

COLLECTIVE AGREEMENT



Between

McMaster University

and

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

2005 - 2008

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THIS AGREEMENT made as of the 13th day of April, 2006

BETWEEN:

McMaster University
(hereinafter called the "Employer")

OF THE FIRST PART

- and -

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 772,

C.F.L., A.F.L., C.I.O.
(hereinafter called the "Union")

OF THE SECOND PART

WHEREAS by certificate dated 21st September 1959, the Ontario Labour Relations Board certified the Union as the bargaining agent for all stationary engineers and persons primarily employed as their helpers in the Power House of the Employer at Hamilton, save and except Chief Engineer.

NOW THEREFORE THIS AGREEMENT WITNESSETH the parties hereto hereby agree as follows:

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 30th day of November, 2008.

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 twenty-one (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
370 Main St. East, Suite 302
Hamilton, Ontario
L8N 1J8

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.

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:

- a) maintain order, discipline and efficiency;
- b) hire, direct, classify, transfer, promote, demote, layoff and for just cause, discharge, suspend or otherwise discipline Employees subject to the provisions of this Agreement;
- c) 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
- 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 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, or handicap.

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.

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 Committee will meet in a time frame as deemed necessary by the parties and

will consist of two (2) Management and two (2) Union selected representatives.

7.03 Employees on the JWCC shall suffer no loss of pay for attendance at any meeting. Should a committee member choose to attend a meeting scheduled on his/her day off, he/she shall receive pay at the applicable premium rate for a minimum of two (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 in the Labour Relations Act for the Province of Ontario.

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 XIX - HEALTH & SAFETY

9.01 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.

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. Director, Physical Plant, 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.

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.

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 Joint Occupational Health and Safety Committee for Physical Plant.

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 Physical Plant Joint Health and Safety Committee providing effective coverage for its workplaces and activities.

The parties recognize the existence of a Central Joint Occupational Health and Safety Committee (CJOHSC).

The CJOHSC 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 CJOHSC will be determined by consensus of the Committee.

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

All members of the CJOHSC 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 Joint Health and Safety Committee and CJOHSC.

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 \$140 per year effective upon ratification towards the cost of safety shoes; \$150 per year effective December 1, 2006; and \$160 per year effective December 1, 2007. 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 \$250 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) The Employer shall provide a \$60 voucher towards the purchase of insulated coveralls and parka to any employee required to work outside from the months of October to April inclusive.

ARTICLE X - GRIEVANCE PROCEDURE

10.01 Nothing herein shall prevent an individual employee from discussing a personal complaint with his/her immediate supervisor or from presenting a grievance on his/her 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 No. 2 and the time limits set out with respect to that step shall appropriately apply. However, it is understood that the provisions of this Section 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/her 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 Aggrieved employee shall first submit his/her representations in writing to the Chief Operating Engineer or his/her designate, either directly or through his/her Steward. Any such grievance shall be presented within 72 hours of the time when it arose.

10.05 Stage Two. If within 72 hours from the time such representations were presented a decision satisfactory to the employee is not given, then such employee may within 72 hours after the decision of the Chief Operating Engineer or his/her designate has been given, or should have been given, present his/her representations in writing to the Manager of Utilities Services or his/her designate.

10.06 Stage Three. If, within 72 hours from the time representations at Stage Two were presented, a decision satisfactory to such employee is not given, then such employee may, within 72 hours after the decision of the Manager of Utilities Services or his/her designate has been given or should have been given, make representations in writing to the Director, Employee/Labour Relations or his/her designate. Such Officer or other designate 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/her designate at Stage Two shall be considered. Every effort will be made to settle such grievance within ten days from the date upon which such Officer received written notice of the matter. Such Officer shall give the decision in writing on behalf of the Employer.

ARTICLE XI - ARBITRATION

11.01 If the decision of the Director, Employee/Labour Relations or his/her 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 five (5) working 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 seven (7) 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 ten (10) days from the Employer's receipt of the Union's notice of appeal, and the two nominees shall appoint an arbitrator who shall be the Chairperson within fifteen (15) days of the Employer's receipt of the Union's notice of appeal. A Chairperson shall be chosen having regard to his/her impartiality, his/her qualifications in the interpretation of grievances and his/her familiarity with labour relations. The decision of the majority of the board of arbitrators shall be final and binding upon all parties concerned 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 Arbitrator, or Chair of the Arbitration Board 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 The Employer and the Union shall each be responsible for one-half of the expenses of and fees payable to the Chairperson of the arbitrators and shall each be responsible for the expenses of their own nominee.

