

COLLECTIVE AGREEMENT



Between

McMaster University

and

**Service Employees International Union, Local 2.0n BGPWU
Machinists**

2006 - 2009

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THIS AGREEMENT made as of the 23rd of March, 2006

BETWEEN:

McMASTER UNIVERSITY
(hereinafter called the "Employer")

OF THE FIRST PART

-and -

SERVICE EMPLOYEES' INTERNATIONAL UNION,
LOCAL 2.0n BGPWU
Machinists' (hereinafter called the "Union")

OF THE SECOND PART

WITNESSETH that parties hereto hereby agree as follows:

ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to maintain an orderly collective bargaining relationship between the Employer and the Union for the purpose of setting forth satisfactory terms and conditions of employment for employees covered by this Agreement and to ensure an ongoing spirit of cooperation and goodwill between the Employer and its employees.

1.02 Further, this Agreement will provide procedures for the prompt handling and disposition of complaints and grievances arising under this Agreement.

ARTICLE 2 - RECOGNITION

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

2.02 The word "employee" or "employees" wherever used in this Agreement shall mean any or all the employees in the bargaining unit as defined above, except where the context otherwise provides.

2.03 The masculine shall include the feminine when the context so requires.

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

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

ARTICLE 3 - MANAGEMENT

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

- (a) maintain order, discipline and efficiency;

- (b) hire, direct, classify, transfer, promote, demote, layoff and, for just cause, to discharge, suspend or otherwise discipline employees, subject to the provisions of this Agreement;
- (c) establish from time to time and enforce rules and regulations in a fair and reasonable manner not inconsistent with the provisions of this Agreement, governing the conduct of the employees, it being understood that any new modified rule or regulation affecting members of the S.E.I.U. bargaining unit will be discussed with Union representatives prior to its enforcement; and
- (d) generally to manage and operate McMaster University.

3.02 The Union also acknowledges that all managerial rights of the Employer shall be reserved to it except to the extent herein expressly limited.

ARTICLE 4 - NO HARASSMENT/NO DISCRIMINATION

4.01 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.

4.02 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.

4.03 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.

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

4.05 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.

4.06 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.

ARTICLE 5 - NO CESSATION OF WORK

5.01 Neither the Union nor any employee shall take part in or call or encourage any strike, sit-down, slow-down or any suspension of work or picketing with respect to a labour dispute or any other interference against the Employer which shall in any way affect the operations of the Employer. In the event of any such interference, the Union, through its officers, representatives and stewards, will instruct the employees involved to return to work and perform their usual duties and, if advisable, resort to the grievance procedure provided herein. The Employer shall not engage in any lock-out of the employees.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01(a) 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.

6.01(b) An employee shall be informed of his/her right to have a steward present, if a steward is available, (or another bargaining unit employee who is immediately available if a steward is not available) at a meeting convened by the Employer with an employee for the purpose of taking disciplinary action. It is recognized that it may be necessary to discipline or discharge an employee without the presence of a union steward but in such cases the Branch Local President will be notified as soon as possible thereafter. If such action is taken the employee may grieve the disciplinary or discharge action in accordance with the provisions of Article 6.03 or, in the case of discharge, Article 9.02.

6.02 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 Business Manager or designate and an earnest effort will be made to settle such grievance without undue delay. Failing settlement of such complaint by discussion, it will be dealt with in the following manner:

6.03 Stage One. An aggrieved employee shall first submit his/her representation in writing to his/her Business Manager or designate either directly or through his/her steward. Any such grievance shall be presented within 5 working days of the time when it arose. Such representations shall state the nature of the grievance, the remedy sought and any provisions of the Agreement upon which the grievance is based.

6.04 Stage Two. If within 5 working days from the time such representations were presented a decision satisfactory to the employee is not given, then such employee accompanied by a steward may within 5 working days after the decision of the Business Manager or designate has been given or should have been given, present such written

representations to the Dean, Faculty of Engineering or other person designated by the Employer.

