee in the bargaining unit is appointed as a certified member of a JHSC the Employer agrees to pay for the cost of certification training.

(b) Unless otherwise agreed by the parties, an employee, appointed as a certified member of the JHSC will, upon request, be provided with access to the first available on-site core certification training program, subject to the operational needs and reasonable scheduling requirements of the Employer. Employees denied the first available on-site core certification training program will take the next available training.

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

(d) No employee shall be required or permitted to work on any job or operate any piece of equipment until he/she has received proper education, training and instruction.

**18.10 Disclosure of Information**

(a) the Employer shall disclose information in accordance with the *OHSA* and related University policies and programs.

(b) the Employer will provide information regarding hazardous substances in accordance with the hazardous Materials provisions of the Risk Management Manual.

**18.11 Ergonomics**

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

**18.12 Safety Equipment**

Employees will not be required to purchase their own protective equipment and clothing. The Employer will provide protective equipment and clothing when required by the *OHSA* and will ensure that safety equipment, materials, and protective devices (including protective clothing) are maintained in good condition. The Employer shall cover the cost of required cleaning of protective wear and clothing.

**18.13 First Aid/CPR Certification**

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

#### **18.14 Policies and Manuals**

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

### **ARTICLE 19 – LEAVE OF ABSENCE**

**19.01(a)** With the approval of the employment supervisor(s) concerned, an employee may arrange to exchange his/her duties, or for his/her substitution, with or by a qualified person, for periods not to exceed 1 week at a time and not to exceed 2 weeks per term. Examples of such an arrangement would be for the employee to attend an Academic Conference, a Union Convention or to attend to an ill family member.

**(b)** It is agreed that an employee may utilize 2 such substitution days for personal leave.

**19.02(a)** To qualify for paid sick leave, an employee must, unless unable due to extreme circumstances, notify his/her employment supervisor as early as possible.

**(b)** To qualify for paid sick leave, upon return to work following an absence 10 scheduled hours of work or more, a medical certificate, signed by the employee's doctor and confirming the employee's disability for the period of absence, must be submitted to the employment supervisor if the supervisor requests such a medical certificate.

**(c)** To qualify for paid sick leave, with respect to (a) and (b) above, an employee may be required to furnish medical evidence for absences of less than 3 working days and/or be examined by a physician appointed by the Employer. Where a physician has been appointed by the Employer, the Employer shall reimburse the employee for the cost of the medical certificate. In the event of a difference of opinion, the employee will have the right to a third medical opinion at the Employer's expense, by a mutually acceptable physician.

**(d)** An employee will be credited with sick leave equivalent to 10 working hours per term in the academic year subject to the employee having a teaching assistantship (or a research assistantship in lieu thereof) which consists of a minimum of 40 hours of work in that academic year. Sick leave will not be accumulated from one term to the next.

**(e)** Provided it is established that absence is due to disability or illness, an employee having a teaching assistantship (or a research assistantship in lieu thereof) which consists of a minimum of 40 hours of work in the academic year, will be paid 1 hour of sick leave for each working hour of absence until the sick leave is exhausted.

**(f)** Sick leave payments will be reduced by any benefits payable under the *Workplace Safety and Insurance Act*. Payments under the *Employment Insurance Act* will not reduce the benefits.

**(g)** In the case of illness or disability, an employee will neither be required to arrange an exchange or substitution for his/her duties nor to make up any costs incurred by the Employer.

**19.03(a)** Employees who are employed at least 13 weeks prior to their estimated date of delivery will be eligible for a Pregnancy Leave. Employees who are re-employed in a succeeding year of study and fall within either Article 13.02 (a) or Article 13.02 (b) will not be required to repeat this eligibility period.

