

**Collective Agreement
Between
McMaster University
(the “Employer”)**

and

**IUOE LOCAL 772
(the “Union”)
Representing Operating Engineers**

Expiry Date: April 30, 2024

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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.

The Parties recognize and acknowledge that McMaster University is located on the traditional territories of the Mississauga and Haudenosaunee nations, and within the lands protected by the “Dish With One Spoon” Wampum agreement.

ARTICLE 1 – TERM

1.01 This Agreement shall be effective from the later of May 1, 2020, or the date of ratification by both Parties, and shall continue in effect up to and including the 30th day of April 2024.

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:

Executive 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 or having refused overtime.

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.

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 420 hours worked, except where the candidate has no post-college experience, in which case it shall be defined as the first 1440 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 No Discrimination

The Parties agree that there will be no discrimination, interference, restrictions, coercion, or intimidation exercised on or practised by the Employer 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, political or religious affiliation, race, receipt of public assistance, record of offences, gender, gender identity, gender expression, sexual orientation, same sex partnership, nor by reason of membership or non-membership or activity or lack of activity in the Union, nor by any other ground prohibited by the Ontario Human Rights Code.

6.05 Respectful Workplace

The Parties agree that all Employees shall be entitled to a respectful workplace free of discrimination, sexual harassment and workplace harassment. The University's policies on these topics apply, including: the Discrimination and Harassment Policy, the Sexual Violence Policy, and the Violence in the Workplace Policy.

6.06 **Employment Equity:** The parties affirm that Employment Equity is a key part of progress towards inclusivity in the employment relationship and that the hiring process shall reflect this affirmation. The University encourages applications from all qualified candidates including women, persons with disabilities, First Nations, Métis and Inuit persons, visible minorities, members of racialized communities and LGBTQ+ identified persons.

6.07 Workplace Harassment means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome; or workplace sexual harassment.

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

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 their day off, the alternate Employee shall attend provided they are not also on their day off. If an Employee on the JWCC is required to attend a scheduled meeting on their day off, they shall receive pay at their 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) McMaster University is 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 programs established by the University. To support this commitment, both McMaster University and its Employees 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 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.
- (c) Employees are required to work in compliance with statutory and University requirements and to report injuries, incidents and hazardous situations 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 and without loss of pay. 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. There shall be at least the same number of worker members as management members at the CJHSC meetings.
- (d) The Union will elect their worker representative(s) to the JHSC.
- (e) The Employer agrees to pay the costs for certification training for Employees who are appointed to a JHSC or a CJHSC and who are required under the OHSA to attend such 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 their day off or outside their regularly scheduled hours, they 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 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.
- (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) 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 their immediate supervisor or from presenting a grievance on their 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 their 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 their 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 their designate, either directly or through their 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 their designate has been given, or should have been given, present their representations in writing to the AVP & Chief Facilities Officer, or their 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 their 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 their 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 their regular hourly rate for time worked by them:
- 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 their 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 with less than 4 hours notice prior to a shift or for the continuation of a shift will be provided with a \$14.00 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 they were not scheduled and that shift is not on a Sunday, they shall be paid at a rate of 1½ times their regular hourly rate for time actually worked by them with a minimum of 4 hours at such rate. If the Employer calls an Employee to work on a shift for which they was not scheduled and that shift is on a Sunday, they shall be paid at a rate of 2 times their regular hourly rate for time actually worked by them with a minimum of four hours at such rate.

