

McMaster University

(The “Employer”)

and

Service Employees International Union, Local 2 BGPWU (“SEIU”)

Representing Machinists

COLLECTIVE AGREEMENT

Expiry Date: September 30, 2020

TABLE OF CONTENTS

| ARTICLE # | ARTICLE | PAGE # |
|------------------|------------------------------------|---------------|
| | PURPOSE / PREAMBLE | 1 |
| 1 | TERM OF AGREEMENT | 1 |
| 2 | RECOGNITION | 1 |
| 3 | DEFINITIONS | 2 |
| 4 | MANAGEMENT RIGHTS | 2 |
| 5 | UNION REPRESENTATION | 3 |
| 6 | NO HARASSMENT/NO DISCRIMINATION | 5 |
| 7 | JOINT WORKING CONDITIONS COMMITTEE | 5 |
| 8 | NO STRIKE/NO LOCKOUT | 5 |
| 9 | HEALTH & SAFETY | 6 |
| 10 | GRIEVANCE PROCEDURE | 7 |
| 11 | ARBITRATION | 9 |
| 12 | DISCIPLINE & DISCHARGE | 9 |
| 13 | HOURS OF WORK | 10 |
| 14 | OVERTIME | 10 |
| 15 | PAID HOLIDAYS | 11 |
| 16 | VACATIONS | 12 |
| 17 | PROBATIONARY EMPLOYMENT | 14 |
| 18 | SENIORITY | 14 |
| 19 | LAYOFF & RECALL | 15 |
| 20 | JOB POSTING | 16 |
| 21 | WAGES | 17 |
| 22 | INJURY & ILLNESS | 18 |
| 23 | BENEFITS | 20 |
| 24 | PREGNANCY/PARENTAL | 21 |
| 25 | LEAVE OF ABSENCE | 22 |
| 26 | TUITION ASSISTANCE/BURSARY PROGRAM | 23 |
| 27 | TOOL ALLOWANCE | 23 |
| 28 | NATIONAL SECURITY | 23 |
| 29 | PAID EDUCATION LEAVE (PEL) | 23 |
| 30 | CONTRACTING OUT | 23 |

| APPENDICES | |
|--|----|
| A – JOB CLASSIFICATIONS, HOURLY WAGE RATES AND LUMP SUM PAYMENTS | 24 |
| B – POST RETIREMENT BENEFIT CO-PAY PROGRAM | 25 |
| C – EMPLOYEE CONTRIBUTIONS TO THE HOURLY PENSION PLAN | 26 |
| D – GROUP REGISTERED RETIREMETN SAVINGS PLAN | 27 |

| LETTERS OF UNDERSTANDING | |
|---------------------------------|----|
| Rx05 | 28 |
| PARAMEDICAL AND VISION COVERAGE | 28 |

| | |
|----------------|----|
| SIGNATURE PAGE | 29 |
|----------------|----|

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 Service Employees' International Union Local 2 BGPWU ("SEIU") to ensure the timely handling and disposition of complaints and grievances and to set forth an Agreement covering rates 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 OF AGREEMENT

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 September, 2020.

1.02 This Agreement shall continue automatically thereafter for annual periods of one year, unless either Party notifies the other in writing within 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 Street West
Hamilton, Ontario
L8S 4L8

S.E.I.U. Local 2
Brewery, General & Professional Workers' Union
#2 Airport Square, Suite 200
2600 Skymark Avenue
Mississauga, Ontario
L4W 5B2

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 during the term of this Agreement as the exclusive bargaining agent for the purpose of collective bargaining in respect to rates of pay, hours of work, and other working conditions for all Employees of the Employer employed in its Engineering and Science machine shop, save and except supervisor, persons above the rank of supervisor, office staff, academic personnel, technical personnel, persons regularly employed for not more than 24 hours per week, and students employed during the school vacation period.

2.02 Supervisors and persons above the rank of supervisor will not perform work which is normally performed by members of the Bargaining Unit so as to be the direct cause of a layoff of an Employee or failure to recall an Employee, except in cases of:

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

ARTICLE 3 – DEFINITIONS

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

Agreement: means the Collective Agreement between the parties unless otherwise specifically stipulated.

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

Days: refers to calendar days unless otherwise specified.

Designate: an individual authorized to act on behalf of an officer of the University, or an individual named to represent an Employee, group of Employees or the Union.

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 (the University).

Parties: shall be deemed to be McMaster University (the “University”) and S.E.I.U. (the “Union”).

Pension Plan: shall mean the Contributory Pension Plan for Hourly-Rated Employees of McMaster University.

Supervisor: refers to the person who directs an Employee’s work or to whom an Employee normally reports. This person may also be referred to as “Manager”.

Union: refers to the Service Employees’ International Union Local 2 Brewery, General & Professional Workers’ Union, (the “SEIU”).

Union Steward: refers to an Employee who has been duly authorized to represent S.E.I.U., Local 2, Brewery, General & Professional Workers’ Union, (the “SEIU”).

University: refers to McMaster University, and its designates, the Board of Governors of McMaster University, or any officers authorized to act on behalf of the Board.

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

3.02 The use of the masculine pronoun shall include the feminine, and vice versa.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, direct, classify, transfer, promote, demote, layoff and for just cause, to discharge, suspend or otherwise discipline Employees subject to the provisions of this Agreement;
- (c) establish, enforce and alter from time to time clear and reasonable rules and regulations to be observed by Employees. Such rules will not be inconsistent with the provisions of this Agreement, governing the conduct of the Employees, it being understood that any new or

modified rule or regulation affecting members of the SEIU Local 2 BGPWU Bargaining Unit will be discussed with the Union representatives prior to its enforcement; and

(d) 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 REPRESENTATION

5.01 Union Membership and Dues

(a) The Employer will deduct Union dues from the pay of each Employee in the Bargaining Unit, in the amount specified in writing by the Union, and shall remit same to the Union as soon as practicable and not later than 2 weeks following the applicable payroll deposit date.

(b) When the amounts specified under 5.01(a) are remitted, the Employer will inform the Union in writing of the names of Employees from whose pay deductions for Union dues have been made and the amount of dues deducted from each Employee's pay.

(c) The Union shall advise the University in writing at least 30 days in advance of any change in the amount of its Union dues. It is agreed that the rate structure of the dues requested shall not require deductions which are incompatible with the University's payroll system.

(d) The Union shall indemnify and save the University harmless from any claims or any liability arising from or as a result of the deduction or non-deduction of Union dues.

(e) Employees shall become and remain members of the Union.

5.02 The Employer will make the Collective Agreement available on its Human Resources website.

5.03 Union Representation

(a) 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 in the Union.