(b) A Pregnancy Leave will be granted for a period not to exceed 17 weeks (and if the employee is not entitled to Parental Leave under the *Employment Standards Act* because of a premature birth, still birth or miscarriage, a Pregnancy Leave will endure to the day that is the later of 17 weeks from the date the Pregnancy Leave began and 6 weeks after the birth, still-birth or miscarriage). An employee, who wishes to return to work within 6 weeks of the birth of the child, will be required to provide the Employer with 1 calendar week's notice and may be required by the employment supervisor to submit a medical certificate.

(c) Employees taking advantage of the leave must give 2 weeks' notice before leaving work and 4 weeks' notice of return to work should it be earlier than the period provided for under the law or as previously agreed. A pregnancy leave may occur no earlier than the earlier of the day that is 17 weeks before the employee's due date and the day on which she gives birth.

(d) If the employee stops work because the child has arrived earlier than expected, the employee has 2 weeks from such date to give the Employer written notice of the intent to take pregnancy leave.

(e) The Employer may require the employee to commence a pregnancy leave at the time of the employee's due date or the day on which she has given birth or at such time as the Employer cannot, without undue hardship, accommodate the employee to perform the essential duties of the position.

#### **19.04 Parental Leave**

(a) Employees who are employed at least 13 weeks on the date that their child comes into their custody, care and control for the first time, will be eligible for a Parental Leave.

(b) Employees taking advantage of the leave must give 2 weeks' notice before leaving work and 4 weeks' notice of return to work should it be earlier than the period provided for under the law or as previously agreed.

(c) A Parental Leave will be available for 35 weeks (but, if the employee did not take pregnancy leave, then the greater of 37 weeks or 3 consecutive academic terms will be available as a Parental Leave). For those on Pregnancy Leave, Parental Leave must commence at the end of the Pregnancy Leave except in exceptional circumstances as allowed under the *Employment Standards Act*. For others, Parental Leave must commence no later than 52 weeks after the birth of the child or after the child came into the parent's custody, care, and control for the first time.

(d) If the employee stops work because the child has come into the employee's custody, care and control for the first time earlier than expected, the employee has two weeks from such date to give the Employer written notice of the intent to take parental leave.

(e) The definition of parent is as per the Ontario *Employment Standards Act*.

(f) Parental Leave is unpaid leave.

#### **19.05 Pregnancy and Parental Leave**

(a) In order to allow increased flexibility in scheduling of work, an employee who wishes to take less than 26 weeks of the pregnancy and/or parental leave may undertake some alternative

assistantship assignment, subject to the availability of suitable work and the approval of the employment supervisor(s). This may be done by exchange with another qualified assistant for a period not exceeding 1 academic term. The employee is encouraged to consult with his/her Chair (or his/her delegate) to identify possible alternative work.

(b) The period of re-employment referred to in 13.05 (a) and (b) will be extended by the same number of terms covered by the commencement of the Pregnancy and/or Parental Leave to the day that is the later of the Pregnancy Leave termination and Parental Leave termination (if this “day” occurs during a term, this period of re-employment will further extend to the beginning of the following term).

#### **19.06 Pregnancy Leave Supplementary Unemployment Benefit**

(a) A female employee will only be eligible to receive the following Pregnancy Leave Benefits in respect of the period(s) of time in which she would have been scheduled to work.

(b) For an employee eligible for a pregnancy leave under Article 19.04(a), for the first 2 weeks of pregnancy leave the Employer will pay the equivalent of 95% of 2 weeks of contracted earnings, averaged over the academic term.

(c) During the following 15 weeks of pregnancy leave the employee will receive a payment equal to the difference between 95% of the employee’s regular straight time earnings and the amount of pregnancy benefits the employee is receiving from Employment Insurance (“EI”) with the exception that if the employee is not eligible for EI benefits, the amount paid by the Employer will be 40% of the employee’s regular straight time earnings.

(d) Dental benefit coverage will be maintained during the pregnancy leave at no cost to the employee.