Call Back

- 14.07(a) If an Employee reports to work on their regular shift and is sent home by their supervisor with instructions to report on a later shift on the same day, they will be paid for all time worked on their regular shift with a minimum of 4 hours at their 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 their regular hourly rate for time actually worked by them on their later shift. On Saturday or Sunday, the Employee will be paid at a rate of 2 times their regular hourly rate for time actually worked by them on their 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 1 ½ times their 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 (January 2)
 Family Day
 Good Friday
 Victoria Day
 Canada Day
 Civic Holiday
 Labour Day
 Thanksgiving Day
 The day before Christmas Day (December 24)
 Christmas Day
 Boxing Day

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 term of this Agreement the paid holidays listed in 15.01 above will be observed on the following dates (each an "Observed Holiday"):

2020

Monday, May 18 th	Victoria Day
Wednesday, July 1 st	Canada Day
Monday, August 3 rd	Civic Holiday
Monday, September 7 th	Labour Day
Monday, October 12 th	Thanksgiving Day
Thursday, December 24 th	The day before Christmas Day
Friday, December 25 th	Christmas Day
Monday, December 28 th	In Lieu of Boxing Day
Tuesday, December 29 th	Paid Day 1
Wednesday, December 30 th	Paid Day 2
Thursday, December 31 st	In Lieu of Day After New Year's Day 2021

2021

Friday, January 1 st	New Year's Day
Monday, February 15 th	Family Day
Friday, April 2 nd	Good Friday
Monday, May 24 th	Victoria Day
Thursday, July 1 st	Canada Day
Monday, August 2 nd	Civic Holiday
Monday, September 6 th	Labour Day
Monday, October 11 th	Thanksgiving Day
Friday, December 24 th	Day Before Christmas
Monday, December 27 th	In Lieu of Christmas Day
Tuesday, December 28 th	In Lieu of Boxing Day
Wednesday, December 29 th	Paid Day 1
Thursday, December 30 th	In Lieu of New Years
Friday, December 31 st	In Lieu of Day After New Year's Day 2022

2022

Monday, February 21 st	Family Day
Friday, April 15 th	Good Friday
Monday, May 23 rd	Victoria Day
Friday, July 1 st	Canada Day
Monday, August 1 st	Civic Holiday
Monday, September 5 th	Labour Day
Monday, October 10 th	Thanksgiving Day
Monday, December 26 th	Boxing Day
Tuesday, December 27 th	In Lieu of Day Before Christmas Day
Wednesday, December 28 th	In Lieu of Christmas Day
Thursday, December 29 th	Paid Day 1
Friday, December 30 th	In Lieu of New Year's Day

2023

Monday, January 2 nd	Day After New Year's Day
Monday, February 20 th	Family Day
Friday, April 7 th	Good Friday
Monday, May 22 nd	Victoria Day
Sunday, July 1 st	Canada Day
Monday, August 7 th	Civic Holiday
Monday, September 4 th	Labour Day
Monday, October 9 th	Thanksgiving Day
Monday, December 25 th	Christmas Day
Tuesday, December 26 th	Boxing Day
Wednesday, December 27 th	In Lieu of Day Before Christmas Day
Thursday, December 28 th	Paid Day 1
Friday, December 29 th	Paid Day 2

2024

Monday, January 1 st	New Year's Day
Tuesday, January 2 nd	Day After New Year's Day
Monday, February 19 th	Family Day
Friday, March 29 th	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 their regular day off, they shall be paid 8 hours at their 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 their regular day off, they shall be:

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

Regular Scheduled Day

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

- i. for the hours so worked at the rate of 1½ times their 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 they 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 they 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, they will be paid Holiday Pay for the Observed Holiday provided:

- i. the absence is due to an illness or accident requiring their 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

10 months or less	One day for each full month of service	(2% of earnings to date of vacation)
over 10 months	2 weeks*	
over 4 years	3 weeks*	
over 10 years	4 weeks*	
over 18 years	5 weeks*	
over 30 years	6 weeks*	

*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. On or before April 15th the Employer shall post the approved vacation schedule and revised work schedule. Employees shall be deemed unavailable for work on regularly scheduled days off preceding and following blocks of vacation. 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, their 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, their 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 their 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 their 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 their probation period an Employee will be credited with 8 hours of sick leave for each calendar month in which they 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 their 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 720th hour, the University will continue to pay 50% of normal wages until the 720th hour of absence, as applicable under Article 19.07. An Employee's normal wage is their 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 their supervisor as early as possible but not later than during the first hour of the first day on which they are 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 1st, 2nd and 3rd absences during any one benefit year (i.e. July 1st to June 30th) sick leave pay will be payable from the 1st working day of absence due to illness or non-occupational accident; for the 4th and subsequent absences the sick leave pay will begin on the 3rd working day of absence.