(b) The Union shall provide to the Employer the name of its Union Steward. To the extent feasible, the Union will provide the effective dates and terms of appointment.

(c) The Union Steward will have completed their probationary period with the Employer.

(d) The Employer will recognize the Union Steward, elected by the Employees from among those who have been continuously in the employ of the Employer for at least 1 year prior to their election. The functions of the Union Steward will be to assist in the processing of grievances hereunder and to use his best efforts by word and example to require the Employees to abide by the terms of the Agreement. Such functions shall, so far as possible, be performed outside his regularly scheduled hours of work.

(e) When permission has been granted to the Union Steward to leave his work temporarily in respect to a grievance at Stage One, Two or Three, in the Grievance Procedure as per Article 10, such Union Steward shall suffer no loss of pay for the time so spent.

5.04 Union Release Time

Paid Release Time

(a) It is acknowledged by the Parties that the Union Steward has regular duties to perform as an

Employee of the Employer. Therefore, the Union Steward will not leave his duties without first obtaining the permission of his Supervisor, or designate. Requests for Union Release Time, paid or unpaid, shall not be unreasonably denied.

- (b) Release time shall be granted from regularly scheduled hours, with no loss of regular pay or benefits, for the following purposes:
 - (i) To represent the Union on committees or task forces that are created at the invitation of the Employer;
 - (ii) To participate in JWCC and/or other such labour-management meetings;
 - (iii) To represent Employees in the Grievance Procedure per Article 10; and,
 - (iv) To attend meetings with the Employer which may include matters of absences due to illness or injury.

Annual Union Training Conference

- (c) The Employer shall grant the Union Steward a 3 day leave of absence without loss of pay or benefits to attend the Union's Annual Training Conference.

Negotiating Committee

- (d) The Union Steward or designate shall not suffer any loss of regular pay or benefits for the days of negotiations with the Employer up to the date immediately preceding the date on which a strike or lockout is initiated.

Unpaid Release Time

- (e) Full-Time Union Office
 - (i) The Employer will consider a request for a leave of absence without pay, to an Employee elected or appointed to full-time union office, upon application by the Union in writing. It is understood that not more than 1 Employee may be on such leave at any time and that the decision to grant or not grant such leave is the Employer's sole prerogative. Such leave, if granted, shall be for a period of 1 calendar year from the date of appointment unless extended further by agreement of the Parties.
 - (ii) Seniority and service shall accumulate during such leave in accordance with Article 18.
 - (iii) Employees will be responsible for maintaining both their payments and the Employer's payments to benefit plans in which they are enrolled on the day immediately prior to the commencement of the leave. Such payments will continue for the duration of the leave. It is agreed that for the purpose of Workplace Safety and Insurance Benefits, such Employees are deemed to be employed by the Union.
- (f) Union Functions

The Union Steward or designate may request an unpaid leave of absence to attend Union functions with at least 2 weeks notice. Such requests will not be unreasonably denied. The Union may arrange that a Union official on such leave will be paid by the Employer for any of the time for which they were otherwise scheduled to work and the Union will reimburse the Employer for the wages so paid.

5.05 Bulletin Boards

The Employer agrees that an enclosed bulletin board will be available in close proximity to the Machine Shop. A reasonable portion of each board will be available to the Union to post notices and other items of interest to members. The Union will maintain its share of such bulletin boards in a neat, respectful and orderly manner.

ARTICLE 6 – NO HARASSMENT/NO DISCRIMINATION

Respectful Workplace

- 6.01 The Parties agree that all employees shall be entitled to a respectful workplace free of discrimination, sexual harassment and workplace harassment. The University's Discrimination Harassment and Sexual Harassment: Prevention and Response Policy governs such matters.
- 6.02 In and of itself, the fact of the Employer exercising management rights in accordance with Article 4 shall not constitute workplace harassment, including but not limited to the issuance of discipline, performance management, and attendance management.

ARTICLE 7 – JOINT WORKING CONDITIONS COMMITTEE

7.01 General

- (a) The Employer and the Union 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.
- (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 Committee shall function in an advisory capacity with the authority to make recommendations to Senior Management but normally not to amend the Agreement.
- 7.03 The meetings will not be used to discuss matters which are properly a subject of a grievance or collective bargaining.
- 7.04 The Committee shall consist of representatives from both Management and the Union. The Parties will mutually agree on the makeup of the Committee as they deem necessary.
- 7.05 The Committee will meet on a regular basis with the frequency, time, and place to be agreed upon between the Parties. Both Parties will submit agenda items within a subscribed time frame to the Committee Chair and where no items are submitted, the meeting will be carried over to the next month.
- 7.06 Each Committee member will receive a copy of the meeting minutes and minutes will be posted on the Machine Shop bulletin board.
- 7.07 When a JWCC meeting is scheduled at a time when the Union Steward is not scheduled to work, he will be paid at straight time for the meeting.

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 as defined by 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 conditions and practices 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 this policy, internal health and safety programs and all relevant statutes. Directors, Managers, Co-ordinators, 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 Joint Health and Safety Committees (JHSC).
- (c) Employees are required to work in compliance with statutory and University requirements and to report unsafe conditions to their Supervisor.
- (d) The Union agrees to endorse any education programs of information and instruction initiated by the University and/or as required by relevant legislation that will promote health and safety awareness and training among Employees.
- (e) No Employee will be disciplined for exercising their right to refuse unsafe work in accordance with the OHSA.

9.02 First Aid/CPR Certification and Kits

- (a) The Employer will continue to 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.
- (b) The Employer shall provide First Aid kits in the workplace.

9.03 Health and Safety Committees

- (a) The Employer shall maintain a series of {JHSC} 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 shall elect worker representatives to the CJHSC and JHSC. The Employer agrees to pay the costs for certification training as required to meet the University's OHSA obligations.
- (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 the Supervisor.
- (f) Approval to attend certification training will not be unreasonably withheld.

- (g) Employees will suffer no loss of pay for time required to carry out their responsibilities on both the JHSC and CJHSC.
- (h) All Employees acting in the capacity of Lead Hand shall receive the appropriate health and safety training in accordance with the provisions of the OHSA.

