

# COLLECTIVE AGREEMENT



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Between

**McMaster University**

and

**The International Union of Operating Engineers, Local 772  
C.F.L. – A.F.L. – C.I.O.**

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**2010 – 2014**

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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 to ensure the timely handling and disposition of complaints and grievances and to set forth an Agreement covering rate of pay and other working conditions.

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

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

**ARTICLE I - 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 30<sup>th</sup> day of April, 2014.

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:

Assistant Vice-President, Human Resources  
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 II - 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) the Manager, Utility Services

- 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:

- i) training and experimentation
- ii) emergencies
- iii) qualified Employees not being immediately available.

### **ARTICLE III - 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.

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

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

**Employer:** refers to McMaster University.

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

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

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

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

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

**University:** refers to McMaster University.

### **ARTICLE IV - 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 I.U.O.E. 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 V - 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 20th day of the month following the month the deduction is made, 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 VI - NO HARASSMENT/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.

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

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

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

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

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

6.07 **General Harassment:** The Parties agree to foster a harassment free workplace. Harassment in the workplace includes threats or a pattern of aggressive or insulting behaviour by a person in the workplace, where the person knows or reasonably ought to know that this behaviour is likely to create an intimidating or hostile workplace environment.

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

6.09 The University's Anti-Discrimination Policy shall apply, including the procedures therein for addressing allegations of harassment or discrimination. The Policy can be found at:  
[http://www.mcmaster.ca/policy/General/HR/Anti-Discrimination\\_policy.pdf](http://www.mcmaster.ca/policy/General/HR/Anti-Discrimination_policy.pdf)

## **ARTICLE VII - JOINT WORKING CONDITIONS COMMITTEE**

7.01 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.

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 at least semi-annually or more frequently 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 develop terms of reference for the Committee that shall include the requirement to produce an agenda presented to each Party 2 working 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 working 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 two Employees on the JWCC is on his day off, the alternate Employee shall attend provided he is not also on his day off. If an Employee on the JWCC is required to attend a scheduled meeting on his day off, he shall receive pay at his regular hourly rate for a minimum of 2 hours.

## **ARTICLE VIII - 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 IX - HEALTH & SAFETY**

9.01 General

(a) The Employer is committed to providing and maintaining healthy and safe 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.

(b) The Employer is responsible for the provision of information, programmes, and resources to

maintain the Internal Responsibility System and to ensure compliance with all relevant statutes. The Assistant Vice-President Facility Services, Manager, Utility Services, Chief Operating Engineer, etc. are accountable for the safety of Employees who work within their area of jurisdiction and for compliance with statutory and University requirements.

(c) Employees have a duty to familiarize themselves with the Occupational Health and Safety Act and Regulations, to work in compliance with statutory and University requirements and prescribed safe work procedures, and to report unsafe conditions to their supervisors. No Employee will be disciplined for exercising their right to refuse unsafe work in accordance with the Occupational Health and Safety Act.

(d) The Employer will provide access to First Aid/CPR and re-certification training at no cost to Employees. Training will be held during the workday. Employees will receive compensated time off to attend these sessions. The Employer shall provide First Aid kits in the workplace. The number and location of First Aid kits shall be reviewed annually by the Campus Services Joint Health and Safety Committee.

(e) The Union agrees to endorse any education programmes 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**

The Employer shall continue to maintain a Campus Services Joint Health and Safety Committee providing effective coverage for its workplaces and activities.

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

The CJHSC will be structured in accordance with the Occupational Health and Safety Act and its members will have the power and authority specified therein. Terms of reference of the CJHSC will be determined by consensus of the Committee.

The Union will elect their worker representative(s) to the Campus Services Joint Health & Safety Committee.

All members of the CJHSC representing both management and workers will be certified members. The Employer agrees to pay the costs for certification training. Employees, once elected, will be provided with access to the first core certification training program available locally, and unless otherwise agreed to by the Parties, subject to approval of supervision. Approval to attend certification training will not be unreasonably withheld.

Employees will suffer no loss of remuneration for time required to carry out their responsibilities on both the Campus Services Joint Health and Safety Committee and CJHSC.

