COLLECTIVE AGREEMENT

Between

McMaster University

and

The International Union of Operating Engineers, Local 772

2014 – 2020
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Collective Agreement

Between

McMaster University
(the “Employer”)

and

IUOE LOCAL 772
(the “Union”)

Representing Operating Engineers
PURPOSE / PREAMBLE

The general purpose of this Agreement is to maintain an orderly collective bargaining relationship between McMaster University and its Employees represented under this Agreement by the International Union of Operating Engineers (IUOE) to ensure the timely handling and disposition of complaints and grievances and to set forth an Agreement covering rate of pay and other working conditions.

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

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

ARTICLE 1 – TERM

1.01 This Agreement shall be effective from the date of ratification by both Parties and shall continue in effect up to and including the 30th day of April 2020.

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

If notice to bargain is given by either Party, the Parties shall meet within 21 days, or as otherwise agreed by the Parties, for the purpose of commencing negotiations.

1.03 For the purpose of sending proper notice herein, the following shall be the addresses of the respective Parties:

University Counsel & Director, Employee/Labour Relations
McMaster University
1280 Main St. West
Hamilton, Ontario, L8S 4L8

International Union of Operating Engineers
Local 772
1030 Upper James St. Suite 401
Hamilton, Ontario, L9C 6X6

1.04 Any notice given under this Agreement shall be deemed given and received as of the business day immediately following the date of mailing.

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all operating engineers and their helpers (such operating engineers and helpers being hereinafter collectively referred to as "the Employees") employed in the Power House and in the campus utilities network of the Employer for the purpose of collective bargaining in respect to rates of pay, hours of work and other working conditions, save and except:

a) the Chief Operating Engineers
b) any individuals who perform managerial duties
c) Employees in other bargaining units for which any trade union holds bargaining rights under the Labour Relations Act
2.02 Persons outside the bargaining unit will not perform work which is normally performed by members of the bargaining unit so as to be the direct cause of a reduction of regular hours, layoff of an Employee, or failure to recall an Employee, except in the cases of:

a) training and experimentation
b) emergencies
c) qualified Employees not being immediately available.

ARTICLE 3 – DEFINITIONS

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

**Agreement**: means the collective agreement between the Parties unless otherwise specifically stated.

**Bargaining Unit**: refers to the bargaining unit as defined in Article 2.

**Business Day**: means Monday to Friday, exclusive of holidays recognized by the University.

**Days**: refers to calendar days unless otherwise specified.

**Employee(s)**: refers to any or all of the Employees in the bargaining unit, except where the context otherwise provides.

**Employer**: refers to McMaster University.

**His/Hers**: masculine shall include the feminine when the context so requires.

**Party**: refers to either McMaster University or the International Union of Operating Engineers, Local 772; together the “Parties”.

**Probationary Period**: the probationary period shall be defined as the first 360 hours worked.

**Steward**: means an Employee who has been duly authorized to represent IUOE, Local 772.

**Union**: refers to the International Union of Operating Engineers, Local 772.

**University**: refers to McMaster University.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union acknowledges the exclusive function of the Employer includes but is not limited to:

- maintain order, discipline and efficiency;

a) hire, direct, classify, transfer, promote, demote, layoff and for just cause, discharge, suspend or otherwise discipline Employees subject to the provisions of this Agreement;

b) establish, enforce, and alter from time to time rules, and regulations, methods and procedures to be observed by Employees. Such rules will be consistent with the provisions of this Agreement, it being understood that any new or modified rule or regulation affecting members of the Bargaining Unit will be discussed with the Union representatives prior to its enforcement; and

c) generally to manage and operate McMaster University.
4.02 The Union also acknowledges that all managerial rights of the Employer shall be reserved to it except to the extent herein expressly limited.

ARTICLE 5 - UNION SECURITY

5.01 During the life of this Agreement, the Employer shall deduct union dues and initiation fee from the wages of each Employee and remit the same, together with the list of names of the Employees from whom the deductions were made, prior to the 15th Business Day following the applicable payroll deposit date, to the Financial Secretary of the Union who shall acknowledge receipt.

5.02 The Union will save the University harmless against any Employee who claims that any of the monies referred to above have been improperly deducted.

5.03 Each Employee will be given a copy of the Collective Agreement by the Employer.

ARTICLE 6 - NO HARASSMENT/ NO DISCRIMINATION

6.01 The Employer recognizes and will not interfere with the rights of Employees to become members of the Union and will not discriminate against, interfere with, restrain or coerce Employees because of membership or non-membership in the Union, or Union activity.

6.02 The Union agrees that neither the Union nor its members will intimidate or coerce Employees into membership, nor will it solicit membership, distribute Union information or hold meetings on Employer property, without the prior approval of Management.

6.03 There shall be no collection of Union dues, assessments or fines nor solicitation of membership in any Union, except as expressly permitted by this Agreement.

6.04 The Employer and the Union and its members will not discriminate against any Employee because of that person’s race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, age, gender identity and gender expression, record of offences, marital status, family status, or disability.

6.05 Sexual Harassment: All Employees covered by this Agreement have a right to freedom from sexual harassment in the workplace. The Employer and the Union are committed to addressing issues of concern relating to sexual harassment that may arise.

6.06 Employment Equity: The Employer and the Union are committed to addressing Employment Equity issues and recognize the need to discuss areas of concern that may arise.

6.07 General Harassment: The Parties agree to foster a harassment free workplace. Workplace harassment means engaging in a course of vexatious comments or conduct against a worker in a workplace that is known or ought reasonably known to be unwelcome.

6.08 Giving direction, or disciplinary action by the Employer is not, in and of itself, harassment.

6.09 The University’s Anti-Discrimination Policy shall apply, including the procedures therein for addressing allegations of harassment or discrimination. The Policy can be found at: http://www.mcmaster.ca/policy/General/HR/
ARTICLE 7 - JOINT WORKING CONDITIONS COMMITTEE

7.01(a) The Union and the Employer acknowledge the mutual benefits to be derived from joint discussion and consultation. This Committee will work to foster effective communications and the development and improvement of ongoing work conditions and work relationships between the Parties and to maintain a spirit of mutual cooperation and respect.

7.01(b) The Committee will review matters of concern, arising from the application of the Agreement. It is understood the criteria may change from time to time as determined by the Committee members.

7.02 The meetings will not be used to discuss matters which are properly a subject of a grievance or collective bargaining.

7.03 The Committee will meet semi-annually or as agreed by the Parties and will consist of 2 Employer representatives and 2 Union selected representatives. The Union shall also select an alternate representative. The Parties shall maintain terms of reference for the Committee that shall include the requirement to produce an agenda presented to each Party 2 Business Days in advance of each meeting. Minutes of each meeting shall be taken by a third Employer representative, signed off by the co-chairs and posted within 10 Business Days following each meeting.

7.04 Employees on the JWCC shall suffer no loss of pay for attendance at any meeting. If a meeting is scheduled and one of the 2 Employees on the JWCC is on his day off, the alternate Employee shall attend provided he is not also on his day off. If an Employee on the JWCC is required to attend a scheduled meeting on his day off, he shall receive pay at his regular hourly rate for a minimum of 2 hours.

ARTICLE 8 - NO STRIKE/NO LOCKOUT

8.01 There shall be no strike or lockout during the term of this Agreement. The words “strike” and “lockout” shall be defined as in the Ontario Labour Relations Act, 1995.

