

# COLLECTIVE AGREEMENT



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Between

**McMaster University**

and

**McMaster University Academic Librarians Association**

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**2019 – 2021**

**Collective Agreement**

**between**

**McMASTER UNIVERSITY**

**and**

**McMASTER UNIVERSITY ACADEMIC LIBRARIANS' ASSOCIATION**

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**Expiry Date: July 31, 2021**

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## **PURPOSE / PREAMBLE**

The general purpose of this Agreement is to establish an orderly collective bargaining relationship between McMaster University and its employees represented under this Agreement by the McMaster University Academic Librarians' Association, to ensure the timely handling and disposition of complaints and grievances and to set forth an Agreement covering rates of pay and terms & conditions of employment.

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

The parties agree to conduct their employment relations involved in the administration of this Agreement in good faith.

## **ARTICLE 1 – TERM OF AGREEMENT**

- 1.1 This Agreement shall be effective from August 1, 2019 and shall continue in effect until and including July 31, 2021.
- 1.2 This Agreement shall continue automatically thereafter for annual periods of one year, unless either party notifies the other in writing, within a period of 120 calendar days immediately prior to the expiration date, that it desires to amend or terminate this Agreement.
- 1.3 If notice to bargain is given by either party, the parties shall meet within 21 days, or as otherwise agreed by the parties, for the purpose of commencing negotiations.

## **ARTICLE 2 – RECOGNITION**

- 2.1 The University recognizes the McMaster University Academic Librarians' Association as the sole and exclusive bargaining agent for all academic librarians employed by McMaster University in the City of Hamilton, save and except students, persons directly employed in support of grant-funded or contract funded-research projects, Associate University Librarians, the University Librarian, the Director, Health Sciences Library, persons above the rank of Associate University Librarian, the University Librarian and Director.

**Clarity Note:** Students includes Librarian Co-Op students.

- 2.2 For the purposes of this Article 2, "persons" shall be defined as all other employees of the University who are not included in the bargaining unit.
- 2.3 Persons whose positions are not in the bargaining unit shall not perform duties normally assigned to employees in the bargaining unit if the act of performing the work reduces the regular working hours of employees in the bargaining unit.

## **ARTICLE 3 – DEFINITIONS**

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

**"Agreement"** or **"this Agreement"** means the collective agreement between McMaster University and McMaster University Academic Librarians' Association.

**"bargaining unit"** is defined as set out in Article 2.

**“bargaining unit member”** or **“employee”** means a person employed by the University in the bargaining unit defined in Article 2.

**“day”** means calendar day unless otherwise specifically stipulated.

**“department”** means the department, division, academic unit or work area, as the context may require.

**“designate”** means an individual authorized to act on behalf of an officer of the University, or, an individual named to represent an employee, group of employees or the Union.

**“E/LR Representative”** means a member of the Employee/Labour Relations Unit or a Human Resources Consultant in the University’s Department of Human Resources Services who is authorized to represent the University in any communications and/or meetings convened pursuant to this Agreement.

**“employee”** means an employee of McMaster University who is in the bargaining unit defined in Article 2.

**“Health Sciences Library”** – means the Library that reports to the Faculty of Health Sciences, and is located in the McMaster University Health Sciences Centre.

**“holidays”** are paid days away from work as specified by statute or this Agreement and may also be called “specified holidays”.

**“the parties”** means McMaster University and the McMaster University Academic Librarians’ Association.

**“Pension Plan”** means the *Contributory Pension Plan for Salaried Employees of McMaster University Including McMaster Divinity College, 2000*.

**“probationary period”** means the first 12 months of active employment in the bargaining unit.

**“professional service and professional activity”** refer to employees’ contributions to the Library, the University and the Profession over and above the responsibilities set out in their Position Responsibility Statement. In evaluating professional service and professional activity emphasis is placed on: (a) the level of the employee’s personal contribution to the specific service or activity; and, (b) the value of the service or activity to the librarian’s professional advancement, the Library and the broader library and research community.

**“professional service”** includes active membership on, or chairing, committees, professional association boards or committees, task forces or projects over and above the responsibilities set out in their Position Responsibility Statement.

**“professional activity”** includes research and publication (writing, editing, refereeing or reviewing books, articles, or reports); grant preparation; participation at conferences (contribution through presentations to professional or scholarly associations/meetings); conference management (planning, organizing or conducting professional programs, workshops, seminars or conferences); teaching (over and above the teaching or instruction responsibilities set out in their Position Responsibility Statement); and, consulting for external organizations. (Consulting for external organizations for compensation over and above normal salary is excluded.)

**“spouse”** means either of two persons who:

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

and includes a same sex partner.

**“steward”** or **“Union steward”** means an employee who has been elected or appointed from within the bargaining unit, in accordance with the Union’s by-laws and/or constitution to represent bargaining unit members in matters pertaining to the application or administration of this Agreement.

**“supervisor”** means the person who directs an employee’s work or to whom an employee normally reports. This person may also be referred to as “Manager”.

**“the University”** means McMaster University, and its designates, the Board of Governors of McMaster University, or any officers authorized to act on behalf of the Board.

**“University Library”** – means any or, as applicable all, of the following: Mills Memorial Library, Innis Library and H. G. Thode Library of Science and Engineering.

### 3.2 **Types of Employees:**

- (a) **“full-time employee”** means an employee who works a standard work week in accordance with Article 15.05.
- (b) **“part-time employee”** means an employee who works less than a 35-hour work week, unless otherwise specifically stipulated.
- (c) **“continuing employee”** means an employee who is employed in a position for which no end date was stated at the time of the employee’s hiring.
- (d) **“contractually limited employee”** means an employee who is employed in a position where an end date has been determined such that the appointment is for a minimum of 4 months but no longer than 30 consecutive months. It is understood that there is no employment commitment beyond the specified end date.
- (e) **“sessional employee”** means an employee who is either full-time or part-time and works in a position with a minimum term of 6 months each calendar year, with annually scheduled start and end dates.
- (f) **“probationary employee”** means an employee who is serving the probationary period.

### 3.3 The use of a feminine pronoun shall include the masculine, and vice versa.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

### **4.1 Management Rights**

- (a) The Union acknowledges that it is the University's right to manage and operate the business of the University in all aspects subject to the terms and conditions of this Agreement and that all rights of the University shall be reserved to it. Without limiting the generality of the above, these management rights include, but are not limited to, the University's right to:

  - (i) maintain order, discipline and efficiency, including the right to plan, direct and control the workforce, and otherwise generally manage the University;
  - (ii) hire, select, locate, classify, promote, demote, transfer, retire, layoff, or recall employees;
  - (iii) discharge, suspend or otherwise discipline employees, recognizing that an employee's claim of unjust discipline or discharge may be the subject of a grievance and will be dealt with as hereinafter provided;
  - (iv) assess and manage employee performance, including the discharge of an employee for unsatisfactory performance;
  - (v) transfer or cease any position, department, programme operation or service; and,
  - (vi) establish, enforce and alter from time to time reasonable policies, procedures, guidelines, rules and regulations to be observed by employees.
- (b) Each current Policy, Directive, Guideline, Practice and Procedure that addresses terms and conditions of employment specific to Librarians is superseded by this Agreement unless otherwise expressly preserved herein.
- (c) In the event that it is alleged that the University has exercised any of the foregoing rights contrary to the provisions of this Agreement, the matter maybe the subject of a grievance and will be dealt with as hereinafter provided.

- 4.2 The University agrees that it will not exercise its functions as set out in this Article in a manner inconsistent with the express provisions of this Agreement, and reiterates its commitment to administer this Agreement reasonably such that its decisions will not be arbitrary, discriminatory or made in bad faith.

## **ARTICLE 5 – UNION REPRESENTATION**

### **5.1 Union Representation**

- (a) The University agrees to recognize 1 Union steward in the University Library and 1 Union steward in the Health Sciences Library.
- (b) The Union will provide to the University a list of the names of all Union Executives and Union stewards, including their titles and library in which they work, if applicable. The Union shall notify the Director, Employee/Labour Relations, or his/her designate, of any change to the list prior to the change taking effect.

## **5.2 Negotiating Committee**

- (a)** The University will recognize a Union Negotiating Committee that includes up to 3 employees as determined by the Union.
- (b)** Employees on the Union Negotiating Committee shall not suffer any loss of regular pay or benefits for the days of negotiations with the University up to and including conciliation.

## **5.3 Union Release Time**

- (a)** It is acknowledged by the parties that all Union stewards and other Union representatives have regular duties to perform as employees of the University. Therefore, Union stewards and other Union representatives will not leave their duties without first obtaining the permission of their supervisor, or designate. Requests for Union Release Time, paid or unpaid, shall not be unreasonably denied. Notwithstanding the foregoing, the Parties recognize that from time to time minor issues that require only a few minutes of the Union stewards' or other Union representatives' attention will arise and/or that there will be circumstances where an employment supervisor is not available; in such cases employees will exercise reasonable judgment having regard for the needs of their work and their immediate responsibilities before deciding to leave their duties.
- (b)** Subject to Article 5.03(a), release time shall be granted, with no loss of regular pay or benefits, from regularly scheduled hours, for the following purposes:
  - (i)** to represent the Union on committees and task forces that are created at the invitation of the University;
  - (ii)** to participate in Labour Management Committee meetings;
  - (iii)** to represent employees in grievances, including the investigation of a complaint;
  - (iv)** to attend meetings with the University; and,
  - (v)** the attendance of 1 delegate at the semi-annual meetings of CAUT Council.
- (c)** Subject to Article 5.03(a), any release time required by a Union steward or other Union representative to attend to Union business other than for the purposes outlined in Article 5.03(c) will, if granted, be without pay or will be granted with an agreement that the time absent will be worked at a later date. The agreement will be between the employee and her supervisor and will be in writing, specifying the details of the time and date the missed work will be performed.
- (d)** All employees shall be entitled to 1 one hour leave without loss of pay each fiscal year for the purposes of attending the annual General Meeting of the Union.
- (e)** The Union shall provide the University with written notification of the date and time of its annual General Meeting 30 days in advance. Employees who plan to attend shall provide reasonable notice to their supervisor.

## **5.4 Agreement Compliance**

Except as otherwise expressly provided in this Agreement, the University shall not bargain with or enter into any agreement regarding terms and conditions of employment with an individual employee or group of employees other than the Union President, or those designated by the Union President. The President of the Union shall provide the Director, Employee/Labour Relations or his/her designate, with the names of any person designated by the Union President for the purposes of this Article 5.04.

## **5.5 Union Membership and Dues**

- (a) Subject to the understanding that the rate structure of the Union dues shall not require deductions that are incompatible with the University's payroll system, the University will deduct Union dues from the pay of each employee in the bargaining unit, in the amount specified in writing by the Union, and shall remit same to the Union as soon as practicable and not later than 15 working days following the pay period end date.
- (b) When the amounts specified under Article 5.05(a) are remitted, the University will inform the Union in writing of the names of employees from whose pay Union dues have been deducted and the amount of dues deducted from each employee's pay.
- (c) The Union shall advise the University in writing at least 30 days in advance of any change in the amount of its Union dues.
- (d) The Union agrees to indemnify and save the University harmless from any claims or any liability in any way related to the deduction of dues under this Article, except for any claim or liability arising out of an error made by the University. This indemnification relates to claims or liability arising out of the deduction of dues prior to and following the effective date of this Agreement. In the event that the University makes an error in the deduction of dues from a member of the bargaining unit the University will correct such failure during the next following pay period.
- (e) The University agrees to continue to comply with Canada Revenue Agency (CRA) rules and regulations requiring the amount of Union dues to be recorded on each employee's annual T-4 slip.

## **5.6 Services**

- (a) The Union shall have use of the internal Campus mail service for Association business, without charge, subject to availability.
- (b) The Union shall have access to meeting rooms (including audio-visual equipment) on Campus through the University's room booking offices for Union business, according to normal booking procedures, at the rate for internal users.