11.08 Each step in the aforementioned procedure shall be taken within the time limits above set forth, 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/she has been unjustly discharged will be treated as a grievance if a written statement of such grievance is lodged with the Superintendent of Utilities Services or his/her designate within five 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) re-instating 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 AND CALL OUT

14.01(a) Subject to 14.01(b) below, an employee shall be paid at the rate of one and one-half (1 ½) times his/her applicable hourly rate for time worked by him in any day in excess of eight hours, in any average work week in excess of 40 hours (except where such employee works such excess hours due to regular change of shift or mutual agreement with respect to a change of hours or shift).

14.01(b) When employed on a 12 hour operating schedule, Central Plant employees shall be paid at the rate of one and one half (1 ½) times his/her applicable hourly rate for time worked in any day in excess of twelve (12) hours (except where such employee works such excess hours due to mutual agreement with respect to a change of hours of shift).

14.02 An employee shall be paid at the rate of one and one-half (1 ½) times his/her applicable hourly rate for hours worked by him/her on a Saturday and/or a Sunday. An employee will be paid at the rate of two times his/her regular hourly rate for all hours worked in excess of 8 hours, on a Saturday and all overtime hours worked on a Sunday. For the purpose of this clause, Saturday and/or Sunday shall be considered to be the twenty four hour period commencing with the start of the first shift that begins on either of these two days.

14.03 If the Employer calls out any employee to work he/she shall be paid at a rate of one and one half (1 ½) times his/her regular hourly rate for time actually worked by him/her with a minimum of four hours at such rate. Sunday call outs to be paid at the rate of double time (2x) at a minimum for four hours at such rate.

14.04 An employee, being asked to work overtime for more than one hour on short notice (same day), will be provided with a payment for a meal in the amount of the prevailing rate of a dinner in the University cafeteria.

14.05 If an employee reports to work on his/her regular shift and is sent home by his/her supervisor with instructions to report on a later shift on the same day, he/she will be paid for a minimum of 2 hour's pay for call in at the regular hourly rate.

He/she will be paid the appropriate overtime rate for all hours subsequently worked on his/her regular shift and the later shift on the same day which are in excess of his/her regular number of scheduled hours.

The hours 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
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- The day before Christmas Day
- Christmas Day
- Boxing Day

15.02 A paid holiday shall be considered as commencing at 12 midnight of the day preceding the paid holiday and ending 12 midnight on the holiday.

15.03 Subject to Section 15.04, if an employee is not required to work on a paid holiday because it is his/her regular day off, he/she shall be paid for eight hours at his/her regular hourly rate for such holiday. If an employee is required to work and actually works on a paid holiday, he/she shall be paid for the hours so worked at the rate of one and one half (1 ½) times his/her regular hourly rate and, in addition, will be paid the paid holiday allowance of eight hours at his/her regular hourly rate. If an employee is required to work on a paid holiday that is his/her regular day off, he/she will be paid for the hours so worked at double his/her regular rate of pay in addition to the paid holiday allowance of eight hours at his/her regular rate and, in addition, will be granted another day off, without pay, in lieu of his/her regular day off.

15.04 No employee shall be entitled to pay for the holiday if he/she is absent or did not work a scheduled shift on the day immediately preceding or immediately following the statutory holiday, if either of these days were days on which he/she should have reported for duty. If an employee's absence has disqualified him/her for holiday pay by reason of the foregoing provisions, but is due to an illness or accident requiring his/her absence from work and a doctor's certificate to that effect is submitted by the employee and he/she has worked in the 30 day period immediately preceding such holiday, he/she will be paid for such holiday as provided in Section 15.03.

15.05 For the three year period beginning December 1, 2005, the paid holidays listed in 15.01 above will be observed on the following dates:

2005

Monday, December 26	Boxing Day
Tuesday, December 27	In lieu of Christmas Day
Wednesday, December 28	In lieu of Day before Christmas
Thursday, December 29	In lieu of New Year's Day 2006
Friday, December 30	In lieu of Day after New Year's Day 2006

2006

Friday, April 14	Good Friday
Monday, May 22	Victoria Day
Monday, July 3	Canada Day
Monday, August 7	Civic Holiday
Monday, September 4	Labour Day
Monday, October 9	Thanksgiving Day
Monday, December 25	Christmas Day
Tuesday, December 26	Boxing Day
Wednesday, December 27	In lieu of Day before Christmas
Thursday, December 28	Floater
Friday, December 29	In lieu of Day after New Year's Day 2007