8.02 In the event of a legal strike or lockout by persons represented by another trade union and employed by the Employer, the Employer will meet with representatives of the Union to discuss matters of interest to the Parties, including the maintenance of the effective operation of the University.

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

ARTICLE 9 - HEALTH & SAFETY

9.01 General

(a) The Employer is committed to providing and maintaining healthy and safe working conditions for all Employees. To support this commitment, the Parties acknowledge the respective responsibilities of the Employer, the Union and the Employees in jointly implementing and maintaining an Internal Responsibility System directed at preventing incidents involving occupational injuries and illness and adverse effects upon the natural environment. It is further agreed that the Parties will abide by the provisions of the Occupational Health and Safety Act (OHSA).
(b) The Employer is responsible for the provision of information, training, equipment and resources to maintain the Internal Responsibility System and to ensure compliance with all relevant statutes. The AVP & Chief Facilities Officer, Chief Operating Engineer, etc. are accountable for the safety of Employees who work within their area of jurisdiction and for compliance with statutory and University requirements and the support of the Joint Health and Safety Committee (JHSC).

c) Employees are required to work in compliance with statutory and University requirements and to report unsafe conditions to their Supervisor. No Employee will be disciplined for exercising their right to refuse unsafe work in accordance with the OHSA.

d) The Employer will provide access to First Aid/CPR and re-certification training at no cost to Employees. Training will be held during the workday, where possible. Employees will receive compensated time off to attend these sessions. The Employer shall provide First Aid kits in the workplace.

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

9.02 Health and Safety Committees

(a) The Employer shall continue to maintain a series of JHSCs providing effective coverage for its workplaces and activities.

(b) The Parties recognize the existence of a Central Joint Health and Safety Committee (CJHSC).

(c) The CJHSC will be structured in accordance with the OHSA and its members will have the power and authority specified therein. Terms of reference of the CJHSC will be determined by consensus of the CJHSC.

(d) The Union will elect their worker representative(s) to the JHSC.

(e) Employees, once elected, will be provided with access to the basic certification training program available locally, and unless otherwise agreed to by the Parties, subject to approval of supervision. Approval to attend certification training will not be unreasonably withheld. The Employer agrees to pay the costs for certification training.

(f) Employees will suffer no loss of pay for time required to carry out their responsibilities on both the JHSC and CJHSC.

(g) Should the elected worker representative choose to attend a JHSC meeting or CJHSC meeting on his day off or outside his regularly scheduled hours, he shall receive pay at the applicable overtime rate for all hours. These overtime hours shall not be recorded for the purposes of overtime equalization. Overtime for all other health and safety activities shall be counted for the purposes of overtime equalization.

9.03 Safety Equipment

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

(b) The Employer agrees to provide a voucher to a maximum of $160 per year towards the cost of safety shoes. The foregoing shall be applicable to seniority Employees. Effective May 1, 2016, the Employer agrees to provide a voucher each May 1st towards the purchase of safety shoes
and/or boots to a maximum of $180 for Employees, who are required to wear them in the performance of their duties.

(c) The Employer agrees to pay 100% of the cost of prescription safety glasses (lenses and frames) to a maximum of $300 every 24 months. The foregoing shall be applicable to seniority Employees.

(d) The Employer will provide uniforms at no cost for all Employees and those employed in the Power House will be required to wear such uniforms. Uniforms requiring replacement will be replaced with new uniforms.

(e) Any Employee required to work outside from the months of October to April, inclusive, shall be provided a voucher by the Employer up to $100 for the purchase of insulated coveralls and parka. Effective May 1, 2016, the Employer agrees to provide a voucher each May 1st towards the purchase of insulated coveralls and/or parka up to a maximum of $110 to any Employee required to work outside from the months of October to April, inclusive.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Nothing herein shall prevent an individual Employee from discussing a personal complaint with his immediate supervisor or from presenting a grievance on his own behalf as herein provided.

10.02 It is agreed that a complaint or grievance arising directly between the Employer and the Union regarding interpretation of the Collective Agreement, shall be originated under Stage Two and the time limits set out with respect to that Stage shall appropriately apply. However, it is understood that the provisions of this Article 10.02 may not be used with respect to a complaint or grievance directly affecting an Employee or Employees and that the regular Grievance Procedure shall not be by-passed.

10.03 Should any grievance arise between any Employee and the Employer as to the interpretation, application, administration or alleged violation of this Agreement or as to working conditions, the Employee shall discuss such complaint with his immediate supervisor and an earnest effort will be made to settle such grievance without undue delay. Failing settlement of such complaint by discussion, it will be dealt with in the following manner:

10.04 Stage One. An Employee shall first submit his representations in writing, including the Article(s) of this Agreement, statutory provision(s), and/or any practices alleged to be violated, to the Chief Operating Engineer or his designate, either directly or through his Steward. Any such grievance shall be presented within 10 Business Days of the time when it arose or 5 Business Days from the date of the discussion referenced in Article 10.03, whichever date is earlier.

10.05 Stage Two. If within 5 Business Days from the time such representations at Stage One were presented a decision satisfactory to the Employee is not given, then such Employee may within 5 Business Days after the decision of the Chief Operating Engineer or his designate has been given, or should have been given, present his representations in writing to the AVP & Chief Facilities Officer, or his designate.

10.06 Stage Three. If, within 5 Business Days from the time representations at Stage Two were presented, a decision satisfactory to such Employee is not given, then such Employee may, within 5 Business Days after the decision of the AVP & Chief Facilities Officer or his designate has been given or should have been given, make representations in writing to the Vice-President (Administration) or designate. The Employer shall notify the Employee of the time and place at which they will meet to discuss the matter and at such meeting, the written representations and the decision of the AVP & Chief Facilities Officer, or his designate at Stage Two shall be considered. Every effort will be made to settle such grievance within 10 Business Days from the
date upon which the Vice-President (Administration) received written notice of the matter. The Vice-President (Administration) or designate shall give the decision in writing on behalf of the Employer.

10.07 Time limits may be extended by mutual agreement of the Parties. In the event the Employer does not respond within a timeline, this shall be considered a negative response and the grievor(s) or Steward shall be entitled to move the grievance to the next Stage. In the event the grievor or Union fails to meet a timeline, the grievance shall be considered abandoned, unless the Parties mutually agreed to extend the timelines.

10.08 The Parties agree that a Steward will be allowed time during working hours to investigate a grievance, provided such Steward requests and obtains prior approval from the Employer. Approval will not be unreasonably denied.

ARTICLE 11 - ARBITRATION

11.01 If any grievance relating to the alleged violation of this Agreement, including whether the matter is arbitrable or not, has not been satisfactorily settled pursuant to the provisions of Article 10, the matter may then be referred to Arbitration. The written notice of referral to Arbitration shall be given to the other Party within 5 Business Days from the date on which the response at Stage 3 was given, or should have been given.

11.02 When either Party to this Agreement requests that a grievance be submitted to Arbitration, the Employer and the Union shall select one person as arbitrator to whom such grievance may be submitted for Arbitration.

11.03 The Union and Employer will share equally the fees and expenses of the arbitrator. Employees who are called as witnesses at arbitration hearings 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.

11.04 Each step in the Arbitration procedure shall be taken within the time limits set out in this Article 11, or the matter shall be deemed to have been abandoned. Any and all time limits so fixed may be extended at any time by written agreement.