- 19.06 While receiving 100% of normal wages an Employee will be required to make their 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, if requested, an Employee must provide medical documentation supporting the absence that is to the satisfaction of the Employer and must include confirmation of an in-person assessment by a physician; workplace restrictions, if any; and a return to work or reassessment date. Where the requested medical documentation includes the foregoing information, the Employer will, to a maximum of \$50.00, reimburse the Employee 50% of the cost of the first medical documentation requested for each period of absence due to personal illness or injury regardless of length.
- (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 party 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 their 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, their 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 and Group RRSP:

- (a) Subject to Article 20.02(b), eligible Employees will participate in the Contributory ~~Hourly~~ Pension Plan for Hourly-Rated Employees of McMaster University Including Divinity College (the “Hourly Pension Plan”). 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.
- (b) Subject to Appendix C, those Employees who are eligible for the Group RRSP are eligible 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:

- (a) 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.
- (b) Eligible Employees must enroll 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:

- (a) 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.

- (b) Participation in the Group Life Insurance Plan is a condition of employment.
- (c) 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.
- (d) Life insurance coverage will cease on the earlier of:
 - i. the December 1st of the year the Employee reaches 69; or
 - ii. the first day of the month coincident with, or next following, the date of retirement.

Where the Employee is eligible for Post-Retirement Benefits, coverage will convert to the retiree life insurance benefit, which is a \$5000 lump sum policy.

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 Paid leave shall be granted to an Employee required, under summons or subpoena, to serve as a juror or witness, as follows:

- (a) An Employee required, under summons or subpoena, to serve as a juror or witness shall be paid the difference, if any, between the amount paid to them for jury or witness services and the amount they would have received for services normally rendered to the Employer during the same period of time.

- (b) Paid leave shall not be granted when the Employee is a party to the court proceedings.
- (c) The Employee shall provide their 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.

ARTICLE 22 – BEREAVEMENT

- 22.01(a) From the date of ratification up to and including April 30, 2023, Articles 22.01 – 22.03 shall apply. 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 their 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.
- 22.04(a) Effective May 1, 2023, an Employee shall be entitled to a bereavement leave without loss of regular pay and benefits in the event of the death of a member of their family, as follows:
 - i. where the death is of the Employee's Spouse, son, daughter, spouse's child, step-child, ward, brother, sister, father, or mother, the bereavement leave shall be up to 7 consecutive calendar days, excluding paid holidays.
 - ii. 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 5 consecutive calendar days, excluding paid holidays.
- (b) Where an Employee's scheduled vacation is interrupted due to the death of a member of their family, the Employee shall be entitled to bereavement leave in accordance with Article 22.04(a). The portion of the Employee's vacation which is deemed to be bereavement leave shall be rescheduled in accordance with Article 16.
- (c) If bereavement leave is required in the event of the death of a person significant to the Employee and not specifically named in Article 22.04(a), or additional bereavement leave is required in circumstances covered by Article 22.04(a), it may be granted, without loss of regular pay or benefits, up to a maximum of 3 days by arrangement with the Employee's Supervisor. Such request will not be unreasonably denied.

ARTICLE 23 – PREGNANCY LEAVE and PARENTAL LEAVE

- 23.01 All employees are entitled to pregnancy and/or parental leaves in accordance with the Employment Standards Act, 2000, (the "ESA") and will only be eligible to receive the following benefits in respect of the period(s) of time in which they would have been scheduled to work. To be eligible to access

the financial benefits set out below, the employee must have 13 weeks of completed service as an employee at McMaster University prior to the commencement of their pregnancy or parental leave.