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

- 6.1 (a) The Parties agree to make every reasonable effort to settle all complaints and grievances promptly.
- (b) There shall be no discrimination, harassment or coercion practiced against any person involved in the Grievance and Arbitration procedure, or against any employee who elects not to pursue a grievance.
- (c) The Union shall have carriage of all grievances. The University shall deal only with the Union with respect to a grievance.
- (d) No technical violation or irregularity occasioned by clerical, typographical or technical error in the written specification of the grievance shall prevent the substance of a grievance from being heard and judged on its merits.
- (e) If a grievance is settled at any stage in the grievance process, such settlement shall be reduced to writing and countersigned by the Union representative and the Employer

representative within 10 working days of the meeting at which the settlement was reached, or within such other time frame as the parties agree.

## **6.2 Grievance Definition**

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

## **6.3 Types of Grievances**

- (a) Individual Grievance - a grievance alleging a violation of this Agreement affecting one employee. An individual grievance will commence at Step 1 of the grievance procedure.
- (b) Group Grievance - a grievance alleging a violation of this Agreement affecting more than one employee. A group grievance will commence at Step 1 of the grievance procedure. A group grievance must be signed by each employee who is grieving and by a Union steward.
- (c) Policy Grievance – a grievance arising directly between the University and the Union alleging a violation of this Agreement in whole or in part and for which no part of the requested remedy is particular to any one employee or group of employees. A policy grievance will commence at Step 2 of the grievance procedure. A policy grievance by the Union must be signed by the President of the Union, or his/her designate and must be submitted to the Director, Employee/Labour Relations. A University policy grievance must be signed by the Director, Employee/Labour Relations or his/her designate and must be submitted to the Union President.

## **6.4 Informal Resolution**

It is the mutual desire of the parties that complaints of employees be addressed as quickly as possible and it is understood that an employee will normally, in good faith, first give her immediate supervisor an opportunity to address the complaint. An employee may, if she chooses, invite a Union steward to participate in this initial informal resolution process, in which case the supervisor may similarly invite the assistance of an E/LR Representative.

## **6.5 Grievance Procedure**

### **Step 1**

- (a) The written, dated and signed grievance, will be delivered to either the University Librarian or the Director, Health Sciences Library within 20 working days after the Union became aware, or ought reasonably to have become aware, of the incident or circumstances giving rise to the grievance.
- (b) The grievance will identify the nature of the grievance, including the Article alleged to have been violated, and the remedy sought.
- (c) Not later than 10 working days following the receipt of the grievance the University Librarian / Director, Health Sciences Library shall arrange to meet with the grievor. The grievor shall be accompanied by a Union steward. The University Librarian / Director, Health Sciences Library may be accompanied by an E/LR Representative.
- (d) The Union will be given a written reply to the grievance within 15 working days following the Step 1 grievance meeting.

## **Step 2**

- (a) If an individual or group grievance is not resolved at Step 1, the Union may, within 10 working days of the date on which the University Librarian's / Director, Health Sciences Library's reply was or should have been given, deliver the written grievance to the Provost or to the FHS Associate Vice-President, Academic in the Faculty of Health Sciences, as appropriate.

  - (i) Not later than 15 working days following the receipt of the grievance, the Provost/ FHS Associate Vice-President, Academic, or designate, shall arrange to meet with the grievor and the University Librarian / Director, Health Sciences Library to discuss the merits of the grievance. The grievor shall be accompanied by a Union steward. The University Librarian / Director, Health Sciences Library may be accompanied by an E/LR Representative.
  - (ii) The Provost / FHS Associate Vice-President, Academic, or designate, shall give her reply in writing to the Union within 15 working days following the Step 2 grievance meeting.
- (b) A policy grievance shall be initiated within 20 working days after the Union became aware, or ought reasonably to have become aware, of the circumstances giving rise to the grievance.

  - (i) Not later than 15 working days following the receipt of the grievance, the Assistant Vice-President, Human Resources Services, or designate, shall arrange to meet with the Union President to discuss the merits of the grievance.
  - (ii) The Assistant Vice-President, Human Resources Services, or designate, shall give her reply in writing to the Union within 15 days following the Step 2 grievance meeting.

## **6.6 Arbitration**

- (a) Failing a satisfactory settlement at Step 2 the grievance may be referred to arbitration within 10 working days of the date on which the reply to Step 2 was, or should have been, given, but, subject to Article 6.07(a), not thereafter.
- (b) No grievance may be submitted to arbitration that has not been properly carried through the Grievance Steps except as permitted by Section 49 of the *Ontario Labour Relations Act, 1995*.
- (c) When either party to this Agreement requests that a grievance be submitted to arbitration under Article 6.06(a), they shall make such request in writing addressed to the other Party. The University and the Union shall, by agreement, select one person as Arbitrator to whom such grievance may be submitted for arbitration. Failing agreement, the parties shall select a name from the list below to act as a sole arbitrator on a rotational basis:

  - 1. Rick MacDowell
  - 2. Paula Knopf
  - 3. Kevin Burkett

By mutual consent, the Parties may select a listed arbitrator out of sequence or select and Arbitrator who is not listed above.

- (d) The arbitrator shall hear and determine the matter in dispute, and issue an award which shall be final and binding upon the parties to the Agreement, subject to either party's right to seek judicial review of the arbitrator's decision. The arbitrator shall have no authority to add to, subtract from, or alter any provision of this Agreement, or make an award which has such effect.
- (e) The arbitrator has all the duties and powers of an arbitration board as stated in the *Ontario Labour Relations Act, 1995* ("OLRA"), as amended from time to time. In accordance with the OLRA, the arbitrator may extend the time for the taking of any step in the grievance procedure under Article 6.05, notwithstanding the expiration of such time, where the arbitrator is satisfied that there are reasonable grounds for the extension and that the opposite Party will not be substantially prejudiced by the extension.
- (f) The Union and University will share equally the fees and expenses of the Arbitrator. Employees who are called as witnesses at an arbitration hearing shall be given release time from their regular duties with no loss of regular pay and benefits. Each party shall bear the expenses of its representatives and participants and for the preparation and presentation of its own case.

## **6.7 General**

- (a) The parties may agree in writing to extend the time limits for any Step of the grievance procedure, or to waive any Step in the grievance procedure, under Article 6.05.
- (b) In the event that a party fails to reply in writing within the time limits prescribed in the grievance procedure, the other party may submit the matter to the next Step as if a negative reply or denial had been received on the last day for the delivery of such reply. When no action is taken to submit the matter to the next Step within the time limits set out in Article 6.05, the grievance will be deemed to have been withdrawn or settled, as the case may be.
- (c) A claim of unjust discipline, except cases of disciplinary suspension or discharge will be submitted to the grievance procedure under Article 6.05 within 20 working days from the date on which notice of the discipline was delivered to the Union President. In all such cases the burden of proof shall be on the Employer to establish its case.
- (d) All claims of unjust disciplinary suspension and discharge will commence at Step 2 and must be submitted to the Provost or to the FHS Associate Vice-President, Academic, as appropriate, within 5 working days from the date on which the notice of disciplinary suspension or discharge was delivered to the Union President. In all such cases the burden of proof shall be on the Employer to establish its case.

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

- 7.1 There shall be no strike or lockout during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the OLRA.
- 7.2 In the event that any person represented by a trade union and employed by the University, other than those in this bargaining unit, engages in a lawful strike or is lawfully locked out, an employee covered by this Agreement will not be required to perform work normally done by that person.
- 7.3 An employee who, in the performance of her job, encounters a picket line at a workplace other than the University and who feels that she cannot complete her assigned duties as a result, shall contact her supervisor.

## **ARTICLE 8 – RESPECTFUL WORKPLACE**

**8.1** The Parties agree that all employees shall be entitled to a respectful workplace free of discrimination, sexual harassment and workplace harassment.

### **8.2 Discrimination**

- (a) The Parties agree that there will be no discrimination, interference, restrictions, coercion, or intimidation exercised on or practised by the University or the Union in regard to any matter associated with the terms and conditions of employment of employees by reason of age, ancestry, citizenship, colour, creed, ethnic origin, family status, disability, language, marital status, nationality, place of origin, religious affiliation, race, receipt of public assistance, record of offences, gender, sexual orientation, same sex partnership, nor by any other ground prohibited by the *Ontario Human Rights Code*; nor by reason of membership or non-membership or activity or lack of activity in the Union, nor by reason of the employee's political belief or affiliation, the employee's academic orientation or school of thought.
- (b) The University recognizes that the work of employees supports the academic mission of the University. The parties agree that employees enjoy freedom of speech and freedom of thought. The parties also agree that the diversity of traditions across disciplines necessitates that an employee's freedom to pursue his/her own direction of research will vary according individual supervisor/employee arrangements. The parties also agree that no employee will be disciplined for the fact of exercising reasonable intellectual discretion pursuant to, and within the parameters of, the principles described in Article 8.02(a) above and within the scope of the provisions of Article 4 of this Agreement.

### **8.3 Sexual Harassment**

Sexual Harassment is comments or conduct of a sexual nature directed at an individual or group by another individual or group where it is known, or ought reasonably to be known, that the comments or conduct are unwelcome.

### **8.4 Workplace Harassment**

Harassment in the workplace includes intimidation that is repeated and/or unwelcome, threats or a pattern of aggressive, or insulting behaviour by a person in the workplace, where the person knows or reasonably ought to know that this behaviour is likely to create an intimidating or hostile workplace environment or is an abuse of authority over an employee.

**8.5** If a complaint arises in respect of any matter covered by Article 8 the grievance procedure as set out in Article 6 is to be used. Nothing in this Article prevents an employee from filing a complaint with the Ontario Human Rights Tribunal.

### **8.6 General**

- (a) An employee is not required to perform any duties of a personal nature not connected with the approved operations of the University.
- (b) 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.

### **8.7 Complaints**

- (a) Employees alleging a violation of any of Articles 8.01 – 8.06 may file a grievance in respect of such violation, and in such case, the University's Discrimination, Harassment,

and Sexual Harassment: Prevention and Response Policy (the “Policy”) shall be considered inapplicable in its entirety.

- (b) Employees alleging a violation of the Policy may engage any of the options or processes set out in, and as permitted by, the Policy, and in such case, Articles 8.01 – 8.06 shall be considered inapplicable in their entirety.
- (c) An employee may not engage both the Policy and any of the Articles 8.01 – 8.06 for the same matter.

## **ARTICLE 9 – CORRESPONDENCE AND INFORMATION**

**9.1** All correspondence between the University and the Union relating to matters covered by this Agreement, except as otherwise specified in this Agreement, will pass between the President of the Union and the Director, Employee/Labour Relations or their designates.

**9.2** Where written notice is specified in this Agreement, e-mail will be deemed adequate means, unless otherwise specified in this Agreement.

**9.3** The University will provide the Union with the following information in electronic form:

- (a) annually on or before the 15<sup>th</sup> of January in each year:
  - (i) a listing containing the names of all employees in the bargaining unit including their job title, Librarian level, employee type (per Article 3.02, Types of Employees), employee identification number, department, campus address, gender, employment start date, home address, home telephone number, workplace email address, gross annual salary, and latest hire date, if applicable;
  - (ii) a listing of all new hires and their employee type (per Article 3.02), terminations, including resignations and retirements, and leaves per Article 17, Leaves of Absence and Article 23, Organizational and Professional Development; and,
  - (iii) a listing of all employees who are currently on, or have been on, salary continuance or long term disability (per Article 16, Absence Due to Illness/Injury), in the previous 12 months;
- (b) notification of deaths of any current employee; and,
- (c) such other information as may be set out elsewhere in this Agreement that is required to be provided.

**9.4** The University will provide the Union with copies of appointment letters for all new employees.

**9.5** The Union agrees to provide the University with the following information in electronic form:

- (a) a listing of the Union Executive members and Union Stewards in accordance with Article 5.01(b), Union Representation; and,
- (b) such other information as may be set out elsewhere in this Agreement that is required to be given.

**9.6** The Parties are relieved of their respective obligations in Articles 9.03, 9.04 and 9.05 to the extent that the relevant information is readily accessible to the other Party electronically.