ARTICLE 12 - DISCHARGE CASES

12.01 The University will not use warnings or reprimands in an Employee’s personnel file that are more than 18 months old, or 24 months in the case of suspensions, unless the Employee has had a subsequent warning for an offence during that period of time.

12.02 The Union will not question the dismissal of any probationary Employee nor shall such dismissal be subject to a grievance.

12.03 A claim by an Employee (other than a probationary Employee) that he has been unjustly discharged will be treated as a grievance if a written statement of such grievance is lodged with the AVP & Chief Facilities Officer, or designate within 5 Business Days after such Employee ceases to work for the Employer.

12.04 Such grievance may be settled under the grievance or arbitration procedure provided by this Agreement, commencing with Stage Two, by:

(a) confirming the Employer's action in dismissing the Employee;
(b) reinstating the Employee with full compensation for time lost, or
(c) by any other arrangement which may be deemed just and equitable in the circumstances.

ARTICLE 13 - HOURS OF WORK

13.01 The regular work week shall begin on Sunday and shall consist of an average of 40 hours a week during the calendar year for each Employee to be worked in accordance with the schedule of operations posted by the Employer from time to time.

13.02 The Employer does not guarantee to provide work for any Employee or to maintain the work week or working hours presently in force.

13.03 Shift changes will be allowed, at the discretion of management, if it does not disrupt the work of the department or incur additional cost or overtime. Management will not arbitrarily withhold permission.

ARTICLE 14 – OVERTIME, CALL OUT AND CALL BACK

Overtime

14.01(a) Subject to Article 14.01(b), an Employee shall be paid at the rate of 1½ times his regular hourly rate for time worked by him:

i. in any day in excess of 8 hours, or 12 hours when employed on a 12-hour operating schedule;

ii. in any work week in excess of 40 hours averaged over a 4-week operating schedule;

iii. on a Saturday; or

iv. on a Sunday;

except where such Employee works such excess hours due to a regular change of shift or mutual agreement with respect to a change of hours or shift.

14.01(b) An Employee shall be paid at the rate of 2 times his regular hourly rate for all hours worked in excess of 8 hours on a Saturday and all overtime hours worked on a Sunday.

14.02 For the purpose of this Article 14, Saturday and Sunday shall be considered to be the 24-hour period commencing with the start of the first shift on each day, respectively.

14.03 An Employee, being asked to work overtime for more than 1 hour on short notice (same day), will be provided with a $12.00 meal allowance.

14.04(a) Subject to Article 14.04(b), overtime assignments shall be offered to Employees in order of overtime accumulation from lowest to highest in accordance with the overtime log, provided such Employees are available and qualified to work such overtime. All hours worked and refused shall be counted towards the accumulation of overtime. Overtime accumulation shall be maintained daily in the overtime log by the Employees and posted monthly in the control room by the Employer.

14.04(b) When a job carries over continuous from regular hours, the Employee performing the job shall have the option of the overtime, subject to the approval of the Employer.

14.05 Employees shall have the option of time off in lieu of overtime payment. Time off shall be taken as mutually agreed between the Employee and the Employer, and only with the prior approval of the Employer. Time off not taken within 6 months shall be paid out, unless otherwise previously agreed with the Employer.
Call Out
14.06 If the Employer calls an Employee to work on a shift for which he was not scheduled and that shift is not on a Sunday, he shall be paid at a rate of 1½ times his regular hourly rate for time actually worked by him with a minimum of 4 hours at such rate. If the Employer calls an Employee to work on a shift for which he was not scheduled and that shift is on a Sunday, he shall be paid at a rate of 2 times his regular hourly rate for time actually worked by him with a minimum of four hours at such rate.

Call Back
14.07(a) If an Employee reports to work on his regular shift and is sent home by his supervisor with instructions to report on a later shift on the same day, he will be paid for all time worked on his regular shift with a minimum of 4 hours at his regular hourly rate.

14.07(b) When the later shift occurs on any day other than Saturday or Sunday, the Employee will be paid at a rate of 1½ times his regular hourly rate for time actually worked by him on his later shift. On Saturday or Sunday, the Employee will be paid at a rate of 2 times his regular hourly rate for time actually worked by him on his later shift.

14.08 The hours worked on a later shift are to be counted as regular hours worked for the purpose of calculating daily and weekly overtime.

14.09 If the Employer makes a shift change due to an Employee's absence that is known to the Employer at least 48 hours in advance, the Employee who is asked to work the shift shall be provided 48 hours notice. Where the Employer fails to provide 48 hours notice of such a shift change, then the Employee so asked to work the shift shall be paid at a rate of 1½ times his regular hourly rate for time actually worked.

ARTICLE 15 – PAID HOLIDAYS

15.01 The following shall be regarded as paid holidays under this Agreement:

- New Year's Day
- The day after New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- The day before Christmas Day
- Christmas Day
- Boxing Day

Effective May 1, 2016, paid holidays under this Agreement shall include Paid Day #1 and Paid Day #2, between December 24 and January 2, inclusive, as scheduled by the Employer in accordance with 15.02(a).
15.02(a) For the 60-month period beginning May 1, 2014, the paid holidays listed in 15.01 above will be observed on the following dates (each an “Observed Holiday”):