Should the elected worker representative choose to attend a Campus Services Joint Health & Safety Committee meeting or CJHSC meeting on his day off or outside his regularly scheduled hours, he shall receive pay at the applicable premium rate for all hours. These premium hours shall not be recorded for the purposes of overtime equalization. Premium time for all other health and safety activities shall be counted.

#### **9.03 Safety Equipment**

a) The Employer agrees to provide protective equipment and clothing when required by the *Occupational Health and Safety Act*, 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 pay a maximum of \$160 per year towards the cost of safety shoes. The foregoing shall be applicable to seniority Employees.
- c) The Employer agrees to pay 100% of the cost of prescription safety glasses (lenses and frames) to a maximum of \$300 every 24 months. The foregoing shall be applicable to seniority Employees.
- d) The Employer will provide uniforms at no cost for all Employees and those employed in the Power House will be required to wear such uniforms. Uniforms requiring replacement will be replaced with new uniforms.
- e) Any Employee required to work outside from the months of October to April, inclusive, shall be reimbursed by the Employer up to \$100 for the purchase of insulated coveralls and parka.

#### **ARTICLE X - GRIEVANCE PROCEDURE**

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

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

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

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

10.05 Stage Two. If within 5 calendar 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 calendar days after the decision of the Chief Operating Engineer or his designate has been given, or should have been given, present his representations in writing to the Manager of Utilities Services or his designate.

10.06 Stage Three. If, within 5 calendar 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 calendar days after the decision of the Manager of Utilities Services or his designate has been given or should have been given, make representations in writing to the Director, HR Employee Services & Support 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 Manager of Utilities Services or his designate at Stage Two shall be considered. Every effort will be made to settle such grievance within 10 calendar days from the date upon which the Director, HR Employee Services & Support received written notice of the matter. The Director, HR Employee Services & Support 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 XI - ARBITRATION**

11.01 If the decision of the Director, HR Employee Services & Support or designate relating to the interpretation, application, administration or alleged violation of this Agreement, including whether the matter is arbitrable or not, is not satisfactory to the Employee concerned, the Union may, by serving written notice of appeal on the Employer within 7 calendar days of the delivery of said decision, refer the matter to arbitration.

11.02 The Employer and the Union shall select an arbitrator to whom such grievance may be submitted for arbitration within 10 calendar days from the Employer's receipt of the Union's notice of appeal. No person may be appointed as an arbitrator who has participated directly in any attempt to settle the grievance.

11.03 In the event the Parties cannot agree on the selection of an arbitrator as outlined in Article 11.02, or mutually agree to elect to use a board of arbitration, each Party will appoint a nominee within 10 calendar days from the Employer's receipt of the Union's notice of appeal, and the 2 nominees shall appoint an arbitrator who shall be the Chairperson within 20 calendar days of the Employer's receipt of the Union's notice of appeal. A Chairperson shall be chosen having regard to his impartiality, qualifications in the interpretation of grievances and familiarity with labour relations. The decision of the majority of the board of arbitrators shall be final and binding upon the Parties and any Employee affected by it.

11.04 No person may be appointed as a nominee or an arbitrator who has participated directly in any attempt to settle or negotiate the grievance.

11.05 The arbitrator or arbitration board has all the duties and powers of an arbitration board as stated in the *Ontario Labour Relations Act, 1995*, as amended from time to time. In no event shall an arbitrator or board of arbitration be authorized to alter, modify or amend any part of this Agreement.

11.06 Each of the Parties will share equally the fees and expenses of the sole arbitrator, or Chairperson of a board of arbitration as the case may be. Each Party will bear the fees and expenses of its representatives and participants and for the preparation and presentation of its own case, and, if applicable, of the nominee appointed by it.

11.07 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 XII - 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 Manager of Utilities Services or designate within 5 calendar 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 XIII - 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. See also Article 16.03.

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. Management will not arbitrarily withhold permission.