## **ARTICLE 10 – HEALTH AND SAFETY**

### **10.1 General**

- (a) The parties are committed to providing and maintaining healthy and safe working and learning environments for all employees, 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 policy and procedures established by the University. To support this commitment McMaster University, its employees and the Union 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.
- (b) The University is responsible for the provision of information, training, equipment and resources to support the Internal Responsibility System and ensure compliance with all relevant statutes, this policy and internal health and safety programs.
- (c) Managers and supervisors are accountable for the safety of workers within their area, for compliance with the statutory and University requirements, and are required to support Joint Health and Safety Committees (“JHSCs”).
- (d) Employees are required to work in compliance with statutory and University requirements, and to report unsafe conditions to their supervisors.
- (e) The Parties shall comply in a timely manner with their respective obligations under the *Occupational Health and Safety Act, R.S.O. 1990, c.0.1*, as amended, (*the Act*), its regulations, codes of practice, and guidelines and all relevant environmental laws, regulations, codes of practice and guidelines. All standards established under these laws along with the McMaster University Workplace & Environmental Health & Safety Policy, which shall be in compliance with these laws, shall constitute minimum acceptable practice.
- (f) The Union has the right to appoint 1 bargaining unit member from the University Library to the *Libraries and Museum Joint Health and Safety Committee* and to continue to have 1 bargaining unit member from the Health Sciences Library sit as a member of the *Faculty of Health Sciences Joint Health and Safety Committee*. An employee will suffer no loss of remuneration for time required to carry out her responsibilities, if any, on the *Libraries and Museum Joint Health and Safety Committee* and on the *Faculty of Health Sciences Joint Health and Safety Committee*.

### **10.2 Right to Refuse**

An employee has the right to refuse unsafe work in accordance with the *OHSA*.

### **10.3 No Disciplinary Action**

No employee shall be discharged, penalized or disciplined or threatened for acting in compliance with the *OHSA*, its regulations and codes of practice and environmental laws, regulations or codes of practice.

### **10.4 Education and Training**

- (a) The Employer agrees to pay the cost of certification training for employees who are appointed to a JHSC or CJHSC and who are designated to attend such training.

- (b) No employee shall be required or permitted to work on any job or operate any piece of equipment until she has received proper education, training and instruction.
- (c) The University will ensure that all employees receive training in accordance with requirements outlined in the Risk Management Manual, Health and Safety Training Program, and training matrices.

#### **10.5 Disclosure of Information**

- (a) The University shall disclose information in accordance with the *OHSA* and related University policies and programs.
- (b) In accordance with the *OHSA*, the University shall notify the Union of all hazardous substances and processes to be introduced, by their chemical and trade names, noting potentially harmful effects, their maximum allowable levels, and what kinds of precautions will be taken.

#### **10.6 Ergonomics**

Administration of ergonomic concerns will be in accordance with McMaster University's Ergonomic Safety Program.

#### **10.7 First Aid/CPR Certification**

The University will continue to provide access to its First Aid/CPR training and recertification training at no cost to employees. In choosing the session to attend, employees will consult with their immediate supervisor and exercise reasonable judgment having regard for the needs of their job responsibilities.

### **ARTICLE 11 – EMPLOYEE INFORMATION**

#### **11.1 Personnel Files**

- (a) The University and the Union agree that the University shall maintain personnel records. It is the responsibility of the employee to ensure that the information on file with Human Resources Services is up-to-date and includes a current address and telephone number.
- (b) The personnel file for the employee shall include items concerning the record of employment including, but not limited to, the original application form, Position Responsibility Statement, salary history, as well as any documentation in accordance with Article 12 and Article 13, all of which shall be copied to the employee concurrent with their addition to the file.
- (c) Employees have the right to examine their personnel file in the presence of a member of Human Resources Services staff, by appointment. Upon request and within a reasonable time following the request, employees will be provided with a photocopy of specified documents from their file. The employee is free to point out any alleged factual errors and proven errors will be corrected.
- (d) Employees will notify Human Resources Services of changes in information related to spouses and dependents necessary to administer benefits.
- (e) Subject to legal and/or statutory requirements, when Human Resources Services receives requests from an external agency 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.

- (f) An employee may submit document(s) to her supervisor with a request that such document(s) be included in her personnel file. Such request will not be unreasonably denied.
- (g) Anonymous material will not be included in an employee's personnel file nor shall it be relied upon by the University in making formal employment-related decisions.

## **11.2 Access to Personnel Files**

Personnel files of employees shall be confidential. Access to personnel files will be limited to:

- (a) the employee, and/or her designate, with written authorization of the employee;
- (b) the employee's supervisor;
- (c) staff in Human Resources Services; and
- (d) other authorized University personnel as permitted or required by law.

## **11.3 Employee Health / Return-to-Work Files**

- (a) All Employee Health / Return-to-Work files will be kept in an area separate from all other personnel files and under secure conditions.
- (b) 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:
  - (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 Employer's authorized agents to administer the disability insurance program; or
  - (iii) the Workplace Safety and Insurance Board (WSIB).

Access to any other persons will only be provided with the prior written authorization of the employee or her Power of Attorney.

## **11.4 Employee Medical Files**

- (a) An employee's Medical File shall be maintained by the Office of the Occupational Health Nurse and Occupational Physician in an area separate from all other personnel files and under secure conditions. This file may contain an employee's personal medical information.
- (b) Access will be limited to the employee and the Offices of the Occupational Health Nurse and Occupational Physician who have legitimate reason to maintain and access such files. Access to any other persons will only be provided with the prior written authorization of the employee or her Power of Attorney.
- (c) The Office of the Occupational Health Nurse and Occupational Physician may supply information from the medical files to authorized persons within Human Resources Services to facilitate employee return to work or accommodations. The Offices will not disclose an employee's medical condition including diagnosis, medical specialist or treatment type without written authorization of the employee or her Power of Attorney.

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

- 12.1** In most cases, it is expected that informal discussions will be sufficient to resolve problems and concerns and discipline will be preceded by non-disciplinary counselling. The University shall discipline or discharge an employee only for just cause.
- 12.2** The value of progressive discipline, with the aim of being corrective in application, is recognized by both parties. Discharge shall be for just cause and will normally be preceded by a documented record of non-disciplinary counselling, warnings (written or oral) and/or suspension.
- 12.3 **Disciplinary Process****
- (a)** Prior to disciplining an employee, the University will meet with the employee and a Union Representative. At this meeting, the University will advise the employee of the alleged offence and provide the employee with an opportunity to respond.
- (b)** Within 5 working days of the meeting referenced in 12.03(a) or any additional meeting that the University may require, the University will decide whether or not discipline is to be imposed, and if so, at what level. This decision will be communicated orally and in writing at a meeting with the employee and a Union Representative. A copy of the written decision will be provided to the Union President.
- 12.4 **Immediate Non-Disciplinary Leave Pending Investigation****
- (a)** In cases where it is necessary to remove an employee from the workplace immediately, such as those which involve serious insubordination, a threat to the safety of a person, assault, or any incident requiring an immediate investigation, an employee may be immediately placed on non-disciplinary leave without loss of pay pending further investigation and Article 12.03 shall not apply. The University shall notify the Union President or designate of a non-disciplinary leave as soon as possible.
- (b)** As soon as reasonably practicable, the University will inform the Union of the nature of the allegations made against the employee, if any.
- (c)** If, following the investigation, the Employer intends to discipline the employee, the disciplinary process set out in Article 12.03 shall then apply.
- 12.5** A letter of warning or reprimand may only be issued by administrative officers designated by the University who are not themselves members of the bargaining unit.
- 12.6** Dismissal for cause means the termination of an appointment by the University.
- 12.7** The University bears the onus of proving that any disciplinary action taken was for just cause.
- 12.8** Failure to renew a limited-term contract or failure to grant a Continuing Appointment shall not constitute discipline.
- 12.9** Subject to Article 12.04 disciplinary action shall be initiated only after completion of a preliminary investigation, conducted in accordance with the principles of procedural fairness, and shall not be based on anonymous information.
- 12.10** Any record of discipline shall be removed from an employee's personnel file after a period of 24 months from the date of the alleged infraction provided that no subsequent infractions have occurred within that period.

## **ARTICLE 13 - PROBATIONARY EMPLOYMENT**

**13.1** A newly-hired employee will normally be on probation for the first 12 calendar months of active employment in the bargaining unit.

**13.2** At the time of her appointment, the employee will be advised, in writing, of the position-related requirements set out in the Position Responsibility Statement and the University's expectations of successful job performance that she must meet by the end of probation.

### **13.3 Progress and Performance Reviews**

**(a) (i)** No later than the end of the 4<sup>th</sup> and 8<sup>th</sup> completed month of active employment, the progress and performance of an employee will be reviewed based on the Position Responsibility Statement and the University's expectations of successful job performance as provided to the employee pursuant to Article 13.02.

**(ii)** The reviews referenced in Article 13.03(a)(i) will be the subject of meetings between the employee and her supervisor and will be communicated to the employee in writing within 2 weeks of each meeting. The written performance review will include, where necessary, specific steps the employee must take to improve her performance.

**(b)** If in the University's opinion, the employee's performance and progress does not meet the job requirements, but may by the end of an extended probationary period, or if there has been insufficient opportunity to assess the employee's performance during the initial probationary period, the University may extend the probationary period for a further period of 6 months.

**(c)** In the event the University requires more than 2 reviews of the employee's progress and performance during the probationary period, the Union will be notified of subsequent reviews.

**13.4** At the end of the probationary period or the extended probationary period, as applicable, if performance is deemed to be satisfactory, the employee's appointment as a continuing employee will be confirmed in writing.

### **13.5 Termination of Employment**

**(a)** Notwithstanding Articles 12.02 and 12.07, termination of employment of a probationary employee is non-disciplinary and need not be for just cause.

**(b)** Article 6.07(d) shall not apply to the termination of a probationary employee and a grievance alleging that such termination was improper shall not give rise to a reverse onus on the University.

**(c)** The Union shall be invited to attend the meeting at which the employee is advised of the University's decision.

## **ARTICLE 14 – SENIORITY**

### **14.1 Definition and Calculation of Seniority**

**(a)** Seniority is the length of continuous service in the employ of the University and shall be calculated from the employee's most recent date of such employment.

- (b) For clarity, where there has been previous employment in the bargaining unit, it will be acceptable to have a maximum 13-week gap in employment when calculating the seniority date.
- (c) Seniority will continue to accrue and will not be affected by absence resulting from any approved leave of absence as provided for in this Agreement.
- (d) Where seniority dates are the same, the following order of criteria will be used to make a distinction:
  - (i) Hire Date
  - (ii) Offer Letter Date
  - (iii) Employee Number

#### **14.2 Seniority List**

- (a) The University will maintain a seniority list and will provide a copy of the seniority list to the Union annually on or before January 15<sup>th</sup> of each year.
- (b) Upon completion of her probationary period, an employee will be added to the seniority list.
- (c) The seniority list will be used to determine seniority for the purposes of this Agreement. The seniority list shall be deemed correct until such time as the Union brings an error to the University's attention, and any amendment will not be retroactive if such amendment would require a change to a University decision based on the earlier seniority list.

#### **14.3 Loss of Seniority**

An employee will lose her seniority and will be deemed to have terminated her employment with the University for any of the following reasons:

- (i) she is discharged for just cause and not reinstated;
- (ii) she resigns or retires; an employee can resign at any time by means of written notice to her supervisor.
- (iii) she is absent from work without authorization from her supervisor and without reasonable justification for 5 consecutive working days; or,
- (iv) she receives severance pay.

### **ARTICLE 15 – WORKLOAD AND HOURS WORKED**

- 15.1** The University shall assign workload in a manner consistent with the principles set out in Article 4.02. An employee will not be required to work evenings or weekends unless specified in his/her Position Responsibility Statement.
- 15.2** An employee's workload consists of position-related responsibilities, as outlined in his/her Position Responsibility Statement, professional service and professional activity, including goals set out in the Annual Activity Report as per Article 24. As per Article 25.03, the normal distribution among the 3 activities will be 75% position responsibilities and 25% professional service and professional activity, combined.
- 15.3** The Parties recognize employees as professional academic librarians such that they have a degree of autonomy in managing their workload and hours worked.