(a) Financial Benefits – Pregnancy Leave

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

(b) Financial Benefits – Parental Leave

Option A

For each week of leave up to the 13th week, inclusive, the University will pay 90% of the wages the employee otherwise would have received, less the maximum amount of weekly pay any individual is eligible to receive in accordance with the EIA (the “EI Max”), regardless of whether or not such amount is actually received by the employee. If the employee provides proof that their EIA entitlement is less than the EI Max, their weekly payment from the University will be 90% of the wages the employee otherwise would have received less the amount of their EIA entitlement.

OR

Option B

For the first 6 weeks of leave, the University will pay 100% of regular earnings.

(c) Other Benefits

- i. An Employee who takes a pregnancy and/or parental leave pursuant to this Article 23 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 their normal share of the cost of these benefits, including pension or Group RRSP contributions.
- ii. Any Employee wishing to continue participation in any of the Employee-paid benefits, as may be applicable, such as 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.

- (d) It is understood that top-up under Article 23.01 is calculated based on a standard, not extended, parental leave.

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 their 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.
- 25.03 The University recognizes unpaid Family Medical Leave as it exists in the *Employment Standards Act, 2000*.
- 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 schedule shall be as follows:

Classification	Effective Date				
	Current	Year 1	Year 2	Year 3	Year 4
		May 1/20	May 1/21	May 1/22	May 1/23
Operations & Relief	\$41.03	\$41.44	\$41.85	\$42.27	\$43.33
2 nd Class Engineer	\$38.73	\$39.12	\$39.51	\$39.90	\$40.90
3 rd Class Engineer	\$33.75	\$34.09	\$34.43	\$34.77	\$35.64
4 th Class Engineer	\$24.02	\$24.26	\$24.50	\$24.75	\$25.37
Helper	\$18.32	\$18.50	\$18.69	\$18.88	\$19.35
Apprentice	\$21.62	\$21.84	\$22.05	\$22.28	\$22.83

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.
- 26.03 Shift Premium
Employees will be paid a shift premium of \$1.60 per hour for all hours worked between 7:00 p.m. and 7:00 a.m.

- 26.04 Lead Hand Premium
When a Lead Hand is appointed by the Chief Operating Engineer, they will be paid a Lead Hand premium of \$1.00 per hour.
- 26.05 Certificate Renewals
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.
- 26.06 Maintenance Premium
Employees in the 3rd Class Operating Engineer classification shall be paid a maintenance premium of 6% per hour for each hour in which they are 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.
- 26.07 Skilled Workers Adjustment
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.
- 26.08 Pay Equity
The Employer and the Union affirm that the Wage Schedule will be maintained in accordance with the *Pay Equity Act*.

For the purposes of establishing pay equity under the Pay Equity Act, RSO 1990, c P.7, the parties agree to use the Korn Ferry Hay Group Guide Chart-Profile Method of Job EvaluationSM to evaluate and compare jobs in the bargaining unit.

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:

	Employee Contribution Rate on Regular Annual Salary	Employee Contribution Rate on Regular Annual Salary
	Up to YMPE*	In Excess of YMPE
Current	7.0% of wage rate	10.0% of wage rate
Effective May 14, 2023	8.0% of wage rate	11.0% of wage rate

Such Employee Contributions shall be automatically deducted from Employees' bi-weekly pay.

* YMPE means the year's maximum pensionable earnings as defined by the Canada Revenue Agency. For 2020, the YMPE is \$58,700 and will increase on a calendar basis.

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 YMPE¹ 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.

¹YMPE means the year's maximum pensionable earnings as defined by the Canada Revenue Agency. For 2020, the YMPE is \$58,700 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:

1. If they participate in the Hourly Pension Plan, 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; and
 - 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; or

2. If they participate in the Group RRSP, they:
 - a. retire at age 60 or older; and
 - b. have 10 or more years of service at 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.

