

COLLECTIVE
AGREEMENT

Between



- and -



Canadian Union of Public Employees/ Syndicat canadien de la fonction publique
Local 3906, Unit 4

Guest Registration Assistant, Residence Orientation Assistant, Graduate Community Leader, Community Advisor, Project Assistant, Residence Orientation Planner

August 31, 2029

TABLE OF CONTENTS

ARTICLE #	ARTICLE	PAGE #
1	SCOPE AND PURPOSE	3
2	RECOGNITION	3
3	DEFINITIONS	3
4	MANAGEMENT RIGHTS	5
5	UNION SECURITY	5
6	UNION REPRESENTATION	7
7	JOINT LABOUR MANAGEMENT COMMITTEE	8
8	INFORMATION	8
9	NO DISCRIMINATION, HARASSMENT OR VIOLENCE	10
10	WORKPLACE ACCOMMODATION	14
11	HEALTH AND SAFETY	15
12	NO STRIKE OR LOCKOUT	21
13	GRIEVANCE PROCEDURE	21
14	WORKPLACE INVESTIGATIONS, COUNSELLING, DISCIPLINE & DISCHARGE	25
15	JOB POSTINGS AND APPOINTMENTS	26
16	PROBATIONARY PERIOD	29
17	HOURS OF WORK	30
18	PERFORMANCE EVALUATIONS	33
19	RESOURCES	34
20	UNIFORM	34
21	SENIORITY	34
22	EMPLOYEE INFORMATION	35
23	COMPENSATION	36
24	LEAVES OF ABSENCE	37
25	PUBLIC HOLIDAYS AND PUBLIC HOLIDAY PAY	40
26	VACATION	41
27	COMMUNITY ADVISOR STANDARDIZED ROOM RATE	41
28	BENEFITS	42
29	LEGAL LIABILITY	42
30	TERM	43
SCHEDULE A	WAGE GRID	44
SCHEDULE B	COMMUNITY ADVISOR STIPENDS	45
LETTERS OF UNDERSTANDING		
COVERAGE SHIFTS FOR COMMUNITY ADVISORS		47
EMPLOYMENT EQUITY		47
POLICIES AND PROCEDURES		48
COMMUNITY ADVISOR HANDBOOK		48
ROOM INSPECTIONS, 10 DAY OPEN HOUSE, AND MOVE OUT		48
ONE-TIME LUMP SUM PAYMENT		48
TRANSITION OF COMPENSATION STRUCTURE FOR COMMUNITY ADVISORS		49

ARTICLE 1 – SCOPE AND PURPOSE

- 1.01 The University recognizes the importance of the Employees represented by the Union as a vital part of the university community.
- 1.02 The Scope and Purpose of this Collective Agreement are to maintain an orderly employment relationship between Parties; to provide machinery for the prompt and equitable resolution of employment 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 employment matters.
- 1.03 In this Agreement, the pronouns “they/them/theirs” are used to denote gender-neutral persons both singular and plural.
- 1.04 The Parties agree to administer this Collective Agreement in good faith and in a fair and reasonable manner.
- 1.05 The Parties recognize and acknowledge that McMaster University is located on the traditional territories of the Haudenosaunee and Mississauga nations, and within the lands protected by the Dish With One Spoon Wampum agreement.

ARTICLE 2 – RECOGNITION

- 2.01 The University recognizes the Union as the sole and exclusive bargaining agent for all employees of McMaster University, in the province of Ontario, employed in Residence Life save and except Residence Life Area Coordinators, persons above the rank of Residence Life Area Coordinator, and persons currently represented by an existing Trade Union.

ARTICLE 3 – DEFINITIONS

“Bargaining Unit” means the Bargaining Unit described in Article 1 (Scope).

“Bargaining Unit Member” or **“Employee”** means a person employed by the Employer who holds an appointment in the Bargaining Unit.

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

“Collective Agreement” means the Collective Agreement between McMaster University and The Canadian Union of Public Employees, Local 3906 in respect of the Bargaining Unit for all employees of McMaster University, in the province of Ontario, employed in Residence Life save and except Residence Life Area Coordinators, persons above the rank of Residence Life Area Coordinator, and persons currently represented by an existing Trade Union.

“day” means a calendar day unless otherwise specified.

“Designate” means an individual who is authorized by a person specifically identified in this Collective Agreement to act on their 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 Associate Vice-President and Chief Human Resources Officer to represent the Employer in any communications and/or meetings convened pursuant to this Collective Agreement.

“Full-time Student” is a student at McMaster University who is considered full-time in accordance with the regulations and definitions of the Office of the Registrar or School of Graduate Studies, as applicable, inclusive of students on a co-op or internship.

“Grievance Procedure” refers to the process set out in Article 13 (Grievance Procedure) for addressing complaints or differences between the Parties arising from the interpretation, application, administration, or alleged contravention of this Collective Agreement.

“Live-In Positions” refers to Community Advisor (CA) and Graduate Community Leader (GCL) positions, including Senior Community Advisor (SCA) assignments provided to CAs.

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

“Residence Holiday Closure Period” is normally defined as: an annual period of closure beginning the day after the University’s final examination period ends in December, and ending on the second day before classes resume in January.

“Steward” means an Employee who has been elected or appointed from within the Bargaining Unit, as per the Local’s by-laws, to represent Bargaining Unit Members in matters pertaining to the application or administration of this Collective Agreement.

“Supervisor” is defined as the member of the Residence Life Management Team who is the immediate supervisor in the employment relationship.

“The Parties” means McMaster University and the Local or the Union as indicated by context.

“Union” means the Local in its capacity as the representative of Unit 4.

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

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union recognizes that the management of the University is fixed exclusively in the Employer, subject to the provisions of this Collective Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline, and efficiency;
 - (b) hire, appoint, re-appoint, not appoint, assign, transfer, lay-off, recall, direct, discharge, and suspend or otherwise discipline Employees, provided that a claim of discharge or discipline without just cause may be the subject of a grievance, to be dealt with as hereinafter provided;
 - (c) plan, direct and control operations; determine job classifications, job requirements, and hours of work;
 - (d) determine work assignments, methods, schedules, procedures, and standards;
 - (e) determine the size, composition, and deployment of the workforce;
 - (f) put into effect, enforce, and alter reasonable policies, rules and regulations governing the conduct of the Employer and the Employees.
- 4.02 The Employer agrees that it will not exercise its rights as set out in this Article in a manner inconsistent with this Collective Agreement and confirms its commitment to administer this Collective Agreement reasonably such that its decisions must not be arbitrary, discriminatory, or made in bad faith. The Union agrees that the fact of the Employer exercising its rights under the Article shall not constitute harassment.
- 4.03 The Employer further agrees that it will exercise its rights as set out in this Article in a manner that is reasonable.

ARTICLE 5 – UNION SECURITY

5.01 Union Dues and Membership

- (a) The Employer will, during the term of this Collective Agreement, deduct from the pay of each member of the Bargaining Unit Union dues in the amount specified in writing from time to time by the Treasurer of the Local, and shall remit same, accompanied by a list of Employees and their unique employee identifiers from whose pay deductions have been made and the amount of such deductions, in an agreed upon electronic format no later than one (1) week after the deductions have been made.
- (b) In the event that the Employer fails to deduct dues from a member of the Bargaining Unit for work which the member has completed, the Employer will correct such failure during the next pay period, or at the Employee's election by an agreed upon repayment schedule within the duration of the Employee's contract. Before filing a grievance for failure to

properly deduct Union dues, the Union will advise the Employer in writing on a timely basis to provide the Employer with an opportunity to correct the matter.

- (c) Every Employee of the Bargaining Unit who is now, or hereafter becomes a member of the Union, shall maintain their membership in the Union.
 - (d) Every new Employee shall, within thirty (30) days after the commencement of their employment, become a member of the Union. The Employer will inform new Employees of this requirement.
 - (e) The Union will provide the Employer with thirty (30) days' notice of any change to the amount to be deducted from the pay of Bargaining Unit Members pursuant to Article 5.01.
- 5.02 The Union shall indemnify and save the Employer harmless from any legal actions or liabilities arising from the application of Article 5.01 and 5.05 (Union Initiation Fee).
- 5.03 The Employer will continue to make available to CUPE Local 3906 electronic media, duplication, computing and audio-visual services, telephone services, purchasing services, and mail addressing services at the internal department going rate.
- 5.04 The Employer will provide to CUPE Local 3906, Unit 4 access to meeting rooms on campus for Union business through the University's room booking offices, following the normal booking procedures and regulations.
- 5.05 **Union Initiation Fee**
- (a) The University will deduct an initiation fee in the amount instructed by the Union, once per Employee. The payroll team will remit the collected fees to the Union as part of their regular third-party remittances.
 - (b) With the remittances, a report will be sent to the Union documenting who had the fee deducted and the total amount deducted with each remittance.
 - (c) The initiation fee will be deducted and remitted to the Union after the third pay period of each of the fall, winter, spring, and summer semesters.
 - (d) If the Union elects to change the initiation fee, it will provide the Employer with six (6) weeks' notice.

ARTICLE 6 – UNION REPRESENTATION

6.01

- (a) The Employer recognizes the right of the Union to appoint a lead Steward and up to six (6) Stewards to represent all roles within the Bargaining Unit, providing that such Stewards are employed through the University and within the Bargaining Unit. The Lead Steward or the President will exercise the rights of the Steward in the following situations:
 - i. where there are no Stewards appointed in that unit; or
 - ii. where the Stewards are not available.
- (b) The Employer will allow a Union Representative to facilitate Steward elections on the understanding that the Union Representative and the elections will not interfere with Employee working time or with the operation of the University. The timing of such elections will be done in consultation with the Employer to ensure a mutually beneficial time.

6.02

- (a) The Employer will recognize a Union bargaining team that includes up to five (5) Bargaining Unit Members who are Employees, in the capacity of Union bargaining representatives, and up to five (5) individuals who are members of the CUPE Local 3906 Executive or who are staff of CUPE. The Union and the Employer agree to limit membership on their respective bargaining teams to a total of ten (10) each.
- (b) The Parties shall advise each other of their bargaining committee members. Where a member of the Union bargaining committee encounters an unavoidable conflict between any scheduled contract hours arising from appointment as an Employee and attendance at a scheduled negotiation meeting with the Employer, the member of the Union bargaining committee shall be entitled to attend the negotiation meeting without loss of pay, up to and including conciliation or mediation. The affected member shall provide their Supervisor with as much advance notice as possible.