6.05 Stage Three. If within 5 working 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 working days after the decision of the Dean, Faculty of Engineering (or other designate) has been given or should have been given present such written representations to the Director, Employee/Labour Relations or other representative designated by the Employer from time to time. 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 Dean, Faculty of Engineering (or other designate) at Stage Two shall be considered. The grievor may be accompanied by a steward and at the request of either party a representative of the Union shall be present. Every effort will be made to settle such grievance within 10 working 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.

6.06 Any difference arising directly between the Employer and the Union as to the interpretation, application, administration or alleged violation of the Agreement may be submitted in writing by either party hereto with opportunity for discussion between the officers of the Union and representatives of the Employer. If the parties are unable to settle such a difference within 10 working days from such discussion then the party to whom the said notice was delivered shall reply to such difference in writing within 15 working days from such discussion.

6.07 The time limits specified in this Article shall be deemed to be exclusive of Saturdays, Sundays, the specified holidays recognized herein and any other day upon which the grievor is not scheduled to work.

6.08 The grievor, the steward and/or the Branch Local President, will not suffer any loss of pay while attending a grievance meeting during his/her scheduled working hours. When a grievance meeting is set at a time when the grievor is not scheduled to work, the grievor will be paid at straight time for the meeting. To the extent possible, grievance meetings shall be held during the working hours of the Steward or the Branch Local President.

ARTICLE 7 - ARBITRATION

7.01 If any grievance relating to the interpretation, application, administration or alleged violation of this Agreement, including whether the matter is arbitrable or not, shall not have been satisfactorily settled pursuant to the provisions of Article 6, the matter may then by written notice of appeal given to the other party within 5 working days of the delivery of the decision of the Employer at Stage Three, or in the case of a difference directly between the Union and the Employer, within 5 working days from the date when the written reply to the

submission was or should have been delivered be referred to arbitration. The Employer and the Union shall each appoint one arbitrator within 7 working days from the receipt of the notice and the two arbitrators so appointed shall appoint a third who shall be the chairperson. No person may be appointed as an arbitrator who has participated directly in any attempt to settle the grievance. If the parties fail to agree upon a chairperson within 5 working days, either party may request the Ontario Labour Management Arbitration Commission to choose the chairperson. A chairperson shall be chosen preferably from the judiciary, having regard to his/her impartiality, his/her qualifications in the interpretation of agreements and his/her familiarity with industrial relations. The decision of the majority of the arbitrators, or in the event there is no majority decision, the decision of the chairperson, shall be final and binding upon all parties concerned and any employee affected by it, but in no event shall the arbitrators be authorized to alter, modify or amend any part of this Agreement.

7.02 Notwithstanding the provisions of Section 7.01, the parties hereto may select one person as a referee to whom any such grievance may be submitted for arbitration and such person shall have the same powers and be subject to the same restrictions as a board of arbitrators appointed under this Agreement.

7.03 The rules of arbitration annexed hereto as Appendix "B" shall govern the conduct of any arbitration proceedings hereunder and the presumption shall be, that until the contrary has been proven, the provisions of this Agreement have been complied with.

ARTICLE 8 - RECORD OF DISCIPLINE

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

8.02 An employee shall be entitled to review the employee's personnel file in the office in which the file is normally kept. The employee shall give the employer 24 hours written notice to having access to such files. The review of such file shall take place during the non-working hours of the employee and access to the file shall be in the presence of Human Resource representation and no longer than 15 minutes.

8.03 The Branch Local President shall be copied on all disciplinary and/or discharge actions undertaken by the Employer.

ARTICLE 9 - DISCHARGE CASES

9.01 The Union will not question the discharge of any probationary employee nor shall such dismissal be the subject of the grievance procedure.

9.02 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 Business Manager within 5 working days after such employee ceases to work for the Employer.

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

- (a) confirming the Employer's action in dismissing the employee; or
- (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 10 - HOURS OF WORK

10.01 The regular work week for all employees shall consist of 40 hours made up of 8 hours per day which shall be worked within a continuous 8 ½ hour period, Monday to Friday inclusive. There shall be one uninterrupted lunch period of one half hour on each week day.