<table>
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<th>Year</th>
<th>Month</th>
<th>Date</th>
<th>Holiday</th>
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<tbody>
<tr>
<td>2014</td>
<td>May</td>
<td>19&lt;sup&gt;th&lt;/sup&gt;</td>
<td>Victoria Day</td>
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<tr>
<td></td>
<td>July</td>
<td>1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>Canada Day</td>
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<td>August</td>
<td>4&lt;sup&gt;th&lt;/sup&gt;</td>
<td>Civic Holiday</td>
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<td>September</td>
<td>1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>Labour Day</td>
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<td>October</td>
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<td>The Day after New Year’s Day</td>
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<td>February</td>
<td>16&lt;sup&gt;th&lt;/sup&gt;</td>
<td>Family Day</td>
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<td>April</td>
<td>3&lt;sup&gt;rd&lt;/sup&gt;</td>
<td>Good Friday</td>
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<td>May</td>
<td>18&lt;sup&gt;th&lt;/sup&gt;</td>
<td>Victoria Day</td>
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<td>July</td>
<td>1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>Canada Day</td>
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<td>August</td>
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<td>October</td>
<td>12&lt;sup&gt;th&lt;/sup&gt;</td>
<td>Thanksgiving Day</td>
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<td></td>
<td>December</td>
<td>24&lt;sup&gt;th&lt;/sup&gt;</td>
<td>Day Before Christmas Day</td>
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<td></td>
<td>December</td>
<td>25&lt;sup&gt;th&lt;/sup&gt;</td>
<td>Christmas Day</td>
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<td>December</td>
<td>28&lt;sup&gt;th&lt;/sup&gt;</td>
<td>In Lieu of Boxing Day</td>
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<tr>
<td></td>
<td>December</td>
<td>29&lt;sup&gt;th&lt;/sup&gt;</td>
<td>In Lieu of Day After New Year’s Day</td>
</tr>
<tr>
<td>2016</td>
<td>January</td>
<td>1&lt;sup&gt;st&lt;/sup&gt;</td>
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<td></td>
<td>February</td>
<td>15&lt;sup&gt;th&lt;/sup&gt;</td>
<td>Family Day</td>
</tr>
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<td></td>
<td>March</td>
<td>25&lt;sup&gt;th&lt;/sup&gt;</td>
<td>Good Friday</td>
</tr>
<tr>
<td></td>
<td>May</td>
<td>23&lt;sup&gt;rd&lt;/sup&gt;</td>
<td>Victoria Day</td>
</tr>
<tr>
<td></td>
<td>July</td>
<td>1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>Canada Day</td>
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<tr>
<td></td>
<td>August</td>
<td>1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>Civic Holiday</td>
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<td>5&lt;sup&gt;th&lt;/sup&gt;</td>
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<td></td>
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<td>10&lt;sup&gt;th&lt;/sup&gt;</td>
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<td></td>
<td>December</td>
<td>23&lt;sup&gt;rd&lt;/sup&gt;</td>
<td>In Lieu of the Day Before Christmas</td>
</tr>
<tr>
<td></td>
<td>December</td>
<td>26&lt;sup&gt;th&lt;/sup&gt;</td>
<td>Boxing Day</td>
</tr>
<tr>
<td></td>
<td>December</td>
<td>27&lt;sup&gt;th&lt;/sup&gt;</td>
<td>In Lieu of Christmas Day</td>
</tr>
<tr>
<td></td>
<td>December</td>
<td>28&lt;sup&gt;th&lt;/sup&gt;</td>
<td>Paid Day #1</td>
</tr>
<tr>
<td></td>
<td>December</td>
<td>29&lt;sup&gt;th&lt;/sup&gt;</td>
<td>Paid Day #2</td>
</tr>
<tr>
<td></td>
<td>December</td>
<td>30&lt;sup&gt;th&lt;/sup&gt;</td>
<td>In Lieu of New Year’s Day 2017</td>
</tr>
<tr>
<td>2017</td>
<td>January</td>
<td>2&lt;sup&gt;nd&lt;/sup&gt;</td>
<td>Day After New Year’s Day</td>
</tr>
<tr>
<td></td>
<td>February</td>
<td>20&lt;sup&gt;th&lt;/sup&gt;</td>
<td>Family Day</td>
</tr>
<tr>
<td></td>
<td>April</td>
<td>17&lt;sup&gt;th&lt;/sup&gt;</td>
<td>Good Friday</td>
</tr>
<tr>
<td></td>
<td>May</td>
<td>22&lt;sup&gt;nd&lt;/sup&gt;</td>
<td>Victoria Day</td>
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<tr>
<td></td>
<td>June</td>
<td>30&lt;sup&gt;th&lt;/sup&gt;</td>
<td>Canada Day</td>
</tr>
<tr>
<td></td>
<td>August</td>
<td>7&lt;sup&gt;th&lt;/sup&gt;</td>
<td>Civic Holiday</td>
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<td></td>
<td>September</td>
<td>4&lt;sup&gt;th&lt;/sup&gt;</td>
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<tr>
<td></td>
<td>October</td>
<td>9&lt;sup&gt;th&lt;/sup&gt;</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td></td>
<td>December</td>
<td>25&lt;sup&gt;th&lt;/sup&gt;</td>
<td>Christmas Day</td>
</tr>
</tbody>
</table>
Tuesday December 26th  Boxing Day
Wednesday December 27th  In Lieu of Day Before Christmas Day
Thursday December 28th  Paid Day #1
Friday December 29th  Paid Day #2

2018
Monday January 1st  New Year’s Day
Tuesday January 2nd  Day After New Year’s Day
Monday February 19th  Family Day
Friday March 30th  Good Friday
Monday May 21st  Victoria Day
Monday July 2nd  Canada Day
Monday August 6th  Civic Holiday
Monday September 3rd  Labour Day
Monday October 8th  Thanksgiving Day
Monday December 24th  Day Before Christmas Day
Tuesday December 25th  Christmas Day
Wednesday December 26th  Boxing Day
Thursday December 27th  Paid Day #1
Friday December 28th  Paid Day #2
Monday December 31st  In Lieu of Paid Day #1 2019

2019
Tuesday January 1st  New Year’s Day
Wednesday January 2nd  Day After New Year’s Day
Monday February 18th  Family Day
Friday April 19th  Good Friday

15.02(b) An Observed Holiday shall be considered as commencing at 12 midnight of the day preceding the Observed Holiday and ending 12 midnight on the Observed Holiday.

**Regular Day Off – Employee Does Not Work**

15.03(a) If an Employee is not required to work on an Observed Holiday because it is his regular day off, he shall be paid 8 hours at his regular hourly rate for such Observed Holiday (“Holiday Pay”).

**Regular Day Off – Employee Works**

15.03(b) If an Employee is required to work on an Observed Holiday that is his regular day off, he shall be:

i. paid for the hours so worked at 2 times his regular hourly rate;
ii. paid Holiday Pay; and
iii. granted another day off, without pay, in lieu of his regular day off.

**Regular Scheduled Day**

15.03(c) If an Employee is required to work and actually works on an Observed Holiday, he shall be paid:

i. for the hours so worked at the rate of 1½ times his regular hourly rate; and
ii. Holiday Pay.

15.04(a) Notwithstanding Articles 15.03(a), (b) and (c), no Employee shall be entitled to Holiday Pay for an Observed Holiday if he is absent or did not work a scheduled shift on the day immediately preceding or immediately following the Observed Holiday, if either of these days were days on which he should have reported for duty.
15.04(b) Notwithstanding Article 15.04(a), if an Employee is absent or did not work a scheduled shift on the day immediately preceding or immediately following an Observed Holiday, he will be paid Holiday Pay for the Observed Holiday provided:

i. the absence is due to an illness or accident requiring his absence from work and a doctor's certificate to that effect is submitted by the Employee; and

ii. the Employee has worked in the 30-day period immediately preceding the Observed Holiday.

ARTICLE 16 - VACATIONS

16.01 Employees will be entitled to vacation with pay as follows:

Length of continuous service as at June 30th

<table>
<thead>
<tr>
<th>Length of Continuous Service</th>
<th>Vacation Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 months or less</td>
<td>One day for each full month of service (2% of earnings to date of vacation)</td>
</tr>
<tr>
<td>over 10 months</td>
<td>2 weeks*</td>
</tr>
<tr>
<td>over 4 years</td>
<td>3 weeks*</td>
</tr>
<tr>
<td>over 10 years</td>
<td>4 weeks*</td>
</tr>
<tr>
<td>over 18 years</td>
<td>5 weeks*</td>
</tr>
<tr>
<td>over 30 years</td>
<td>6 weeks*</td>
</tr>
</tbody>
</table>

*with vacation pay at the rate of 2% of previous calendar year earnings (less vacation pay) or 40 hours at regular hourly rate at time of vacation (whichever is greater) for each week of entitlement.

16.02 Such vacations shall be taken at a time convenient to the Employer although the Employer recognizes a preference for the months of June to September, inclusive.

16.03 Vacation schedules will be posted each year on or before the March 30th preceding the vacation period. Within 2 weeks of this date (March 30th) a revised work schedule reflecting vacation arrangements will be posted. After such posting, variations from the schedules will be permitted only under extenuating circumstances that are acceptable to and approved by the AVP & Chief Facilities Officer.

16.04 Such vacations shall be completed before the end of the calendar year and may not be accumulated from one year to the next except when authorized in advance by the AVP & Chief Facilities Officer.

16.05 The Employer will issue an itemized statement of all vacation pay owing and pay out all excess vacation entitlement in accordance with Article 16.01, by the second pay period of May in each calendar year for the previous calendar year.