6.03

- (a) The Parties recognize that all Employees in the Bargaining Unit, including Stewards, bargaining team members, and Local Executive members, have regular duties to perform as Employees of the Employer. Therefore, Stewards and other representatives appointed pursuant to this Agreement will not leave their employment duties without advanced written approval from their immediate Supervisor, which approval will not be unreasonably denied. 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 their Supervisor to arrange for the missed time to be made up in such a way that the Employee will not suffer any loss of wages.

- (b) In exceptional circumstances, an Employee may request to attend external meetings or conventions to represent the Union. If such a request is granted by their immediate Supervisor, the time will be unpaid. Requests will not be unreasonably denied.
- (c) Annually, at a time when new appointments typically begin for each job classification, a Union Representative will be invited to attend the end of a training event to provide a 20-minute overview of the role of the Union for Employees in the Bargaining Unit. These overview opportunities will be scheduled at least a week in advance.

ARTICLE 7 – JOINT LABOUR MANAGEMENT COMMITTEE

- 7.01 McMaster University and CUPE Local 3906, Unit 4 (Residence Life) agree to establish a Joint Labour Management Committee (JLMC) to foster open communication, address mutual concerns, and enhance the working relationship between the University and CUPE Local 3906, Unit 4.
- 7.02 This Committee will review matters of concern arising from the application of this Collective Agreement, provided they are not the subject of an open grievance or a confidential matter.
- 7.03 The committee will consist of three (3) representatives from each party, as outlined below, and will meet as mutually agreed and no less than once in the Fall term, once in the Winter term, and once in the Spring/Summer term.
- 7.04 The Employer representatives will include one role from each of Employee/Labour Relations, Residence Life, and the broader department of Housing and Conference Services. The Union Representatives will include the CUPE Local 3906 President (or Designate), Unit 4 Lead Steward (or Designate), and a CUPE Staff Representative.
- 7.05 Administrative Support: The Employer will be responsible for canvassing dates and locations for the meeting and will provide this information to the Union.
- 7.06 Guests: Subject to the meeting agenda and advanced mutual agreement of the Parties in writing, the Union or the Employer may invite (a) guest(s) to a JLMC meeting for the purpose of providing the JLMC with information or expertise.

ARTICLE 8 – INFORMATION

8.01 List of Employees

- (a) Within seven (7) Business 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:

- i. preferred name
- ii. a unique employee identifier
- iii. job title
- iv. mailing address as available on payroll in the month that the Employee commences their work
- v. optimal personal telephone number, and McMaster email address

Information will be reflected as currently listed in University Human Resources records. This information will be provided in electronic format.

Employees understand it is their responsibility to update their Human Resources contact information through Employee Self-Service options.

- (b) For Live-In positions, a list of building assignments will be provided to the Union no later than September 30th of each year.

8.02 Following the Parties' mutual agreement on the final text, the Employer and CUPE will post the final Collective Agreement online.

8.03 **Bulletin Board Space**

- (a) The Employer shall provide an area of bulletin board space (with minimum dimensions of seventy (70) centimetres and fifty (50) centimetres) outside each Resource Room. This shall be clearly marked "CUPE Local 3906 information" and will be for the use of official Union notices. The Parties agree that this Article 8.03 shall not require the Employer to change the location of any current bulletin boards.
- (b) The Employer shall inform the Union in writing of any new bulletin boards or any change in location of existing boards.

8.04 **Correspondence and Agreement Compliance**

- (a) All correspondence between the Employer and CUPE Local 3906 relating to matters covered by this Agreement, except as otherwise specified in this Agreement, will pass between the President of CUPE Local 3906 and the Executive Director, Health, Safety, Well-being & Labour Relations, or their Designates.
- (b) No Employee, other than the President of CUPE Local 3906, or their Designate(s), will be required or permitted to make any written or verbal agreement that conflicts with the terms of this Agreement. The President of CUPE Local 3906 shall provide the Executive Director, Health, Safety, Well-being & Labour Relations, with the names of such Designate(s).

ARTICLE 9 – NO DISCRIMINATION, HARASSMENT, OR VIOLENCE

9.01 Respectful Workplace

- (a) The Parties agree that all Employees are entitled to, and shall contribute to, a respectful workplace free from Workplace Harassment, Workplace Sexual Harassment, Workplace Violence, Sexual Violence, and Discrimination.
- (b) It is the Employer's responsibility to maintain an environment in which Employees remain free from Workplace Harassment, Workplace Sexual Harassment, Workplace Violence, Sexual Violence, and Discrimination, including protection from intimidation, reprisals and any threats, explicit or implied, which are designed to or might reasonably be understood to dissuade an Employee from exercising their rights under this Article 9.
- (c) The Employer and the Union agree that violence has no place in the workplace and are together committed to maintaining a workplace free of Workplace Violence.
- (d) The University has Policies to prevent and respond to these issues, including: the Discrimination and Harassment Policy, the Sexual Violence Policy, and the Violence in the Workplace Policy ("the Policies"). The Parties acknowledge that nothing in these Policies is meant to supersede the terms and conditions of the Collective Agreement. In the event that the provisions of these Policies contradict the Collective Agreement, the Collective Agreement governs, to the extent of the contradiction.

9.02 Workplace Violence and Harassment: Definitions

- (a) **Workplace Harassment** means:
 - i. engaging in a course of vexatious comment or conduct against a worker in a workplace, including virtually through the use of information and communications technology, that is known or ought reasonably to be known to be unwelcome, or
 - ii. Workplace Sexual Harassment.
- (b) **Workplace Sexual Harassment** means:
 - i. engaging in a course of vexatious comment or conduct against a worker in a workplace, including virtually through the use of information and communications technology, because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
 - ii. making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

(c) **Workplace Violence** means:

- i. the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
- ii. an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker,
- iii. a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

The Parties acknowledge that Workplace Violence may include incidents where domestic, intimate partner, or sexual violence enters the workplace.

(d) **Sexual Violence**

The Parties agree to a definition of Sexual Violence as set out in the University's Sexual Violence Policy, which currently reads as follows:

Sexual Violence means any sexual act or act targeting a person's sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent, and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism and sexual exploitation.

9.03 **Examples of Workplace Sexual Harassment or Sexual Violence**

The following list of examples, while not exhaustive, may constitute Workplace Sexual Harassment or Sexual Violence depending on the context in which the incident(s) take place, the frequency and severity of the incidents and whether it is known, or ought reasonably to have been known, that the conduct was unwanted:

- i. an unwanted sexual solicitation or advance
- ii. sexist jokes or comments causing embarrassment or offence
- iii. leering
- iv. the display of sexually offensive material
- v. sexually degrading words used to describe an individual
- vi. derogatory or degrading remarks directed towards members of one sex or with regard to one's sexual orientation, gender identity, or gender expression
- vii. sexually suggestive comments or gestures
- viii. inquiries or comments about a person's sex life
- ix. offensive sexual flirtations, advances, propositions
- x. demands for sexual favours
- xi. unwanted touching or patting
- xii. verbal abuse or threats of a sexual nature
- xiii. sexual assault
- xiv. any reward or promise of reward, whether explicit or implicit, for complying with a sexual solicitation or advance

- xv. any reprisal or threat of reprisal, whether explicit or implicit, for refusing to comply with any sexual solicitation or advance.

9.04 Human Rights in Employment: No Discrimination or Harassment

- (a) The Parties acknowledge that the Ontario *Human Rights Code R.S.O. 1990, c. H.19* applies in the workplace and may be amended from time to time. The Ontario Human Rights Code sets out that every Employee has a right to both:
 - i. equal treatment with respect to employment without discrimination because of the specified human rights grounds, and
 - ii. freedom from harassment in the workplace by the Employer or agent of the Employer or by another Employee because of the specified human rights grounds.
- (b) Discrimination means an unjust or prejudicial form of unequal treatment, whether imposing extra burdens or denying benefits, based on any of the grounds articulated in the Ontario *Human Rights Code*.
- (c) The University's Discrimination & Harassment Policy prohibits Discrimination and/or Harassment on the grounds articulated in the Ontario *Human Rights Code*: age; ancestry; colour; race; citizenship; ethnic origin; place of origin; creed; disability; family status; marital status (including single status); gender identity; gender expression; receipt of public assistance (in housing only); record of offences; sex (including pregnancy and breastfeeding); and sexual orientation.
- (d) In addition to the protected grounds above, the Parties also agree that there will be protection from discrimination against an Employee in regard to employment, or any term or condition of employment, based on their membership or activity in the Union as set out in the *Ontario Labour Relations Act*, 1995.

9.05 Options for Resolution

- (a) If an Employee believes they have been subjected to Workplace Harassment, Workplace Sexual Harassment, Sexual Violence, or Discrimination, they have a range of options to address the issue in a manner appropriate to their needs and situation. They may use one or more options including, but not limited to, the following:
 - i. Take direct action by informing the individual who is the source of the behaviour that it is unwelcome and unwanted, request that the individual stop the behaviour, and document the events including the date, time, location, witnesses, and details.

- ii. Consult with the Sexual Violence Prevention & Response Office or with one of the Intake Offices that administer both the Discrimination and Harassment Policy and the Sexual Violence Policy:
 - a. Employee/Labour Relations;
 - b. Equity & Inclusion Office;
 - c. Student Support and Case Management;
 - d. Faculty of Health Sciences Office of Respectful Conduct in Clinical & Academic Environments (ORCCA)
- iii. Seek assistance from their Supervisor or an Intake Office to address the issue through a dispute resolution process.
- iv. Initiate a formal complaint under the applicable Policy with one of the Intake Offices or a grievance under Article 13 (Grievance Procedure) with the assistance of a Union Representative. If a grievance is filed under Article 13 (Grievance Procedure), the Union and Employee shall provide specific allegations in the written grievance.
- v. File a complaint with the Ontario Human Rights Tribunal.
- vi. Consult with a Union Representative or CUPE's Equity Action Officer and seek assistance in addressing the issue.

(b) Workplace Violence

- i. If an Employee has experienced, or is concerned they may experience, Workplace Violence, they should immediately advise their Supervisor and contact Campus Safety Services to make a report.
- ii. The Employee should then also complete an "Injury/Incident Report".
- iii. If the Workplace Violence involves Workplace Harassment, Workplace Sexual Harassment, Sexual Violence, or Discrimination as defined above, the Employee also has the right to the options set out above in Article 9.

- (c) If an Employee believes they have been subjected to Workplace Harassment, Workplace Sexual Harassment, Sexual Violence or Discrimination and brings forward a related concern or a complaint to one of the Intake Offices, they will be informed of the options available to them pursuant to Article 9.05(a).
- (d) Where an Employee brings forward a concern or allegation as per this Article, they may request temporary adjustments to safeguard their working environment. Such temporary adjustments will be considered and implemented, where appropriate, and will not result in a loss of pay, rights, or benefits for the Employee.