- 15.4 An employee and her supervisor are encouraged to work collaboratively with other employees and supervisors to ensure equitable workload and hours worked.
- 15.5 An employee's workload shall be such that the required position-related responsibilities, professional service and professional activity can reasonably be expected to be performed within a 35 hour work week, averaged over the year.
- 15.6 In no case shall an employee be required or permitted to work more than 48 hours in any one week as stipulated by the *Employment Standards Act, 2000*.
- 15.7 The Parties recognize that there must be some flexibility with respect to the hours demanded by each employee's work to allow employees and supervisors to tailor employees' workload and hours worked to the specific needs of position-related responsibilities, professional service and professional activity. The exercise of this flexibility may result in corresponding fair and reasonable adjustments of workload or hours worked. The Parties recognize that such flexibility is mutually beneficial for both employees and supervisors.
- 15.8 The Parties recognize that professional service and professional activity responsibilities may require employee attendance at conferences/seminars/workshops. Attendance at such conferences/seminar/workshops will normally be at the employee's initiative, as per Articles 23.01 and 23.05 Organizational and Professional Development. When the employer requires the employee to attend a conference/seminar/workshop, the employer will reimburse the employee in accordance with University policies and procedures.

**15.9 Working from Home Arrangements**

The University recognizes that employees may work from home on occasion. If employees request to work from home on a continuing basis the following conditions shall pertain:

- (i) the employee will remain responsible for fulfilling all her on-campus commitments;
- (ii) the employee and her supervisor must both agree to the arrangement;
- (iii) the arrangement will be reviewed by the supervisor to determine continuing operational feasibility;
- (iv) the arrangement must be documented in writing; and,
- (v) no continuing arrangement will be longer than one year in duration, but may be renewed with the agreement of the employee and her supervisor.

**ARTICLE 16 – ABSENCE DUE TO ILLNESS/INJURY**

**16.1 General Provisions and Periodic Absences**

In the event of periodic personal illnesses or injuries that are anticipated to cause an absence from work of less than 10 working days, an employee is required to notify her supervisor or designate by telephone before the beginning of the work day or as soon as possible thereafter. The employee shall inform her supervisor or designate of the expected date of her return to work, and must provide a phone number where she may be reached in her absence. Should the employee's condition change during the absence such that there is a change to her expected date of return, she must notify her supervisor or designate as soon as such anticipated change is known to her.

## **16.2 Short-Term Disability – “Salary Continuance”**

- (a) In the event of any personal illness or injury that is anticipated to cause a continuous absence from work of 10 working days or more, the employee shall advise her supervisor at the commencement of such absence, or as soon thereafter as the employee becomes aware that her absence is anticipated to be 10 working days or more, and will be required to maintain communication with her supervisor as well as Employee Health Services throughout the period of absence.
- (b) Following an employee’s completion of her probationary period, subject to her provision of satisfactory medical evidence and provided that the employee has complied with the requirements of Article 16.02 (a), each employee is entitled to a total of 6 months of full salary continuance for periods of absence due to illness or injury that result in the employee being totally disabled from performing her job for 10 continuous working days or more.
- (c) Eligibility for the full 6-month period of salary continuance will be restored in respect of a subsequent absence(s) due to total disability only if the employee’s initial return to work is followed by a period of regular and continuing attendance at work at least equal to the period of the initial absence. In all other cases of subsequent absence(s) salary continuance entitlement will be limited to the remaining unused balance of the initial 6-month period.

## **16.3 Coordination with Other Benefits**

- (a) If, during any period of absence from work under Article 16.01 or during any period of absence from work under Article 16.02, the employee qualifies for *Workers’ Compensation Act* benefits or for disability benefits under the Canada Pension Plan, or for any similar private or government benefits, the employee will remain entitled to full pay in accordance with Article 16.01 or 16.02(b) as applicable only if all other benefits payments are assigned directly to the University, otherwise the employee’s pay will be reduced by the amount of such benefits.
- (b) It is the employee’s responsibility to report receipt of any such benefits to her supervisor and to Employee Health Services. Failure to do so will be considered misconduct.

## **16.4 Long Term Disability**

- (a) The University agrees to continue to provide a Long Term Disability Plan (the “LTD Plan”), for the duration of this Agreement.
- (b) Participation in the LTD Plan is a condition of employment and each eligible employee will pay, via payroll deduction, 100% of the premium costs of the LTD Plan.
- (c) An employee who has not completed her probationary period is not an eligible employee under the LTD Plan and shall not pay LTD premiums.
- (d) Participation in the LTD Plan and entitlement to any benefit thereunder shall be governed by the terms and conditions set by the LTD Plan Provider.

## **16.5 Return to Work**

- (a) The parties recognize the importance of early and safe return to work and acknowledge their respective roles in facilitating such returns and in accommodating employees in their return to work. The Union and the employees will fully cooperate in the arrangement of any required accommodations.

- (b) In fulfilling its duty to accommodate, the University recognizes its responsibility to make reasonable efforts to provide, at the appropriate time, suitable modified work or available alternate work to employees who are temporarily or permanently unable to return to their regular duties, as a result of an injury or illness. Depending on the circumstances, this may include the modification of work stations, equipment, or elements of the job, in keeping with the employee's medical restrictions and functional abilities, providing that such accommodation does not create undue hardship to the University.

## **ARTICLE 17 – LEAVES OF ABSENCE**

### **17.01 Bereavement**

An employee is entitled to bereavement leave without loss of regular pay and benefits in the event of a death in her family as follows:

- (a) Where the death is of the employee's spouse, common law spouse, same-sex partner, son, daughter, spouse's child, common law spouse's child, step-child, ward, brother, sister, father, or mother, the bereavement leave shall be up to 5 consecutive working days.
- (b) Where the death is of the employee's father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandmother, grandfather, spouse's grandparent, step-mother or step-father, the bereavement leave shall be up to 3 consecutive working days.
- (c) If, during a bereavement leave, attendance at a funeral requires extensive travel, an additional 2 days' leave, may be granted by arrangement with the employee's supervisor to accommodate travel. Such additional leave will not be unreasonably denied.
- (d) If an employee's scheduled vacation is interrupted due to a death of a member of her family, the employee shall be entitled to bereavement leave in accordance with Article 17.01(a) or (b) and the portion of the employee's vacation that is deemed to be bereavement leave will be rescheduled in accordance with Article 18.02, or with the consent of the employee's supervisor the employee's scheduled vacation may be extended by the period of the bereavement leave.

### **17.02 Jury Duty / Court Service**

- (a) Paid leave will be granted to an employee who is required, under summons or subpoena, to serve as a juror or witness in a court proceeding.
- (b) The employee shall provide her immediate supervisor with a copy of the summons or subpoena, which indicates the period of jury duty or witness service required, as soon as possible after receipt of same.
- (c) Any payment received by the employee for service as a juror or as a witness will be assigned directly to the University; otherwise the employee's pay will be reduced by the amount of such payment(s).
- (d) It is the employee's responsibility to report receipt of any such benefits to her supervisor. Failure to do so will be considered misconduct.
- (e) Paid leave shall not be granted when the employee is a party to the court proceeding.

### 17.03 Unpaid Personal Leave

- (a) An unpaid personal leave may be granted for a variety of reasons for a period of up to 12 months at the discretion and the approval of the supervisor and subject to operational requirements. Such requests will not be unreasonably denied. During such leave, the employee may continue to participate in the University benefit plans, provided she pays both the employee and the University benefit plan premiums in advance. An employee may, in circumstances permitted by the Pension Plan, choose to continue to accrue Pensionable Service (as that term is defined in the Pension Plan) during an Unpaid Personal Leave. In such case the employee must elect to do so in writing and must make arrangements to pay her employee contributions for the duration of the leave in advance, in which case, employer contributions to the pension plan will similarly continue.
- (b) Upon return to work from an unpaid personal leave, the employee will resume her prior position so long as the position has not been declared redundant pursuant to Article 20, with full corresponding salary and benefits. If her prior position is declared redundant during her unpaid personal leave, the employee will receive notice under Article 20 at the time of the redundancy but the period of paid notice provided for by Article 20 shall begin at the scheduled conclusion of the employee's Unpaid Personal Leave.

### 17.04 Pregnancy and Parental Leaves and Eligibility

All employees are entitled to pregnancy and parental leaves in accordance with the *Employment Standards Act, 2000* (the "ESA").

For all pregnancy and parental leaves beginning on or after January 1, 2020, the employee shall be entitled to financial benefits, as follows:

#### (a) Financial Benefits - Pregnancy Leave

For each week of leave up to the 11th week, inclusive, the University will pay 95% of the base salary they 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 University will be 95% of base salary they otherwise would have received less the amount of their EIA entitlement.

#### (b) Financial Benefits - Parental Leave

##### (i) OPTION A

For each week of leave up to the 19th week, inclusive, the University will pay 95% of the base salary they 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 University will be 95% of base salary they otherwise would have received less the amount of their EIA entitlement.

OR

##### (ii) OPTION B

For the first 4 weeks of leave, the University will pay 100% of the base salary they otherwise would have received.

(c) It is understood that top-up under Article 17.04(a) and 17.04(b) is calculated based on a standard, not extended, parental leave.

**(d) Pregnancy and Parental Leave Combined**

The total period of eligibility for financial benefits through a combination of pregnancy leave and parental leave is 30 weeks (11+ 19). Subject to Article 17.04(f), below, if an employee takes both pregnancy leave and parental leave for the same child (or children, in the case of multiples), the employee will have the option to elect that the period of eligibility be combined and financial benefits be administered without interruption (i.e. to receive an advance of parental leave benefits).

**(e) Parental Leave Combined With Any Other Statutory Leave**

Subject to Article 17.04(f), below, an employee taking any other statutory leave immediately preceding a parental leave will have the option to elect that the period of eligibility be combined and any financial benefits be administered without interruption (i.e. to receive an "advance" of parental leave benefits).

**(f) Administrative Details Regarding "Advance" of Parental Benefits**

- i. An employee who elects to receive an "advance" of their parental benefits while on another statutory leave of absence will not receive more than 95% of their base salary while in receipt of those benefits;
- ii. If an employee who elects to receive an "advance" of their parental benefits does not ultimately take parental leave in a duration equivalent to the benefits so received, they will be required to repay any excess benefits;
- iii. McMaster is not liable if an employee's choice to elect an "advance" negatively impacts their Employment Insurance benefits.

**(g) Other Benefits**

- (i) An employee who takes a pregnancy and/or parental leave pursuant to this Article 17.04 is entitled to continue to participate in all pension and health benefits plans, as may be applicable, including Extended Health, Dental and Basic Group Life, for the duration of the leave(s), provided the employee continues to contribute his or her normal share of the cost of these benefits, including pension contributions.
- (ii) Any employee wishing to continue participation in any of the Employee-paid benefits, as may be applicable, such as Long-Term Disability (LTD), Optional Life insurance, and Accidental Death & Dismemberment (AD&D) insurance, must notify Human Resources Services of this decision in advance of the commencement of the leave and arrange for the payment (e.g. payroll deduction) of the Employee's normal share of benefit premiums.
- (iii) Vacation shall continue to accrue during all pregnancy and parental leaves.
- (iv) An employee who has unused vacation time when her pregnancy or parental leave commences may take such vacation during the twelve months following the end of the pregnancy or parental leave.
- (v) An eligible employee who commences pregnancy or parental leave during the notice period under Article 20 or 21 may elect to suspend the notice period for

purposes of Article 20 or 21 until the date her leave is scheduled to end, following which the balance of her notice period will resume.

- (vi) Upon return to work from pregnancy and/or parental leave, the employee will resume her prior position so long as the position has not been declared redundant pursuant to Article 20, with full corresponding salary and benefits. If her prior position is declared redundant during her pregnancy and/or parental leave, the employee will receive notice under Article 20 at the time of the redundancy but the period of paid notice provided for by Article 20 shall begin at the scheduled conclusion of the employee's pregnancy or parental leave.
- (vii) An employee's pregnancy or parental leave may overlap the period of an approved Professional Development Leave under Article 23. The unused portion of the Professional Development Leave may be taken immediately following the end of the pregnancy or parental leave, or some other time as mutually agreed. Pregnancy and/or parental leave shall count as "consecutive full time service" for the purposes of Articles 23 (Professional Development Leave).