2007

Monday, January 1	New Year's Day 2007
Friday, April 6	Good Friday
Monday, May 21	Victoria Day
Monday, July 2	Canada Day
Monday, August 6	Civic Holiday
Monday, September 3	Labour Day
Monday, October 8	Thanksgiving Day
Monday, December 24	Day before Christmas Day
Tuesday, December 25	Christmas Day
Wednesday, December 26	Boxing Day
Thursday, December 27	Floater
Friday, December 28	Floater
Monday, December 31	In lieu of Day after New Year's Day 2008

2008

Tuesday, January 1 _____	New Year's Day 2008
Friday, March 21	Good Friday
Monday, May 19	Victoria Day
Tuesday, July 1	Canada Day
Monday, August 4	Civic Holiday
Monday, September 1	Labour Day
Monday, October 13	Thanksgiving Day

Paid holidays to be observed on the same days as the Operations and Maintenance staff.

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 April 30th preceding the vacation period. Within two weeks of this date (April 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 Director of Physical Plant.

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 Director of Human Resources.

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/her 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/her 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 individual employed by the Employer:

- (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/her 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/her 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 seven (7) consecutive days. Applications for such vacancy shall be made in writing within that seven (7) day period. Applications will be made available in the Boiler Room.

ARTICLE XVIII - SHOP STEWARD

18.01 The Employer will recognize 2 Shop 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. Such functions shall, so far as possible, be performed outside his/her regularly scheduled hours of work. When permission has

been granted to the Steward to leave his/her work temporarily in respect to a grievance at Stages One, Two or Three, in the Grievance procedure the Steward shall suffer no loss of pay for the time so spent.

18.02 At such time as the Union changes its steward representatives, 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 accident or sickness.

19.02 After completion of his/her probation period an employee will be credited with eight hours of sick leave of each calendar month in which he/she worked a minimum of eighty hours. The accumulation of sick leave days shall not exceed seven hundred and twenty hours and will be calculated on the basis of the employee's commencement date in the bargaining unit.

19.03 Provided it is established that absence is due to disability, an employee who has completed his/her 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 seven hundredth and twentieth hour, the University will continue to pay 50% of normal wage until the seven hundredth and twentieth hour of absence, as applicable under Article 19.07.

19.04 To qualify for sick leave payment an employee must, unless unable due to extreme circumstances, notify his/her supervisor as early as possible but not later than during the first hour of the first day on which he/she is absent from his/her work.

19.05 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.

19.06 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 19.07.

19.07 With respect to 19.04 and 19.05 above 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. 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.

19.08 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.

19.09 While receiving 100% of normal wages an employee will be required to make his/her full required contributions to the benefit programs.

19.10 Sick leave payments will be reduced by any benefits payable under the Canada Pension Plan Act or Workplace Safety & Insurance Act. Payments under the Employment Insurance Act will not reduce the benefits.

19.11 An employee's normal wage is his/her base hourly rate multiplied by the employee's regularly scheduled hours of work.

ARTICLE XX - WELFARE BENEFITS

20.01 Employees are eligible to participate in the Pension Plan for hourly employees of McMaster University, Major Medical Plan, Dental Plan, Group Life Insurance and Accidental Death and Dismemberment Plan.

The Employer will make payment as follows on behalf of eligible employees subject to the terms of the policy and appropriate legislation and where appropriate subject to the payment balance of the balance of the premiums by such employees through payroll deductions.

20.02 **Pension Plan**: Eligible employees will participate in the Pension Plan for hourly employees of McMaster University. The Employer will administer the Plan in accordance with the terms and conditions of the text of the Plan as amended February 21, 2001 and the appropriate legislation.

Those employees with 10 years or more of service at retirement, who collect a pension immediately upon leaving the University, continue to participate in the Extended Health, Dental and Group Life Plans as set out for retiring employees.

20.03 **Major Medical Plan**: The Employer shall pay 100% of the billed rates of premium for all eligible employees, for the Major Medical 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 thirteen (13) weeks or less may elect to continue to participate in the Major Medical, 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 thirteen (13) weeks may elect to continue to participate in the Major Medical, Dental and Group Life Insurance Plans beyond the thirteenth week to a maximum of one (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 thirteen weeks.

20.08 The Employer will provide every employee with a benefit booklet that describes their coverage under the existing plans. The booklet will be updated within three (3) months of any changes to existing coverage.