9.06 General

- (a) The Parties recognize that a single incident and/or conduct online may constitute Workplace Harassment or Workplace Sexual Harassment.

- (b) An Employee is not required to perform any duties of a personal nature not connected with the approved operations of the Employer.
- (c) The Parties agree that Employees are protected under any current and future whistleblower policies of McMaster University.
- (d) Reprisals, retaliation, or threats of reprisals against any Employee for pursuing their rights under this Article, for having participated in the procedures, or for acting in any role under these procedures are prohibited.
- (e) An Employee who is asked to attend a meeting in accordance with the Policies will be entitled to have a support person (e.g. Union Representative) attend with them as an Advisor as set out in the applicable Policy.
- (f) The Employer will provide respectful workplace training as it deems necessary.
- (g) The Employer and the Union agree that Employees have the right to be referred to by their self-identified gender pronouns.

ARTICLE 10 – WORKPLACE ACCOMMODATION

10.01

- (a) In accordance with the Ontario *Human Rights Code* (the “Code”), the University’s Policy on Workplace Accommodation, and the University’s Return to Work Program, the Parties acknowledge their respective obligations to fulfill the duty to accommodate based on all human rights grounds as referenced in Article 9.04(c), including disability.
- (b) In such cases a workplace accommodation plan will be developed in consultation between the Supervisor and the Employee requiring workplace accommodation. The Union and the Employees will cooperate in the arrangement of such accommodation.
- (c) The Union will be informed of the name and job title of any Employee for whom a formal accommodation plan has been developed.
- (d) The Parties recognize the importance of confidentiality and agree that an Employee’s information related to their workplace accommodation plan will be discussed, disseminated or otherwise shared by each of them on a need to know basis.

10.02 No Employee will be asked to provide a medical diagnosis at the outset of a request for medical accommodation or sick leave. In the event a medical diagnosis will assist the accommodation and/or return to work processes, Employee Health & Well-being Services will obtain an Employee’s consent to obtain such information.

- 10.03 In fulfilling its duty to accommodate, pursuant to the *Ontario Human Rights Code*, the Employer has a responsibility to make every reasonable effort to provide, at the appropriate time, suitable modified or alternate employment to Employees who are temporarily or permanently unable to return to their regular duties, as a result of an occupational or non-occupational injury or illness. Dependent on the circumstances, this may include the modification of duties, assignments, or workspace in keeping with the Employee's medical requirements, providing that such accommodation does not create undue hardship to the Employer.
- 10.04 An Employee may invite a Union Representative to join them at a Return to Work meeting, if one is scheduled. In such case, the Employee will so advise their Supervisor in advance of the meeting.

At the outset of facilitating an Employees' return to work, the Employee will be notified of the option for Union representation and provided the Union's contact information as follows:

CUPE Local 3906,
Kenneth Taylor Hall Room B111, McMaster University
1280 Main Street West, Hamilton, ON L8S 4M4
Phone: 905-525-9140 x 24003
Email: staff@cupe3906.org
Website: <http://cupe3906.org>

- 10.05 If the Employer requests the Employee to attend an independent medical examination ("IME") by a selected health professional, the cost of such examination shall be paid by the Employer.
- 10.06 **EFAP Representative**

The Parties recognize that Employees may sometimes need to discuss matters such as substance abuse and may feel more comfortable doing so with a peer. They may also need to learn about specialized resources in the community for assistance and treatment.

For these reasons, the Parties agree to recognize that the role of the EFAP Representative in the workplace, for Employees covered by this Collective Agreement, will be served by a CUPE Local 3906 representative and selected by the Union. The EFAP Representative will meet with an Employee outside of both of their employment duties to discuss problems and refer them to the appropriate agency when necessary.

- 10.07 The Employer shall not charge a processing fee to the Employee related to workplace accommodation.

ARTICLE 11 – HEALTH AND SAFETY

- 11.01 The Employer and the Union recognize the right of Employees to work in a healthy and safe environment. Both Parties acknowledge their duties and responsibilities under the *Occupational Health and Safety Act (OHSA)* and its regulations.

11.02 McMaster University's Workplace & Environmental Health and Safety Policy currently reads: McMaster University is committed to providing and maintaining healthy, physically and psychologically safe working and learning environments for all workers, students, volunteers and visitors. This is achieved by observing best practices which meet or exceed the standards to comply with legislative requirements as contained in the *Ontario Occupational Health and Safety Act (OHSA)*, *Environmental Protection Act*, *Nuclear Safety and Control Act* and other statutes, their regulations, and the policies, programs and procedures established by the University. To support this commitment both McMaster University and its workers, as defined by *OHSA*, are responsible jointly to implement and maintain an Internal Responsibility System directed at promoting health and safety, preventing incidents involving occupational injuries and illnesses or adverse effects upon the natural environment. To this end:

- (a) The Employer and Supervisors shall take every precaution reasonable in the circumstances for the protection of workers, including, but not limited to:
 - i. Inform Employees of health and safety procedures specific to the workplace.
 - ii. Require Employees to follow these procedures.
 - iii. Ensure Employees use required protective gear.
 - iv. Advise Employees of known hazards related to their duties within the workplace.
- (b) Occupational Health and Safety training for Employees will be determined by the Employer or as required under the *OHSA*. Any changes made to Occupational Health and Safety training requirements will be communicated through the Central Joint Health & Safety Committee. Time spent in such training will be accounted for in accordance with Schedule "A" (Wage Grid).
- (c) While the Employer is ultimately responsible for health and safety, Employees will exercise due diligence to ensure students or others under their care are informed of any known hazards and the requirement to follow safety procedures, including using protective gear.
- (d) Employees must comply with Employer policies and procedures regarding health and safety and perform their work in accordance with Section 28 of the *OHSA*, "Duties of Workers."
- (e) Employees have the right to refuse unsafe work in accordance with the *OHSA*.

11.03 **Central Joint Health and Safety Committee (CJHSC)**

- (a) The Employer shall maintain a Central Joint Health and Safety Committee (CJHSC) to address health and safety matters. The terms of reference of the CJHSC will be determined by consensus of the Committee.

- (b) CUPE Local 3906 may appoint two (2) worker members to the CJHSC, provided that they each hold an active appointment that is represented by CUPE Local 3906 and that one (1) such appointment is included in Unit 3.
- (c) The CJHSC shall:
 - i. Make recommendations to improve health and safety of workers, which the Employer shall consider.
 - ii. Address workplace health and safety matters raised by committee members or referred by a Joint Health and Safety Committee (JHSC) or health and safety representative.
 - iii. Recommend programs to prevent workplace hazards and educate Employees on health and safety.
 - iv. Identify a designated worker representative from the local JHSC to participate in investigations and inspections as outlined in the University's Reporting & Investigating Injury/Incident/Occupational Disease Program and in accordance with the *OHSA*.
 - v. Recommend the provision of personal protective equipment, clothing, devices, or materials.
 - vi. Cooperate with Ministry of Labour, Immigration, Training and Skills Development inspectors.
 - vii. Monitor data on work accidents, injuries, and health hazards.
 - viii. Recommend considerations relating to changes that might affect occupational health and safety, including work processes and procedures.
- (d) The CJHSC may request information from the Employer it considers necessary to identify existing or potential workplace hazards with respect to materials, processes, equipment, or activities in any of the Employer's workplaces.
- (e) The CJHSC shall have access to information related to workplace health and safety, including reports on workplace hazards in accordance with obligations under the *OHSA*.
- (f) The CJHSC shall meet at least every three (3) months during regular business hours unless otherwise set out in the terms of reference or decided by consensus of the committee. Additional meetings may be held as required.
- (g) The CJHSC shall have at least the same number of worker members as management members at the meetings.
- (h) In the event that a CUPE 3906 member of the CJHSC is not able to attend a CJHSC meeting, the Union may substitute the HCS JHSC representative as a Designate, with advance notice to the Executive Director, Health, Safety, Well-being & Labour Relations.

- (i) The CJHSC Co-Chairs may, on joint agreement, invite or permit advisors to attend the CJHSC meetings with voice but no vote, as determined by the meeting agenda.
- (j) The Employer shall ensure minutes are recorded at all CJHSC meetings and access to them is provided to all CJHSC members.

11.04 Local Joint Health and Safety Committee (JHSC)

- (a) The Employer shall maintain a local Joint Health and Safety Committee (JHSC) for Housing and Conference Services (the HCS JHSC).
- (b) The HCS JHSC shall be constituted in accordance with the CJHSC. The number and scope of all JHSC committees shall be reviewed annually by the CJHSC and listed on the Human Resources website, with updates made as necessary.
- (c) The HCS JHSC shall meet every three (3) months during regular business hours unless otherwise decided by consensus. Additional meetings may be held as required.
- (d) The Employer shall ensure minutes are recorded at all JHSC meetings and access to them is provided to the committee members and the CJHSC.
- (e) Any unresolved items after two (2) JHSC meetings or six (6) months, whichever is shorter, shall be referred to the CJHSC for final review and recommendation.

11.05 Local Joint Health and Safety Committee Representation

- (a) Subject to the *OHS*A, CUPE Local 3906 may appoint one (1) worker member from the Bargaining Unit to the HCS JHSC. Employees shall exercise their rights under the *OHS*A through this committee.
- (b) The introduction and placement of the selected worker representative onto the HCS JHSC will be facilitated by Human Resources. The Union will notify the Executive Director, Health, Safety, Well-being & Labour Relations in writing of the CUPE representative.
- (c) Employees who are worker representatives on the HCS JHSC or the CJHSC must request leave from their Supervisor to carry out those duties as set out in the *OHS*A, including one (1) hour of preparation time or time as determined by the committee, attendance at the committee meetings, scheduled inspections, and required certification training (Part I and Part II). An Employee will not experience a loss of pay or benefits for fulfilling such required duties.

If such duties are scheduled to occur during an Employee's non-working hours, the Employee will be deemed to be at work and will be compensated at their appropriate hourly rate for time spent by the Employee carrying out their worker representative

duties. The Employee will be required to complete a payroll process to establish and submit the time.

11.06 Reporting Hazards

- (a) Employees must report workplace hazards to their immediate Supervisor or their Designate, as per the *OHSA*.
- (b) Employees must complete an online "Injury/Incident Report" form with their Supervisor within twenty-four (24) hours of a workplace injury/incident. A summary of all such forms will be reported to the Central JHSC.
- (c) The Employer shall notify CUPE of the submission of any injury/incident reports in which an Employee identifies their Employee group as CUPE.