#### **17.05 Family Medical Leave**

- (a) An employee may take a leave of absence, without pay, for up to 8 weeks to provide care or support to a seriously ill family member. Family Medical Leave shall be taken pursuant to the provisions of Section 49.1 of the ESA.

#### **(b) Financial Benefits**

For each week of leave up to the 8<sup>th</sup> week, inclusive, the University will pay 90% of regular salary, 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 his/her EIA entitlement is less than the EI Max, her weekly payment from the University will be 90% of regular salary less the amount of her EIA entitlement.

#### **(c) Other Benefits**

An employee who takes a Family Medical Leave pursuant to this Article 17.05 shall be entitled to maintain all prescribed benefits as outlined in the ESA.

#### **17.06 Public Service Leave**

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

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

- (i) for election to the Parliament of Canada; leave for the equivalent of up to 30 days;
- (ii) for election to the Legislature of Ontario, leave for the equivalent of up to 30 days;
- (iii) for election to Municipal, Regional or County Office or Board of Education; leave for the equivalent of 5 to 10 days depending upon the nature of the office being sought.

The period of leave in each case need not be taken on consecutive days or necessarily in whole days. Entitlement to a period of leave beyond three campaigns in a 10 year period is subject to the approval of the appropriate Vice-President.

**(b) Election**

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

- (i)** Parliament or Provincial Legislature; leave of absence without pay for a period of up to 5 years;
  - (ii)** Municipal, Regional or County Office or Board of Education; subject to the work requirements of the department, leave of absence for attendance at sittings of the Council or Board. If the length of time involved is significant, such absences will be subject to a pro rata reduction in salary;
  - (iii)** For full-time elected positions, leave of absence, without pay, for a period of up to 5 years.
- (c)** There will be no guarantee that an employee will be returned to his/her former position after expiry of the term of public service. Every attempt will be made to return an employee to a position at the same level and with duties as similar as possible to those of the position occupied prior to the leave of absence. Should this not be possible, the employee will be entitled to severance in accordance with Article 20. The employee, upon return to the University, will retain her original seniority date.
- (d)** Should the employee continue to serve in public office beyond the 5 years referenced in Article 17.06(b), then her employment relationship will be terminated at the end of the 5 year period. In the event of the employee's subsequent return to employment in the bargaining unit after a leave of more than 5 years the employee will be considered to be a 'new hire' for purposes of all entitlements under this Agreement.

**ARTICLE 18 – VACATIONS**

**18.01(i)** Employees shall be entitled to annual paid vacation at their regular rate of pay based on full-time service at June 30 each year. For part-time service vacation time will be appropriately pro-rated. The following schedule shows the vacation entitlement for the current benefit year for full-time service in the most recent 12 months to June 30.

Less than one year (expressed in working days per completed months of service)	1.92 days
1 but less than 17 years' service	23 days
17 but less than 18 years' service	24 days
18 but less than 30 years' service	25 days
30 or more completed years	30 days

**18.01(ii)** Notwithstanding Article 18.01(i), employees on leaves of absence shall accrue vacation pay based on their earnings, subject to Articles 18.01(iii), (iv), and (v).

**18.01(iii)** Supplemental Unemployment Benefits (SUB) received during a pregnancy, parental, or family medical leave shall be deemed to be earnings for the purpose of Article 18.01(ii), and shall be deemed to be earned at 100% of the employee's regular base salary (irrespective of the actual SUB and/or Employment Insurance Benefits received during such leaves).

**18.01(iv)** Salary Continuance received in accordance with Article 16.02 shall be deemed to be earnings for the purposes of Article 18.01(ii).

- 18.01(v)** Notwithstanding Article 18.01(ii)-(iv), an employee will accrue vacation pay at a rate of 100% for up to the first 12 months of a combined pregnancy and parental leave. For any portion of the combined pregnancy and parental leave in excess of 12 months will continue to accrue vacation time but not vacation pay.
- 18.02** All vacation days must be approved by the employee's supervisor, which approval will be subject to operational requirements. Employees must submit vacation requests as far in advance as possible. A scheduling conflict between 2 or more vacation requests from employees will be resolved based on the respective dates on which such requests were submitted.
- 18.03** Vacation days taken must not exceed vacation days earned. For example, on January 1st (half-way through the benefit year) an employee would be eligible for half of her full vacation entitlement. For example, if the full entitlement were 24 days (at June 30), she would be eligible for 12 days on January 1<sup>st</sup> of the same calendar year.
- (a)** Each employee should take her full amount of vacation entitlement within a calendar year. A supervisor and an employee must make every effort to ensure the employee takes her full entitlement of vacation within the calendar year. Notwithstanding the above, carryover of vacation to the following calendar year may occur if:
- (i)** the supervisor grants an employee's request for carryover of up to 5 days or in extraordinary circumstances, up to 10 days; or
  - (ii)** operational necessities identified by the supervisor prevent the scheduling of vacation days.
- (b)** Vacation days carried to a subsequent year will be scheduled at the outset of that year by mutual agreement between the employee and her supervisor.

## **ARTICLE 19 – PAID HOLIDAYS**

- 19.1** Employees are entitled to paid holidays in accordance with the *Holiday Schedule for Salaried Employees* as currently published on the University's Human Resources Services website.
- 19.2** An employee must have approval in writing from her supervisor prior to working on any public or paid holiday.

## **ARTICLE 20 – REDUNDANCY**

- 20.1** A position in the bargaining unit may be declared redundant for *bona fide* operational reasons, including financial/budgetary constraints, loss of funding for the position, elimination of the organizational role, or reduction in volume of work.
- 20.2** Prior to notifying an employee that he/she is subject to a layoff in accordance with Article 20.04 the University will meet with the Union and will inform the Union of the University's intentions including identification of the affected employee(s) and the reason for the redundancy. At this meeting the Parties may discuss and agree to alternative arrangements, including re-assignment, that meet the University's operational needs and eliminate, or limit the impact of, the layoff(s).
- 20.3** When a position is declared redundant that position will not be posted for at least 12 months, without the position first being offered to the redundant employee.
- 20.4** When a position is declared redundant, the employee in that position will be given not less than 3 months' notice of the redundancy, or at the University's discretion compensation in lieu thereof.

- 20.5** If the employee is not reassigned during the notice period, the employment will end at the conclusion of the notice period and the employee will be entitled to a severance payment, in the form of salary continuance, in an amount equivalent to 2 weeks' compensation for each year of employment or part thereof, based on the employee's seniority date, with a minimum payment equivalent to 13 weeks' compensation and a maximum payment equivalent to 52 weeks' compensation. For the purposes of this Article "compensation" shall include: (i) the employee's gross monthly salary immediately preceding the date on which notice of redundancy was issued, subject to all applicable deductions and remittances; (ii) extended health benefits, group life plan participation, dental benefits and, pension plan participation, on the same terms as such plans are offered to all other employees, during the severance pay period; and, (iii) shall not include short and long-term disability plan participation or access to PDA funds.
- 20.6** In the event that a new librarian position is created or an existing librarian position becomes available within 12 months following the declaration of a redundant librarian position, the initial competition for the vacancy will be limited to applications from librarians already holding a continuing librarian position and to applications from the librarian(s) who received notice of redundancy. If, in the judgment of the University Librarian or the Director, Health Sciences Library as applicable, it is believed for good reason that a competition should not be held, she may seek the Union's consent to waive the competition.
- 20.7** If, in the initial competition, no candidate is identified who, in the opinion of the University, possesses the requisite qualifications, skills, ability and relevant experience to perform the duties of the new or vacant position the University may expand the competition in accordance with Article 22.08(c).
- 20.8** An employee who has been given a notice of redundancy, but who subsequently returns to employment in the bargaining unit, shall have previous employment in the bargaining unit recognized for purposes of service-related calculations such as vacation entitlement, seniority, etc. but if the employee is subject to any subsequent redundancy, the severance payment referenced in Article 20.05 shall be calculated based on the employee's service since his/her most recent date of return to the bargaining unit.
- 20.9** In any situation where an employee has been given notice of redundancy, but subsequently returns to employment in the bargaining unit before the completion of the severance pay period, the salary continuance under Article 20.05 shall end and any severance pay previously paid to the employee shall be deducted from any subsequent calculation of severance pay under Article 20.05.
- 20.10** The provisions of Articles 20.01 – 20.05 shall not apply to a probationary employee.
- 20.11** An employee who terminates her employment subsequent to receiving notice of redundancy will be deemed to have abandoned any rights under Articles 20.03 - 20.09.
- 20.12** Termination of an employee's employment as a result of the application of the provisions of this Article 20 shall not constitute a discharge for the purposes of Article 6.07(d) or Article 12.

## **ARTICLE 21 – REORGANIZATION/ RE-ASSIGNMENT**

- 21.1** When positions and/or work are reorganized, positions may be revised to include new and/or different accountabilities. This flexibility will enable the Libraries to optimize the use of human resources.
- 21.2** If there is a reorganization that results in re-assignment requiring an employee(s) to acquire significantly different qualifications or skills, the employee(s) will be informed of the pending change(s) at least 3 months prior to the scheduled re-assignment in a meeting with the employee's supervisor. At this meeting, the employee will be provided with a revised Position Responsibility Statement. The affected employee may agree in writing to accept the change before the end of the

3-month notice period, after having had an opportunity to consult with the Union.

- 21.3** Prior to notifying an employee that he/she will be subject to a re-assignment in accordance with Article 21.02, the University will meet with the Union and will inform the Union of the University's intentions including identification of the affected employee(s) and the reason for the re-assignment. At this meeting the Parties may discuss and agree to alternative arrangements that meet the University's operational needs and eliminate, or limit the impact of, re-assignment.
- 21.4** In the event of a re-assignment under Article 21.02, then not later than 1 month after the meeting referenced in Article 21.02 and following discussion with the employee, the supervisor will finalize a training plan, which will then be implemented. The training plan will include at least 2 scheduled reviews of the employee's performance and progress, which will be provided to the employee in writing. The University will pay 100% of the cost of approved training initiatives.
- 21.5** An employee who is reassigned shall not be subject to any reduction in benefits, rank, salary, or seniority.
- 21.6** An employee subject to re-assignment under Article 21.02 who would be eligible to retire under the terms of the Pension Plan as at the effective date of the re-assignment may choose retirement rather than re-assignment. The employee must advise the University of this decision within 2 weeks following the meeting referenced in Article 21.02.
- 21.7** Within 1 month following a successful retraining period the employee and his/her supervisor will meet to review, and if necessary revise, the employee's goals that were set in the process under Article 24.
- 21.8** If, subsequent to undergoing retraining as provided for in Article 21.04, an employee has been unable to demonstrate to the University the requisite qualifications, skill and ability to fulfill duties and responsibilities of the reassignment, the employee's employment may be severed and the employee shall be entitled to severance pay in accordance with Article 20.05.

## **ARTICLE 22 – APPOINTMENT AND PROMOTION**

### **Appointments**

- 22.1** The minimum qualifications for appointment as a librarian will include a graduate degree from an ALA-accredited school of library and information science or its equivalent.
- 22.2** Librarian appointments in the bargaining unit will be made by the University at one of the following ranks: Librarian I, Librarian II, Librarian III or Librarian IV. The University will consider time on research leave and employment as a librarian at another university library or equivalent experience elsewhere when determining the rank at which a librarian appointment will be made.
- 22.3** At the direction of the University Librarian or the Director, Health Sciences Library, as applicable, the University will strike a search committee, with the ability to make a hiring recommendation to the University Librarian or the Director, Health Sciences Library, as applicable, and that will include:
- (a)** the Supervisor of the posted position, who shall serve as Chair of the search committee;
  - (b)** at least 2 employee(s), provided they have completed their probationary period, and provided the number of employees represents at least one-third of the total number of members on the search committee. Where possible, at least one such employee will be selected based on his/her expertise in the area of the search;

and, depending on the position, that may include:

- (c) other members, such as, without limitation, faculty member(s), and/or representatives from a related funding agency;
- (d) a Human Resources professional may be invited to attend as an ex-officio and to act as a resource, and will not count towards the ratio referenced in 22.03(b) above.