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/her jury service and the amount he/she would have received for services normally rendered to the Employer during the same period of time.

ARTICLE XXII - BEREAVEMENT PAY

22.01 An employee shall be entitled to a maximum of five (5) consecutive working days (a maximum of forty (40) hours) at the regular rate of pay for the purpose of arranging and attending the funeral of his/her 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, grandparents, grandchild, daughter-in-law, and son-in-law.

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

ARTICLE XXIII - PREGNANCY LEAVE/PARENTAL LEAVE

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

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 Operating Engineers Act, as amended and any regulations made from time to time thereunder.

ARTICLE XXV - TUITION ASSISTANCE/BURSARY PROGRAMME

25.01 **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.

25.02 **Bursary Plan:** The Employer offers bursaries to dependents of eligible employees who have completed three years' continuous service.

Applicants must meet the academic requirements. The bursary program applies to those degree courses and programs for which the McMaster Board of Governors sets fees.

25.03 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.

ARTICLE - XXVI - LEAVE OF ABSENCE

26.01 The Employer shall grant without pay a leave of absence for up to two (2) employees to a maximum of five (5) days each calendar year to attend union business not associated with the Collective Agreement.

26.02 Effective January 1, 2003 - Employees will be granted one (1) Personal Leave Day with pay and with no loss of benefits or seniority, each calendar year.

26.03 The University recognizes unpaid Family Leave and Emergency Leave as it exists in the Employment Standards Act.

ARTICLE XXVII - WAGES

27.01 The hourly wage rates shall be as follows:

<u>CLASSIFICATION</u>	<u>RATES OF PAY</u>		
	_____ 12/01/05	12/01/06	12/01/07
Operations & Relief	\$28.63	\$29.49	\$30.37
2 nd Class Engineer	\$27.05	\$27.86	\$28.70
3 rd Class Engineer	\$25.97	\$26.75	\$27.55
4 th Class Engineer	\$19.71	\$20.30	\$20.91
Helper	\$16.77	\$17.27	\$17.79

In the first year of the Agreement, the Operations and Relief will receive \$1.00 added to the December 1, 2005 rate prior to wage increases.

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 (2nd) Friday.

27.02 Employees will be paid a shift premium of seventy-five (75) cents per hour for all

hours worked between 3:00 p.m. and 7:00 a.m. commencing on December 1, 2005. Effective December 1, 2007, the shift premium will increase to eight-five (85) cents per hour.

27.03 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 three (3) working days of notification.

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 representatives of the Union have hereunto set their hands and seals.

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

MCMASTER UNIVERSITY

Director, Physical Plant

Assistant Vice-President, Human Resources

Vice-President, Administration

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

LETTER OF INTENT

Mr. Greg Hoath
Business Agent, I.U.O.E., Local 772

Dear Mr. Hoath:

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.

Yours truly,

Murray Lapp
Director, Employee/Labour Relations

LETTER OF INTENT

Mr. Greg Hoath
Business Agent, I.U.O.E., Local 772

Dear Mr. Hoath:

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.

Yours truly,

Al Paskevicius
Manager of Utilities Services

Letter of Understanding
Between
McMaster University
and
The International Union of Operating Engineers, Local 772

Re: Acting Chief Operating Engineer

In the event of the Chief Operating Engineer's absence, and the Employer decided 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 that an Acting Chief Operating Engineer is required. The most senior of these that volunteer will be assigned.

If there is no volunteer from the employees that usually work the campus rotation that an Acting Chief Operating Engineer is required, then the Employer shall 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 shall have the ability to assign the most junior Employee.

A member of the bargaining unit assigned to be Acting Chief Operating Engineer shall, so long as required by law, have the same work schedule as the Chief Operating Engineer. Upon 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 to provide stand up services 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 is a member of the bargaining unit and shall not exercise managerial functions of a labour relations nature.

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

Signed this 13th day of April, 2006.

Letter of Understanding
Between
McMaster University
and
International Union of Operating Engineers, Local 772
(the 'parties')

RE: Alternative Dispute Resolution Process

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

Signed this 13th day of April, 2006.

* * * * *

Letter of Intent
Between
McMaster University
(the 'University')

and

International Union of Operating Engineers, Local 772
(the 'Union')

(the 'Parties')

The parties agree to meet and discuss the structure and sustainability of the welfare and benefit plan(s), and the pension plan during the term of the Agreement.

Signed this 13th day of April, 2006.