11.07 Education and Training

- (a) If an Employee is appointed as a certified member of a JHSC, the Employer will pay for the cost of certification training as required by the *OHSA* and will provide access to such training as soon as possible, subject to the operational needs and reasonable scheduling requirements of the Employer.
- (b) No Employee shall be required or permitted to work on any job or operate any piece of equipment as part of their work duties until they have received proper education, training, and instruction.
- (c) The Employer will ensure that all Employees are provided training in accordance with requirements outlined in the University's Health and Safety Training Program, and training matrices based on a program reviewed by the CJHSC.

11.08 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 Hazardous Materials Management Program.
- (c) The Employer will identify potential hazards and necessary protective measures for each job. The Employer will provide Job Hazard Analysis information to each Employee at the time of appointment.

11.09 Ergonomics

Training and administration of ergonomic concerns will be in accordance with McMaster University's Ergonomics Safety Program.

11.10 Safety Equipment

Employees will not be required to purchase their own protective equipment and clothing. The Employer will provide and maintain protective equipment and clothing as required by the *OHSA* and cover the cost of required cleaning.

11.11 First Aid Equipment and Response

- (a) The Employer shall provide appropriately stocked and easily accessible First Aid kits in the workplace.
- (b) The Employer will ensure the availability of First Aid/CPR trained personnel in the workplace, as required by Regulation 1101 of the *Workplace Safety and Insurance Act*.
- (c) The Employer will 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.

11.12 Immunizations

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

11.13 Accident and Incident Investigations

An accident, injury, critical injury, or hazardous situation will be investigated in accordance with the Reporting & Investigating Injury/Incident/Occupational Disease Program.

11.14 Right to Accompany Ministry of Labour, Immigration, Training and Skills Development Inspectors

- (a) The Employer shall notify the Central Joint Health & Safety Committee Co-Chairs as soon as practicable when an Inspector from the Ministry of Labour, Immigration, Training and Skills Development (MOL) is to visit the Employer's premises on a matter relating to health and safety.

- (b) An appropriate worker representative of the CJHSC or a local JHSC will be invited to accompany an MOL Inspector on an inspection tour. If the incident is related to a CUPE Local 3906 member, the CUPE Local 3906 Health & Safety Officer, or Designate, will be invited and may request to speak with the Inspector privately.

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

ARTICLE 12 – NO STRIKE OR LOCKOUT

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

12.02 In the event that any person represented by a trade union and employed by the Employer, other than those represented by the Union, engages in a lawful strike or is lawfully locked out, members of CUPE 3906, Unit 4 will not be required to perform work normally performed by such person. The Employer will ensure that all Supervisors are informed that members of the Bargaining Unit should not be requested to do such work.

ARTICLE 13 – GRIEVANCE PROCEDURE

13.01 Overview

- (a) It is the mutual desire of the Parties that complaints by Employees be raised as soon as the Employee becomes aware or ought to have reasonably become aware of the issue. It is understood that an Employee will normally, in good faith, first give their immediate Supervisor an opportunity to address the complaint.
- (b) 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 their rights under Article 13 Grievance Procedure or any other right provided for in this Collective Agreement.
- (c) The Parties recognize the importance of confidentiality and 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.
- (d) All agreements reached under the Grievance Procedure between the representatives of the Parties will be final and binding upon the Parties and the Employees.

13.02 Grievance Process

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

13.03 Step 1:

- (a) Within fifteen (15) Business Days of the issue giving rise to the Grievance, the Union on behalf of the Employee (the "Grievor") may submit a written grievance signed by the Grievor and their Steward or Union Representative to the Director, Housing and Conference Services and the Associate Director, Employee/Labour Relations & Dispute Resolution.
- (b) The Director, Housing and Conference Services, or their Designate, may hold a meeting with Grievor(s), the Steward or Union Representative who signed the grievance, and a Human Resources Representative, and shall give their decision in writing within fifteen (15) Business Days from the date the grievance was filed.
- (c) Failing resolution at this Step, the Union may refer the grievance to Step 2.

13.04 Step 2:

- (a) Within fifteen (15) Business Days following the date a decision was due under Step 1, the Union may advance the written grievance to the Vice-President, Operations and Finance and the Executive Director, Health, Safety, Well-being & Labour Relations.
- (b) The Vice-President, Operations & Finance, or their Designate, shall hold a meeting with Grievor(s), the Steward or Union Representative who signed the grievance, and a Human Resources Representative, and shall give their decision in writing within fifteen (15) Business Days from the date the grievance was advanced to Step 2.
- (c) Failing a satisfactory resolution at this Step, the grievance may be referred to arbitration. The referral to arbitration must be made within fifteen (15) Business Days after the date on which the Step 2 response was due.
- (d) By mutual agreement following referral to Step 3 below, the parties may engage in mediation prior to arbitration.

13.05 Step 3 – Arbitration

- (a) 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.

- (b) 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 Executive Director, Health, Safety, Well-being & Labour Relations. In the case of a referral by the Employer, the referral will be sent to the President of the Local.
- (c) Within ten (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 that grievance that is the subject matter of the referral, unless otherwise mutually agreed to in writing.
- (d) The Arbitrator shall be governed by the following provisions:
 - i. they shall hear and determine the grievance and shall issue a decision which shall be final and binding on the Parties and Employees;
 - ii. they shall not have jurisdiction to amend, alter, modify or add to any provisions of this Agreement, or to 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;
 - iii. the Parties hereto will share equally the fees and expenses of the Arbitrator;
 - iv. if they consider it necessary to do so, the Arbitrator shall have the authority to take a view of the Employer's premises insofar as they determine that such a view may be relevant to their decision; and,
 - v. they shall, in the first instance, have the jurisdiction to determine whether the grievance is arbitrable.

13.06 Policy Grievance

- (a) 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 and will copy the Associate Director, Employee/Labour Relations & Dispute Resolution.
- (b) The grievance must be signed by the Executive Director, Employee Health, Safety, Well-Being and Labour Relations or the Union President respectively, or their Designates.
- (c) 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, thereby passing Step 1.
- (d) Any grievance by the Employer or the Union as provided for in this paragraph shall be commenced within twenty (20) Business Days after the circumstances giving rise to the

grievance have occurred or within twenty (20) Business Days of the time the grieving party reasonably ought to have known of the circumstances.

13.07 Group Grievance

- (a) A grievance resulting from a complaint of several Employees, or several individual grievances regarding the same circumstances, may be consolidated and submitted at Step 1 of the Grievance Procedure, within twenty (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.
- (b) The Parties agree to follow the same process for a group grievance as described above in Article 13.03 (Step 1).

13.08 General

- (a) A claim by a non-probationary Employee that they have 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 twenty (20) Business Days after the discipline or discharge takes effect.
- (b) The time limits fixed in both the Grievance and Arbitration Procedures may be extended only by written consent of both Parties to this Collective Agreement. Similarly, any step of the Grievance Procedure may be waived by written consent of the responding party.
- (c) In exceptional circumstances the Union may direct to the attention of the Executive Director, Health, Safety, Well-being & Labour Relations, or Designate, a request that a grievance that would otherwise be submitted at Step 1 be expedited.

Such a request will include the grievance and the reasons for the Union's request that the grievance be expedited. Should the Executive Director, Health, Safety, Well-being & Labour Relations, or Designate, agree to expedite the grievance as requested they will provide the Union with the name of the Employer representative who will hear the grievance, and the timelines will be those of Step 2 of the Grievance Procedure.

If such a request is denied, the Union will be notified within five (5) Business Days, and the grievance will be heard at the appropriate Step of the formal Grievance Procedure as though it had been received on the date that the Union's original request to expedite the matter was received.

ARTICLE 14 – WORKPLACE INVESTIGATIONS, COUNSELLING, DISCIPLINE AND DIS-CHARGE

14.01 Workplace Investigations

- (a) The Employer and the Union acknowledge that 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.
- (b) Subject to the express provisions of any applicable University policy, a Union Representative may be present in the role of Advisor in any meeting in which an Employee is subject to a workplace investigation.

14.02 Immediate Administrative Leave Pending Investigation

- (a) In cases where it is necessary to remove an Employee from the workplace and relieve them of their duties pending further investigation, an Employee may be immediately placed on Administrative Leave without loss of pay (or benefits) and Articles 14.03 and 14.04 shall not then apply with respect to the Leave. The Employer shall notify the Union of an Administrative Leave and the general nature of the concerns as soon as reasonably practicable.
- (b) The Employer will inform the Employee being placed on Administrative Leave of their Union Representative's contact information.
- (c) If, following the investigation, the Employer intends to discipline the Employee, the disciplinary process set out in Articles 14.03 and 14.04 shall then apply.

14.03 Pre-Disciplinary Process

- (a) Prior to disciplining an Employee, the Employer will have a pre-disciplinary meeting with the Employee and a Union Representative.
- (b) Prior to this meeting, the Employer will advise the Employee of the general reason for the meeting and at this meeting will provide the Employee with the details and an opportunity to respond.
- (c) Within ten (10) Business Days of this meeting or within ten (10) 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.

14.04 Disciplinary Decision

- (a) Normally, a disciplinary decision will be communicated orally and in writing at a meeting with the Employee and a Union Representative. The Union will be copied on the written disciplinary decision.
- (b) Disciplinary action and discharge will be issued only in cases where there is just cause.
- (c) 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 coaching. Progressive discipline will typically involve:
 - i. a verbal warning first,
 - ii. followed by a written warning,
 - iii. followed by suspension prior to discharge.
- (d) Subject to the Union's right to grieve the Employer's decision to do so, the Employer may skip one (1) 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.
- (e) The Employer will remove warnings or suspensions on an Employee's record after a period of twelve (12) months, unless the Employee has been issued subsequent discipline during that period of time.
- (f) If any disciplinary action is rescinded, the discipline will be removed from the Employee's record.
- (g) The Parties recognize the importance of confidentiality and agree that an Employee's disciplinary record will be discussed, disseminated or otherwise shared by each of them on a need to know basis.

ARTICLE 15 – JOB POSTINGS AND APPOINTMENTS

15.01 Employment Equity

- (a) The Parties affirm that Employment Equity is a key part of progress towards inclusivity in the employment relationship and that the hiring process shall reflect this affirmation.
- (b) The Employer and the Union are committed to addressing employment equity issues in keeping with the University's Employment Equity Policy and recognize the need to discuss issues of mutual concern, in an attempt to find a resolution.

15.02 Overview

- (a) The number and nature of positions required will be determined by the University.
- (b) The University is not obligated to fill a vacancy that may arise. If the University chooses to fill a vacancy, it may select a candidate from applications previously received.