**22.4** Vacancies will be posted for a period of at least 10 working days.

**22.5** The job posting shall include the following information:

- (a) job title, department and description of the position;
- (b) required qualifications, skills, ability, and relevant job experience;
- (c) normally scheduled weekly hours of work;
- (d) the current employment category of the job – *i.e.*: continuing, full-time, part-time, contractually limited, or sessional;
- (e) the anticipated start date for the position;
- (f) closing date of the posting;
- (g) the restriction of applications to current employees, if applicable;
- (h) the position is in the McMaster University Academic Librarians' Association bargaining unit; and,
- (i) the position rank(s) and salary range(s)

**22.6** For posted positions, copies of the current Position Responsibility Statement will be made available to applicants for their review in the appropriate Human Resources Services Area Office.

**22.7** The University may determine that a vacancy which has been posted will not be filled.

**22.8 Application Process**

- (a) Applicants are required to submit an updated *Curriculum Vitae* with their application letter as per the instructions on the posting notice.
- (b) All applications will be considered in confidence.
- (c) All employee applicants to the posted vacancy who may be qualified for the position and who apply within the initial 10 working day posting period will be considered. Subject to the requirements of Article 20.06 employees who, in the opinion of the University, are most qualified will be interviewed first. Subject to the requirements of Article 20.06, after completing any internal interviews, the University retains the discretion to consider and interview external applicants in the selection process, along with the internal employee applicants who have already received interviews, in order to determine who is the best qualified candidate.

**22.9 Selection of Successful Candidate(s)**

- (a) The University will base its selection of the successful applicant to fill a posted vacancy on the applicants' overall qualifications, skill, ability, experience and other criteria/attributes that the University deems relevant for the position. If the selection is to be made from two or more applicants whose qualifications, skill, ability, experience and other relevant criteria/attributes are considered to be equal, the employee with the greater seniority shall be selected.
- (b) The University will notify the successful applicant. The Union will be notified of the name of the successful applicant.
- (c) The successful applicant will receive an offer of employment, which will indicate, among other things:
  - (i) the department or unit in which the appointment is being offered;

- (ii) the name of the immediate supervisor of the position;
- (iii) the rank and salary being offered;
- (iv) the type of appointment being offered;
- (v) the duration of the probationary period, if applicable;
- (vi) reference to documents that provide information about the benefits associated with the position being offered;
- (vii) a statement that the *McMaster University Academic Librarians Association* will be the sole and exclusive bargaining agent for the candidate if he/she accepts the offer of appointment;
- (viii) a statement that the appointment being offered is subject to the terms of this Agreement, along with a reference advising the candidate how he/she can access a copy of this Agreement; and,
- (ix) the date of the commencement of the appointment and where applicable the end date of the appointment.

**22.10** If no suitable candidate is found, the University Librarian or the Director, Health Sciences Library, as applicable, will have the right to cancel or reinstitute the search for a suitable candidate.

**22.11** At the conclusion of the selection process, the University will notify all those interviewed of the conclusion of the competition. Employees who applied and were unsuccessful may request a follow-up meeting with the hiring supervisor for the purpose of receiving feedback on their application.

**22.12** In the event that the position becomes vacant again within 3 months of the hire date, the University may elect to reconsider the original applicants without re-posting the position and will so advise the Union.

**22.13** No employee will be required to accept a position outside of the bargaining unit without that employee's consent.

### Promotions

**22.14** A librarian may apply for promotion once he/she has completed the probationary period, if any. An application for promotion may be made only once in a 12-month period, unless a significant change in position responsibilities has occurred.

**22.15** A librarian who wishes to apply for promotion from one Level to the next will submit an application for promotion either to the University Librarian or the Director, Health Sciences Library, as applicable, and the application will contain the following documentation:

- (i) a brief cover letter outlining the applicant's case for promotion;
- (ii) an updated *Curriculum Vitae*;
- (iii) a reference letter/letter of support from the librarian's current or recent supervisor, which must include a substantive consideration of the applicant's work performance and/or the applicant's 3 most recent performance evaluations;
- (iv) if the applicant chooses to submit them, peer review statement(s); and,
- (v) such other documentation the librarian considers relevant to, or supportive of, his/her application.

**22.16** The University Librarian or the Director, Health Sciences Library, as applicable, may request such additional information from the applicant that he/she deems necessary or relevant to make a decision on the application.

**22.17** In making the decision on the application, the University Librarian or the Director, Health Sciences Library, as applicable, will consult with the librarian's supervisor, with each individual, if any, who submitted a peer review statement, and any other individual who, in the view of the University Librarian or the Director, Health Sciences Library, would have information relevant to the application. In the event that the University Librarian or Director, Health Sciences Library consults

persons other than those submitting documents in the application, the person consulted must submit a written substantive consideration of the merits of the application. Following such consultation, the University Librarian or the Director, Health Sciences Library, as applicable, will discuss the application with the applicant. If the University Librarian or the Director, Health Sciences Library received negative feedback during the course of his/her consultations that he/she considers relevant to the application, that information will be disclosed to the applicant and the applicant will be given an opportunity to respond, before a decision on the application is made.

- 22.18** The decision on the application will be made by the University Librarian or the Director, Health Sciences Library, as applicable, having regard for the criteria set out in the Librarian Classification Level descriptions and will be communicated in writing to the applicant within 45 days of the application being submitted to, and accepted by, the University Librarian or the Director, Health Sciences Library as applicable.
- 22.19** Librarian Classification Level descriptions will be reviewed and published by the University annually on or before the commencement of each salary year and thereafter will be fixed for that salary year. Changes, if any, to the Librarian Classification Level descriptions will be disclosed by the University at LMC meetings and will not become effective until the later of the commencement of the salary year following their disclosure or 6 months following their disclosure. No employee will have her Classification Level reduced as a result of changes to the Classification Level descriptions.
- 22.20** If approved, an employee's promotion will be effective on the date that the University Librarian or the Director of the Health Science Library receives and accepts the application.
- 22.21** If approved, an employee's promotion will involve an increase to his/her base annual salary of at least 5%.
- 22.22** On May 1 of every year the University Librarian and the Director, Health Sciences Library will issue to all members of the bargaining unit an annual report specifying the number of applications for promotion received in the prior 12 months, and indicating the name(s) of the successful applicants.

## **ARTICLE 23 – ORGANIZATIONAL AND PROFESSIONAL DEVELOPMENT**

- 23.1** Employees are encouraged to be proactive and to avail themselves of professional development opportunities that may be of value to their current positions and/or that may facilitate their career progress.

### **Professional Development Allowance**

- 23.2** All continuing employees will be eligible for a Professional Development Allowance ("PDA") each fiscal year (May 1-April 30). Contractually limited employees are not eligible for a PDA.
- 23.3** An employee with a continuing appointment that is part-time will receive a pro-rated PDA.
- 23.4** The PDA will be pro-rated in the first year of employment based on the employee's hire date.
- 23.5** Expenses covered by this allowance must be directly related to the librarian's professional development.
- 23.6** Eligible expenditures must be supported by original receipts or invoices and it is the responsibility of each employee to ensure that expenses to be charged to her PDA account are eligible expenses incurred for her professional development prior to incurring such expenses. Ineligible expenses will not be processed for payment.
- 23.7** In the case of travel expenses charged against the PDA, the policies and procedures in the *McMaster University Travel Expenses Policy and Procedures* will apply. In the case of expenditures for other than travel purposes, signing authority will be in accordance with other applicable University policies.

- 23.8** All goods purchased with PDA funds are and remain the property of McMaster University but are available for the use of the individual employee for professional development activities while the employee is employed by the University. Disposal of such goods is at the discretion of the University Librarian or the Director, Health Sciences Library, as applicable.
- 23.9** PDA accounts will be adjusted to budget on April 30 each year. If a librarian does not spend all of her PDA funds in a given fiscal year the unspent balance will remain available to the employee in the following 2 fiscal years, subject to the limitation that no more than two times the current annual PDA amount will be held in an employee's PDA account at any given time.
- 23.10** Employees may borrow against future PDA funds for up to two years with the approval of the University Librarian or the Director, Health Sciences Library, as applicable. Deficits are to be the first charge against future PDA funds and unspent balances in excess of the maximum carry-forward revert to the University Librarian or the Director, Health Sciences Library, as applicable.
- 23.11** If a librarian ceases to be employed by the University for any reason, any unspent balance of a PDA will revert to the University Librarian or the Director, Health Sciences Library, as applicable.
- 23.12** Any deficit in a librarian's PDA account on the date that the librarian ceases to be employed by the University for any reason will be deducted from any final payment of wages owing to the employee.
- 23.13 Annual PDA Amount:** \$2,325.00

### **Professional Development Leave**

- 23.14** Professional Development Leave is designed to contribute to the professional resources and effectiveness of employees, and to the value of their subsequent service to the University community.
- 23.15** Professional Development Leave may be granted to employees in accordance with the principles outlined in Articles 23.01 and 23.14 above.
- 23.16** Every request for Professional Development Leave under this Article shall be subject to the operational and budgetary feasibility of granting leaves.
- 23.17 Availability and Duration of Leave**

- (a) Short Term Leave:** Short Term Professional Development Leave is available to an eligible employee for a maximum of 4 weeks per fiscal year. This category of leave is intended to provide employees with opportunities to enhance their academic and professional competence.
- (b) Extended Leave:** An Extended Professional Development Leave is available to an eligible employee for a maximum of 52 weeks. After the first 6 years of consecutive full-time service at McMaster University, a full-time librarian is entitled to apply for an Extended Professional Development Leave. A librarian approved for an Extended Professional Development Leave will receive 100% of her regular salary as it existed on the date the leave commences, if such leave is the first such leave in her career as a Librarian at McMaster University; otherwise the leave will be considered a "subsequent" Extended Professional Development Leave and pay for such leave will be in accordance with Article 23.17(c) below.
- (c) Subsequent Extended Professional Development Leave:** After 6 additional years of consecutive full-time service, a full-time Librarian is entitled to apply for a subsequent Extended Professional Development Leave as follows:
- (i)** An Extended Professional Development Leave for 6 months or more, to a

maximum of 52 weeks, paid at 90% of her regular salary as it existed on the date the leave commences. Under this option, leave will usually begin on July 1<sup>st</sup>.

- (ii) An Extended Professional Development Leave for less than 6 months, paid at 100% of her regular salary as it existed on the date the leave commences. Such a leave may begin on either July 1<sup>st</sup> or January 1<sup>st</sup>.
- (d) **Alternative Subsequent Extended Leave:** As an alternative to waiting until the completion of a further 6 years of service, after 3 additional years of consecutive full-time service, a full-time Librarian may apply for a subsequent Extended Professional Development Leave of less than 6 months, paid at 90% of her regular salary as it exists on the date the leave commences. A Librarian choosing the option under this Article 23.17(d) will be eligible for such a leave twice in a seven-year period.
- (e) **Special Leave:** This category of Leave is intended for use by an employee to complete professional activities that are underway when she joins McMaster. In exceptional cases, when an employee may have served less than the required number of years of service, Special Leave may be approved in this category on the same financial conditions described in (c) above. Only 1 such Leave may be approved in any one fiscal year. This Leave, if granted, will be counted as an Extended Professional Development Leave for the purpose of determining an employee's eligibility for a subsequent Extended Professional Development Leave.
- (f) No Librarian will be entitled to more than twelve months of Professional Development Leave in a seven-year period. The first such seven-year period commences on the date of hire as a Librarian.
- (g) Professional Development Leave for a sessional employee will be granted only during the employee's normal working period and the length of the Leave will be a pro-rated portion of the employee's full time equivalent.
- (h) If an employee holds an appointment that is less than full-time, the length of Professional Development Leave will be a pro-rated portion of the employee's full time equivalent.