ARTICLE 17 – SENIORITY

17.01 Seniority hereunder of any Employee (other than a probationary Employee) shall commence with the date of the Employee's employment, provided that if there shall have been a break in service, his seniority shall mean the date of such Employee's last re-entry into employment.

Effective December 1, 2005, seniority hereunder of any new Employee (other than a probationary Employee) shall commence with the date of the Employee's employment with the bargaining unit, provided that if there shall have been a break in service, his seniority shall mean the date of such Employee's last re-entry into employment within the bargaining unit.
A break in service and a termination of employment shall be deemed to have occurred if an Employee:

(a) quits;
(b) is discharged;
(c) is laid off for lack of work for 12 months; or
(d) within 5 days from the day notice is sent by the Employer by registered mail to the Employee’s last known address on record with the Employer, as furnished by the Employee, fails to notify the Employer of his intention to return to work after a layoff within 10 working days from the day such notice is sent or fails to so return;
(e) if his employment is otherwise terminated.

17.02 Layoffs or recalls shall be based on the following factors:

(a) bargaining unit seniority;
(b) skill, competence, efficiency, ability, knowledge and training.

When in the judgment of the Employer, which shall not be exercised in an unfairly discriminating manner, the qualifications in factor (b) are relatively equal as between two or more Employees, seniority shall govern.

17.03 For the purpose of promotion only, plant ticket seniority while in the bargaining unit will apply. Plant ticket seniority will be considered as the earliest date on which the appropriate certificate of qualification was held while in the bargaining unit.

17.04 When a permanent vacancy occurs in the bargaining unit and the Employer deems to fill such vacancy, a notice shall be posted for 7 consecutive days. Applications for such vacancy shall be made in writing within that 7 day period. Applications will be made through the Human Resources Services website.

ARTICLE 18 - SHOP STEWARD

18.01 The Employer will recognize 2 Stewards elected by the Employees whose function will be to assist in the processing of grievances hereunder and in the negotiating of a Collective Agreement or any renewal thereof. With respect to performing such functions, Article 10.08 will apply, with the exception of scheduled Grievance meetings at Stages One, Two, or Three, in which case permission to attend need not be obtained. The Steward shall suffer no loss of pay for time spent performing functions in accordance with this Article 18.01.

18.02 At such time as the Union changes its Steward, it will notify the Employer in writing of such change.

ARTICLE 19 - SICK LEAVE

19.01 Pursuant to the provisions of this Article 19, the University provides Employees with sick leave pay while they are legitimately unable to work due to disability resulting from illness or injury.

19.02 After completion of his probation period an Employee will be credited with 8 hours of sick leave for each calendar month in which he worked a minimum of 80 hours. The accumulation of sick leave hours shall not exceed 720 hours.

19.03 Subject to Articles 19.04, 19.05, 19.07, 19.09, 19.10 and 19.12, provided the absence is due to disability resulting from illness or injury, an Employee who has completed his probation period will
be paid one hour of accumulated sick leave for each hour of absence until the sick leave accumulation is exhausted.

In the event the sick leave accumulation is exhausted prior to the 720\textsuperscript{th} hour, the University will continue to pay 50\% of normal wages until the 720\textsuperscript{th} hour of absence, as applicable under Article 19.07. An Employee's normal wage is his base hourly rate multiplied by the Employee's regularly scheduled hours of work.

19.04 To be eligible to receive sick leave pay in accordance with Article 19.03, an Employee must:

(a) notify his supervisor as early as possible but not later than during the first hour of the first day on which he is absent from work, unless unable due to extreme circumstances, and

(b) provide medical documentation supporting the absence that is satisfactory to the Employer, unless the Employer waives this requirement.

19.05 For the 1\textsuperscript{st}, 2\textsuperscript{nd} and 3\textsuperscript{rd} absences during any one benefit year (i.e. July 1st to June 30th) sick leave pay will be payable from the 1\textsuperscript{st} working day of absence due to illness or non-occupational accident; for the 4\textsuperscript{th} and subsequent absences the sick leave pay will begin on the 3\textsuperscript{rd} working day of absence.

19.06 While receiving 100\% of normal wages an Employee will be required to make his full required contributions to the pension and benefit programs, as applicable.

19.07 **Doctor or Dentist Appointments**

Sick leave pay may be used for visit to Doctor or Dentist for Employees. Time taken will be deducted from the sick bank in full hours (any fraction counts as a full hour) to a maximum of 16 hours in a benefit year (i.e. July 1st to June 30th). Any such time shall not result in overtime, and must be requested with reasonable notice for pre-approval by the supervisor. Hours taken to visit a Doctor or Dentist shall not be counted as absences as outlined in Article 19.08.

19.08 **Medical Evidence**

(a) For absences of less than 10 working days, an Employee may be required to furnish medical evidence signed by the Employee's doctor and confirming the Employee's disability for the period of absence, to be submitted to the Employee's supervisor. This requirement shall not be exercised in an arbitrary or discriminatory manner.

(b) Any absences of 10 working days or greater shall require medical documentation be submitted to the University's Occupational Health Nurse and Occupational Physician.

(c) In the event of a difference of opinion, the Employer may require an Employee to attend a third Independent Medical Examination, at the Employer's expense, by a mutually acceptable physician.

19.09 **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 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 representatives to administer the sick leave program and accommodation process; 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 his Power of Attorney.

19.10 Employee Medical Files

(a) An Employee’s Medical File shall be maintained by the Office of the Occupational Health Nurse and Occupational Health Consultant 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 Office of the Occupational Health Nurse and Occupational Health Consultant 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, his Power of Attorney, or as may be required at law.

19.11 In the case of an absence due to an occupational illness or injury that is subject to a WSIB claim, the Employee will be eligible to receive sick leave payments, subject to available sick bank hours. In the event that the claim is approved by the WSIB, it is understood that any WSIB payments will be assigned directly to the University. Payments under the Employment Insurance Act will not reduce the benefits.

ARTICLE 20 - BENEFITS

20.01 Subject to Article 20.02, Employees are eligible to participate in the Pension Plan for hourly Employees of McMaster University, Extended Health Plan, Dental Plan, Group Life Insurance, Accidental Death and Dismemberment Plan, Tuition Assistance and Bursary Plans as summarized in this Article 20.

20.02 Pension Plan:

(a) Subject to Article 20.02(b), eligible Employees will participate in the Hourly Pension Plan for Employees of McMaster University. The Employer will administer the Plan in accordance with the terms and conditions of the Hourly Pension Plan in effect upon ratification of this Agreement, subject to Appendix A, and the appropriate legislation.

(b) Employees hired on or after December 1, 2008, are not eligible to participate in the Hourly Pension Plan. Such Employees shall participate in the Group Registered Retirement Savings Plan, in accordance with Appendix B.

20.03 Post Retirement Benefits

(a) Subject to Appendix C, those Employees who participate in the Hourly Pension Plan with 10 years or more of service at retirement, who collect a pension immediately upon leaving the University, and who retire, continue to participate in the Extended Health, Dental and Group Life Plans as set out for retiring Employees.
Subject to Appendix C, those Employees who are eligible for the Group RRSP continue to participate in the Extended Health, Dental and Group Life Plans as set out for retiring Employees, provided they:

i) retire at age 60 or older; and
ii) have 10 or more years of service at retirement;

20.04 **Extended Health Plan:** The Employer shall pay 100% of the billed rates of premium for all eligible Employees, for the Extended Health Plan in effect at the date of ratification.