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

10.03 For employees working an 8 hour shift, there will be 2 break periods of 15 minutes each. For employees working shifts that are less than 8 hours, there will be one break period of 15 minutes.

10.04 Employees who report for work for which they are scheduled in accordance with Section 10.01 shall be granted at least four (4) hours of work or if no work is available shall be paid for at least four (4) hours at their regular hourly rate.

ARTICLE 11 - OVERTIME

11.01 An employee shall be paid at the rate of one and one half (1 ½) times his/her applicable hourly rate for authorized time worked by him/her in any day in excess of the hours stipulated in his/her schedule of operations referred to in Section 10.01, except when such employee works such excess hours because of mutual agreement with respect to a change of hours or shift. Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked but may, by mutual agreement, take time off up to equivalent overtime worked. An employee shall be paid at the rate of one and one half (1 ½) times his/her applicable hourly rate for hours worked on Saturday and double (2) times his/her applicable hourly rate for hours worked on Sunday. For this

purpose Saturday and/or Sunday shall be considered to be the 24 hour period commencing with the start of the day shift on each or either of these two days.

An employee may elect to accumulate overtime (for the purpose of taking compensating time off in lieu at a later date) to a maximum at any given time of 40 hours.

This time is to be taken only with the prior approval of and at the sole discretion of the appropriate Dean or other person designated by the Employer and must be used or compensated for in money at the rate so earned at 1-1/2 times (i.e. 8 hours worked 12 hours time off) by the end of each fiscal year (currently May 1 to April 30)

11.02 Overtime shall be distributed evenly as far as possible among the employees normally performing the work to be done, having due regard to the skill and ability required. Overtime will be on a voluntary basis provided that sufficient, qualified staff can be obtained to meet University requirements. Should sufficient staff not be available to meet requirements, then employees will be assigned to work.

11.03 An employee being asked to work overtime for one hour or more, on short notice (same day), will be provided a \$11.00 meal allowance.

11.04 An employee called back to work between regular shifts shall be paid for a minimum of four (4) hours at overtime rate.

ARTICLE 12 - PAID HOLIDAYS

12.01 The following shall be 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

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

12.03 An eligible employee will be paid for each of the holidays listed in Article 12.01 eight (8) hours pay at his/her applicable hourly rate.

12.04 In order to qualify for payment for any of the holidays designated in Article 12.01 the employee must work his/her full scheduled shift immediately preceding and immediately following such holiday except when his/her absence on either or both qualifying shifts is the result of illness or accident confirmed by a doctor's certificate (if requested) and he/she has worked in the 30 day period immediately preceding such holiday.

An employee shall not be paid for any of the holidays listed in Article 12.01 if he/she has been laid off for thirty (30) or more calendar days prior to the holiday.

12.05 An otherwise eligible employee who is scheduled to work on one (1) of the paid holidays listed in Article 12.01 but does not report for work and work as scheduled shall forfeit his/her holiday pay for that particular holiday except if the absence is the result of an illness or accident confirmed by a Doctor's certificate (if requested) and he/she has worked in the 30 day period immediately proceeding such holiday.

12.06 An employee shall be paid at the rate of one and one half (1 ½) times his/her applicable hourly rate for each hour worked on a paid holiday in addition to the holiday pay to which he/she is entitled.

12.07 If a paid holiday falls within an employee's vacation period, it will:

be added to the employee's vacation
or
be given on another date selected by the employee

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

12.08 An employee shall not be paid for any of the holidays listed in Article 12.01 if he/she has been granted a leave of absence of more than three (3) weeks duration and the holiday occurs within the leave of absence period.