### 23.18 Application Procedure and Review Mechanism

- (a) Applications for professional development leave will be made in writing. The application will include:
  - (i) the starting and ending date of the proposed leave, and the phasing, if proposed;
  - (ii) an outline of the activity proposed;
  - (iii) a statement of how the proposed activity will benefit the employee, the profession, the Library and/or the University;
  - (iv) a current curriculum vitae;
  - (v) disclosure of any external funding received or applied for in support of the activity; and,
  - (vi) any other information the applicant wishes to be considered.
- (b) Librarians will submit their completed applications to the University Librarian or the Director, Health Sciences Library, as applicable. The University Librarian or the Director, Health Sciences Library will ask the librarian's supervisor for comment on the value of the proposal and the department's operational requirements.
- (c) The University Librarian or the Director, Health Sciences Library, as applicable, will consider each application against the following criteria:
  - (i) the value of the project to the librarian, the Library, the University and the broader library and research community;

- (ii) the Library's operational requirements.
- (d) The University Librarian or Director, Health Sciences Library will communicate its decision to the applicant in writing within a reasonable timeframe.
- (e) Applications may be submitted at any time.

## **ARTICLE 24 – ANNUAL ACTIVITY REPORT. GOAL SETTING AND PERFORMANCE EVALUATION**

- 24.1** For an employee to develop professionally, and for her activities to be evaluated, consideration must be given to the employee's multi-faceted work as a whole. The evaluation process will be undertaken no less than annually on the basis of the employee's Annual Activity Report described in Article 24.06 below.
- 24.2** The Review Year shall be May 1 to April 30.
- 24.3** Continuing employees will participate in the evaluation process in accordance with Articles 24.04 – 24.08. Continuing employees include probationary employees.
- 24.4** Continuing employees hired between January 1 and April 30 shall participate in the evaluation process the following Review Year.
- 24.5 Performance Review Process**
- (a) The diversity of professional interests and expertise among employees requires that they have the freedom to pursue developments and opportunities in self-directed professional service and professional activity. In exercising this freedom the employee will take into account the value of these pursuits to her professional advancement, the Library and the broader library and research community.
  - (b) The evaluation process will involve a meeting or series of meetings between the employee and her supervisor to review:
    - (i) the employee's position-related activities, professional service and professional activity, of the Review Year;
    - (ii) an evaluation of performance measured in the context of goals set for the Review Year; and,
    - (iii) goals for the coming Review Year. The position-related goals must align with the strategic direction of the library as determined by the University Librarian or the Director, Health Sciences Library, as applicable.
  - (c) The employee's Annual Activity Report must be submitted to her supervisor no later than the end of the Review Year (April 30).
  - (d) Once received, the employee's supervisor will provide a written performance evaluation reflecting the supervisor's assessment of the employee's job performance, professional service and professional activity. The employee may respond in writing to the supervisor's comments. This response will be appended to the supervisor's evaluation.
  - (e) The Annual Activity Report will be used both as a working document and a final submission. Changes may be made to the initial Annual Activity Report submitted by the employee as a consequence of discussions between the employee and the supervisor.

- 24.6** The Annual Activity Report submitted by the employee must include the following:
- (a)** A review of the employee's position-related activities during the Review Year in the areas outlined in the Position Responsibility Statement and a self assessment of those activities in the context of goals set for period under review;
  - (c)** A review of the employee's professional service and professional activity during the Review Year and a self assessment of those activities in the context of goals set for the Review Year; and,
  - (d)** A statement of the employee's proposed goals for the coming Review Year in the following areas:
    - (i)** job performance vis-a-vis the employee's Position Responsibility Statement;
    - (ii)** professional service; and
    - (iii)** professional activity.
- 24.7** Employees are invited to submit an up-to-date Curriculum Vitae, peer input, client acknowledgements and similar information as part of the Annual Activity Report.
- 24.8** The supervisor will consider the Annual Activity Report and performance evaluation in determining a recommended Performance Rating. The supervisor will submit the Annual Activity Report and her performance evaluation along with her recommended Performance Rating to the University Librarian or the Director, Health Sciences Library as applicable, who will determine the employee's Performance Rating, and merit pay award, if any, in accordance with Appendix III; in doing so, the University Librarian, or the Director, Health Sciences Library as applicable, may conduct additional consultations with the employee's supervisor and/or other senior leaders as he/she deems appropriate. Performance Ratings will be determined based on the following categories:
- 1:** "unsatisfactory performance";
  - 2:** "marginal performance";
  - 3:** "good performance";
  - 4:** "consistently superior performance"; and,
  - 5:** "consistently outstanding performance".
- 24.9** Once the University Librarian, or the Director, Health Sciences Library as applicable, has signed the performance evaluation and assigned a final Performance Rating and merit pay award, the employee's Annual Activity Report, updated Curriculum Vitae and the supervisor's performance evaluation will be submitted to the appropriate Human Resources Department for inclusion in the employee's personnel file.

## **ARTICLE 25 – POSITION RESPONSIBILITY STATEMENTS**

- 25.1** Librarians provide academic support for the teaching, learning, research and service missions of the University. Librarians collaborate with faculty, staff and students to maintain and enhance the quality of instruction, research, and service. Librarians contribute to the intellectual and cultural life of the University through stewardship of the University's resources and through supportive services. Librarians help foster students' critical thinking about information sources and systems. As information professionals librarians maintain a leadership role among libraries and archives in the province, throughout Canada and internationally.
- 25.2** Each position will have a Position Responsibility Statement. A copy of each Position Responsibility Statement shall be kept on file with Human Resources Services and will be provided to the Union electronically.

- 25.3** Position Responsibility Statements will be developed by the University and will include a statement of responsibilities and reporting structure. Librarian responsibilities will be a combination of position-related responsibilities, professional service, and professional activity. While not stated in the Position Responsibility Statements, the normal distribution among the above 3 activities will be: 75% job responsibilities, 25% professional service and professional activity, combined.
- 25.4** Position Responsibility Statements will be provided to new employees upon their commencement of employment and will be reviewed with them by their supervisor.

## **ARTICLE 26 – BENEFITS**

- 26.1** (a) The Union recognizes the Employer's right to change the provider of the Benefits Plans.
- (b) The terms of the Extended Health Plan, Dental Plan, and Group Life Insurance Program may not be materially changed without the agreement of the Union.

### **26.2 Extended Health Plan**

- (a) The University will continue to pay 100% of the billed rates of premium for all eligible employees participating in the Extended Health Plan, provided by the insurance carrier.
- (b) Subject to 26.01(c), participation in the Extended Health Plan is a condition of employment. Eligible employees who opt for family coverage must enrol their eligible family members before benefits are provided.
- (c) Employees who work less than 17.5 hours per week are not eligible for 100% of premium paid by the University and participation is optional. If the employee opts to participate the employee will be responsible, via payroll deduction, for a pro rata share of the applicable premium amount.

### **26.3 Dental Plan**

- (a) The University will continue to pay 100% of the billed rates of premium for all eligible employees participating in the Dental Plan, provided by the insurance carrier.
- (b) Participation in this program is a condition of employment. However, employees who have coverage through their spouse or who work less than half time may opt not to participate. Eligible employees who opt for family coverage must enrol their eligible family members before benefits are provided.

### **26.4 Group Life Insurance Program**

- (a) The University will continue to pay 100% of the billed rate of premiums for employees for Basic Coverage in accordance with the Group Life Insurance Plan, provided by the insurance carrier.
- (b) Employees may elect to take additional coverage at their own expense in accordance with the provisions and regulations governing optional coverage as specified in the Group Life Insurance Plan provided by the insurance carrier.
- (c) Participation in Basic Coverage under the Group Life Insurance Plan is a condition of employment.
- (d) Group Life Insurance Plan coverage will cease on the earlier of: (i) the date on which the employee ceases to be employed by the University; (ii) December 1<sup>st</sup> in the year the employee reaches age 69; or (iii) the first day of retirement; at which time coverage will

convert to the retiree life insurance benefit.

#### **26.5 Accidental Death and Dismemberment Plan**

The University will continue to make an Accidental Death and Dismemberment Plan available to eligible employees. An employee who elects to participate in the available plan will pay 100% of the billed rate of premium.

#### **26.6 Post-Retirement Benefits**

(a) Subject to Article 26.06(b) and (c), an employee and her eligible dependants at her retirement date are eligible to participate in the then current Extended Health, Dental and Group Life Plans for retired staff, provided:

(i) the employee is eligible to collect and elects to collect an immediate and unreduced pension on the date she retires, or, is eligible to receive and elects to be paid the commuted value of her immediate and unreduced pension on the date she retires. The employee's election must be submitted within 90 days after the retirement date;

(ii) the employee and her eligible dependants are enrolled in the Extended Health, Dental and Group Life Plans for active employees on the day immediately preceding the employee's retirement date; and,

(iii) the employee and her eligible dependants remain eligible to participate in a provincial healthcare plan.

(b) Eligibility for benefits post-retirement is limited to:

(i) employees hired before March 16, 2010;

(ii) employees hired between March 16, 2010 and May 5, 2011, who have at least 10 years of service with the University at the date of retirement; and,

(iii) employees hired after May 5, 2011, in accordance with the terms of Appendix V.

(c) Benefits post-retirement are provided in accordance with the applicable post-retirement benefit plans and, for each eligible retiree, are limited to those benefits in which the retiree participated as an active employee on the day immediately preceding her retirement date.

**26.7** Eligibility for all benefit plans is subject to any additional eligibility requirements set by the insurance carrier.

### **ARTICLE 27 – PENSION AND GROUP RRSP**

**27.1** Subject to Article 27.02, eligible employees shall participate in the *Contributory Pension Plan for Salaried Employees of McMaster University Including McMaster Divinity College, 2000* (the "Pension Plan").

**27.2** Employees hired on or after March 16, 2010, shall participate in the Group Registered Retirement Savings Plan described in Appendix IV.

**27.3** Subject to Article 27.04, the University shall administer the Pension Plan in accordance with the terms and conditions of the Pension Plan text.

27.4 Employee contributions to the Pension Plan shall be in accordance with the Schedule of Employee Contributions set forth in Appendix II.

#### **ARTICLE 28 – UNION ORIENTATION**

28.1 Human Resources Services will provide names of new members of the bargaining unit to the Union President prior to their first day of employment.

#### **28.2 Union Information and Orientation for New Employees**

(a) Each new bargaining unit member will be provided with access to an electronic copy of this Agreement and contact information (name, phone extension and campus address) for her Union Steward and the Union President.

(b) Each new bargaining unit member will be entitled to meet with her Union Steward and/or Union President without loss of regular pay.

#### **ARTICLE 29 – LABOUR/MANAGEMENT COMMITTEE**

29.1 This Committee will review matters of concern, arising from the application of this Agreement but will not discuss any matter related to the specifics of a current grievance.

29.2 The Labour/Management Committee will be composed of at least 2 members of the bargaining unit, of whom one shall be the Union President, or such designate as the President may appoint, and at least 2 representatives of the University, of whom one shall be the University Librarian or the Director, Health Sciences Library, or designate. A quorum will be 4 members, provided that 2 representatives of each Party are present. Each Party will appoint 1 of its Committee members to serve as Co-Chairs; these individuals will be responsible for preparing agenda items and for presiding over meetings on an alternating basis.

29.3 The University and the Union will provide administrative support to the Committee on an alternating basis to circulate notices of meetings and agendas, and to take notes of the meetings. The notes shall consist of action items only.

29.4 The Committee will approve the meeting notes and will post meetings agendas and notes. Agendas will be posted at least 7 days prior to the date of each meeting.

29.5 The Committee, when it reaches a decision to make a recommendation, will forward such recommendation to their respective principles.

29.6 The Committee will meet at least quarterly each calendar year, or more often as may be agreed between the Union and the University. A scheduled meeting shall be cancelled if there are no agenda items. The Parties may also agree to cancel or re-schedule any scheduled meeting.

#### **ARTICLE 30 – COPIES OF THE COLLECTIVE AGREEMENT**

30.1 Within 60 days of ratification, the University will provide an electronic copy of this Agreement to each bargaining unit member.