Participation in the Extended Health Care Plan is a condition of employment. Eligible Employees must enrol their eligible family members before benefits are provided.

20.05 **Dental Plan:** The Employer shall pay 100% of the billed rates of premium for all eligible Employees for the Dental Plan in effect at the date of ratification.

Participation in the Dental Plan is a condition of employment. Eligible Employees enroll their eligible family members before benefits are provided. Employees who have coverage through their spouse may opt not to participate.

20.06 **Group Life Insurance Plan:** The Employer will pay 100% of the billed rates of premium for all eligible Employees for Basic Coverage in accordance with the Group Life Insurance Plan in effect at the date of ratification. Participation in the Group Life Insurance Plan is a condition of employment.

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

20.07 **Accidental Death and Dismemberment:** The Employer will continue to make this plan available for eligible Employees. The Employees who elect to participate will pay 100% of the billed rates of premium.

20.08 An Employee on layoff for a period of 13 weeks or less may elect to continue to participate in the Extended Health, Dental and Group Life Insurance Plans, provided he pays the Employee share of the benefit plan premiums in advance.

An Employee on layoff for a period in excess of 13 weeks may elect to continue to participate in the Extended Health, Dental and Group Life Insurance Plans beyond the thirteenth week to a maximum of 1 year from the date of layoff. The Employee will be required to pay both the Employee and the Employer’s portion of the premium for that coverage beyond the 13 weeks.

20.09 The Employer will provide a benefit booklet that describes the coverage under the existing plans. The booklet will be available on the Human Resources Services website, and updated within 3 months of any changes to existing coverage.

20.10 **Tuition Assistance Program:** The Employer encourages Employees to take courses of instruction, particularly those for university credit and those which are directly related to their work.

The Tuition Assistance program is a benefit provided by the Employer. All eligible Employees may participate in this program immediately upon their hire date, in accordance with the Tuition Assistance Policy.

20.11 **Bursary Plan:** The Employer offers bursaries to dependents of eligible Employees who have completed 3 years’ continuous service.
Applicants must meet the academic requirements of the program. The bursary program applies to those degree courses and programs for which the McMaster Board of Governors sets fees.

20.12 When an Employee is required by the Employer to take a course, the full cost associated with the course and wages for all hours attending the course inclusive of travel time if not on McMaster campus, such travel time to be pre-approved, shall be paid by the Employer.

ARTICLE 21 – JURY DUTY

21.01 The Employer shall pay to any Employee who may be required to serve as a juror, or a crown witness, in any court of law the difference, if any, between the amount paid to him for his jury service and the amount he would have received for services normally rendered to the Employer during the same period of time.

ARTICLE 22 – BEREAVEMENT PAY

22.01(a) An Employee shall be entitled to a maximum of 5 consecutive working days (a maximum of 40 hours) at the regular rate of pay for the purpose of arranging and attending the funeral of his immediate family. Immediate family shall be defined as: spouse, same sex partner, common law spouse, son, daughter, mother, father, step-parents, step-children, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchild, daughter-in-law, and son-in-law.

22.01(b) An Employee shall be entitled to a leave of absence with pay, to a maximum of 1 working day, in the event of the death of the Employee’s spouse’s grandparent.

22.02 An Employee who needs to travel out of the country for the purpose of attending the funeral will be granted an additional 3 consecutive unpaid days.

22.03 If bereavement leave is required in the event of the death of a person significant to the Employee and not specifically named in Article 22.01(a) or (b), it may be granted up to a maximum of 1 day without loss of regular pay or benefits, by arrangement with the Employee’s Supervisor. Such request will not be unreasonably denied.

ARTICLE 23 - PREGNANCY LEAVE/PARENTAL LEAVE

23.01 The Employer will provide Pregnancy/Parental Leave as per the provisions of the Employment Standards Act, 2000.

ARTICLE 24 - INTERPRETATION

24.01 Where, in the application or interpretation of this Agreement and the Technical Standards and Safety Act, 2000 (the “TSSA”) as amended and any regulations made thereunder there is a conflict, the TSSA shall govern.

24.02 The Employer, the Union and the Employees shall abide by the TSSA as amended and any regulations made from time to time thereunder.
ARTICLE 25 - LEAVE OF ABSENCE

25.01 The Employer shall grant without pay, a leave of absence for up to 2 Employees to a maximum of 5 days each calendar year to attend union business not associated with the Agreement.

25.02 Employees will be granted one Personal Leave Day with pay and with no loss of benefits or seniority, each calendar year, scheduled at a time mutually agreeable to the Employee and his Supervisor. In extenuating circumstances, the Personal Leave Day may be granted by the Supervisor on the same day that it is requested. Approval for a requested Personal Leave Day shall not be unreasonably denied.


25.04 Employees shall be granted up to 30 days unpaid personal leave when requested in writing and approved by the Employer. Such approval shall not be unreasonably withheld.

ARTICLE 26 – WAGES

26.01 The hourly wage rates shall be as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Effective Date</th>
<th>Current</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>May 1/16</td>
<td>May 1/17</td>
<td>May 1/18</td>
<td>July 15/18</td>
<td>May 1/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operations &amp; Relief</td>
<td>Pension</td>
<td>$34.90</td>
<td>$34.90</td>
<td>$34.90</td>
<td>$36.30</td>
<td>$37.75</td>
<td>$39.45</td>
<td>$39.81</td>
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<tr>
<td></td>
<td>RRSP</td>
<td>$34.90</td>
<td>$34.90</td>
<td>$34.90</td>
<td>$36.30</td>
<td>$37.75</td>
<td>$39.45</td>
<td>$39.45</td>
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<tr>
<td>2nd Class Engineer</td>
<td>Pension</td>
<td>$32.95</td>
<td>$32.95</td>
<td>$32.95</td>
<td>$34.27</td>
<td>$35.64</td>
<td>$37.24</td>
<td>$37.58</td>
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<tr>
<td></td>
<td>RRSP</td>
<td>$32.95</td>
<td>$32.95</td>
<td>$32.95</td>
<td>$34.27</td>
<td>$35.64</td>
<td>$37.24</td>
<td>$37.24</td>
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<td>3rd Class Engineer</td>
<td>Pension</td>
<td>$31.65</td>
<td>$31.65</td>
<td>$31.65</td>
<td>$32.12</td>
<td>$32.60</td>
<td>$33.25</td>
<td>$33.55</td>
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<tr>
<td></td>
<td>RRSP</td>
<td>$31.65</td>
<td>$31.65</td>
<td>$31.65</td>
<td>$32.12</td>
<td>$32.60</td>
<td>$33.25</td>
<td>$33.25</td>
</tr>
<tr>
<td>4th Class Engineer</td>
<td>RRSP</td>
<td>$24.02</td>
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<tr>
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<td>Apprentice 1</td>
<td>N/A</td>
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<td>$12.50</td>
<td>$15.00</td>
<td>$15.00</td>
<td>$15.00</td>
<td>$15.00</td>
</tr>
</tbody>
</table>

Such wages shall be paid by direct bank deposit to Employees’ designated bank accounts every 2nd Friday.

26.02 Where there is a shortage of pay of more than $100 on an Employee’s payroll deposit, the Employer shall account for such shortage within 3 days. Where there is shortage or an overage of pay up to $100 on an Employee’s payroll deposit, the Employer shall account for such shortage or overage on the next pay deposit.