(e) All payments made under the Supplementary Unemployment Benefit (“SUB”) plan must be made in accordance with the regulations of the *Employment Insurance Act*. The SUB plan is intended to supplement the EI benefits received by employees for temporary unemployment caused by pregnancy leave, and is not applicable for parental leave. As part of these requirements, all such payments can only commence when the employee provides proof that she is receiving EI maternity benefits or is disqualified from receiving EI maternity benefits due to:

- (i) an insufficient number of insurable hours, or
- (ii) the exhaustion of EI benefits, or
- (iii) the week waiting period.

Such proof will not be made available by Employment Insurance Commission until after the leave has commenced and hence the Employer’s payments will be retroactive.

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

(b) When the funeral occurs more than 200 km. from the employee's work location, the employee will be entitled to 1 additional day of leave to accommodate travel so long as the employee is able to make satisfactory provisions to re-arrange his/her employment duties.

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

(d) Employees who require a bereavement leave beyond the leave provided in Article 19.07 (a) and (b) may, with departmental approval, be granted additional days of bereavement leave without pay.)

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

#### **19.08 Court and Jury Duty Leave**

Upon written request, supported by a copy of the subpoena for court leave or a copy of the summons for jury duty, an employee shall be granted paid leave at the rate of his/her full salary, to a maximum of 10 hours per week, less what the court pays for the performance of the required duties, to appear as a court witness or to appear for or serve jury duty, provided that such appearance and/or service actually conflicts with his/her scheduled duties and provided that upon return to work he/she shall provide his/her supervisor with written confirmation of the date(s) and time(s) on which he/she appeared and/or served, signed by an appropriate official of the Court.

#### **19.09 Reservist Leave**

(a) If an employee is a reservist in the Canadian Armed Forces he/she will be entitled to reservist leave in accordance with the ESA and while on such leave the employee will retain his/her accrued seniority.

(b) An employee will provide 5 business days' notice of the date on which he/she intends to return from the leave.

(c) The employee's dental benefits will be maintained during such leave in accordance with the requirements of the ESA.

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

**20.01** The sum of 4 per cent vacation pay shall be included in the wages set out in Schedule "A".

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

**20.03** The Employer shall recognize public holidays as per the *Employment Standards Act* and shall compensate members of the bargaining unit as outlined in the statutory regulations. An employee must have approval in writing from his/her supervisor prior to working on a public holiday.

**20.04 Religious Holidays**

Each employee is entitled to rearrange his/her work duties without loss of pay in order to observe the religious holiday(s) of his/her faith. In most instances these days are known to employees well in advance, and therefore the employee must notify his/her employment supervisor as early as possible before the religious holiday(s) about his/her intent to observe such holiday(s)

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

**ARTICLE 21 – BENEFITS**

**21.01** The Employer will cover the cost, to a maximum of \$1,200.00, for the retention of the services of an immigration lawyer by the Union on behalf of the members of the bargaining unit.

**21.02(a)** Subject to Article 21.02(b) below, for the purpose of a CUPE administered and sponsored Benefit Plan(s), the Employer will remit the following amounts to CUPE Local 3906 on the following dates:

September 1, 2009 - \$150,000

September 1, 2010 - \$150,000

**(b)** In each year of this agreement the Union will provide the Employer with a copy of the CUPE 3906 Trustees' annual report on the above mentioned funds within 2 working days of its delivery to the membership at the local's Annual General Meeting.

**ARTICLE 22 – C.U.P.E. LOCAL 3906 DENTAL PLAN**

**22.01 (a)** As per Article 22.03, the Employer will make payment on behalf of eligible persons for employee coverage subject to the terms and conditions of the Dental Plan as determined by CUPE Local 3906, Unit 1.

**(b)** The above mentioned Dental Plan has no deductibles and provides for 100% coverage for diagnostic, preventive, and palliative services, 100% for restorative, endodontic, periodontal, and surgical procedures.

**(c)** For further information regarding the terms and conditions of the Dental Plan negotiated between CUPE Local 3906 and the insurer contact CUPE Local 3906.