30.2 The University will provide an electronic copy of this Agreement to each newly hired bargaining unit member upon commencement of her employment.

## **APPENDIX I – TERMINATION/CONVERSION OF CERTAIN BENEFITS**

For those employees who continue to work past the age of 65, the following provisions will apply:

- (i)** The Group Life benefit extends to December 1 of the calendar year in which the employee attains the age of 69, at which point it will convert to the retiree life insurance benefit (\$5000 lump sum policy) for eligible employees.
- (ii)** The LTD coverage ends on June 30 following the date on which the employee turns the age of 65 (less the elimination period). The employee's LTD premium payment will end on this date minus the length of the applicable elimination period (salary continuance). These dates correspond to the current contractual language as it relates to mandatory retirement.
- (iii)** The Out-of-Province Emergency Medical coverage will continue until December 1 of the calendar year in which the employee attains age 69, at which point it will convert to the retiree Out-of-Province Emergency Medical benefit (\$10,000 lifetime) for eligible employees.

**APPENDIX II – PENSION PLAN CONTRIBUTIONS**

The University will increase the employee contribution rates for Librarians under the *Contributory Pension Plan for Salaried Employees of McMaster University Including McMaster Divinity College, 2000* as follows:

		<b>Employee Contribution Rate on Regular Annual Salary</b>	
		<b>Up to YMPE*</b>	<b>In Excess of YMPE</b>
1.	<b>Current</b>	7.00 % of Regular Annual Salary	10.00 % of Regular Annual Salary
2.	<b>Effective October 6, 2019</b>	8.00 % of Regular Annual Salary	11.00 % of Regular Annual Salary

\* “YMPE” – Yearly Maximum Pensionable Earnings

The above noted employee contributions to the *Contributory Pension Plan for Salaried Employees of McMaster University Including McMaster Divinity College, 2000* shall be deducted from employees’ bi-weekly pay.

**APPENDIX III – WAGES**

1. The “Floor” and “Ceiling” amounts for annual salaries in each of the IV Levels shall be as follows:

EFFECTIVE DATE	LEVEL I		LEVEL II		LEVEL III		LEVEL IV	
	Floor	Ceiling	Floor	Ceiling	Floor	Ceiling	Floor	Ceiling
August 1, 2019	\$58,953	\$84,941	\$64,313	\$94,879	\$69,672	\$105,316	\$75,031	\$120,112
August 1, 2020	\$59,838	\$86,216	\$65,278	\$96,303	\$70,718	\$106,896	\$76,157	\$121,914

**NOTE:** Prior to the application of ATB increases in accordance with paragraph 2 of this Appendix III, any salary that is below the applicable Floor on the Effective Date shall be increased to the Floor.

2. Employees shall receive Across-the-Board (“ATB”) increases to their salaries as follows:

Year	ATB Amount	ATB Application Date
Year 1	1.25%	August 1, 2019
Year 2	1.5%	August 1, 2020

**NOTE:**

An individual’s ATB and merit amount to be calculated on their base annual salary as at August 1, and shall not be compounded. The application of ATB increases shall occur after any salary increase in accordance with paragraph 1 of this Appendix III. ATB increases will be applied to base salary before Merit Awards.

**3. Pension Offset**

Effective October 6, 2019, all employees contributing to the Pension Plan as of that date will receive a one-time increase of 1% to their regular base salary, as an offset for the pension contribution increase.

Employees who are at the ceiling for their Level on October 6, 2019 shall receive a one-time lump sum payment equivalent to 1% of their annual base salary, subject to all applicable payroll and statutory deductions.

**4. Merit Program for Librarians:**

The University uses an annual merit award program in conjunction with performance management to provide monetary reward to Librarians in recognition of their prior year’s performance. A merit pay award is allocated based on the employee’s Performance Rating in relation to specific, pre-defined objectives. The components of the merit award program are as follows:

- (i) Subject to (ii) to (vi) below, Librarians who receive a Performance Rating of 3 or better will receive a merit award as part of the annual Performance Evaluation pursuant to Article 24 of the collective agreement. Individual merit awards will be a percentage of base annual salary, as follows:

<b>Performance Rating</b>	<b>Merit Award</b>
3	1.5%
4	2.4%
5	3.0%

- (ii) Merit awards will be applied to base annual salary on August 1, 2019 and August 1, 2020.
- (iii) Merit awards for Librarians who have not held a Librarian position for the full salary year, will be pro-rated to reflect the portion of that salary year for which they were employed in a Librarian position.
- (iv) If the amount of an employee's merit award will cause the employee's base annual salary to exceed the ceiling amount for the employee's Level, the excess shall be paid as a one-time, lump sum.
- (v) The process outlined in Article 24 must be completed in order for a Librarian to be eligible to receive a merit award.
- (vi) Notwithstanding (i) and (v), an employee on leave in accordance with Articles 17.02 (Jury Duty), 17.04 (Pregnancy and Parental Leave) and 17.05 (Family Medical Leave), as of April 30, and who has not submitted the Annual Activity Report, will receive the same Performance Rating as they received in the previous Review Year.
- (vii) Merit awards will be pro-rated based on the period worked in the Review Year, with the exception of leaves taken in accordance with Article 17.04 (Pregnancy and Parental Leave).

## **5. Lump Sum Payments**

All employees who are members of MUALA, and employed on May 27, 2019, will receive a lump sum payment in the gross amount of \$133.00, payable on the August 2, 2019 pay deposit, subject to all applicable payroll and statutory deductions.

## **APPENDIX IV – GROUP REGISTERED RETIREMENT SAVINGS PLAN**

### **ELIGIBILITY**

- Mandatory enrolment for full-time, permanent employees in the McMaster University Academic Librarians' Association ("MUALA") bargaining unit whose initial date of hire is on or after March 16, 2010;
- Mandatory enrolment for full-time employees hired for a period of greater than 12 months in the MUALA bargaining unit whose initial date of hire is on or after March 16, 2010;
- Those full-time employees hired for a period of less than 12 months shall be enrolled on the day, if any, following 12 months of continuous employment.

### **WAITING PERIOD BEFORE ENROLMENT**

- After expiry of probationary period.

### **CONTRIBUTIONS FOR SPECIFIC SITUATIONS**

- Active (regular) employment – Employee deductions at 3.5% of base pay up to the YMPE<sup>3</sup>; 7% of base pay in excess of YMPE and up to 2x the YMPE; and, 10.5% of salary in excess of 2x the YMPE, on a bi-weekly basis ("Required Contributions").
- Employee option to contribute while on pregnancy leave, parental leave, Family Medical leave and WSIB, at the same rate as active employee Required Contribution rates, with University matching contributions based on active employment rules;
- No option for employees to contribute while on Unpaid Leave of Absence or Unpaid Sick Leave;
- Voluntary additional contributions, to the Canada Revenue Agency maximum total annual contribution level ("Voluntary Contributions").

### **UNIVERSITY CONTRIBUTION FORMULA**

- University will match employee Required Contributions; there will be no University match on employee Voluntary Contributions.

### **COVERED PAY**

- Regular base earnings.

### **PAYMENT OF FEES**

- Paid from the Plan.

### **INVESTMENT**

- The employee will have options to invest her Required Contributions, the University's matching contributions, and her Voluntary Contributions through a variety of investment options representing the following bases: (i) conservative; (ii) moderate; and, (iii) aggressive. The amount of the contributions and the performance of the investment will determine the amount accruing to the employee at the point of retirement. As the employee is enrolled in the Group RRSP, the employee will have access to investment information with respect to the investment options.

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<sup>3</sup> YMPE means the year's maximum Pensionable earnings as defined by the Canada Revenue Agency. For 2015, the YMPE is \$53,600.00 and will increase on a calendar basis.

- Employees considering retirement have access to pre-retirement planning seminars.

### **FLEXIBILITY**

In the event that the employee leaves the employ of the University prior to retirement, the employee's portion of the Group RRSP (including employee and Employer contributions to the date of leaving) will be converted to an individual RRSP that the employee takes with them on leaving the University's employment.

**APPENDIX V – POST RETIREMENT BENEFIT CO-PAY PROGRAM**

1. Employees hired on or after May 5, 2011, shall be eligible for post retirement benefits so long as they qualify pursuant to Article 26.06 and:
  - (a) have completed the required years of continuing service as at the date of their retirement in accordance with the table below, and have participated in the extended health and dental benefit plans available to employees during that period; and
  - (b) have attained a minimum age of 60 as at the date of retirement;
2. Upon retirement, eligible retirees may elect to participate or not in the Co-Pay Program. Retirees who elect to participate shall contribute a percentage of the yearly cost of post-retirement benefits to the University, in accordance with the table below. Contributions shall be made on a monthly basis.
3. The yearly cost of post-retirement benefits to the University shall be determined by the University in the fall of each year, to be effective the following May 1. Retirees who elected to participate in the post-retirement benefit plan may permanently opt-out at any time thereafter, effective the first of a month.

<b>Years of Continuing Service Percentage of Yearly Cost</b>	<b>Percentage of Yearly Cost Payable by Retirees</b>	<b>Percentage of Yearly Cost Payable by University</b>
30 or more	25	75
25 or more but less than 30	50	50
20 or more but less than 25	75	25
10 or more but less than 20	100	0

## **APPENDIX VI – ADDITIONS TO EMPLOYEE BENEFITS**

Effective August 1, 2019, the Extended Health, Dental and Optional Life Insurance benefits will be modified as follows:

### **Extended Health:**

- Increase:
  - *Mental Health specialist coverage:* maximum coverage of \$3,000 per person per benefit year in total for services received by registered psychologists, social workers, and psychotherapists.
  - *Hearing Aids coverage:* 80% of the costs of hearing aids prescribed by an ear, nose, and throat specialist, up to a maximum of \$1,500 per person per ear, over a period of 3 benefit years. Repairs are included in the maximum.
- Add:
  - *Continuous Glucose Monitor (CGM):* receivers, transmitters or sensors for persons diagnosed with Type 1 diabetes, up to a combined maximum of \$4,000 per person per benefit year. Sun Life must be provided with a doctor's note confirming the diagnosis.

### **Dental:**

- Add:
  - *Assignment of Dental Claims:* allow assignment of dental claims to the dental office so that Sun Life confirms the amount payable under the McMaster plan and pays the dental office that amount on behalf of the McMaster employee. The Employee will only need to pay the dentist for the difference between the total bill and the amount paid by the McMaster plan. This enhancement will enable a more convenient employee experience.

Note that Sun Life has advised that there are dental offices who do not accept assignment of benefits, they insist that their patients pay for their treatment up-front. In such situations, Employees can continue to submit their dental claim online or through the mobile application and receive their reimbursement within 24 to 48 hours.

- Amend Fee Guide:

“The plan will not cover more than the fee stated in the Dental Association Fee Guide for general practitioners of the province of Ontario, regardless of where the treatment is received.

If services are provided by a board qualified specialist in endodontics, prosthodontics, oral surgery, periodontics, paedodontics or orthodontics whose dental practice is limited to that speciality, then the fee guide approved by the provincial Dental Association for that specialist will be used.”

**Optional Life Insurance:**

- Increase:

- *Insurable annual basic earnings* of \$100,000 multiplied by increments of 25% up to 1000% (increase from 500%) inclusive, subject to the maximum of \$1,000,000 (increase from \$500,000)

**LETTER OF UNDERSTANDING**

**Between McMaster University**

**And**

**McMaster University Academic Librarians' Association**

**Regarding**

**POLICIES AFFECTING TERMS AND CONDITIONS OF EMPLOYMENT**

Subject to Article 4.01(b), University Policies, Directives, Guidelines, Practices and Procedures affecting general terms and conditions of employment that are not specifically mentioned in this document will continue in force unless they are changed by the University. In those cases where there is a conflict between a Policy, Directive, Guideline, Practice or Procedure and this Collective Agreement, the Collective Agreement shall prevail.

The University will advise the Union a minimum of 15 consecutive calendar days prior to changing a Policy affecting terms and conditions of employment. At the Union's request the University will meet with the Union to discuss such policy change(s). The University shall consider the Union's comments in good faith.