### **ARTICLE XIV - OVERTIME CALL OUT AND CALL BACK**

#### Overtime

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

- i. in any day in excess of 8 hours, or 12 hours when employed on a 12-hour operating schedule;
- ii. in any work week in excess of 40 hours averaged over a 4-week operating schedule;
- iii. on a Saturday; or
- iv. on a Sunday;

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

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

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

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

14.04(a) Subject to Article 14.04(b), overtime assignments shall be offered to Employees in order of overtime accumulation from lowest to highest in accordance with the overtime log, provided such Employees are available and qualified to work such overtime. All hours worked and refused

shall be counted towards the accumulation of overtime. Overtime accumulation shall be maintained daily in the overtime log by the Employees and posted monthly in the control room by the Employer.

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

14.05 Employees shall have the option of time off in lieu of overtime payment. Time off shall be taken within 60 calendar days and only with the prior approval of the Employer. Time off not taken within 60 calendar days shall be paid out, unless otherwise previously agreed with the Employer.

#### Call Out

14.06 If the Employer calls an Employee to work on a shift for which he was not scheduled and that shift is not on a Sunday, he shall be paid at a rate of 1½ times his regular hourly rate for time actually worked by him with a minimum of four hours at such rate. If the Employer calls an Employee to work on a shift for which he was not scheduled and that shift is on a Sunday, he shall be paid at a rate of 2 times his regular hourly rate for time actually worked by him with a minimum of four hours at such rate.

#### Call Back

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

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

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

### **ARTICLE XV - PAID HOLIDAYS**

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

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

15.02(a) For the 50-month period beginning April 1, 2010, the paid holidays listed in 15.01 above will be observed on the following dates (each an "Observed Holiday"):

#### 2010

Friday, April 2nd	Good Friday
Monday, May 24th	Victoria Day

Thursday, July 1st	Canada Day
Monday, August 2nd	Civic Holiday
Monday, September 6th	Labour Day
Monday, October 11th	Thanksgiving Day
Monday, December 27 <sup>th</sup>	In lieu of the day before Christmas Day
Tuesday, December 28 <sup>th</sup>	In lieu of Christmas Day
Wednesday, December 29th	In lieu of Boxing Day
Thursday, December 30th	In lieu of New Year's Day 2011
Friday, December 31st	In lieu of the day after New Year's Day 2011

2011

Monday, February 21st	Family Day
Friday, April 22nd	Good Friday
Monday, May 23rd	Victoria Day
Friday, July 1st	Canada Day
Monday, August 1st	Civic Holiday
Monday, September 5th	Labour Day
Monday, October 10th	Thanksgiving Day
Monday, December 26th	Boxing Day
Tuesday, December 27th	In lieu of the day before Christmas Day
Wednesday, December 28th	In lieu of Christmas Day
Thursday, December 29th	In lieu of New Year's Day 2012
Friday, December 30th	In lieu of the day after New Year's Day 2012

2012

Monday, February 20th	Family Day
Friday, April 6th	Good Friday
Monday, May 21st	Victoria Day
Monday, July 2nd	Canada Day
Monday, August 6th	Civic Holiday
Monday, September 3rd	Labour Day
Monday, October 8th	Thanksgiving Day
Monday, December 24 <sup>th</sup>	the day before Christmas Day
Tuesday, December 25th	Christmas Day
Wednesday, December 26th	Boxing Day

2013

Tuesday, January 1 <sup>st</sup>	New Year's Day
Wednesday, January 2 <sup>nd</sup>	The day after New Year's Day
Monday, February 18th	Family Day
Friday, March 29th	Good Friday
Monday, May 20th	Victoria Day
Monday, July 1st	Canada Day
Monday, August 5th	Civic Holiday
Monday, September 2nd	Labour Day
Monday, October 14th	Thanksgiving Day
Tuesday, December 24 <sup>th</sup>	The day before Christmas Day
Wednesday, December 25th	Christmas Day
Thursday, December 26th	Boxing Day
Friday, December 27 <sup>th</sup>	In lieu of the day after New Year's Day 2014

2014

Wednesday, January 1 <sup>st</sup>	New Year's Day
Monday, February 17th	Family Day
Friday, April 18th	Good Friday

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

Regular Day Off – Employee Does Not Work

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

Regular Day Off – Employee Works

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

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

Regular Scheduled Day

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

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

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

15.04(b) Notwithstanding Article 15.04(a), if an Employee is absent or did not work a scheduled shift on the day immediately preceding or immediately following an Observed Holiday, he will be paid Holiday Pay for the Observed Holiday provided:

- i. the absence is due to an illness or accident requiring his absence from work and a doctor's certificate to that effect is submitted by the Employee; and
- ii. the Employee has worked in the 30-day period immediately preceding the Observed Holiday.