12.09 For the three year period beginning April 1, 2006 the paid holidays listed in 12.01 above will be observed on the following dates:

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 Day
Thursday, December 28	Floater
Friday, December 29	In lieu of Day after New Year's Day

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	The 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

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
Thursday, December 25	Christmas Day
Friday, December 26	Boxing Day
Monday, December 29	In lieu of Day before Christmas Day
Tuesday, December 30	Floater
Wednesday, December 31	Floater

2009

Thursday, January 1	New Year's Day 2009
Friday, January 2	The Day after New Year's Day

Note: If any of these dates conflict with the practice of the majority of employers in the Hamilton area, they may by mutual agreement (at least two full weeks prior to the holiday concerned) be changed.

ARTICLE 13 - VACATIONS

13.01 Employees shall be entitled to vacation with pay at their regular rate as follows:

Length of continuous service as at June 30th

10 months or less	One full day for each full month of service
over 10 months	2 weeks
over 4 years	3 weeks
over 10 years	4 weeks
over 18 years	5 weeks
over 30 years	6 weeks

13.02 Subject to the University's work requirements and recognizing a preference for the months of May to September, vacations will be granted with preference based on seniority.

Vacation scheduling where practicable will take priority over requests for leaves of absence.

13.03 An employee may elect to carry over up to 50% of his/her normal vacation entitlement to the following year. Employees must take a minimum of at least two weeks vacation in the year for which it was earned and any vacation carried over shall be taken in the following year subject to the provisions in Article 13.02.

13.04 In the event an employee's service with the Employer is terminated before he/she has taken his/her vacation, he/she shall be paid in lieu thereof:

- (i) in the case of an employee of 10 months or less service, the amount required to be paid under the Employment Standards Act;
- (ii) in the case of an employee qualified for two weeks vacation, a sum equal to 4% of his/her earnings from the previous June 30th;
- (iii) in the case of an employee qualified for three weeks vacation, a sum equal to 6% of his/her earnings from the previous June 30th;
- (iv) in the case of an employee qualified for four weeks vacation, a sum equal to 8% of his/her earnings from the previous June 30th;
- (v) in the case of an employee qualified for five weeks vacation, a sum equal to 10% of his/her earnings from the previous June 30th.
- (vi) in the case of an employee qualified for six (6) weeks vacation, a sum equal to 12% of his/her earnings from the previous June 30th;

13.05 Vacation schedules will be posted each year on or before the April 30th preceding the vacation period. After such posting, variations from the schedules will be permitted only under extenuating circumstances that are acceptable to and approved by the Business Manager.

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

13.06 Vacation pay shall be paid to all employees on the last regularly scheduled working day prior to their vacation period as indicated in the schedule referred to in 13.05 above. In cases of late exchange of vacation the Payroll Department may not be able to produce vacation pay cheques prior to the vacation period.

13.07 An employee returning to work following an absence of fifty-two consecutive weeks or less will be credited with the period of absence for the purpose of calculating the current year's vacation entitlement.

13.08 Vacation pay will be deposited through the regular pay deposit procedure.

ARTICLE 14 - SENIORITY

14.01 A new employee shall be considered a probationary employee for the period of sixty (60) worked days for which he/she is paid by the Employer. Subject to the express provisions of this Agreement, a probationary employee shall be entitled to all the rights and privileges of all other employees hereunder. Seniority hereunder of any employee, including that of a probationary employee after he/she has completed his/her probation, shall commence with the date of his/her 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. A break in service means termination and shall be deemed to have occurred if an individual employed by the Employer:

- (a) quits;
- (b) is discharged and not reinstated in accordance with Article 9 of this Agreement;
- (c) is laid off for at least twelve consecutive months;
- (d) is absent due to illness or accident for a period of at least twenty four consecutive months consistent with the Ontario Human Rights Code;
- (e) within 5 days from the day notice sent by the Employer by registered mail to the employee's last 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 layoff within 10 working days from the day the Employer's notice is sent; or
- (f) fails to report for work on the date and at the time specified in such notice to the employee.
- (g) is on lay-off and turns 65 on or before December 11, 2006.