15.03 Job Posting Process

- (a) All vacancies, when posted, will be posted electronically on the McMaster HR Careers website for no less than:
 - i. in the case of vacancies that are posted requiring a future start date, ten (10) Business Days; and
 - ii. in the case of vacancies that are posted requiring an imminent start date, two (2) Business Days. The Union will be notified of such vacancies when posted.
- (b) Postings will include the following information:
 - i. the job title;
 - ii. a brief description of the tasks;
 - iii. the requirements;
 - iv. an approximate number of working hours per week;
 - v. the expected compensation;
 - vi. the posting date and the posting expiration date; and
 - vii. the anticipated start and end dates of the contract.

15.04 Eligibility for Employment

- (a) Recognizing the special nature of the roles in the residence community, the Parties acknowledge that eligibility for employment is subject to meeting and maintaining the following requirements:
 - i. be enrolled as a Full-Time Student at McMaster University (if during a term an Employee reduces their courseload to part-time status, they can remain in their position as long as they return to full-time status the following term);
 - ii. have completed all mandatory documents and certifications; and
 - iii. have completed a satisfactory criminal background check, to be assessed by the Employer in accordance with the *Ontario Human Rights Code*.
- (b) For Live-In Positions:
 - i. For Community Advisors, have an academic performance (CGPA) of no less than 5; and
 - ii. have applied to obtain housing in residence, have been approved for housing, and live in residence as assigned.

- (c) Continued employment is conditional upon the Employee maintaining all eligibility requirements as outlined. If the Employee no longer meets these requirements, this may result in the termination of employment. In such circumstances, the Employee will receive only the minimum notice of termination, termination pay, and/or severance pay (if applicable) and other entitlements minimally required as required under the *Ontario Employment Standards Act, 2000*, as amended, unless the Employee would not be entitled to receive any such notice, payments or entitlements.

15.05 Application Process

- (a) Applicants are required to submit their application as instructed on the job posting.
- (b) Each year, Employees must apply if they wish to be considered for re-hire to a position.

15.06 Selection Process

- (a) The Employer will base its selection of the successful applicant to fill a posted vacancy on the applicants' eligibility for employment and overall qualifications, skills, lived experience, ability and relevant experience for the position.
- (b) Employees who apply for re-hire will be considered before new applicants.
 - i. In order to be considered for re-hire, Employees must continue to meet the eligibility criteria outlined in Article 15.04 [Eligibility for Employment].
 - ii. An Employee who applies for re-hire and who has received a positive recommendation from their Supervisor based on work performance will not be required to engage in an interview as part of the selection process.
- (c) If the selection is to be made from two or more applicants who are eligible for employment and who are considered by the Employer to be relatively equal as it relates to the selection criteria, the Employee with the greater seniority shall be selected.

15.07 Offer and Acceptance Process

- (a) The Employer will provide an employment contract to successful applicants before the beginning of the appointment.
- (b) The Employer will include the following in each Employee's employment contract:
 - i. The fact that the appointment is included in the Bargaining Unit
 - ii. A link to the Union's contact information
 - iii. A link to the Collective Agreement
 - iv. A link to the location of CUPE Local 3906 bulletin boards in their area of employment

- (c) To accept the offer of employment, the successful applicant must sign and return the employment contract within the following timeline:
 - i. in the case of offers made requiring a future start date, five (5) Business Days; and
 - ii. in the case of offers made with an imminent start date, two (2) Business Days.
- (d) All Employees, including those who are re-hired, will complete mandatory training each year.
- (e) For Community Advisors, the Employer will specify the employment building location no less than thirty (30) days prior to the Employee's standard move-in date. Work location is subject to change based on operational needs. The Employer will make reasonable efforts to avoid assigning Community Advisors to reside with a first year undergraduate student. For Community Advisors with an imminent start date, the Employer will specify the employment building location prior to the first day of work.

ARTICLE 16 – PROBATIONARY PERIOD

- 16.01 The probationary period is intended to be a period of time for the Supervisor to adequately evaluate the Employee's skills, qualifications, performance, and suitability for the appointment.
- 16.02 Employees who have successfully completed a probationary period and who have been re-hired will not serve another probationary period.
- 16.03 An Employee will be on probation for the first three (3) months of active employment. Periods of inactivity, including but not limited to summer breaks or unpaid leave, will not count toward the probationary period. Only active working months, including training, will be considered in the calculation of the probation period.
- 16.04 Notwithstanding any other provision in this Collective Agreement, the Employer may discharge a Bargaining Unit Employee during the probationary period in its sole discretion provided only that such discretion shall not be exercised in a bad faith, discriminatory, or arbitrary manner.
- 16.05 A claim by a probationary Bargaining Unit Employee that their discharge was in bad faith, discriminatory, or arbitrary shall be treated as a grievance if the matter is submitted in accordance with Step 2 of the Grievance Procedure within five (5) Business Days from the date the discharge was communicated by the Employer.
- 16.06 If an Arbitrator does not find that the discharge was made in a bad faith, discriminatory, or arbitrary manner, the grievance shall be dismissed by the Arbitrator.

ARTICLE 17 – HOURS OF WORK

17.01 Hours of Work for Live-In Positions

- (a) Live-In Positions are required to maintain residence in their assigned building, except during approved time off (e.g., approved vacation, academic breaks, or as otherwise authorized by the Employer).
- (b) As Live-in Positions involve being responsive to community needs, the parties recognize the inherent scheduling flexibility required in fulfilling employee duties, and the general autonomy Employees have to schedule their hours accordingly beyond hours that are specifically assigned.

17.02 Hours of Work for Community Advisors

- (a) Maximum Hours of Work
 - i. Although it is acknowledged that there will be some variation week to week, a Community Advisor's hours of work shall normally average 15 hours per week in a four (4) week period and shall not exceed a total maximum of 555 per appointment, without prior assignment and approval from their Supervisor based on operational needs.
 - ii. The maximum hours of work in (a), above, is for all Community Advisor duties, inclusive of community support, training hours, meetings, Coverage shifts, duties related to Move In, Fall Preview, and all other assigned duties, except for additional work assignments during the Residence Holiday Closure Period (addressed in Article 17.03(b), below).
 - iii. This maximum hours of work in (a), above, also includes up to 10 hours that may be worked on Public Holidays, as follows:
 - 1. The Employer will schedule work during Public Holidays as may be needed. An Employee must have approval in writing from their Supervisor prior to working on a Public Holiday.
 - 2. Notwithstanding (1), Community Advisors may respond to urgent student needs on a Public Holiday outside of assigned hours; such work is considered exceptional and must be reported to their Supervisor.
 - iv. In exceptional circumstances, if a Community Advisor works more than 10 hours on Public Holidays during their appointment, excluding the Residence Holiday Closure Period, they shall coordinate with their Supervisor to arrange for Compensatory Time Off in accordance with the *Employment Standards Act*.
- (b) The Employer will make reasonable efforts to schedule Community Advisor assignments equitably (for example, Coverage assignment, Fall Preview, work on Weekdays, Weekends, Peak days, and Public Holidays).

- (c) An employee shall not be required to work both the Fall and Winter Mid-Term Recesses but may be required to work one of the two weeks.
- (d) Assigned Coverage
 - i. As part of their regular duties and responsibilities, Community Advisors will be scheduled assignments for Coverage by their Supervisor. For each Coverage assignment, the Employee must complete assigned tasks and be available and able to respond immediately in the workplace between the hours of 9:00pm and 8:00am, should the need arise.
 - ii. A Coverage assignment is considered to be four (4) hours of work. In exceptional circumstances, where active duty was required for more than four (4) hours on a Coverage shift, the Employee will provide the rationale to their Supervisor and will request an exception.
 - iii. Where an exception is granted, an Employee's work assignments will be adjusted accordingly to compensate for the additional hours worked.

17.03 Additional Assignments for Community Advisors

- (a) Senior Community Advisor Assignment
 - i. The Employer may assign a Community Advisor duties as a Senior Community Advisor, in accordance with the job posting and selection provisions in Article 15 (Job Postings and Appointments).
 - ii. A Community Advisor who is assigned as a Senior Community Advisor shall normally work an average of eight (8) hours of work per week over a four (4)-week period in addition to the regular Community Advisor hours. Their hours of work shall not exceed an additional maximum of 296 hours per assignment to fulfill such duties, without prior assignment and approval from their Supervisor based on operational needs.
- (b) Residence Holiday Closure Period Assignment
 - i. The Employer will schedule work during the Residence Holiday Closure Period, as needed.
 - ii. When such work is needed, the Employer will ask for an expression of interest from those who wish to work and will assign work to meet operational needs based on seniority.
 - iii. In instances where there is insufficient expression of interest, work will be assigned, in order of reverse seniority.
 - iv. Unless an Employee has been assigned to work during the Residence Holiday Closure Period, they are not permitted to be in residence.
 - v. A Community Advisor who is assigned to work during the Residence Holiday Closure Period shall not exceed an additional maximum of 32 hours of work to fulfill such duties, without prior assignment and approval from their Supervisor based on operational needs.

- vi. This maximum hours of work in (v), above, includes up to 8 hours that may be worked over no more than two (2) Public Holidays, as follows:
 - 1. The Employer will schedule work during Public Holidays as may be needed. An Employee must have approval in writing from their Supervisor prior to working on a Public Holiday.
 - 2. Notwithstanding (1), Community Advisors may respond to urgent student needs on a Public Holiday outside of assigned hours; such work is considered exceptional and must be reported to their Supervisor.
 - 3. In exceptional circumstances, if a Community Advisor works more than 8 hours on Public Holidays during the Residence Holiday Closure Period, they shall coordinate with their Supervisor to arrange for Compensatory Time Off in accordance with the *Employment Standards Act*. Where needed, this Compensatory Time Off may be taken during the subsequent Winter Term.

17.04 Hours of Work for Positions other than Community Advisors

- (a) The standard work week shall be as communicated to the Employee upon their appointment and determined in accordance with operational needs.
- (b) Guest Registration Assistants (GRAs) Hours after 1:00am:
 - i. If a Guest Registration Assistant has a reasonable safety concern related to traveling home at the end of a shift, they may request not to be assigned to work beyond 1:00 am.
 - ii. GRAs will be provided with a safe space in or near to their work location to wait for transportation.

17.05 General

- (a) The University establishes the work schedules, the hours of operation, the nature of activities, and the staff required, according to the operational needs.
- (b) The provisions of this Article are intended to provide a basis for calculating compensation for time worked and shall not be construed as providing any guarantee as to the hours of work per day or per week, unless expressly stated.
- (c) Employees shall, by the 15th of each month, provide their Supervisor with any limitations to their availability to work due to mandatory academic requirements for the following month. If such availability is not provided on or before that date, the Employee's availability shall be considered to be unchanged.
- (d) Official working schedules will be provided monthly with at least 1 week of notice prior to the start of the new schedule.
- (e) An Employee will not normally be scheduled to work more than eight (8) hours in a day or forty (40) hours in a week, except during Move-In periods, and Welcome Week.