9.04 Safety Equipment

- (a) The Employer agrees to reimburse 100% of the cost of one pair of safety shoes to a maximum of \$160 per year for all Employees required to wear them in the performance of their duties.
- (b) The Employer agrees to reimburse 100% of the cost of one pair of prescription safety glasses (lens and frames) to a maximum of \$250 every 2 years for Employees required to wear them in the performance of their duties. This is in addition to vision benefits covered under the Extended Health Care Plan outlined in Article 23.
- (c) To be eligible for reimbursement noted under Articles 9.04(a), (b) and (c), the protective equipment must be designated as required by the Employer and must meet all relevant standards specified by the Employer.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 General

- (a) In the event that a Party fails to reply in writing within the time limits prescribed in the Grievance Procedure, the other Party may submit the matter to the next Stage as if a negative reply or denial has been received on the last day for the forwarding of such reply. When no action is taken to submit the matter to the next Stage within the time limits set out in this Article, the grievance will be deemed to have been withdrawn or settled, as the case may be.
- (b) Employees may grieve disciplinary or discharge action in accordance with the provisions of this Article 10. Subject to Article 10.01(e), any claim of unjust discipline or discharge will be submitted within 5 Business Days from the date the discipline or discharge was issued, unless the Parties mutually agree to extend the timeline. In the case of suspension or discharge, the grievance will commence at Stage 3. In all other cases of discipline, the grievance will commence at Stage 2.
- (d) The Union Steward and grievor will each receive a copy of all Employer responses at each Stage of the grievance procedure.
- (e) Grievance meetings will be held, where possible, during the working hours of the grievor. If the meeting is outside of regular work hours, the grievor will be compensated at straight time. The Employer will notify the grievor as far in advance as possible of grievance meeting dates.
- (f) The Union will not question the dismissal of any probationary Employee nor shall such dismissal be the subject of the grievance procedure, except in the case of any alleged breach of the Ontario *Human Rights Code*.

10.02 Pre-Grievance Stage

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 first discuss such complaint with his Supervisor or designate 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 accordance with Articles 10.03 – 10.05.

10.03 Stage 1

- (a) An aggrieved Employee shall first submit his representation in writing to his Supervisor or designate either directly or through his Union Steward. Any such grievance shall be presented within 10 Business Days of the time when the circumstances giving rise to the grievance were known or ought to have been known to the Employee. Such representations shall state the nature of the grievance, the remedy sought and any provisions of the Agreement upon which the grievance is based.
- (b) The Supervisor shall provide a Stage 1 reply in writing within 5 Business Days from the date the written grievance was presented to him.

10.04 Stage 2

- (a) If the grievance is not resolved to the satisfaction of the grievor at Stage 1, the grievor, or Union Steward may, within 5 Business Days of the date on which the immediate Supervisor's reply was or should have been given, deliver the written grievance to the Supervisor's immediate supervisor, or designate.
- (b) The Supervisor's immediate supervisor, or designate, shall arrange to meet with the grievor and the grievor's immediate Supervisor to discuss the merits of the grievance. The grievor shall be accompanied by a Union Steward.
- (c) The Supervisor's immediate supervisor, or designate, shall provide a Stage 2 reply in writing within 5 Business Days from the date of the meeting set out in Article 10.04(b).

10.05 Stage 3

- (a) If the grievance is not resolved to the satisfaction of the grievor at Stage 2, the grievor may, within 5 Business Days of the date on which the Supervisor's immediate Supervisor's reply was or should have been given, deliver the written grievance to the Provost and Vice President (Academic), or designate.
- (b) The Provost and Vice President (Academic), or designate shall notify the Employee of the time and place at which they will meet to discuss the matter. The grievor may be accompanied by a Union Steward and at the request of either Party a representative of the Union shall be present.
- (c) The Parties will meet to discuss the matter and at such meeting the written representations and the Stage 2 decision shall be considered.
- (d) Every effort will be made to settle such grievance within 10 Business Days from the date written notice of the matter was received. The Provost and Vice President (Academic), or designate, shall give the decision in writing on behalf of the Employer.

10.06 Policy Grievance

Any differences arising directly between the Employer and the Union as to the interpretation, application, administration or alleged violation of the Agreement may be submitted in writing by either Party hereto with opportunity for discussion between the officers of the Union and representatives of the Employer. The Party submitting a policy grievance shall be given a written reply to the grievance within 15 Working Days following discussion.

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.

ARTICLE 12 – DISCIPLINE & DISCHARGE

12.01 Disciplinary Meeting

- (a) An Employee shall be informed of his right to have a Union Steward present at a meeting convened by the Employer with the Employee for the purpose of taking disciplinary action. If the Employee chooses to exercise this right and a Union Steward is not available, he may elect to have another Employee who is immediately available attend the meeting.
- (b) It is recognized that it may be necessary to convene a meeting with an Employee for the purpose of taking disciplinary action without the presence of a Union Steward or another Employee. In such cases the Union Steward will be notified as soon as possible after the meeting.

12.02 Progressive Discipline

- (a) The University will not rely on warnings or reprimands in an Employee's HR file for the purpose of issuing further discipline that are more than 18 months old, unless the Employee has had a subsequent warning for an offence during that period.
- (b) The University will not rely on warnings or reprimands in an Employee's HR file for the purpose of issuing further discipline that are more than 24 months old regarding suspensions unless the Employee has had a subsequent warning for an offence during that period.
- (c) An Employee shall be entitled to review the Employee's HR file in the office in which the file is normally kept. The Employee shall give the Employer 24 hours written notice to having access to such files. The review of such file shall take place during the non-working hours of the Employee and access to the file shall be in the presence of a Human Resource representative and no longer than 15 minutes.
- 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 Supervisor within 5 Business Days after such Employee ceases to work for the Employer.

ARTICLE 13 – HOURS OF WORK

13.01 Regular Work Week

- (a) Subject to Articles 13.01(b) and (c), the regular work week for all Employees shall consist of 40 hours made up of 8 hour shifts per day which shall be worked within a continuous 8½ hour period, Monday to Friday inclusive.
- (b) The Employer does not guarantee to provide work for any Employee or to maintain the work week or working hours presently in force.
- (c) The Employer, at its sole discretion, may decide to change the number of hours worked in a shift or week, or when such hours are worked.

13.02 Rest Periods

Breaks

- (a) Employees working a shift of 8 hours or more are entitled to 2 break periods of 15 minutes each without loss of pay. Employees working a shift of less than 8 hours are entitled to 1 break period of 15 minutes without loss of pay.

Meal Period

- (b) Employees working a shift of 5 hours or more are entitled to 1 unpaid meal period of 30 minutes.

13.03 Minimum Shift

Employees who report for work for which they are scheduled in accordance with Article 13.01 shall be granted at least 4 hours of work or, if no work is available shall be paid for all hours worked for a minimum of 4 hours at their regular hourly rate.

13.04 Flexible Hours

Employees may request flexible hours of work for purposes of childcare arrangements/responsibilities. The Employer will consider such request and may grant it at the Employer's sole discretion.

13.05 Reporting Absences

Employees are responsible to report to work on time on each scheduled work day. When an Employee is absent from work for any reason, including because of injury or illness, he must, unless unable due to extreme circumstances, notify his Supervisor as early as possible in advance of the absence but no later than within the first hour of the first day on which he is absent from work. The Employee shall inform his Supervisor or designate of the reason for the absence, the expected time of his return to work, and a phone number where he may be reached in his absence.