Shift Premium

26.03 From the date of ratification up to and including April 30, 2015, Employees will be paid a shift premium of 85 cents per hour for all hours worked between 3:00 p.m. and 7:00 a.m. Effective May 1, 2015, Employees will be paid a shift premium of $1.50 per hour for all hours worked between 7:00 p.m. and 7:00 a.m.

Lead Hand Premium
26.04 When a Lead Hand is appointed by the Chief Operating Engineer, he will be paid a Lead Hand premium of $1.00 per hour.

Certificate Renewals
26.05 The University will reimburse the costs of certificate renewals annually for each Employee in respect of Industrial Maintenance Technician (IMT) McMaster University and Operating Engineer’s certificates.

Maintenance Premium
26.06 Employees in the 3rd Class Operating Engineer classification shall be paid a maintenance premium of 6% per hour for each hour in which he is assigned to work on a maintenance shift, which is worked from Monday to Friday 8:00 a.m. to 4:30 p.m. and that is worked outside of the regular shift schedule.

Skilled Workers Adjustment
26.07 On the 2nd regular payroll deposit date following the date of ratification all Employees in the bargaining unit shall be paid a one-time lump sum Skilled Workers Adjustment in the gross amount of $2,000.00, subject to all applicable statutory deductions and remittances.

All Employees in the bargaining unit on May 1, 2015, shall be paid a one-time lump sum Skilled Workers Adjustment in the gross amount of $2,000.00, subject to all applicable statutory deductions and remittances. This amount will be paid by direct deposit on the second regular pay date following May 1, 2015.
DATED AT Hamilton, Ontario, this 28th day of November, 2014

Dr. Mohamed Attalla  
Assistant Vice-President, Facility Services

Joe Emerson  
Chief Operating Engineer

Patrick Burke  
Residence Mechanical Specialist

Geoff Tierney  
University Counsel & Director, Employee/Labour Relations

Andrianna Timperio  
Advisor, Employee/Labour Relations

Greg Hoath  
Business Manager, IUOE Local 772

Curtis Dinsmore  
Union Bargaining Team Member

Scott Bennett  
Union Bargaining Team Member
Appendix A – Employee Contributions to the Hourly Pension Plan

Employees eligible to participate in the Hourly Pension Plan for Employees of McMaster University in accordance with Article 20.02 shall make Employee Contributions to the Plan in accordance with the following table:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Employee Contribution Rate on Regular Annual Salary</th>
<th>Employee Contribution Rate on Regular Annual Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to YMPE*</td>
<td>6.50% of wage rate</td>
<td>8.75% of wage rate</td>
</tr>
<tr>
<td>Effective Feb 16, 2014</td>
<td>7.0% of wage rate</td>
<td>10.0% of wage rate</td>
</tr>
<tr>
<td>Effective July 15, 2018</td>
<td>7.0% of wage rate</td>
<td>10.0% of wage rate</td>
</tr>
</tbody>
</table>

* YMPE means the year's maximum pensionable earnings as defined by the Canada Revenue Agency. For 2014, YMPE is $52,500.00, and will increase on a calendar basis.

Such Employee Contributions shall be automatically deducted from Employees’ bi-weekly pay.
Appendix B - Group Registered Retirement Savings Plan
IUOE Operating Engineers

ELIGIBILITY

• Mandatory enrolment for full-time Employees in the Operating Engineers Bargaining Unit whose initial date of hire is on or after December 1, 2008;

WAITING PERIOD BEFORE ENROLMENT

• After expiry of probationary period.

CONTRIBUTIONS FOR SPECIFIC SITUATIONS

• Active (regular) employment – Employee deductions of 3.5% on base pay up to the YMPE\(^1\) and 5% of base pay above the YMPE, on a biweekly 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 Employer 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").

EMPLOYER CONTRIBUTION FORMULA

• Matching Employee Required Contributions, no 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 theirs and the Employer’s matching contributions, and Voluntary Contributions, through a variety of investment options representing the following bases: conservative, moderate and 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.
• Employees considering retirement have access to pre-retirement planning seminars.

FLEXIBILITY

In the event that the Employee leaves the employ of the University, 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.

\(^1\)YMPE means the year’s maximum pensionable earnings as defined by the Canada Revenue Agency. For 2014, YMPE is $52,500, and will increase on a calendar basis.
Appendix C - Post Retirement Benefit Co-Pay Program
(the “Co-Pay Program”)

Employees hired on or after March 1, 2010, shall be eligible for post retirement benefits so long as they:

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;
b. have attained the Rule of 80 or age 65 as at the date of retirement; and
c. collect an immediate annuity, whether reduced or unreduced, upon retirement.

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.

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 elect to participate may permanently opt-out at any time thereafter, effective the first of a month.

<table>
<thead>
<tr>
<th>Years of Continuing Service</th>
<th>Percentage of Yearly Cost Payable by Retirees</th>
<th>Percentage of Yearly Cost Payable by University</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 or more</td>
<td>25</td>
<td>75</td>
</tr>
<tr>
<td>25 or more but less than 30</td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>20 or more but less than 25</td>
<td>75</td>
<td>25</td>
</tr>
<tr>
<td>10 or more but less than 20</td>
<td>100</td>
<td>0</td>
</tr>
</tbody>
</table>
LETTERS OF UNDERSTANDING

Re: Acting Chief Operating Engineer

In the event that the Chief Operating Engineer is absent, and the Employer decides to assign a bargaining unit member as Acting Chief Engineer under the Technical Standards and Safety Act, 2000, the Employer shall notify the qualified members of the bargaining unit that usually work the campus rotation for which an Acting Chief Operating Engineer is required. The most senior qualified member that volunteers will be assigned.

If there is no volunteer from the Employees for that usually work the campus rotation for which an Acting Chief Operating Engineer is required, then the Employer may offer the role of Acting Chief Operating Engineer to qualified Employees on a seniority basis.

If there is no volunteer from the bargaining unit, then the Employer may assign the most junior Employee. The University will not exercise this option unless legally obligated to do so and after exhausting all other alternatives.

A member of the bargaining unit assigned to be Acting Chief Operating Engineer shall have the same work schedule as the Chief Operating Engineer. Upon completing his assignment as Acting Chief Operating Engineer, the member of the bargaining unit shall return to his regular schedule unless he agrees otherwise with the Employer.

Effective May 1, 2014 to and including April 30, 2016, the Acting Chief Operating Engineer will be paid a premium of $2.00 per hour for hours worked as Chief Operating Engineer. Effective May 1, 2016, the Acting Chief Operating Engineer will be paid a premium of 10% of the regular wage rate of his classification for each hour worked as Acting Chief Operating Engineer. The Employee assigned as Acting Chief Operating Engineer will not suffer any loss of pay normally earned had they worked their regular schedule.

An Acting Chief Operating Engineer is a member of the bargaining unit and shall not exercise managerial functions of a labour relations nature. Instead, issues of a labour relations nature will be referred to the Director, Maintenance Services, Facility Services.

This Letter of Understanding is part of the Collective Agreement and is enforceable as such.

Re: Anti–Discrimination Policy Article 6.09

It is understood that the University’s Anti-Discrimination Policy is subject to revision from time to time in the sole discretion of the University.

In the event the University’s Anti-Discrimination Policy is revised during the life of this Agreement, any such revisions shall apply accordingly.
Re: Apprenticeship Program for Operating Engineers

The University and the Union recognize the mutual benefit of a training program for individuals pursuing a career as an Operating/Power Engineer and who require on-the-job training and experience.