- (f) No Employee will work more than 5 consecutive hours without a 30-minute unpaid meal period. For an 8-hour shift, a 60-minute unpaid meal period will be provided.
- (g) The University provides Employees with two (2) 15-minute paid break periods in an 8-hour shift, as scheduled by their Supervisor.
- (h) Employees may coordinate schedule trades through the Employer's scheduling system no later than two (2) business days prior to the start of work.
- (i) There will be no mandatory work, including training, assigned off campus that requires overnight accommodations.

17.06 Overtime (Not applicable to Community Advisor roles)

- (a) The Parties recognize that the University's operations may require the performance of Overtime.
- (b) Overtime is defined as any time worked over forty-four (44) hours in a work week.
- (c) When an Employee works Overtime, they will be compensated at an amount equal to 1.5 times their hourly rate for each hour worked, as follows:
 - i. in pay; or
 - ii. Compensating Time Off at the equivalent rate, as agreed between the Supervisor and Employee before the overtime is worked.
- (d) To the extent feasible, overtime will be on a voluntary basis.
- (e) Should sufficient Employees not be available to meet the operational requirements on a voluntary basis, then Employees will be assigned to work the overtime, in order of reverse seniority.

ARTICLE 18 – PERFORMANCE EVALUATIONS

18.01 The assessment of Employee performance is the subject of regular discussions between the Employee and their immediate Supervisor.

Performance Evaluations – Live in Positions

18.02 During an Employee's assignment, a performance evaluation is completed by their immediate Supervisor and an electronic copy is provided to the Employee.

18.03 The Employee will have an opportunity to discuss the results with their Supervisor before the evaluation is finalized.

- 18.04 While their feedback may be considered by the Supervisor, Bargaining Unit Members shall not be required or permitted to complete performance evaluations for other Bargaining Unit Members.

ARTICLE 19 – RESOURCES

19.01 Reimbursement of Business Expenses

- (a) Employees will be reimbursed for expenses incurred as a result of the performance of their duties, when such expenses are approved in advance by their immediate Supervisor.
 - (b) Notwithstanding Article 19.01(a), Community Advisors are pre-approved to purchase up to \$50.00 worth of materials in August, for the purpose of supporting community preparation.
 - (c) Reimbursement for any business expense will be determined and administered in accordance with the University's Reimbursements to Individuals for University Business Policy, which may be amended from time to time.
- 19.02 It is agreed that an Employee shall not be required to distribute their personal social media, off campus home address, or personal telephone number to residents.
- 19.03 Employees are entitled to register for developmental training sessions offered through Human Resources, such as The Working Mind, at no cost to the Employee. If an Employee chooses to attend such training, it will be during non-working hours. If an Employee does not attend a session they registered for, they will be accountable for any cancellation fee.

ARTICLE 20 – UNIFORM

- 20.01 Each Employee will be provided the following uniform items at no cost to them:

- (a) One (1) ID tag;
- (b) Community Advisors shall be issued one (1) coverage vest to be worn during coverage shifts, which are required to be returned at the conclusion of their appointment;
- (c) GRAs shall be issued two (2) guest registration shirts.

ARTICLE 21 – SENIORITY

- 21.01 Seniority is defined by the first day of work, including training, within the Bargaining Unit.
- 21.02 In the event a decision is to be made based on seniority in accordance with this Collective Agreement, if two or more Employees have the same seniority, the Employee with the earlier birthdate will be deemed the most senior.

21.03 The University shall maintain a seniority list showing the date of the first day of work and birthdate for each Employee. An updated seniority list, inclusive of birthdate, shall be sent to the Union in October and June of each year.

21.04 An Employee will lose their seniority when the Employee:

- i. resigns;
- ii. is dismissed and such dismissal is not reversed through the Grievance Procedure; or
- iii. the Employee is not employed in the Bargaining Unit for a period of more than six (6) months.

21.05 An Employee retains their seniority while on approved leave due to illness or injury, and during an approved leave under the *Employment Standards Act* or this Collective Agreement.

ARTICLE 22 – EMPLOYEE INFORMATION

22.01 The Employer and the Union agree that the Employer shall maintain confidential employee records. The Employee will update their record through the Employee Self-Service module if there is any change in personal data, such as name, gender self-identification, marital status, address or telephone number.

22.02 Employees shall have the right to request information related to their employment record. Upon request and within ten (10) Business Days following the request, Employees will be provided with a digital copy of any requested documents that are available from their record. The Employer will consider requests from Employees to remove or correct documents from their record.

22.03 Upon receipt of a written request from the Employee or the Union, Human Resources Services will confirm that records of all warnings and suspensions have been removed from their record and administered in accordance with Article 14.04(e) [Disciplinary Decision].

22.04 Subject to legal and/or statutory requirements, when Human Resources Services receives requests from an external agency or another potential employer for personal or employment-related information regarding an Employee, it will confirm employment only. Additional information shall only be divulged with the written authorization of the Employee.

22.05 Employee Health / Return-to-Work Records

Any personal health information that may be collected in the disability management or accommodation processes will be kept separate from all other personnel records and protected in accordance with the *Personal Health Information Protection Act, 2004*. Access will be limited to the Employee and authorized persons within HR who have a legitimate reason to access such files, it being understood that such persons may be required to supply information from those files to the following to facilitate the disability management, return to work, WSIB, and accommodation processes:

- i. the Employee's Supervisor to facilitate return to work, and where relevant, accommodation, excluding information disclosing diagnosis, the designation of a medical specialist or the treatment type;
- ii. the Workplace Safety and Insurance Board (WSIB).

Access will only be provided on a need to know basis in accordance with the *Personal Health Information Protection Act, 2004*, or with express consent of the Employee or their Power of Attorney.

ARTICLE 23 – COMPENSATION

23.01 Equal Pay

The Employer agrees to comply with its obligations in accordance with the equal pay for equal work provisions of the *Employment Standards Act, 2000, S.O. 2000, c.41*.

23.02 Wages

The job classifications and wage rates are as set out in Schedule "A" (Wage Grid) and Schedule "B" (Community Advisor Stipends).

23.03 Method of Payment

- (a) The HRIS pay frequency is bi-weekly for all Employees.
- (b) The wage rates set out in Schedule "A" (Wage Grid) and Stipends set out in Schedule "B" (Community Advisor Stipends) attached hereto and forming part of this Collective Agreement shall be paid to members of the Bargaining Unit as applicable bi-weekly, directly into a Canadian bank account of the Employee's choice.
- (c) Roles that are paid an hourly wage rate are paid one week in arrears.
- (d) Roles that are paid a Stipend rather than an hourly wage rate are paid in equal installments on the University's first twenty (20) regular pay dates between August 1 and April 30, unless specified otherwise in Schedule "B" (Community Advisor Stipends).
- (e) At the time of each pay, Employees will be provided electronic access to an itemized statement of earnings and deductions.
- (f) Employees may be required to submit a record of their time worked, including training, for approval by their Supervisor.
- (g) Where, on an Employee's pay deposit, there is a shortage in a gross amount of up to \$50.00, or an overage in a gross amount of up to \$50.00, the Employer shall account for such shortage or overage on the next pay deposit. Any shortage above this amount shall

be accounted for in the interim pay period. Any overpayment in excess of \$50.00 will be communicated to the Employee to establish a mutually agreeable repayment plan.

ARTICLE 24 – LEAVES OF ABSENCE

24.01 Unpaid Planned Leave of Absence

An Unpaid Planned Leave of Absence may be granted for a variety of reasons for a period of up to one (1) month at the discretion and approval of the Employer. Requests will not be unreasonably denied.

24.02 Statutory Leave of Absence

Employees shall be entitled to job-protected leave in accordance with the *Employment Standards Act, 2000*, including any paid or unpaid provisions as required by law.

For any such leave, an Employee shall submit a Request for Leave of Absence form in advance of the leave, including supporting documentation as may be applicable, to request approval for such leave.

24.03 Sick Leave

- (a) Employees are eligible for leaves relating to personal illness, injury or medical emergency in accordance with the *Employment Standards Act*.
- (b) Employees requiring leave due to injury or illness shall report their absence to their Supervisor or Designate as soon as reasonably possible in advance of the start of their shift.
- (c) Employees shall not be required to provide documentation for the first three (3) absences in a calendar year due to illness or injury.

24.04 Bereavement

- (a) An Employee shall be entitled to a bereavement leave of up to seven (7) consecutive calendar days, excluding Paid Holidays, without loss of regular pay in the event of the death of a member of their family, as follows:
 - i. where the death is of the Employee's spouse, child, spouse's child, step-child, ward, sibling, parent, parent-in-law, step-parent, sibling-in-law, child's spouse, grandchild, grandparent, spouse's grandparent.
- (b) If bereavement leave is required in the event of the death of a person significant to the Employee and not specifically named in Article 24.04(a), or additional bereavement leave

is required in circumstances covered by Article 24.04(a), it may be granted up to a maximum of three (3) days unpaid, by arrangement with the Employee's Supervisor.

- (c) An Employee shall inform their Supervisor of their intention to take bereavement leave as soon as possible.
- (d) Should the Employee require accommodation related to family, religious and cultural practices, then alternate arrangements shall be considered, including arranging for the equivalent time without loss of pay as provided in Article 24.04(a), above, to be taken at a later date(s). Alternate arrangements shall not be unreasonably denied.

24.05 Pregnancy and Parental Leaves

- (a) All Employees are entitled to a pregnancy leave (which may involve a miscarriage or stillbirth) and/or parental leave (which includes leave for adoptive parents) in accordance with the *Employment Standards Act, 2000*, (the "ESA") and will only be eligible to receive the following benefits in respect of the period(s) of time in which they are on leave and would have otherwise been scheduled to work.
- (b) To be eligible to access the financial benefits set out in Article 24.05 (d) and (e) below, the Employee must have thirteen (13) weeks of completed service as an Employee at McMaster University prior to the commencement of their pregnancy or parental leave.
- (c) It is understood that Supplemental Unemployment Benefits (SUB) benefits under Article 24.05 (d) and (e), below, are calculated based on a standard, not extended, parental leave.
- (d) **Financial Benefits - Pregnancy Leave**

An Employee who takes a pregnancy leave pursuant to this Article 24.05 is entitled to the financial benefits set out as follows:

- i. For each week of leave up to the seventeenth (17th) week, inclusive, the Employer will pay 90% of the wages the Employee otherwise would have received, less the maximum amount of weekly pay any individual is eligible to receive in accordance with the *Employment Insurance Act* (the "EI Max"), regardless of whether or not such amount is actually received by the Employee. If the Employee provides proof that their *Employment Insurance Act* entitlement is less than the EI Max, or if the Employee is not eligible for EI, their weekly payment from the Employer will be 90% of the wages the Employee otherwise would have received, less the amount of their *Employment Insurance Act* entitlement.