Years of Continuing Service	Percentage of Yearly Cost Payable by Retirees	Percentage of Yearly Cost Payable by University
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

LETTERS OF UNDERSTANDING

Re: Benefits

Benefits changes, effective July 1, 2020, as follows:

Extended Health:

- Increase: Eyeglasses and cataract surgery maximum coverage, from \$350 to \$400
- The University will cover 100% of the costs of hearing aids prescribed by an ear, nose and throat specialist, up to a maximum of \$500 per person per ear over a period of 3 benefit years. Repairs are included in this maximum. We will also cover 100% of the costs of the initial purchase of a hearing aid prescribed by an ear, nose and throat specialist, if required as the result of an accident.
- 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.
- 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.
- Add: Licensed occupational therapists to covered paramedical specialist services, up to a maximum of \$500 per person per benefit year.
- Increase: Coverage for speech therapists from \$200 to \$500
- Increase: 80% of the costs of custom-made orthotic inserts for shoes and custom-made orthopedic shoes or modifications to orthopedic shoes, when prescribed by a doctor, podiatrist or chiroprapist, up to a maximum of \$400 per person over a period of 2 benefit years.
- Private Duty Nursing – limit on eligible expenses
 - Change to: 'We will cover out-of-hospital private duty nurse services when medically necessary and when ordered by a doctor. Services have to be for nursing case and not for custodial care. We will cover 40% of the first \$25,000 of eligible expenses (equals \$10,000) and where eligible expenses exceed \$25,000, we will pay 80% of the next \$25,000 (equals \$20,000) of eligible expenses per person. Each benefit year after a claim has been paid, 1/2 of the amount utilized will be reinstated. After 2 benefit years with no claims, entitlement is returned to full coverage.'
- Addition of intravenous pumps

Dental:

- Add: Assignment of Dental Claims: The University will allow assignment of dental claims to the dental office, whenever such service is available. Where allowed, IUOE members will only need to pay the dental office for the difference between the total bill and amount paid by the McMaster plan.
- Preventative
 - Allow 1 complete oral examination every 48 months (currently is every 60 months)
 - Periapical radiographs; interpretation of radiographs received from another source; cephalometric radiographs, duplicate radiographs
 - Occlusal films; extra oral films, temporomandibular joint films - minimum four films
 - Sinus examination; sialography; tomography
 - Use of radiopaque dyes to demonstrate lesions
 - Hand and Wrist x-rays (as diagnostic aid for dental treatment)

- Finishing restorations, including removal of overhangs, refining of marginal ridges and ocular surfaces when restorations were performed by another dentist or restorations are more than 2 years old
- Mouthguards (other than those intended for sport use)
- Increase Orthodontics lifetime maximum: 50% of eligible expenses up to a lifetime maximum of \$2,500 per person

Re: Rx05

The Parties agree that, effective July 1, 2020, the drug formulary for the Extended Health Plan will change to Rx05.

Re: Grandparented Wage Schedule

Grandparented employees in the Hourly Pension Plan as of May 1, 2020, shall be subject to the below Grandparented Employee Wage Schedule:

Classification	Effective Date				
	Current	Year 1	Year 2	Year 3	Year 4
		May 1/20	May 1/21	May 1/22	May 1/23
Operations & Relief	\$41.40	\$41.81	\$42.23	\$42.65	2.5% + 1% offset for Pension Contribution Increases \$44.15
2 nd Class Engineer	\$39.08	\$39.47	\$39.87	\$40.26	2.5% + 1% offset for Pension Contribution Increases \$41.67

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 their assignment as Acting Chief Operating Engineer, the member of the bargaining unit shall return to their regular schedule unless he agrees otherwise with the Employer.

The Acting Chief Operating Engineer will be paid a premium of 10% of the regular wage rate of their 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: 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 - 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 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 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.

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 on the first pay period following May 1st by a lump sum in the amount of \$520.00.

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: Storm Emergency

The Parties agree that Employees will receive an annual lump sum payment, as set out in the table below, in lieu of the application of the University Storm Emergency Policy and Procedures, payable on the first pay date in October of each year of this Agreement.

Year of Agreement	Annual Lump Sum Payment
2020	\$332
2021	\$357
2022	\$371
2023	\$400