The University is committed to collaborating with the Union to provide a government subsidized Apprenticeship Program. With this in mind, pending establishment of a government subsidized program the Parties have agreed in the interim to implement a non-subsidized apprenticeship program (the “Program”), having the following terms:

**General Terms**

1. The 27-month program will be established at McMaster University in the Power House for the purpose of training apprentices following their successful completion of a post-secondary certificate as an Operating Engineer.

2. The University will have sole discretion in selecting applicants into the Program. This recruitment and selection process is not subject to the Job Posting procedures under Article 17.04 of the CBA.

3. At the discretion of the University, the duration of the Program may be shortened if the Apprentice successfully completes the requirement of the Program earlier than the 27-month period and is hired by McMaster University as an Operating Engineer.

4. The University and the Union will meet as required for the purpose of reviewing and evaluating the Program.

5. The Program will terminate with the expiry of the CBA.

**Terms of Employment**

6. The successful applicant will be classified as an “Apprentice” and will be a member of the bargaining unit. Apprentices are entitled to all conditions, rights and privileges under the CBA except the following:
   a. Article 10 – Grievance Procedure
   b. Article 11 – Arbitration
   c. Article 12 – Discharge Cases
   d. Article 18 – Shop Steward
   e. Article 19 - Sick Leave
   f. Article 20 - Welfare Benefits
   g. Article 22 - Bereavement Leave
   h. Article 25 - Leave of Absence, and
   i. Article 26.04 - Certificate Renewals

7. An Apprentice will be scheduled for up to 40 hours per week in accordance with the regular shift schedule.

8. Overtime assignments shall only be offered to Apprentices after Employees in non-Apprentice classifications have been offered and declined the overtime assignment.
9. Within 27 months, Apprentices will be required to successfully complete the 3rd Class Operating Engineers Examination and Training Program as recommended by the Technical Standards and Safety Authority. The Program will be broken out into two sections.

   a. **Section 1** will be the first 12 month period. Apprentices will be required to complete all exams for the 4th class certificate within this time period. Apprentices will be paid as Apprentice 1 pursuant to article 26.01 during Section 1 of the Program. Apprentices shall provide documentation of their successful completion of 4th class exams throughout Section 1.

   b. **Upon successful completion of the 4th class exams, Apprentices shall enter Section 2 of the Program.** Section 2 will be the remaining 15 month period. Apprentices will be required to complete all exams for the 3rd class certificate within this time period. Apprentices will be paid as Apprentice 2 pursuant to article 26.01 during Section 2 of the Program. Apprentices shall provide documentation of their successful completion of 3rd class exams throughout Section 2.

If the Apprentice fails to provide documentation of their successful completion of exams, they will be terminated. Such a termination is not grievable.

10. An Apprentice who has successfully completed the Program and receives an Operating Engineer certificate, and who is the successful job applicant to an Operating Engineer position at the University, shall be entitled to seniority retroactive to the date on which they were initially employed as an Apprentice under this Program.

11. At the sole discretion of the University, it may terminate an Apprentice at any time during the Program. Should it be necessary to terminate the employment of an Apprentice prior to the completion of the Program the University will notify the Union accordingly.

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**Re: Co-Gen**

If the Employer will be introducing co-gen, the parties agree to meet to discuss the issues. This Letter of Understanding is part of the Collective Agreement and is enforceable as such.

**Re: Contracting Out**

Notwithstanding Article 13.02 of the Collective Agreement: the Employer agrees that during the term of this Collective Agreement, Employees in the bargaining unit shall not be laid off or have their regular work week reduced while the Employer simultaneously contracts out work which such Employees are qualified to perform.

**Re: Valid IMT McMaster University Certificate**

During the term of this Agreement the University will pay a $0.25 per hourly premium to all employees who hold and maintain a valid IMT McMaster University certificate. This premium will not be added to the hourly rate but will be paid at the end of each 3 month period by a lump sum in the amount of $130.00.
Re: Operations & Relief

In the event Doug Dick (Operations & Relief) retires during the term of the current Agreement, the University will consult with the Union at JWCC regarding the University’s on-going operational needs as they relate to his position. If the University deems it necessary to hire an individual to perform work requiring an Engineer’s certificate, it will post in accordance with Article 17.04 and such individual once hired shall be a member of this Bargaining Unit. Currently the University anticipates that it will require such an individual.

Re: Pension Plan

The Employer will provide for annual pension statements to be sent to members of the bargaining unit and will allow a member of the bargaining unit to attend hourly pension plan committee meetings.

Re: Retention Program

The University acknowledges that certain employees in the bargaining unit have attained their Special Retirement Date (i.e. Rule of 80 date), which allows them to retire and collect an unreduced pension in accordance with the terms of the Contributory Pension Plan for Hourly-Rated Employees of McMaster University (the “Pension Plan”). For retention and planning purposes, the Parties agree to the terms of a Retention Program (the “Program”), as set out in this letter. It is understood that the Program shall expire on April 29, 2019.

1. The following Employees shall each be an “Eligible Employee” for the purposes of the Program: Doug Dick, Dave Cowden, Ron Moroz, and Carl Sterback.

2. Subject to paragraphs 3, 4 and 5, an Eligible Employee retiring in accordance with the Program is entitled to receive:

   (i) a monthly pension in accordance with the terms of the Pension Plan;

   (ii) retiree benefits in accordance with Article 20.02(c); and

   (iii) a one-time lump sum retiring allowance in the gross amount of $30,000, payable on the second regular pay date following the Eligible Employee's "Date of Retirement" as defined in paragraph 5;

3. All payments made in accordance with paragraph 2 are subject to all applicable statutory deductions and remittances;

4. An Eligible Employee must provide the AVP & Chief Facilities Officer with 6 months written notice of his participation in the Program. Participation shall be limited to one Eligible Employee, unless otherwise agreed by the Employer, per year on June 1st. Participation shall be governed by seniority.

5. Once receipt of an Eligible Employee's written notice is acknowledged by the AVP & Chief Facilities Officer, the Eligible Employee's decision to participate in the Program and to retire on the next June 1st (the “Date of Retirement”) is irrevocable.
Re: Storm Emergency

It is understood that Employees are defined as essential services by the University’s Storm Emergency Policy (the “Policy”). The Policy applies to Employees in the Bargaining Unit except as may be inconsistent with the following.

When the University announces it is “closed” due to a storm emergency in accordance with the Policy, then Employees who are scheduled to work during the “closed” period shall be given the option of:

i. Being paid at 2 times their regular hourly rate for hours worked during the “closed” period and shall not be entitled to any time off in lieu. Any overtime hours worked during the “closed” period shall be paid at 2½ times their regular hourly rate, or

ii. Being paid at their regular rate of pay for hours worked during the “closed” period, and shall be entitled to time off at a later date in lieu. Such time off in lieu shall be taken within 6 months of the “closed” period. Any overtime hours worked during the “closed” period shall be paid in accordance with Article 14 of the Collection Agreement.

The University will confirm the “closure” period to Employees for purposes of submitting payroll time sheets.

Re: Vision Coverage

Effective May 1, 2015, the Extended Health Care benefit plan shall be amended to reflect an increase to vision coverage for prescription eyeglasses or contact lenses from $300 to $350 per person every 24 months as a rolling benefit.