14.02 Layoff & Recall

- (a) In the event of a layoff, the University will layoff employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the available work.
- (b) An employee who is subject to layoff will have the right to either:
 - (i) accept the layoff; or
 - (ii) displace an employee who has lesser seniority and who is the least senior in an equal or lower paying classification in the bargaining unit provided that he/she can perform the job of the equal or lower paying classification without training other than orientation. Such employee so displaced will be laid off.
- (c) An employee who elects to displace an employee who has lesser seniority as outlined above (14.02 b ii) must notify the University of his/her intention by the end of his/her next regular scheduled shift following the shift on which the notice of layoff was given.

14.03 An employee with seniority who elects not to displace an employee with less seniority shall be recalled only in the classification from which he/she was laid off. Employees who accept the equal or lower paid classification under this Article shall have the right to recall to their former classification, if such becomes available within six (6) months from the date of accepting the equal or lower level classification. The job, in such instances, will not be posted.

14.04 An employee who is unable to exercise his/her rights under Article 14.02 (b) (ii) shall be notified by the Employer of any new job that becomes available during layoff.

14.05 The University shall give each employee in the bargaining unit who has acquired seniority and is to be laid off, notice in writing of layoff in accordance with the following schedule:

- (a) completed probationary period but less than two (2) years seniority - two (2) weeks
- (b) two (2) years seniority but less than five (5) years seniority - four (4) weeks
- (c) five (5) years seniority but less than ten (10) years seniority - six (6) weeks
- (d) ten (10) years seniority or more -eight (8) weeks.

14.06 Notice of layoff as outlined in 14.05 will not be given to employees hired or recalled for a specified term or task.

14.07 The promotion or transfer of employees to positions outside the bargaining unit is not covered by this Agreement and shall not be subject to the terms of this Agreement.

An employee who, within one year of accepting a position with the Employer which is outside the bargaining unit, moves back into a position in the bargaining unit at the request of, or with the approval of the Employer, shall be credited with his/her full length of University service for seniority purposes.

14.08 An employee returning to work after an absence due to illness or accident of less than twenty-four consecutive months will be allowed to displace a junior service employee in his/her former or a lower classification in his/her trade provided he/she is capable of performing the job of the junior service employee.

14.09 The Employer will supply to the Union a seniority list twelve (12) times each year.

14.10 It is agreed that on or about the time of hiring, the Branch Local President or his/her alternate designated by the Branch Local President, shall have the opportunity to interview such employee during a 15 minute period at a time and place to be designated by management.

ARTICLE 15 - JOB POSTING

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

15.02 An afternoon or night shift employee may apply for a vacancy on the day shift by notifying Human Resources - Campus Services Building his/her desire to change shifts.

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

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

When in the judgement 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. When necessary the senior applicant shall be given an orientation period of 10 (ten) working days in order to demonstrate his/her qualifications as in (b) above.

15.04 The successful applicant shall be placed on trial for a period of 60 (sixty) worked days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned period, or if the employee finds him/her self unable to perform the duties

of the new job classification, he/she shall be returned to his/her former position and hourly rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position and hourly rate without loss of seniority.

15.05 TEMPORARY EMPLOYEES

Employees may be hired for a specific term, not to exceed 60 (sixty) worked days in a one year period to replace an employee on leave of absence or to perform a specific task.

On mutual agreement of the Union and the University, the time may be extended.

The release or discharge of such employees shall not be the subject matter of a grievance.

The Employer will inform the employees selected to fill such temporary positions and the Union the reasons of such vacancy and the specific conditions related to such employment.

ARTICLE 16 - STEWARDS

16.01 The Employer will recognize up to 3 stewards, one from each shop, elected by the employees from among those who have been continuously in the employ of the Employer for at least one year prior to their election, for the Engineering Machine Shop, for the Nuclear Instrument Machine Shop, and for the Senior Sciences Machine Shop, one of which stewards may be elected as Branch Local President. The functions of the stewards will be to assist in the processing of grievances hereunder and to use their best efforts by word and example to require the employees to abide by the terms of the Agreement. Such functions shall, so far as possible, be performed outside their regularly scheduled hours of work. When permission has been granted to a steward to leave his/her work temporarily in respect to a grievance at Stage One, Two or Three, in the Grievance Procedure, such steward shall suffer no loss of pay for the time so spent.