**(d)** Dental Plan forms are available through the Union Office.

**22.02 Opt Out & Family Enrolment**

**(a)** An employee who is eligible to be covered under the Dental Plan may choose to opt out if s/he provides proof to the Union of spousal or other coverage under another dental plan. The "CUPE 3906 Dental Plan Opt-Out Form" shall be submitted to the Union by the appropriate date, where it will be processed and copied to the School of Graduate Studies.

**(i)** The Union will be primarily responsible for all member communications

regarding opt-out and family enrolment. The Union will collect all forms for processing, including ensuring their completion. When processed and by the appropriate date, the Union will forward copies of all forms to the School of Graduate Studies for administration.

(ii) The Employer will administer all necessary data processing, deductions, adjustments and submissions to the insurer for the successful provision of the Dental Plan, both single and family coverage.

(iii) The due date for opt-out and family enrolment forms are set according to the requirements of payroll at the School of Graduate Studies. Normally, these dates will be the first Friday of the academic year to take effect on September 1st, and September 30th for effect on October 1st.

(b) An employee may elect to enrol a spouse and children in family coverage for the dental plan. The "CUPE 3906 Dental Plan Family Enrolment Form" shall be submitted to the Union by the appropriate date, where it will be processed and copied to the School of Graduate Studies.

(c) An "Opt-Out Form" or "Family Enrolment Form" must be provided together with all necessary documentation of alternative coverage to the Union within 15 days of the first date of employment as identified by the Letter of Appointment.

(d) Premium deduction adjustment will be made effective the first of the month following approval of the "Opt-Out Form" or of the "Family Enrolment Form." If an "Opt-Out Form" is submitted on or before the first Friday of the month, adjustments will be made effective the month of submission.

(e) Any opt-out or family enrolment will, once approved, remain in effect throughout the academic year.

(f) All opt-out and family enrolments must be completed for each academic year, and normally will be submitted by September 15 each year.

**22.03(a)** The Employer contribution to the premium is fixed at a cost per employee of \$26.75 per month effective November 1, 2009 plus the Employer pays 50% of administrative costs. The balance of the premium charged by the insurer and 50% of the administrative cost will be paid by the eligible employees through payroll deduction. While C.U.P.E. is the contracting party to the Dental Plan agreement, the Employer will send the dental monies directly to the Union's insurer on CUPE's behalf.

(b) Administrative costs are 10% of the premiums of the Dental Plan.

(c) Full-time McMaster Graduate Students and regular full-time graduate doctoral students Employed as a Teaching Assistant in their 5<sup>th</sup> and/or succeeding years of their program are eligible for coverage in the dental plan for any academic year in which they are contracted to work at least 130 hours in the period September 1<sup>st</sup> to August 31<sup>st</sup>.

(d) Employees in Classification A are eligible for coverage by the dental plan for any academic year in which they are contracted to work at least 130 hours in the period September 1<sup>st</sup> to August 31<sup>st</sup>.

**ARTICLE 23 – TERM**

**23.01** The terms of this agreement shall be in effect from September 1, 2009 to August 31, 2011 and the agreement shall remain in effect from year to year thereafter unless either party gives to the other party a written notice of termination or a desire to amend this agreement. All provisions of this agreement, unless specifically identified otherwise, shall be in effect from the date of ratification. All provisions of the previous agreement shall remain in effect until the date of ratification.

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

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

**ARTICLE 24 – MISCELLANEOUS****24.01**

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

**SCHEDULE "A" - WAGES**

<b><u>CLASSIFICATION</u></b>		<b><u>HOURLY RATE</u></b>	
		<b><u>Sept. 1/09</u></b>	<b><u>Sept. 1/10</u></b>
<b>A</b>	Employees holding an Undergraduate Degree	<b>\$38.85</b>	<b>\$39.40</b>
<b>B</b>	Employees not holding an Undergraduate Degree	<b>\$21.60</b>	<b>\$22.15</b>

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

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

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

DATED AT Hamilton, Ontario, this \_\_\_\_\_ Day of \_\_\_\_\_, 2009

FOR McMASTER UNIVERSITY

FOR THE UNION

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**Peter Smith**, Associate Vice-President,  
Academic