(e) Financial Benefits - Parental Leave

An Employee who takes a parental leave pursuant to this Article 24.05 is entitled to the financial benefits set out below:

i. Option A:

For each week of leave up to the nineteenth (19th) week, inclusive, the Employer will pay 90% of the wages the Employee otherwise would have received, less the maximum amount of weekly pay any individual is eligible to receive in accordance with the *EIA* (the "EI Max"), regardless of whether or not such amount is actually received by the Employee. If the Employee provides proof that their *EIA* entitlement is less than the EI Max, their weekly payment from the Employer will be 90% of the wages the Employee otherwise would have received, less the amount of their *EIA* entitlement.

OR

ii. Option B:

For the first six (6) weeks of parental leave, the Employer will pay 100% of regular salary.

24.06 Unpaid Pregnancy and Parental Leave

It is understood that Employees who take both pregnancy leave and parental leave may take up to the maximum total leave in accordance with the *ESA* (currently seventy-eight (78) weeks) irrespective of the duration of financial benefits set out in Article 24.05 (d) and (e). Once the financial benefits have been exhausted, the balance of any leave shall be unpaid. An Employee returning from a pregnancy or parental leave shall maintain all entitlements they otherwise would have had if not for the leave, including seniority.

24.07 Domestic, Intimate Partner, and Sexual Violence Leave

The Employer recognizes that Employees facing intimate partner violence or sexual violence may need to leave for various reasons including: to seek medical attention, counselling, access victim services, to move, or to seek legal or law enforcement assistance.

- (a) Employees are eligible for such leave in accordance with the *Employment Standards Act, 2000*.
- (b) Employees are entitled to five (5) days leave, without loss of pay, in addition to any entitlements under the *Employment Standards Act, 2000*.

24.08 Community Advisor Stipends During Leave

(a) Unpaid Leaves

- i. To remain eligible for any Community Advisor Stipend during an unpaid leave, the Employee must obtain prior approval from their Supervisor and make reasonable arrangements to fulfill the remaining duties within the maximum hours of work for the appointment, subject to operational requirements.
- ii. If such arrangements cannot be reasonably made or are not approved, the applicable Stipend(s) shall be prorated based on the duties completed and hours worked.

(b) Paid Leaves

- i. For paid leaves, the Stipend shall continue as if the Employee were actively working.

- (c) During an approved leave, a Community Advisor shall continue to pay the Community Advisor Standardized Room Rate for their residence room.

ARTICLE 25 – PUBLIC HOLIDAYS AND PUBLIC HOLIDAY PAY

- 25.01 The Employer shall recognize public holidays as per the *Employment Standards Act, 2000, S.O. 2000, c. 41* (the “ESA”). As of the date of ratification, the ESA recognizes the following nine (9) public holidays:

New Year’s Day
Family Day
Good Friday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

25.02 Public Holiday Pay (Not applicable to Community Advisors)

If an Employee is not required to work on a public holiday, they will receive public holiday pay, if applicable, in accordance with the *Employment Standards Act*.

If an Employee is required to work on a public holiday, they will receive:

- (a) pay for the hours worked on that day at 1½ times their regular hourly rate; and
- (b) public holiday pay, if applicable, in accordance with the *Employment Standards Act*.

25.03 Work Assignments on Public Holidays (Not applicable to Community Advisors)

- (a) The Employer will schedule work during Public Holidays as needed. An Employee must have approval in writing from their Supervisor prior to working on a Public Holiday.
- (b) The Employer will ask for an expression of interest from those who wish to work and will assign work as needed to meet operational needs based on seniority.
- (c) In instances where there is insufficient expression of interest, work will be assigned on a rotational basis.

ARTICLE 26 – VACATION

- 26.01 All Employees shall be entitled to vacation time and vacation pay in accordance with the *Employment Standards Act, 2000*.
- 26.02 Except for Community Advisors, Employees shall receive vacation pay as a percentage of earnings paid with each pay.
- 26.03 Community Advisor Stipends are inclusive of statutory vacation pay.

ARTICLE 27 – COMMUNITY ADVISOR STANDARDIZED ROOM RATE

- 27.01 Community Advisors will pay a Community Advisor Standardized Room Rate fee for their residence room, which will be no greater than the single standard room rate in Residence Life.
- 27.02 The Community Advisor Standardized Room Rate is set for administrative purposes only and is equal to the Community Advisor Stipend Part A, set out in Schedule B.
- 27.03 The Community Advisor Standardized Room Rate includes the Employee's use of their residence room during the Residence Holiday Closure Period, only if they are assigned to work during that period.
- 27.04 The difference between the Community Advisor Standardized Room Rate and the actual fee for the room a Community Advisor is assigned is applied as a taxable benefit in accordance with Canada Revenue Agency regulations, equalized on the Employee's payroll installments set out in Article 23.03 (d) (Method of Payment).
- 27.05 To facilitate payment of this required fee, each Community Advisor authorizes the University to deduct the Community Advisor Standardized Room Rate from their Stipend in equal installments on the University's first twenty (20) regular pay dates between August 1 and April 30.

- 27.06 Community Advisors are not required to purchase a University Meal Plan.
- 27.07 All residence rooms assigned to Community Advisors will include a bar fridge that includes a freezer, with no additional cost to the Employee.
- 27.08 Included in their hours of work, Community Advisors shall complete and document an inspection of their residence room before they depart for the Holiday Closure Period. Community Advisors will be provided with instruction on how to complete the room inspection and will be provided with a simple tool to document its completion. Provided such inspections are completed and documented, room inspections shall not otherwise be conducted of Community Advisor residence rooms, except in cases of emergency or as required by law.
- 27.09 Except as specifically provided in this Article or otherwise in the Collective Agreement, all other housing arrangements remain governed by the Residence Agreement and Contract.

ARTICLE 28 – BENEFITS

28.01 Benefits Fund

- (a) For the purpose of CUPE administered and sponsored Benefit Plan(s), which may include reproductive health and gender affirmation care, the Employer will remit to CUPE Local 3906 the following amounts, payable on the dates noted:

May 1, 2027 \$10,000
May 1, 2028: \$20,000

- (b) The Union will provide an annual summary report to the Employer accounting for the expenditures of the Benefit Fund. Payment of these funds is contingent on the Employer's receipt of this report

28.02 Employee and Family Assistance Program

Employees are entitled to access McMaster University's Employee and Family Assistance Program (EFAP), which may change from time to time, on the same basis as other employees at McMaster, at no cost to the Employee.

ARTICLE 29 – LEGAL LIABILITY

- 29.01 In the event that an Employee is named for damages or other civil suit arising from their employment duties, the Employee may be covered by the University's liability insurance, subject to the determination of the University and/or the insurer. As it relates to criminal or quasi-criminal charges, the University, at its sole discretion, may cover the related costs/fines, including legal fees, as determined on a case-by-case basis.

ARTICLE 30 – TERM

- 30.01 This Collective Agreement shall be effective from the date the parties exchange notice of ratification and shall continue in effect up to and including August 31, 2029.
- 30.02 This Collective Agreement shall remain in effect from year to year thereafter unless either party gives to the other party a written notice of termination or a desire to amend this Collective Agreement. All provisions of this Agreement, unless specifically identified otherwise, shall be in effect from the date of ratification. All provisions of the previous agreement shall remain in effect until the date of ratification.
- 30.03 Notice that amendments are required or that either party desires to terminate this Collective Agreement may only be given within a period of not more than 120 days prior to the expiration date of this Collective Agreement or any anniversary of such expiration date.
- 30.04 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.

Schedule A – WAGE GRID

Classification Level	Job Title	Effective:		
		May 1, 2026	May 1, 2027	May 1, 2028
1	Guest Registration Assistant	\$18.28	\$18.83	\$19.39
2	Residence Orientation Assistant	\$20.26	\$20.87	\$21.50
	Graduate Community Leader			
	Community Advisor	Stipend per Schedule B	Stipend per Schedule B	Stipend per Schedule B
3	Project Assistant	\$22.33	\$23.00	\$23.69
	Residence Orientation Planner			

Schedule B – COMMUNITY ADVISOR STIPENDS

	Stipend Amounts Effective:		
	May 1, 2026	May 1, 2027	May 1, 2028
Community Advisor Stipend	Part A: \$8,096	Part A: \$8,339	Part A: \$8,590
	Part B: \$2,412	Part B: \$2,484	Part B: \$2,559
	Total: \$10,508	Total: \$10,823	Total: \$11,149
Additional Stipend for Senior Community Advisor assignment	\$6,473	\$6,667	\$6,867
Additional Stipend for Residence Holiday Closure Period assignment	\$787	\$811	\$835

1. Stipends are paid in equal installments on the University's first twenty (20) regular pay dates between August 1 and April 30, except for the Additional Stipend for Residence Holiday Closure Period assignments made in accordance with Article 17 (Hours of Work), which is paid on the University's second regular pay date in January following the assignment.
2. All Stipends are inclusive of 4% vacation pay and statutory holiday pay and are subject to statutory payroll deductions and remittances. In accordance with the *ESA*, should an employee have 5 or more years of service with the Employer, they will receive an additional 2% in Part B lieu of paid vacation.
3. The Total Community Advisor Stipend and the Additional Stipend for Senior Community Advisors provide compensation for all hours of work in accordance with Article 17 (Hours of Work) for the period of August 1 to April 30.
4. All Stipends are based on a total maximum number of hours of work, as follows:
 - a. **Community Advisor Stipend:** 555 hours between August 1 and April 30, in accordance with Article 17.02 (Hours of Work for Community Advisors), including up to 10 hours of work on Public Holiday(s). These total hours exclude any work assigned during the Residence Holiday Closure Period
 - b. **Senior Community Advisor Additional Stipend:** an additional 296 hours between August 1 and April 30, when assigned in accordance with Article 17.03(a) (Senior Community Advisor Assignment). These additional hours exclude any work assigned during the Residence Holiday Closure Period.
 - c. **Residence Holiday Closure Period Additional Stipend:** an additional 32 hours, when assigned in accordance with Article 17.03(b) (Residence Holiday Closure Period)

Assignment), including up to 8 hours of work on Public Holiday(s) within the Residence Holiday Closure Period.

5. If an Employee's employment ends prior to the end of their appointment for any reason (e.g., resignation, termination, or other early departure), the applicable Stipend(s) shall be pro-rated or discontinued based on the duties completed and hours worked.

