

Picketing Protocol Agreement
(Hereinafter referred to as "this Agreement")

BETWEEN

McMASTER UNIVERSITY
(**"the University"**)

and

CANADIAN UNION OF PUBLIC EMPLOYEES /
SYNDICAT CANADIEN DE LA FONCTION PUBLIQUE
LOCAL 3906, UNIT 1
(**"the Union"**)

The parties hereby agree as follows:

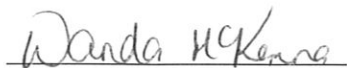
1. The Union and the University (the "Parties") jointly acknowledge that the principles of mutual respect and civility must be maintained, notwithstanding that differences between them, their employees/members and principals, might result in a Work Stoppage. Accordingly, the Parties agree that any form of aggression, disrespect, harassment, violence or otherwise uncivil behaviour during a Work Stoppage will not be tolerated.
2. In conducting informational picketing concerning the labour dispute between the Parties, the Union agrees that such picketing will not delay any vehicle seeking entry to University property for more than 5 minutes in total from the time the vehicle enters a "Staging Area". A "Staging Area" shall be approximately 4 car lengths, in the areas marked in Appendix A.
3. No vehicle shall be prevented from entering a Staging Area unless there are 4 or more vehicles in the Staging Area.
4. Subject to paragraphs 2 and 3, for safety reasons, the Parties agree that the Union will use pylons, and no other obstructions, in a Staging Area to prevent vehicles from entering or exiting a Staging Area.
5. During picket activity, a Staging Area shall be limited to one lane of traffic.
6. The Parties understand that, for reasons of safety, the Hamilton Police Services will not permit a line of vehicles seeking entry to University property to reach certain geographical points, as determined by the Hamilton Police Services. The Union agrees that its picket captains will be made aware of these geographical points.
7. At the McMaster University Main Campus site the Union agrees to picket only at the Staging Areas and specifically agrees not to picket at the Main Street West Entrance of the University.
8. The Union agrees that it will not delay any vehicle exiting University property, from any exit. The University agrees that designated exit lanes will not be used for entry to University property.
9. The Parties agree that access to its Main Campus through the Main Street West Entrance will be limited to the following vehicles, and shall be unobstructed:
 - a. heavy trucks (as defined by the City of Hamilton By-Law);
 - b. emergency vehicles;

- c. Darts Transportation;
 - d. McMaster Security personnel;
 - e. any vehicle involved in providing medical services or in the Shipping and Receiving of supplies to the McMaster University Medical Hospital site;
 - f. McMaster students who live on the Campus in the University's residences provided the vehicles have on display a Residence Identification, including the licence plate number of the vehicle seeking access;
 - g. Any vehicle involved in the Shipping and Receiving of materials essential to the operation of the Nuclear Reactor; and
 - h. Any vehicle having an authorized McMaster Children's Centre identification.
10. For reasons of public safety and the safety of picketers, the University agrees that picketers may, as part of their informational picket, be present on University property only within the Staging Areas and as provided in paragraphs 11 and 12. The Parties acknowledge and agree that this allowance shall not in any way prejudice the University's right to otherwise prohibit any form of picketing on its property or to enforce its rights under the *Trespass to Property Act*, R.S.O. 1990, Chapter T.21.
11. The Union will have space on University property, as reasonably necessary and as approved by the University, for shelters and supplies. The Union agrees to keep such space clean and free of debris.
12. Picketers shall be permitted to use the University's bathroom facilities provided they enter University property without picket signs, leaflets or similar items.
13. Notwithstanding paragraph 10, members of the bargaining unit who are students of the University may access University property as they normally would in their capacity as students.
14. The Union agrees that access to Off Campus Medical Facilities at which University employees work, such as hospitals, medical clinics and laboratories, shall not be restricted by informational pickets.
15. The Parties agree that this agreement is binding upon them, their members/employees, officers and executive, and any of their agents; the Union agrees that if a supporter of the Union causes the Union to be unable to comply with its obligations under this agreement, it shall immediately advise that supporter, in writing, that it's actions are causing the Union to be unable to comply with its obligations under this agreement and that the Union does not support or condone such actions.
16. This agreement shall take effect at 12:01am on the first day of a Work Stoppage by the Union and remain in effect until the end of such Work Stoppage by the Union.

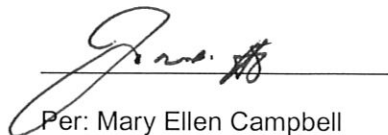
Dated this 15th day of November 2009 at Hamilton Ontario.

Vice President Administration
McMaster University

President CUPE Local 3906



Per: Roger Couldrey



Per: Mary Ellen Campbell



APPENDIX A

Get Google Maps on your phone
Text the word "GMAPS" to 466453





Handwritten initials/signature



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