16.02 In the event of a layoff the union steward will be the last person to be laid off from his/her classification.

16.03 The Branch Local President or designate shall be paid up to a total of 3 days wages at straight time rate for time spent attending contract negotiations.

ARTICLE 17 - WAGES

17.01 The job classifications and hourly wage rates and their application are as set out in Appendix "A" hereto. Such wages shall be paid on every second Friday or the immediately preceding business day should the regular pay day be a holiday. It is understood that the Employer will endeavour to distribute the wages on pay day a reasonable length of time before the regular quitting time.

17.02 Apprentices are to be paid in accordance with the following formula:

1st	2000	hours	-	70% of Machinist rate
2nd	2000	hours	-	75% of Machinist rate
3rd	2000	hours	-	80% of Machinist rate
4th	2000	hours	-	90% of Machinist rate

An apprentice's seniority date for layoff purposes will be the date of entry to the trades "Machinist" classification. All benefits will be based on the date of employment provided there has been no break in service as outlined in Article 14.

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

17.03 An employee who fills in for the Lead Hand for one week or more will be paid a Lead Hand premium of \$2.00 per hour for acting in this capacity.

17.04 Storm Emergencies

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

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

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

17.05 Effective on implementation of the new payroll system, pay stubs will provide continuous year-to-date calculations regarding pension contributions, vacation entitlement, sick leave credits, and union dues deductions.

ARTICLE 18 - SICK LEAVE

18.01 The Employer's sick leave plan provides employees with income while they are legitimately unable to work due to disability resulting from accident or sickness.

18.02 After completion of his/her probation period an employee will be credited with eight hours of sick leave for 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.

18.03 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 hundred and twentieth hour, the Employer will continue to pay 50% of normal wage until the seven hundred and twentieth hour of absence.

18.04 (a) 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 work.

(b) When an employee is on scheduled vacation and such vacation is interrupted by the employee being hospitalized, as an in-patient, as a result of injury or illness, the employee may elect if they so choose to utilize existing sick leave provisions for the effected period, in accordance with all other provisions of Article 18. The unused vacation will be rescheduled at a later date in accordance with the provisions of Article 13.02.

(c) Employees who book-off sick, after having worked at least four hours, will be paid for the remainder of the shift from their sick bank. If the employee returns to work for the next regularly scheduled shift, there will be no sick occurrence.

18.05 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.

18.06 With respect to 18.04 and 18.05 above an employee may be required to 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.

18.07 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 nonoccupational accident; for the 4th and subsequent absences the sick leave benefit will begin on the third working day of absence.

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

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

18.10 Sick leave provision to be used for visit to Doctor or Dentist. Time taken to be deducted from sick bank in full hours (any fraction counts as a full hour) to a maximum of 16 hours in a benefit year. (i.e. July 1st to June 30th) Hours taken to visit Doctor or Dentist shall not be counted as absences as outlined in Article 18.07.

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

18.12 The Employer will provide the employee with accumulated sick bank hours on the biweekly pay cheque stubs.

ARTICLE 19 - NATIONAL SECURITY

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

ARTICLE 20 - UNION SECURITY

20.01 During the life of this Agreement, the Employer shall deduct Union dues, in an amount specified in writing by the Union, from the wages of all employees in the bargaining unit and remit the same, together with a list of the names of the employees from whom the deductions were made, prior to the 10th day of the month following the month the deduction is made, to the Secretary-Treasurer of the Union who shall acknowledge receipt. At this time the Employer will supply the social insurance number with the name of each new employee. It is agreed that each new employee will be deducted union dues only following completion of his/her probation period. Employees shall become and remain members of the Union.

20.02 If a Union member's dues are not deducted on a regular pay day because of his/her absence due to illness, such dues shall be deducted from the first full pay of such employee following his/her return to work. In the event of long illness, etc., the Union Treasurer will advise the Employer of other special arrangements.