ARTICLE 14 – OVERTIME

- 14.01 (a) Overtime is time worked by an Employee in excess of 8 hours per day, or in excess of 40 hours per week, in a Sunday to Saturday period.
 - i. Where an Employee works overtime on any calendar day except as provided in 14.01(a)(ii) the Employee shall be paid an amount equal to 1.5 times the Employee's regular hourly rate for each hour worked.
 - ii. Where an Employee works overtime on Sunday, the Employee shall be paid an

amount equal to 2 times the Employee's hourly rate for each hour worked.

(b) **Compensating Time Off (CTO)**

- i. An Employee may elect to accumulate overtime (for the purpose of taking in lieu at a later date) to a maximum at any given time of 40 hours.
- ii. CTO is to be taken only with the prior approval of, and at the sole discretion of the Supervisor, or in the event of his absence, a designate, and must be used or compensated for in money at the rate so earned at 1½ times (i.e. 8 hours worked 12 hours time off) by the end of each fiscal year (currently May 1 to April 30).

14.02 (a) Overtime shall be distributed as evenly as possible among the Employees normally performing the work to be done, having due regard to the skill and ability required.

(b) Overtime will be on a voluntary basis provided that sufficient, qualified Employees can be obtained to meet University requirements. Should sufficient Employees not be available to meet requirements then Employees will be assigned to work.

14.03 An Employee being asked to work overtime for 2 hours or more on short notice on the same day, will be reimbursed in accordance with the University Policy (Policy on Reimbursement to Individuals for University Business) for the cost of 1 meal up to a maximum of \$15.

14.04 An Employee called back to work between regular shifts shall be paid for a minimum of 4 hours at overtime rate.

ARTICLE 15 – PAID HOLIDAYS

15.01 Designated Paid Holidays

(a) Subject to Articles 15.02 to 15.06, inclusive, Employees are entitled to 14 Paid Holidays each year as follows:

1. New Years Day
2. Family Day
3. Good Friday
4. Victoria Day
5. Canada Day
6. Civic Holiday
7. Labour Day
8. Thanksgiving Day
9. Christmas Day
10. Boxing Day
- 11, 12, 13, & 14: 4 paid days between December 24 and January 2, inclusive, as scheduled by the Employer.

(b) Subject to 15.03(b) all Employees shall be scheduled off for a continuous period at least between December 25 and January 1, inclusive;

(c) Any short-fall in pay during the period between December 24 and January 2, inclusive, may be made up by using Personal Leave Days if available in accordance with Article 25.02, accrued time from an Employee's CTO bank or vacation time, in that order; otherwise, such shortfall shall be unpaid.

15.02 Time of Paid Holiday

As defined in Article 15.03(b), a Paid Holiday shall be considered as commencing at 12 midnight of the day preceding the Paid Holiday and ending 12 midnight on the Paid Holiday.

15.03 Paid Holiday is a Scheduled Day Off

- (a) If an Employee is not required to work on a Paid Holiday because that day is his scheduled day off, he shall be given an alternate day off and shall be paid 8 hours at his regular hourly rate ("Holiday Pay") for such alternate day. The Employer will advise the Employee of the date of the alternate day off.
- (b) If an Employee is required to work on a Paid Holiday and that day is his scheduled day off, he will be:
 - i) paid for the hours worked on that day at 1½ times his regular hourly rate; and
 - ii) paid Holiday Pay.
- (c) Notwithstanding Articles 15.03(a) and (b), the Employer, may elect to pay Holiday Pay on a bi-weekly, prorated basis.

15.04 Exception to Paid Holidays

- (a) No Employee shall be entitled to Holiday Pay for a Paid Holiday if he fails to work all of his last scheduled day of work before the Paid Holiday or all of his first scheduled day of work after the Paid Holiday.
- (b) Notwithstanding Article 15.04(a), if an Employee fails to work all of his last scheduled day of work before the Paid Holiday or all of his first scheduled day of work after the Paid Holiday he will nevertheless be paid Holiday Pay for the Paid Holiday if:
 - i) the Employee's absence was due to injury or illness requiring his absence from work and a doctor's certificate to that effect is submitted by the Employee; and
 - ii) the Employee worked in the 30-day period immediately preceding the Paid Holiday.

15.05 Paid Holiday Falls Within Vacation Period

If a Paid Holiday falls within an Employee's vacation period, it will:

- i) be added to the Employee's vacation; or
- ii) be given on another date selected by the Employee;

provided that the arrangement selected does not interfere with the regular workload and/or vacation schedules of other Employees.

15.06 Paid Holiday During Leave of Absence

An Employee shall not be entitled to Holiday Pay if he has been granted a leave of absence of more than 3 weeks' duration and the Paid Holiday occurs within the leave of absence period.

ARTICLE 16 – VACATIONS

16.01 Entitlement

- (a) Vacation is earned from July 1 to June 30 and taken between January 1 following July 1, and December 31 following June 30. Vacation days taken must not exceed vacation days earned.

- (b) Subject to Articles 16.01 (c) and (d), Employees shall be entitled to vacation at their regular rate of pay as follows:

| Length of Continuous Service as at June 30th | Entitlement |
|--|--------------------------------------|
| 10 months or less | 1 day for each full month of service |
| 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 |

- (c) If during the 12 month period preceding June 30th:
- (i) an Employee is absent from work for a total of less than 3 months, he shall receive his full vacation entitlement;
 - (ii) an Employee is absent from work for a total of 3 or more months but less than 6 months, he shall receive $\frac{3}{4}$ of his vacation entitlement; or
 - (iii) an Employee is absent from work for a total of 6 or more months but less than 9 months, he shall receive $\frac{1}{2}$ of his vacation entitlement; or
 - (iv) an Employee is absent from work for a total of 9 or more months but less than 12 months, he shall receive $\frac{1}{4}$ of his vacation entitlement; or
 - (v) an Employee is absent for any reason for a total of 12 months or more he shall receive no vacation entitlement.
- (d) For the purpose of Article 16.01(c), "absent from work" is defined as absence resulting from layoff, leave of absence or suspension.
- (e) Vacation balances for the current calendar year shall be reported on pay statements.

16.02 Scheduling

- (a) Subject to the University's work requirements and recognizing a preference for the months of May to September, vacations will be granted with preference based on seniority. Vacation scheduling will take priority over requests for leaves of absence.
- (b) Employees shall submit vacation requests as far in advance as possible. In order to be granted vacation by seniority, Employees must submit their vacation requests by December 1 for the following calendar year. Vacation schedules will be posted each year on or before the first business day following New Year's Day. After the vacation schedule is posted, variations from the schedule will be permitted only under extenuating circumstances that are approved by the Supervisor.