LETTERS OF UNDERSTANDING

Letter of Understanding re: Coverage Shifts for Community Advisors

The Parties agree that for the purpose of coverage shifts, the following will apply:

1. **Weekday shifts** will be defined as shifts that begin on Sundays to Wednesdays
2. **Weekend shifts** will be defined as shifts that begin on Thursdays to Saturdays
3. **Peak days** are defined as shifts that occur on or around the following days: Halloween, St. Patrick's Day, Homecoming, Light up the Night, Move-In, and Welcome Week
4. Weekday Coverage Shifts normally require two (2) sweeps
5. Weekend Coverage Shifts normally require three (3) sweeps
6. Peak day Coverage Shifts normally require three (3) sweeps

Nothing in this Letter of Understanding is meant to restrict Article 4 (Management Rights) or the Employer's authority to assign more or less sweeps as it determines appropriate.

Letter of Understanding re: Employment Equity

The parties acknowledge that, as part of its Employment Equity Policy, McMaster University has an Employment Equity Statement, which currently reads as follows:

McMaster University is located on the traditional territories of the Haudenosaunee and Mississauga Nations and, within the lands protected by the Dish With One Spoon Wampum agreement. The diversity of our workforce is at the core of our innovation and creativity and strengthens our research and teaching excellence. In keeping with its Statement on Building an Inclusive Community with a Shared Purpose, McMaster University strives to embody the values of respect, collaboration and diversity, and has a deep commitment to employment equity, inclusion and belonging. The University seeks qualified candidates who share our commitment to equity, diversity, inclusion and belonging, who will contribute to the diversification of ideas and perspectives, and especially welcomes applications from First Nations, Métis and Inuit peoples, racialized persons, persons with disabilities, women, and persons who identify as 2SLGBTQIA+.

Job applicants requiring accommodation to participate in the hiring process should contact the Hiring Manager or designated individual specified on the job posting. Alternately, Job applicants may also contact:

- Human Resources Service Centre at 905-525-9140 ext. 222-HR (22247), or
- Faculty of Health Sciences Human Resources Office at ext. 22207
- School of Graduate Studies at ext. 23679

to communicate accommodation needs.

Applicant Diversity Survey Statement

As part of McMaster's commitment, all applicants are invited to complete a confidential Applicant Diversity Survey through the online application submission process. The survey questionnaire requests voluntary self-identification in relation to equity-deserving groups that have historically faced and continue to face barriers in employment. Please refer to the Applicant Diversity Survey - Statement of Collection for additional information.

Letter of Understanding re: Policies and Procedures

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

The Employer will advise the Union a minimum of ten (10) days prior to a policy change being presented to the University Senate or Board of Governors as applicable, which will affect the terms and conditions of employment of Bargaining Unit Members. The Employer will, if requested by the Union to do so, meet with the Union to discuss such change to the policy. The Employer shall consider the Union's comments in good faith.

Letter of Understanding re: Community Advisor Handbook

Within two (2) months following ratification of the Collective Agreement the Employer will review the CA Handbook. The Employer will notify the Union of any changes, prior to sharing with Employees.

Letter of Understanding re: Room Inspections, 10 Bay Open House and Move Out

1. The Parties recognize that Room Inspections are completed by non-bargaining unit persons and at times Bargaining Unit Members are assigned along with those persons to assist. If Room Inspections are assigned to be completed by Bargaining Unit Members, it will be to Guest Registration Assistants and Project Assistants, in accordance with Hours of Work provisions.
2. If work relating to 10 Bay Open House is assigned to Bargaining Unit Members, it will be to Graduate Community Leaders and Project Assistants, in accordance with Hours of Work provisions.
3. If work relating to Move Out is assigned to Bargaining Unit Members, it will be to Guest Registration Assistants and Project Assistants, in accordance with Hours of Work provisions.

Letter of Understanding re: One-Time Lump Sum Payment

With the exception of Community Advisors and Senior Community Advisors, all Employees in the bargaining unit who are actively employed as of February 13, 2026, and who remain actively

employed as of April 11, 2026, will receive a one-time lump sum payment in the amount of \$250.00, less applicable payroll and statutory deductions. Any such Employee whose employment ends after February 13, 2026, and before April 11, 2026, will receive one-half (1/2) the amount.

This payment will be made to the Employee's bank account on file on the University's regular payroll deposit date of April 17, 2026.

This letter is in effect for transition purposes only and will expire May 15, 2026.

Letter of Understanding re: Transition of Compensation Structure for Community Advisors

Notwithstanding Article 27 (Community Advisor Standardized Room Rate), Article 23.03 (Method of Payment), and Schedule B (Community Advisor Stipends), the parties agree that, to enable transition from the current compensation structure to the new structure, the following will apply to the Community Advisor role:

The current compensation structure will remain in place until April 30, 2026. For clarity, during this period no stipend will be paid and no fees for Community Advisor Standardized Room Rate will be collected. Employees assigned as Senior Community Advisors will continue to be paid at their current hourly rate until April 30, 2026.

Each Community Advisor who is actively employed as of February 13, 2026, and who remains actively employed as of April 11, 2026, will receive a one-time lump sum payment in the amount of \$1206.00, subject to normal statutory deductions and remittances, on the April 17, 2026, regular pay date. Any such Employee whose employment ends after February 13, 2026, and before April 11, 2026, will receive one-half (1/2) the amount.

Each Community Advisor who has been assigned additional duties as a Senior Community Advisor and who is actively employed as of February 13, 2026, and who remains actively employed as of April 11, 2026, will receive an *additional* one-time lump sum payment in the amount of \$250.00, subject to normal statutory deductions and remittances, on the April 17, 2026, regular pay date. Senior Community Advisors will stop receiving an hourly pay rate on April 30, 2026. Any such Employee whose employment ends after February 13, 2026, and before April 11, 2026, will receive one-half (1/2) the amount.

This Letter of Understanding is in place up to and including April 30, 2026, and then expires and all provisions of the collective agreement apply effective May 1, 2026.

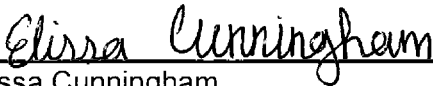
For the Union:



Caleb Smolenaars
Bargaining Committee Chair, CUPE Local 3906

Mar. 2 / 26

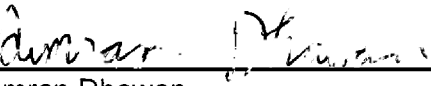
(DATE)



Elissa Cunningham
Bargaining Committee Member, CUPE Local 3906

March 2nd, 2026

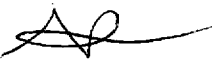
(DATE)



Simran Dhawan
Bargaining Committee Member, CUPE Local 3906

March 1st, 2026

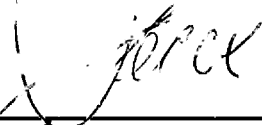
(DATE)



Anna Potter
Bargaining Committee Member, CUPE Local 3906

March 2, 2026

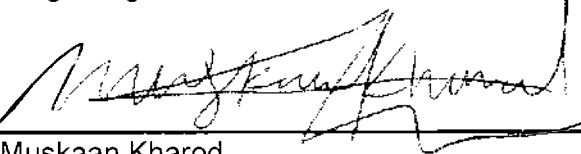
(DATE)



Vanessa Leece
Bargaining Committee Member, CUPE Local 3906

Mar 9 2026

(DATE)



Muskaan Kharod
Bargaining Committee Member, CUPE Local 3906

March 2nd 2026

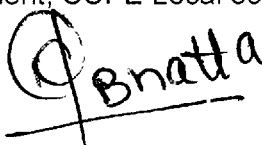
(DATE)



Mitch Lupa
President, CUPE Local 3906

March 2nd 2026

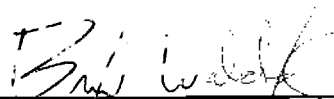
(DATE)



Kusum Bhatta
Vice-President, CUPE Local 3906

March 2 2026

(DATE)



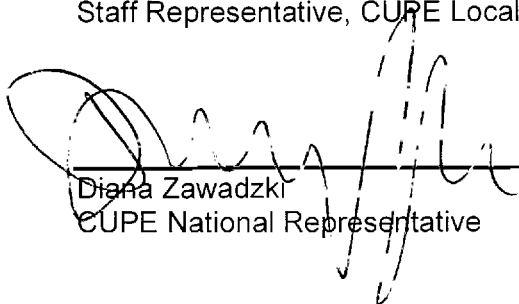
Brad Walchuk
Staff Representative, CUPE Local 3906

2 March 26
(DATE)



Mary Ellen Campbell
Staff Representative, CUPE Local 3906

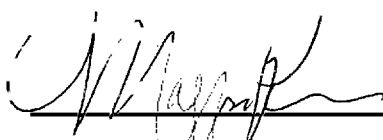
02/03/26
(DATE)



Diana Zawadzki
CUPE National Representative

March 3, 2026
(DATE)

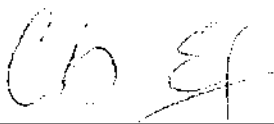
For the University:



Maggie Pootan, Executive Director, Employee Health, Safety,
Well-being & Labour Relations
Lead Negotiator, McMaster University

March 03, 2026

(DATE)



Chris Eley, Interim Director, Housing and Conference Services
Bargaining Committee Chair, McMaster University

March 3/26

(DATE)



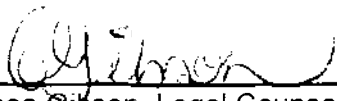
Sean Fast, Residence Life Manager
Bargaining Committee Member, McMaster University

March 3, 2026
(DATE)



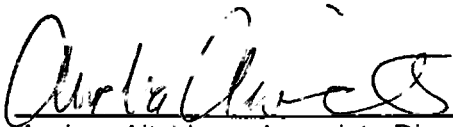
Caroline Papple, Residence Life Manager
Bargaining Committee Member, McMaster University

Mar 3/26
(DATE)



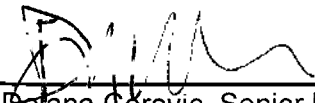
Chelsea Gibson, Legal Counsel, Office of Legal Services
Bargaining Committee Member, McMaster University

05/03/20
(DATE)



Andrea Aitchison, Associate Director, Employee/Labour Relations
& Dispute Resolution
Bargaining Committee Member, McMaster University

33/03/20
(DATE)



Dejana Corovic, Senior Manager, Compensation
Bargaining Committee Member, McMaster University

31 31 20.
(DATE)



Emma Kerr Senior Consultant, Employee/Labour Relations
and Dispute Resolution
Bargaining Committee Member, McMaster University

31 31 20.
(DATE)