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**Mary Ellen Campbell**, President,  
CUPE/Scfp, Local 3906

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**Patrick Bennett**, Professor, Psychology,  
Neuroscience & Behaviour

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**Marc Ouellette**, Vice-President, CUPE/Scfp,  
Local 3906

---

**Mara Giannotti**, Manager, Faculty  
Appointments & Records, Office of the Provost

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**Diana Zawadzki**, Unit 1 Representative

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**Tony Petric**, Professor, Materials Science and  
Engineering

---

**Derek Sahota**, Unit 1 Representative

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**Grey McGarry-Ainslie**, Employee/Labour  
Relations Advisor

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**Rebecca Strung**, Unit 1 Representative

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**Heather Johnson**, Executive Committee  
Representative

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**Nancy MacBain**, Staff Representative

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**Jesse Payne**, Staff Representative

**LETTERS OF UNDERSTANDING**

November 9, 2009

Ms. Mary Ellen Campbell  
President  
CUPE, Local 3906, Unit 1

Dear Ms. Campbell:

**RE: Changes to Pay Frequency with New Payroll System Implementation**

This letter will confirm that the University will provide the Union with 4 months notice of any change to pay frequency and its implications as a result of the implementation of a new payroll system. No bargaining unit member will lose any pay as a result of the transition.

Yours sincerely,

Wanda McKenna,  
Director, HR Employee Services & Support

**DRAFT**

November 9, 2009

Ms Mary Ellen Campbell  
President  
CUPE, Local 3906, Unit 1

Dear Ms Campbell:

**Re: Letter of Understanding: Policies affecting terms and conditions of employment**

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

The Employer will advise the Union a minimum of 15 days prior to changing a policy affecting terms and conditions of employment. The Employer will, if requested by the Union to do so, meet with the union to discuss such change to the policy. The Employer shall consider the Union’s comments in good faith.

Yours sincerely,

Wanda McKenna  
Director, HR Employee Services & Support

DRAFT

November 9, 2009

Ms Mary Ellen Campbell  
President  
CUPE, Local 3906, Unit 1

Dear Ms Campbell:

**Re: Letter of Understanding: Equity Statement**

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This letter will confirm that, upon ratification of the renewed collective agreement, the Employer will place the following statement on all job postings referenced in Article 13.03 of the collective agreement:

“All qualified candidates are encouraged to apply. McMaster University is strongly committed to employment equity within its community, and to recruiting a diverse faculty and staff. The University encourages applications from all qualified candidates legally able to work in Canada, including women, members of visible minorities, Aboriginal persons, members of sexual minorities, and persons with disabilities.”

Yours sincerely,

Wanda McKenna  
Director, HR Employee Services & Support

November 9, 2009

Ms Mary Ellen Campbell  
President  
CUPE, Local 3906, Unit 1

Dear Ms Campbell:

**Re: Letter of Understanding: Technological Change**

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The Employer and the Union agree to inform each other of technological changes or other significant issues, excluding budgetary process and course determination, which affect the members of the bargaining unit as soon as they become aware of such changes. This will be facilitated through Article 5.03.

Yours sincerely,

Wanda McKenna  
Director, HR Employee Services & Support

DRAFT

November 9, 2009

Ms Mary Ellen Campbell  
President  
CUPE, Local 3906, Unit 1

Dear Ms Campbell:

**Re: Letter of Understanding: Wentworth House**

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In the event that CUPE's office in Wentworth House is not accessible to a CUPE Local 3906 Unit 1 member because of his/her disability, CUPE will enlist the assistance of the Employer when necessary to accommodate the needs of this person.

In the event that the Employer can no longer provide CUPE Local 3906 with the current office space in Wentworth House, the Union will be provided at least 3 months notice and alternate comparable main campus office space will be identified and provided. In this event, the Employer will make every effort to provide accessible office space.