**ARTICLE XVI - 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, both inclusive.

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

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 Assistant Vice-President Facility Services.

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 XVII - SENIORITY**

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

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

A break in service and a termination of employment shall be deemed to have occurred if an Employee:

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

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

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

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

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

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

Services website.

### **ARTICLE XVIII - 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 XIX - SICK LEAVE**

19.01 The University sick leave plan provides Employees with income while they are legitimately unable to work due to disability resulting from illness or injury.

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

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

In the event the sick leave accumulation is exhausted prior to the 720<sup>th</sup> hour, the University will continue to pay 50% of normal wages until the 720<sup>th</sup> hour of absence, as applicable under Article 19.07.

19.04 To be eligible to receive sick leave payment in accordance with Article 19.03, an Employee must, unless unable due to extreme circumstances, notify his supervisor as early as possible but not later than during the first hour of the first day on which he is absent from work.

#### **19.05 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 Workplace Safety and Insurance Board (WSIB).

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

#### **19.06 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.

19.07 Upon return to work following an absence of 3 days or more, 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.

19.08 Sick leave provisions 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 19.09.

19.09 An Employee may be required to furnish medical evidence for absences of less than 3 days and/or be examined by a physician appointed by the University. This requirement shall not be exercised in an arbitrary or discriminatory manner. In the event of a difference of opinion, the Employee will have the right to a third medical opinion, at the Employer's expense, by a mutually acceptable physician.

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

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

19.12 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.

19.13 An Employee's normal wage is his base hourly rate multiplied by the Employee's regularly scheduled hours of work.

#### **ARTICLE XX - WELFARE 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 below.

20.02 Pension Plan:

- (a) Subject to Article 20.02(b), eligible Employees will participate in the Hourly Pension Plan for Employees of McMaster University. The Employer will administer the Plan in accordance with the terms and conditions of the Plan in effect upon ratification of this collective 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.
- (c) Subject to Article 20.02 (d) and Appendix C, those Employees with 10 years or more of service at retirement, who collect a pension immediately upon leaving the University, or who are eligible for the Group RRSP and who retire, continue to participate in the Extended Health, Dental and Group Life Plans as set out for retiring Employees.
- (d) Subject to Appendix C, those Employees who are eligible for the Group RRSP continue to participate in the Extended Health, Dental and Group Life Plans as set out for retiring Employees, provided they:
  - i) retire at age 60 or older; and
  - ii) have 10 or more years of service at retirement; and
  - iii) immediately upon leaving the University, convert their Group RRSP entitlement earned while at the University into a Registered Retirement Income Fund (RRIF); and
  - iv) provide evidence of iii), satisfactory to the University.

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

Participation in this programme is a condition of employment. Eligible Employees must enroll their eligible family members before benefits are provided.

20.04 **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 this programme 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.

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

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

20.06 **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.

20.07 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.

20.08 The Employer will provide every Employee with a benefit booklet upon request that describes their coverage under the existing plans. The booklet will be updated within 3 months of any changes to existing coverage and made available on the Human Resources Services website.

20.09 **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 employment.

20.10 **Bursary Plan:** The Employer offers bursaries to dependents of eligible Employees who have completed three 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.

20.11 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 XXI - JURY DUTY**

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

#### **ARTICLE XXII - BEREAVEMENT PAY**

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

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

22.02 An Employee who needs to travel out of the country for the purpose of attending the funeral will be granted an additional 3 consecutive unpaid working 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 one shift, without loss of regular pay or benefits, by arrangement with the Employee's Supervisor. Such request will not be unreasonably denied.

**ARTICLE XXIII - PREGNANCY LEAVE/PARENTAL LEAVE**

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

**ARTICLE XXIV - INTERPRETATION**

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

24.02 The Employer, the Union and the Employees shall abide by the said *Technical Standards and Safety Act, 2000* as amended and any regulations made from time to time thereunder.