An Employee will be allowed to exchange his vacation period with another Employee who is employed in the same work area and classification. A request to exchange vacation must be made in writing to the Employee's supervisor and is subject to the approval of the Supervisor.

- (c) An Employee may elect to carry over up to up to 5 vacation days to the following year. An Employee may request to carry over up to 10 vacation days, subject to operational requirements to be approved at the Supervisor's discretion which request shall not be unreasonably denied.

16.03 End of Employment

- (a) In the event an Employee's employment ends with the Employer before he has taken his earned and unused vacation, he shall be paid vacation pay as follows:

| Entitlement | Payment Amount |
|-------------------|--|
| Less than 2 weeks | As per <i>Employment Standards Act, 2000</i> |
| 2 weeks | A sum equal to 4% of earnings from previous June 30 th |
| 3 weeks | A sum equal to 6% of earnings from previous June 30 th |
| 4 weeks | A sum equal to 8% of earnings from previous June 30 th |
| 5 weeks | A sum equal to 10% of earnings from previous June 30 th |
| 6 weeks | A sum equal to 12% of earnings from previous June 30 th |

ARTICLE 17 – PROBATIONARY EMPLOYMENT

- 17.01 A new Employee shall be considered a probationary Employee for the first 60 worked days for which he is paid by the Employer. Subject to the express provisions of this Agreement, a probationary Employee shall be entitled to all the rights and privileges of all other Employees hereunder.
- 17.02 The probationary period may be extended beyond the period set out in Article 17.01 if the Employer and the Union Steward agree.

ARTICLE 18 – SENIORITY

- 18.01 Seniority hereunder of any Employee, including that of a probationary Employee after he has completed his probation, shall commence with the date of his 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. A break in service means termination and shall be deemed to have occurred if an individual employed by the Employer:
- (a) quits;
 - (b) is discharged and not reinstated in accordance with Article 12 of this Agreement;
 - (c) is laid off for at least 12 consecutive months;
 - (d) is absent due to illness or accident for a period of at least 24 consecutive months, subject to the Ontario *Human Rights Code*;
 - (e) is absent from work without authorization from his Supervisor and without reasonable justification for 5 consecutive Business Days and fails to contact his Supervisor within 7 calendar days from the date a notice was sent by registered mail to the Employee's current address on file; or
 - (f) attains age 65 while on layoff.
- 18.02 (a) The promotion or transfer of Employees to positions outside the Bargaining Unit is not covered by this Agreement and shall not be subject to the terms of this Agreement.
- (b) An Employee who, within 1 year of accepting a position with the Employer which is outside the Bargaining Unit, is moved back into a position in the Bargaining Unit shall be credited with his full length of University service for seniority purposes.
- 18.03 Seniority will continue to accrue for Employees subject to layoff in accordance with Article 19.
- 18.04 An up-to-date seniority list will be maintained by the Employer and posted monthly on the Human Resources Services website.

ARTICLE 19 – LAYOFF & RECALL

19.01 Articles 19.02 - 19.06 do not apply to Temporary Employees.

- 19.02 (a) Employees shall be identified as subject to layoff by inverse order of seniority by position.
- (b) In the event of a layoff, the Union Steward will be the last person to be laid off from his position.

19.03 Notice of Layoff

Employees who are subject to layoff will be given notice in writing of layoff in accordance with the following schedule:

| Seniority | Notice Entitlement |
|---|--------------------|
| Completed probationary period but less than 2 years seniority | 2 weeks |
| 2 years seniority but less than 5 years seniority | 4 weeks |
| 5 years seniority but less than 10 years seniority | 6 weeks |
| 10 years seniority or more | 8 weeks |

19.04 Displacement

An Employee who is subject to layoff may elect to participate in the process of displacement subject to the following rules:

- (i) An Employee must notify the University of his election to participate in the process of displacement within 5 Working Days following the notice of layoff;
- (ii) The displacement shall be of the least senior Employee whose position is in the same or lower classification, provided the displacing Employee can perform the job of that position without training other than orientation;
- (iii) Seniority shall be determined by reference to the seniority list maintained in accordance with Article 18.04 and the list of Probationary Employees as those lists exist on the date of layoff;
- (iv) The displacement will take effect on the date of layoff; and
- (v) A displaced Employee will be entitled to participate in Recall in accordance with Article 19.05.

19.05 Recall

- (a) The Employer will maintain a list (the "Recall List") consisting of:
- i) Employees subject to layoff who did not participate in the process of displacement; and,
- ii) displaced Employees.
- (b) An Employee on the Recall List will be eligible to be recalled to a vacant position in the same or lower classification from which they were laid off provided the Employee has the qualifications, skills and ability to perform the duties of the vacant position.
- (c) Subject to Article 19.05(d), an Employee will be automatically recalled to a vacant position if such position is the same from which the Employee was laid off. An Employee who declines recall to a position that is the same from which the Employee was laid off will be considered to have resigned and will be removed from the Recall List.
- (d) In the event 2 or more Employees are eligible to be recalled to the same vacant position, the Employee with the most seniority will be recalled.

- (e) An Employee shall be removed from the Recall List after 12 months and his employment with the University will end.
- (f) An Employee recalled to a vacant position will assume the terms and conditions of employment of the vacant position.

19.06 Benefits While on Layoff

- (a) An Employee on layoff for a period of 13 weeks or less may continue to participate in the Extended Health Care, Dental and Group Life Insurance Plans, provided he had been participating in such benefits plans on the date of layoff. Normal premium contributions will continue to be made by the Employer and the Employee where appropriate.
- (b) An Employee on layoff for a period in excess of 13 weeks may elect to continue to participate in the Extended Health Care, Dental and Group Life Insurance Plans, provided he had been participating in such benefits plans on the date of layoff, beyond 13-weeks 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.

ARTICLE 20 – JOB POSTING

20.01 The University will post a vacancy which occurs in any occupational classification covered by this Agreement. The Employer shall, if it determines to fill such vacancy, for 5 Business Days post a notice online and on bulletin boards stating that it intends to fill the vacancy and the date by which application should be submitted. The Employer will post the name of the successful applicant when the position has been filled.

20.02 Promotions and demotions shall be based on the following factors:

- (a) seniority;
- (b) the requirements and efficiency of operations and the skill, competence, ability, knowledge and training of the individual to do the job.

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 2 or more Employees, seniority shall govern. When necessary the senior applicant shall be given an orientation period of 10 working days in order to demonstrate his qualifications as in (b) above.