20.03 The Employer, on hiring a new employee, will give to such employee a copy of the Collective Agreement supplied to the Employer by the Union and the cost of which will be divided equally between the Employer and the Union.

20.04 Upon application by the Union in writing, the University will give consideration to a request for leave of absence without pay, to an employee elected or appointed to full-time union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. It is also understood that the decision to grant or not grant such leave of absence is the University's sole prerogative.

Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave in accordance with Article 14 of this collective agreement. Employees will be responsible for maintaining both their payments and employer payments to benefit plans in which they are enrolled on the day immediately prior to the commencement of the leave. Such payments will continue for the duration of the leave. It is agreed that for the purpose of Worker's Compensation coverage, such employees are deemed to be employed by the Union.

20.05 The Employer agrees that a bulletin board will be available in close proximity to each Team Area office. A reasonable portion of each bulletin board will be available to the Union for the posting of notices and other items of interest to members. The Union will maintain its share of such bulletin boards in a neat and orderly manner.

ARTICLE 21 - JURY DUTY

21.01 The Employer shall pay to any employee who may be required to serve as a juror, or a crown witness, in any court of law, the difference, if any, between the amount paid to him/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 22 - BEREAVEMENT PAY

22.01 An employee shall be entitled to a leave of absence with pay, to a maximum of five (5) working days, in the event of a death of a member of the employee's immediate family. Immediate family shall be defined as: spouse, son, daughter, mother, father, step-parents,

step-children, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents, and grandchildren.

22.02 In addition to the above, an employee that is required to travel out of country for the purpose of attending the funeral/memorial service may elect to utilize a maximum of three (3) additional working days without pay.

ARTICLE 23 - WELFARE BENEFITS

23.01 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 policies and appropriate legislation and where appropriate subject to the payment of the balance of the premiums by such employees through payroll deductions.

23.02 Pension Plan

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 text of the Plan as amended from time to time and the appropriate legislation.

Those employees who collect a pension immediately upon leaving the University continue to participate in the Major Medical, Dental and Group Life Plans as set out for retiring employees.

An employee hired after April 1, 2006 who subsequently becomes eligible to participate in the Hourly Pension Plan for employees of McMaster University, will not be eligible to continue to participate in the Major Medical, Dental, and Group Life Plans upon retirement. Such employees will be eligible for these benefits on the same basis that they are subsequently negotiated for any of the following bargaining units: IUOE (Operating Engineers), USWA Local 9597 (Security), CAW Local 555 (Parking and Transit Services), SEIU Local 2.0n BGPWU (Hospitality, Operations & Maintenance).

23.03 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.

23.04 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 must enroll their eligible family members before benefits are provided. Employees who have coverage through their spouse may opt not to participate.

23.05 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.

23.06 Accidental Death and Dismemberment Coverage

The Employer will continue to make this plan available for eligible employees. The Employees who elect to participate will pay 100% of the billed rates of premium.

23.07 An Employee on layoff for a period of thirteen (13) weeks or less may continue to participate in the Major Medical, Dental and Group Life Insurance Plans. Normal premium contributions will continue to be made by the Employer and the employee where appropriate.

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.

23.08 The Employer will provide every employee with a benefits 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 24 - MATERNITY/PARENTAL LEAVES

24.01 Employees who are employed at least thirteen (13) weeks prior to the estimated date of delivery or adoption of a child (or children) will be granted a Maternity and/or Parental Leave.

24.02 A pregnant employee is entitled to pregnancy leave and all prescribed benefits as outlined in the Employment Standards Act.

An employee is entitled to parental leave and all prescribed benefits as outlined in the Employment Standards Act.

24.03 Maternity Leave benefits are payable to those employees on Maternity Leave who have at least one year of seniority prior to the estimated date of delivery. Employees who are already in a period of notice due to their resignation or the University's decision to discontinue their employment are not eligible to receive Maternity Leave benefits.