Yours sincerely,

Wanda McKenna  
Director, HR Employee Services & Support

November 9, 2009

Ms Mary Ellen Campbell  
President  
CUPE, Local 3906, Unit 1

Dear Ms Campbell:

**Re: Letter of Understanding: Work Beyond 260 Hours**

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For the purposes of Article 12 - *Hours of Work* - The Employer and the Union agree that employees may apply for and be offered bargaining unit assignments in excess of the normal maximum hours of work, being 260 over 2 academic terms within an academic year, in accordance with the terms set out in the Memorandum of Settlement executed by them and excerpted for clarity below:

1. In offering a Teaching Assistantship (“a TAship”), the Union and the Employer agree that priority consideration will be given to applicants who do not yet have, at the time of application, an aggregate assignment of TAships totaling 260 hours over 2 academic terms within an academic year. The Parties agree that the use of the term “Teaching Assistantship” in these Minutes of Settlement is intended to encompass teaching assistants, demonstrators, tutors and super tutors, markers, and research assistants who receive a research assistantship in lieu of teaching assistantship. The Union and the Employer further agree that the collective agreement defines part-time employees in the Unit 1 bargaining unit as normally working an average of ten hours per week or less, to a maximum of 260 hours normally over 2 academic terms within an academic year. In cases of financial hardship or in cases where all eligible and qualified applicants for a posted position already have TAship assignments in an aggregate amount totaling 260 hours over 2 academic terms, written permission to exceed the normal number of hours, may be granted, in the case of a graduate student applicant, by the School of Graduate Studies in accordance with the requirements that are currently set out in Section 2.4.3 of the School of Graduate Studies Calendar and in the case of an undergraduate student applicant, by the appropriate Department Chair.
2. The union agrees that the decision of the School of Graduate Studies or the appropriate Department Chair referenced in Paragraph 2 above shall not be subject to challenge by the Union except in cases where the Union or a bargaining unit member alleges that such decision was made in violation of Article 3.01 and 5.01 of the collective agreement.
3. The Union and the Employer acknowledge that the assignment of a TAship(s) in excess of 260 hours over 2 terms in an academic year can only be granted in accordance with Paragraph 2 above. The Union and the Employer further agree that such additional assignment(s) will not be considered outside the scope of the Unit 1 collective agreement and that and that the terms and conditions of employment for such additional assignment(s) remain subject to the provisions of the Unit 1 collective agreement.

4. The Union and the Employer agree that job postings made on and after April 1, 2009 shall include the following language, which is intended to reflect their commitment to Paragraphs 1 and 2 above:

***Please note: those who have not, at the time of application, been assigned 260 hours of Teaching Assistantship(s) (“TAships”) will be given priority consideration. Those who have already been assigned 260 hours of TAship(s) at the time of application may nevertheless apply. Once the preference note above has been taken into account, applicants who have already been assigned 260 hours of TAship(s) may be offered the position, but in order to accept such offer they must obtain and submit written approval to work such additional hours pursuant to section 2.4.3 of the SGS calendar in the case of graduate student applicants, and from the appropriate Department Chair in the case of undergraduate applicants.***

Yours sincerely,

Wanda McKenna  
Director, HR Employee Services & Support

DRAFT

November 9, 2009

Ms Mary Ellen Campbell  
President  
CUPE, Local 3906, Unit 1

Dear Ms Campbell:

**Re: Letter of Understanding: *Teaching Assistant Hours of Work Assignment* form**

For the purposes of Article 12 - *Hours of Work*, and the employment supervisor's corresponding obligation to complete the *Teaching Assistant Hours of Work Assignment* form, the template for the *Teaching Assistant Hours of Work Assignment* form will be *posted on the Employer's Employee & Labour Relations* webpage. The Employer and the Union agree that the posted template for the *Teaching Assistant Hours of Work Assignment* form will be subject to amendment and/or revision only by mutual written agreement.

Yours sincerely,

Wanda McKenna  
Director, HR Employee Services & Support

DRAFT