**ARTICLE XXV - 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 Collective Agreement.

25.02 Effective January 1, 2003 - Employees will be granted one Personal Leave Day with pay and with no loss of benefits or seniority, each calendar year, scheduled at a time mutually agreeable to the Employee and his Supervisor. In extenuating circumstances, the Personal Leave Day may be granted by the Supervisor on the same day that it is requested. Approval for a requested Personal Leave Day shall not be unreasonably denied.

25.03 The University recognizes unpaid Family Leave and Emergency 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 XXVI - WAGES**

26.01 The hourly wage rates shall be as follows:

Classification	Effective Date						
	Feb 28 /10	Sept 5 /10	Sept 4 /11	Mar 4 /12	Sept 2 /12	Mar 3 /13	Feb 16 /14
Operations & Relief	\$31.28	\$31.91	\$32.47	\$32.88	\$33.46	\$34.05	\$34.90
2 <sup>nd</sup> Class Engineer	\$29.56	\$30.15	\$30.68	\$31.06	\$31.60	\$32.15	\$32.95
3 <sup>rd</sup> Class Engineer	\$28.38	\$28.95	\$29.46	\$29.83	\$30.35	\$30.88	\$31.65
3 <sup>rd</sup> Class Engineer (Maintenance & Relief)	\$30.10	\$30.70	\$31.24	\$31.63	\$32.18	\$32.74	\$33.56
4 <sup>th</sup> Class Engineer	\$21.54	\$21.97	\$22.35	\$22.63	\$23.03	\$23.43	\$24.02
Helper	\$18.32	\$18.32	\$18.32	\$18.32	\$18.32	\$18.32	\$18.32

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

Such wages shall be paid by direct bank deposit to Employees' designated bank accounts every second (2<sup>nd</sup>) Friday.

26.02 Where there is a shortage of pay on an Employee's cheque, in excess of \$25, the Employer shall issue a cheque for the outstanding balance within 3 working days of notification.

#### Shift Premium

26.03 Employees will be paid a shift premium of 85 cents per hour for all hours worked between 3:00 p.m. and 7:00 a.m.

#### Certificate Renewals

26.04 The University will reimburse the costs of certificate renewals annually for each Employee in respect of IMT McMaster University and Operating Engineer's certificates.

#### Skilled Workers Adjustment

26.05 All Employees in the bargaining unit on March 1, 2010, or the date of ratification, whichever is later, shall be paid a one-time lump sum Skilled Workers Adjustment in the gross amount of \$1,725.00, subject to all applicable statutory deductions and remittances. This amount will be paid by direct deposit on the second regular pay date following the date of ratification.

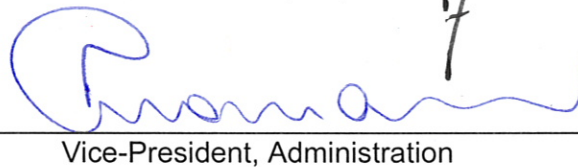
IN WITNESS WHEREOF the Employer has caused its corporate seal to be affixed hereto under the hands of its proper officers in that behalf and the authorized representative of the Union have hereunto set their hands and seals.

EXECUTED at the Hamilton as of the date first above written.