20.03 Trial Period

The successful applicant shall be placed on trial for a period of 60 days for which the Employee is paid, and has worked. In the event the successful applicant proves unsatisfactory in the position during the aforementioned period, or if the Employee finds himself unable to perform the duties of the new position, he shall be returned to his former position and hourly rate without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position and hourly rate without loss of seniority.

20.04 Temporary Employees

- (a) Employees may be hired for a specific term, with a duration of no more than 52 weeks to replace an Employee on leave of absence or to perform a specific task. Employees may be hired for a specific term with a duration of no more than 60 worked days in a 1 year period to perform a specific task. On mutual agreement of the Union and the University, the time may be extended.
- (b) The release or discharge of such Temporary Employees shall not be the subject matter of a grievance. The Employer will inform the Temporary Employees selected to fill such temporary

positions and the Union the reasons of such vacancy and the specific conditions related to such employment.

ARTICLE 21 – WAGES

21.01 Pay Equity

As per the Pay Equity Legislation, the University and the Union have negotiated a Pay Equity Plan and have used the Hay Method of Job Evaluation for Pay Equity purposes.

21.02 The job classifications and hourly wage rates are as set out in Appendix “A” hereto. Such wages shall be paid bi-weekly on Fridays or the immediately preceding business day should the regular pay day be a holiday.

21.03 Apprenticeships

(a) Apprentices are to be paid in accordance with the following formula:

- i. last 2000 hours prior to certification – 90% of applicable wage rate
- ii. second last 2000 hours prior to certification – 80% of applicable wage rate
- iii. third last 2000 hours prior to certification – 70% of applicable wage rate
- iv. fourth last 2000 hours prior to certification – 60% of applicable wage rate

(b) An apprentice's seniority date for layoff purposes will be the date of entry to the "Machinist" classification. All benefits will be based on the date of employment provided there has been no break in service as outlined in Article 18.

(c) There is no guarantee that an apprentice will be continued in the employ of the Employer after completion of his apprenticeship.

(d) Apprentices shall not be entitled to any provisions of this collective agreement unless specifically stated otherwise.

21.04 When so designated by management, an Employee who fills in for the Lead Hand for 1 or more full Business Days shall be paid a Lead Hand premium of \$2.00 per hour for each hour worked in this acting capacity.

21.05 Storm Emergencies

(a) Employees will be covered by the conditions set out in the University's Storm Emergency Policy.

(b) On 'closed' snow days, Employees who are otherwise scheduled to work will be paid whether they come to work or not.

(c) Employees who report to work and are deemed to be performing essential services on a 'closed day' will receive, in addition to their regular wages, equivalent time off at straight time.

21.06 Pay stubs will provide continuous year-to-date calculations regarding pension contributions, vacation entitlement, sick leave, and union dues deductions.

ARTICLE 22 – INJURY & ILLNESS

22.01 Sick Leave Due to Non-Occupational Injury or Illness

- (a) 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 shall not exceed 720 hours and will be calculated on the basis of the Employee's commencement date in the Bargaining Unit. The Employer will include the Employee's accumulated sick bank hours on his bi-weekly pay stub.
- (b) Subject to Article 22.01(d), an Employee who has completed his probationary period will be paid 1 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 Employer will continue to pay 50% of the Employee's normal wage until the 720th hour of absence. For purposes of this Article 22, "normal wages" shall mean the Employee's base hourly rate multiplied by the Employee's regularly scheduled hours of work.
- (c) When an Employee is on scheduled vacation and such vacation is interrupted by the Employee being hospitalized as an in-patient as a result of injury or illness, the Employee may elect, if he so chooses, to utilize existing sick leave provisions for the period of hospitalization, subject to all other provisions of Article 22. The unused vacation will be rescheduled at a later date in accordance with the provisions of Article 16.02.
- (d) The Employee shall receive sick leave benefits for the 1st day of absence in any one benefit year (July 1st to June 30th). For all subsequent absences during any one benefit year, sick leave benefits will be payable from the 4th full working day of absence due to non-occupational injury or illness, subject to the Employee providing medical documentation supporting the absence that is satisfactory to the Employer, unless the Employer waives this requirement
- (e) While receiving 100% of normal wages from his sick bank, all required deductions and remittances, including those for benefit and pension contributions, will be made.
- (f) Hours taken for appointments with a doctor, dentist or other health practitioner shall be deducted from an Employee's 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). Hours taken for appointments with a doctor, dentist or other health practitioner shall not be counted as absences for the purposes of Article 22.01(d).

22.02 Reporting Absences

Every Employee who is absent from work due to injury or illness shall comply with the requirements of Article 13.05: "*Reporting Absences*". Employees will maintain communication throughout the absence on a reasonable schedule to be established by the Supervisor, in consultation with the Employee, and Employee Health Services.

22.03 Medical Documentation

- (a) Upon return to work following an absence of 3 days or more due to injury or illness, a medical certificate, signed by the Employee's doctor, and confirming the Employee's disability for the period of absence must be submitted to the Employee's Supervisor.
- (b) The Employee is responsible for costs incurred in connection with attending appointments at, or information required from, the Employee's physician.

22.04 Absence Due to Occupational Injury or Illness

- (a) Subject to Article 22.04(b), every Employee who is absent from work due to an occupational illness or injury that is subject to a claim for Workplace Safety and Insurance

Board ("WSIB") benefits will be unpaid for the duration of the absence from work and the Employer will instruct the WSIB to pay WSIB benefits, if any, directly to the Employee.

- (b) If an Employee makes a claim for WSIB benefits and that claim is subsequently denied, then the Employee will be eligible for sick leave benefits in accordance with, and subject to, all the requirements of Articles 22.01, 22.02, 22.03 and 22.05.

22.05 Accommodation and Return to Work

- (a) The Employer will maintain the Return to Work Program, RMM #1002.
- (b) The Employee and Union will participate in the Return to Work Program. The Employee has the right to the representation and support of his Union Steward, as requested.
- (c) An Employee may be required to provide written consent for the exchange of relevant medical information between the Employee's physician and the Employer's physician by signing a consent form. If, an Employee has an objection to providing such consent, the Employee will contact the Union. The Union shall discuss said concern with the Employer and the Employee shall instead attend at the Employer's physician, at the Employer's expense.
- (d) If the Employer or both the Union and Employee requests that an Employee attend an independent medical examination ("IME") by a selected health professional, the cost of such examination shall be paid by the Employer, including reasonable Employee travel expenses required to attend the appointment.
- (e) An Employee returning to work after an absence due to illness or injury of less than 24 consecutive months will return to his former position provided:
 - (i) it still exists; and
 - (ii) he is capable of performing the bona fide occupational requirements of the position, subject to any workplace accommodations required in accordance with the Ontario Human Rights Code;

failing which, the Employee shall be permitted to displace a junior Employee in accordance with Article 19.04.

22.06 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 agents to administer the disability insurance program; or,
 - (iii) the WSIB.

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

22.07 Employee Medical Files

- (a) An Employee's Medical File shall be maintained by the Office of the Occupational Health Nurse and Occupational Physician in an area separate from all other personnel files and under secure conditions. This file may contain an Employee's personal medical information.
- (b) Access will be limited to the Employee and the Offices of the Occupational Health Nurse and Occupational Physician who have legitimate reason to maintain and access such files. Access to any other persons will only be provided with the prior written authorization of the Employee or his Power of Attorney.

ARTICLE 23 – BENEFITS

23.01 Group Benefits

(a) **General**

- (i) Subject to Articles 23.01(b), (c), (d), and (e), Employees are eligible to participate in the Extended Health Plan, Dental Plan, Group Life Insurance plan and Accidental Death and Dismemberment Plan (AD&D). Payment of Employee premiums ~~with~~ will be made through bi-weekly payroll deduction.
- (ii) The Employer will make benefit booklets accessible via the McMaster University website. Printouts will be made available to individual Employees upon request.

(b) **Extended Health Plan**

The Employer shall pay 100% of the billed costs for all eligible Employees, for the Extended Health Plan in effect at September 30, 2015, and as may be amended, including the Rx05 drug formulary for prescription drugs. Participation in this Plan is a condition of employment. Eligible Employees must enroll their eligible family members before benefits are provided.

(c) **Dental Plan**

The Employer shall pay 100% of the billed costs for all eligible Employees for the Dental Plan in effect at September 30, 2015, and as may be amended. Participation in this Plan is a condition of employment. Eligible Employees must enroll their eligible family members before benefits are provided. Employees who have coverage through their spouse may opt not to participate.

(d) **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 September 30, 2015, and as may be amended. Participation in this 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.

(e) **Accidental Death and Dismemberment Coverage**

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.

23.02 Post-Retirement Benefits

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

- (i) An Employee hired before April 1, 2009, provided the Employee collects a pension immediately upon leaving the University;
 - (ii) An Employee hired between April 1, 2009, and September 30, 2010, inclusive, and who has at least 10 years cumulative service with the University as of the date of retirement, has reached age 60 and provided the Employee collects a pension immediately upon leaving the University; and
 - (iii) Employees hired on or after October 1, 2010, in accordance with Appendix B regarding the Post Retirement Benefit Co-Pay Program;
- (b) Post-retirement benefits are provided in accordance with the applicable post-retirement benefit plans and, for each eligible retiree, limited to those benefits in which the retiree participated as an active Employee on the day immediately preceding his retirement date.

23.03 Pension Plan

- (a) Eligible Employees will participate in the Pension Plan. The Employer will administer the Pension Plan in accordance with the terms and conditions of the Pension Plan in effect upon ratification of this Agreement, Appendix C of this Agreement, and the appropriate legislation.
- (b) Employees hired on or after April 1, 2009, are not eligible to participate in the Pension Plan. Such Employees shall participate in the Group Registered Retirement Savings Plan, in accordance with Appendix D.

ARTICLE 24 – PREGNANCY/PARENTAL LEAVE

24.01 All Employees are entitled to pregnancy and/or parental leaves in accordance with the *Employment Standards Act, 2000*, (the “ESA”).

(a) Financial Benefits

An Employee who takes a pregnancy or parental leave pursuant to this Article 24 is entitled to the financial benefits set out in 24.01(a)(i) (Option A) or 24.01(a)(ii) (Option B) below, at his or her election. It is understood that an Employee electing to take a pregnancy leave and a parental leave for the same child (or children) may elect to receive financial benefits for either leave (under either Option) but not both leaves.

(i) Option A

For each week of leave up to the 19th week, inclusive, the University will pay 90% of regular earnings, 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 his or her Employment Insurance Act entitlement is less than the EI Max, his or her weekly payment from the University will be 90% of regular earnings less the amount of his or her Employment Insurance Act entitlement.

OR

(ii) Option B

For the first 4 weeks of leave, the University will pay 100% of regular earnings.

(b) Other Benefits

- (i) An Employee who takes a pregnancy and/or parental leave pursuant to this Article 24 is entitled to continue to participate in all pension and health benefits plans, as may be

applicable, including Extended Health, Dental and Basic Group Life, for the duration of the leave(s), provided the Employee continues to contribute his or her normal share of the cost of these benefits, including pension contributions.

- (ii) Any Employee wishing to continue participation in any of the Employee-paid benefits, as may be applicable, such as Optional Life insurance, and AD&D insurance, must notify Human Resources Services of this decision in advance of the commencement of the leave and arrange for the payment (e.g. payroll deduction) of the Employee's normal share of benefit premiums.
- (iii) Vacation shall continue to accrue during all pregnancy and parental leaves.

ARTICLE 25 – LEAVE OF ABSENCE

25.01 Unpaid Personal Leave

Subject to the University's work requirements, unpaid leaves of absence up to a maximum of 3 months may be granted, at the discretion and approval of the Supervisor. The Employee may continue to participate in the Employer benefit plans, in which they are enrolled immediately prior to the leave in accordance with Article 23, provided he pays both the Employee and the Employer benefit plan premiums in advance. The Employee will not participate in the Pension Plan for the duration of the leave. Such leave shall not be granted unless vacation and Paid Personal Leave Day entitlements are exhausted.

25.02 Paid Personal Leave Days

Employees will be granted 2 Personal Leave Days with pay and with no loss of benefits, each calendar year, to be scheduled by agreement of the Employee and his Supervisor.

25.03 Family Medical Leave

An Employee may take a leave of absence, without pay, for up to 8 weeks to provide care or support to a seriously ill family member. Such leave shall be taken in accordance with the provisions of the *Employment Standards Act, 2000*, and arranged with his Supervisor.

25.04 Jury Duty

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.

25.05 Bereavement Leave

- (a) An Employee shall be entitled to a leave of absence without loss of pay, to a maximum of up to 7 consecutive calendar days in the event of a death of a member of the Employee's immediate family. Immediate family shall be defined as: spouse, son, daughter, mother, father, step-parents, step-children, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.
- (b) An Employee shall be entitled to a leave of absence without loss of pay, to a maximum of up to 1 working day, in the event of the death of the Employee's aunt, uncle, niece, nephew and spouse's grandparent.
- (c) An Employee who needs to travel out of the country for the purpose of attending the funeral/memorial service shall be entitled to a leave of absence to a maximum of up to 5 consecutive calendar days without pay.