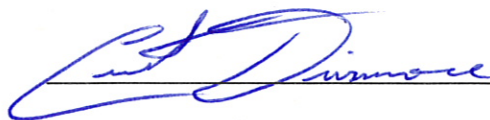
**MCMASTER UNIVERSITY**

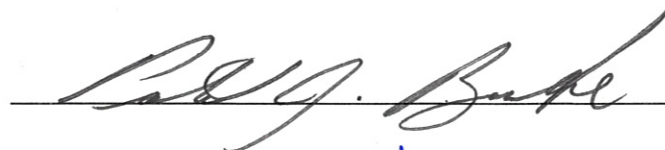
  
Assistant Vice-President, Facility Services

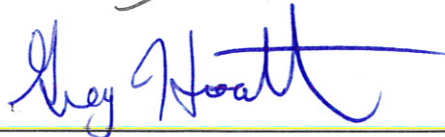
  
Assistant Vice-President, Human Resources

  
Vice-President, Administration

**INTERNATIONAL UNION OF OPERATING ENGINEERS**  
**LOCAL 772, C.F.L., A.F.L., C.I.O.**







## 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:

	<b>Employee Contribution Rate on Regular Annual Salary</b>	<b>Employee Contribution Rate on Regular Annual Salary</b>
	Up to YMPE	In Excess of YMPE
Effective March 4, 2012	4.50% of wage rate	6.00% of wage rate
Effective Sept 2, 2012	5.50% of wage rate	7.00% of wage rate
Effective March 3, 2013	6.00% of wage rate	8.00% of wage rate
Effective Feb 16, 2014	6.50% of wage rate	8.75% of wage rate

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

## **Appendix B**

### **Group Registered Retirement Savings Plan IUOE Operating Engineers**

#### **ELIGIBILITY**

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

#### **WAITING PERIOD BEFORE ENROLMENT**

- After expiry of probationary period.

#### **CONTRIBUTIONS FOR SPECIFIC SITUATIONS**

- Active (regular) employment – Employee deductions of 3.5% on base pay up to the YMPE currently \$47,200 per year) 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 prior to retirement, the Employee’s portion of the Group RRSP (including Employee and Employer contributions to the date of leaving) will be converted to an individual RRSP that the Employee takes with them on leaving the University’s employment.

## Appendix C

### Post Retirement Benefit Co-Pay Program (the “Co-Pay Program”)

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

- a. have completed the required years of continuing service as at the date of their retirement in accordance with the table below, and have participated in the extended health and dental benefit plans available to Employees during that period;
- b. have attained the Rule of 80 or age 65 as at the date of retirement; and
- c. collect an immediate annuity, whether reduced or unreduced, upon retirement.

Upon retirement, eligible retirees may elect to participate or not in the Co-Pay Program. Retirees who elect to participate shall contribute a percentage of the yearly cost of post-retirement benefits to the University, in accordance with the table below. Contributions shall be made on a monthly basis.

The yearly cost of post-retirement benefits to the University shall be determined by the University in the fall of each year, to be effective the following May 1. Retirees who elect to participate may permanently opt-out at any time thereafter, effective the first of a month.

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: Acting Chief Operating Engineer**

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

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

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

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

The Acting Chief Operating Engineer will be paid a premium of \$2.00 per hour for hours worked as 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 Manager, Utilities Services.

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

\*\*\*\*\*

**Re: Alternative Dispute Resolution Process**

The parties agree to meet during the first year of the Agreement to discuss an Alternative Dispute Resolution process, which, if mutually agreed by the parties, will precede the arbitration process.

\*\*\*\*\*

**Re: Co-Gen**

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

\*\*\*\*\*

**Re: Maintenance Schedules**

The maintenance shift schedule shall be in effect for the period beginning with the first Monday in June and ending on Labour Day each year and shall be posted on or before the preceding January 31. During this period, Employees in the 3<sup>rd</sup> Class Engineer classification shall receive the wage rate of the 3<sup>rd</sup> Class Engineer (Maintenance & Relief) classification for all hours worked. Following Labour Day, the regular shift schedule shall resume.

**Re: Valid IMT McMaster University Certificate**

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

\*\*\*\*\*

**Re: Apprenticeship Program**

During the term of this collective agreement the University is committed to collaborating with the IUOE to establish a government-subsidized Apprenticeship program for Operating/Power Engineers. The Parties will schedule meetings to explore this program in greater detail.

\*\*\*\*\*

**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: 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: Colin Easthope (Operations & Relief)**

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

\*\*\*\*\*

**Re: Anti-Discrimination Policy – Article 6.09**

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

In the event the University's Anti-Discrimination Policy is revised during the life of this Agreement, any such revisions shall apply accordingly.

**Re: Vision Coverage**

Effective the date of ratification, the Extended Health benefit plan shall be amended to reflect an increase to vision coverage for prescription eyeglasses or contact lenses from \$250 to \$300 per person every 24 months as a rolling benefit.