ARTICLE 26 – TUITION ASSISTANCE/BURSARY PROGRAM

26.01 Tuition Assistance Program

- (a) The Employer encourages Employees to take courses of instruction, particularly those for university credit and those which are directly related to their work.
- (b) The Tuition Assistance program is a benefit provided by the Employer to all Employees. Eligibility for, and participation in, the Tuition Assistance program, shall be in accordance with the University's policy entitled "Tuition Assistance – Active Employees", as it exists from time to time.

26.02 Tuition Bursary Program

The Tuition Bursary program shall be available to an Employee's spouse and dependent children who have registered at McMaster University in a degree credit course. Eligibility for, and participation in, the Tuition Bursary program, shall be in accordance with the University's policy entitled "Bursaries for Spouses and Dependents of University Employees" as it exists from time to time.

- 26.03 When an Employee is required by the Employer to take a course, the full cost associated with the course shall be paid by the Employer. With the prior approval of his Supervisor, the cost of an Apprentice's books shall also be reimbursed to the Employee upon submission of appropriate receipts.

ARTICLE 27 – TOOL ALLOWANCE

- 27.01 The Employer will provide all Employees with an Allowance of \$375 effective October 1 of each year of the Agreement. This shall be inclusive of a Work Clothes Allowance of \$125/year and a Tool Allowance of \$250/year.

ARTICLE 28 – NATIONAL SECURITY

- 28.01 The Canadian government, either directly or through its agencies, may instruct the Employer with respect to the security of information and materials and the personnel permitted to do certain work. The Union recognizes that the Employer is obliged to meet such instructions and that for such reason the Employer may refuse certain Employees access to the work or may transfer Employees covered by such instructions.

ARTICLE 29 – PAID EDUCATION LEAVE (PEL)

- 29.01 Effective the date of ratification by both Parties, the Employer agrees to pay to the SEIU Local 2 BGPWU, 2 cents per hour per Employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading Employee skills in all aspects of trade union functions. The Union will provide the Employer with the information required to make these payments on a monthly basis. Payment will be accompanied by the information used to calculate the payment.

ARTICLE 30 – CONTRACTING OUT

- 30.01 The University shall not contract out work usually performed by members of this Bargaining Unit if, as a result of such contracting out, a lay-off of any Employees other than casual part-time or Temporary Employees results from such contracting out. Contracting out to an employer who is organized and who will employ the Employees of the Bargaining Unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

APPENDIX "A"

JOB CLASSIFICATIONS, HOURLY WAGE RATES AND LUMP SUM PAYMENTS

Hourly Wage Rates

| Classification | Current | DoR ¹ | October 1, 2016 | October 1, 2017 | October 1, 2018 | October 1, 2019 |
|------------------------|---------|------------------|-----------------|-----------------|-----------------|-----------------|
| Lead Hand | \$36.41 | \$36.72 | \$37.05 | \$37.42 | \$37.89 | \$38.27 |
| Machinist - Specialist | \$34.06 | \$34.35 | \$34.66 | \$35.01 | \$35.45 | \$35.80 |

Lump Sum Payments

1. On the 2nd regular payroll deposit date following the date of ratification of the collective agreement by both Parties, all Employees in the bargaining unit shall be paid a one-time lump sum payment in the gross amount of \$1,000.00, subject to all applicable statutory deductions and remittances.
2. Each Employee participating in the Pension Plan on July 15, 2018, will receive a one-time lump sum payment of \$1,200.00, subject to applicable statutory and payroll deductions, as an offset to increases to employee pension contributions. This payment will be made on the 2nd regular payroll deposit date following July 15, 2018.

¹ DoR means the date of ratification by both Parties

APPENDIX “B”

POST RETIREMENT BENEFIT CO-PAY PROGRAM

Employees hired on or after October 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; and
- b. have attained a minimum age of 60 as at the date of 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 | 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 |

APPENDIX "C"

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 23.04 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 ¹ | In Excess of YMPE ¹ |
| Current | 6.50% of wage rate | 8.75% of wage rate |
| Effective July 15, 2018 | 7.00% of wage rate | 10.0% of wage rate |

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

1. YMPE means the year's maximum pensionable earnings as defined by the Canada Revenue Agency. For 2015, the YMPE is \$53,600.00 and will increase on a calendar basis.

APPENDIX "D"

GROUP REGISTERED RETIREMENT SAVINGS PLAN

ELIGIBILITY

- Mandatory enrolment for Employees hired on or after April 1, 2009.

WAITING PERIOD BEFORE ENROLMENT

- After expiry of probationary period.

CONTRIBUTIONS FOR SPECIFIC SITUATIONS

- Active (regular) employment - Employee deductions on a biweekly basis ("Required Contributions"), as follows:

| Effective Date | Rate Bracket | Required Contributions | Vehicle | = | Total Contributions |
|---|-------------------------------|------------------------|---------|---|---------------------|
| Jan 1, 2016 (and where no ORPP²) | Ctrbs up to YMPE ¹ | 3.50% | GRRSP | = | 3.50% |
| | Ctrbs in excess of YMPE | 5.00% | GRRSP | = | 5.00% |
| 1st Date ORPP Legislation in Effect (Ctrbs of "X"³ Required) | Ctrbs up to YMPE | 3.50% - X% | GRRSP | = | 3.50% |
| | | X% | ORPP | | |
| | Ctrbs in excess of YMPE | 5.00% - X% | GRRSP | = | 5.00% |
| | | X% | ORPP | | |

NOTE: It is anticipated that the ORPP will come into effect on January 1, 2017, for McMaster University (a "Wave 1" Employer), and contribution amounts will be phased-in as follows:

- 2017: 1.6% combined contribution rate (0.8% employee contribution rate)
- 2018: 3.2% combined contribution rate (1.6% employee contribution rate)
- 2019: 3.8% combined contribution rate (1.9% employee contribution rate)
- 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.

² "ORPP" means the Ontario Registered Pension Plan that was announced in the 2014 Ontario Budget and is anticipated to be introduced in 2017. The maximum combined contribution rate of 3.8% will be shared equally by employers and employees who do not have a comparable workplace registered pension plan.

³ X = the amount of contributions required by the ORPP, and as may be increased over time by that legislation.

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 leaving the employ of the University 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.

Letter of Understanding Re: Rx05

The Parties agree that, effective October 1, 2015, the drug formulary for Post-Retirement Benefits will change from the current Plan IV to Rx05. This change will only apply to Employees who retire on or after October 1, 2015, and who are eligible for Post-Retirement Benefits pursuant to Article 23.02.

Re: Paramedical and Vision Coverage

Effective upon the date of ratification, 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, and
- An increase to paramedical services, with the exception of speech therapists, from \$400 to \$500 per person per benefit year with no per visit maximum.

Signed this ____ day of _____, 2016.

FOR THE UNION

FOR THE UNIVERSITY