24.04 For the first two (2) weeks of leave, the University will pay 90% of the regular straight time earnings on wages up to \$34,500.00 per year. If the wages are over \$34,500.00 per year the payment is based on 85%.

During the following fifteen (15) weeks of maternity leave the employee will receive a payment equal to the difference between 90% of the employee's regular straight time earnings on wages up to \$34,500.00 per year (if wages are over \$34,500.00, the payment is based on 85%) and the amount of maternity benefits the employee is receiving (or that she would be expected to receive if she qualified for benefits).

All payments paid from the SUB Plan must be in accordance with the agreement filed by the University with Canada Employment and Immigration, E.I. and the Unemployment Insurance Act, R.S.C. 1985,c, as amended. As part of the present requirements, all such payments can only commence when the employee provides proof that she is receiving EI maternity benefits or that she is disqualified from receiving EI maternity benefits because of an insufficient number of insurable weeks, or that EI benefits have been exhausted or that she is in the EI waiting period. Such proof will not be made available by EIC until after the leave has commenced and hence University payments will be retroactive. This will be effective March 1, 1997.

Group Benefit coverage will be maintained during maternity leave with no cost to the employee.

24.05 A paid Paternity Leave will be granted for a period of up to five (5) working days upon the birth or adoption of a child.

ARTICLE 25 - LEAVE OF ABSENCE

25.01 Subject to the University's work requirements unpaid leaves of absence up to a maximum of three (3) months may be granted.

25.02 Personal Leave Day - Employees will be granted (1) personal leave day with pay and with no loss of benefits, each calendar year.

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

25.04 The Employer shall grant the Branch Local President a three (3) day leave of absence without loss of pay or benefits to attend the Union's Annual Training Conference.

ARTICLE 26 - TUITION ASSISTANCE/BURSARY

26.01 The Employer will provide tuition assistance in the amount of 100% of the fee for approved courses taken at McMaster University or other approved institutions for courses which are pertinent to an employee's present or future duties. Conferences, workshops or other courses not part of formal education program leading to a certificate, degree or diploma do not qualify for tuition assistance.

26.02 Assistance will be given for a maximum of two full courses (12 units) in the Fall/Winter session and one full course (6 units) in the Summer session. No assistance will be given for late or supplementary fees and, if a course is repeated, assistance will be reduced by 50%.

26.03 Assistance will not usually be approved for courses to be taken during the employee's normal working hours.

26.04 Application for tuition assistance must be made on the appropriate form and approved by the employee's supervisor, the Business Manager, Faculty of Engineering and Human Resources Services prior to registration. For courses taken at institutions other than McMaster University, the employee will be reimbursed for one half of the tuition fee on submission of a receipt for fees paid. The remaining one half will be paid to the employee on successful completion of the course certified by submission of the final grade.

26.05 A Tuition Bursary Plan shall be available to an employee's spouse and dependent children who have registered at McMaster University in a degree credit course. To qualify for this benefit the employee must have three years of continuous service by the first day of the academic session for which the waiver of tuition fees is requested.

For eligible classes taken under the Bursary Program, funds shall be provided on the basis of an amount equal to \$105.00 per unit to a maximum of \$3150.00 per academic session

(fall/winter). The maximum may change from time to time and dependents shall be eligible for such changes.

26.06 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 27 - TOOL ALLOWANCE

27.01 Designated employees (see Appendix "A" for classifications) will be paid a Tool Allowance of \$160 per year. Effective October 1, 2006, the tool allowance will be \$180 per year.

ARTICLE 28 - HEALTH AND SAFETY

28.01 The Employer, the Union and the employees recognize their responsibility in providing and maintaining a safe and healthy work environment. The parties agree to continue in the spirit of cooperation and goodwill their mutual desire to maintain standards of safety and health that prevent injury and illness and abide by the provisions of the Occupational Health and Safety Act as amended, R.S.O. 1990 and its regulations.

28.02 The Employer agrees to pay 100% of the cost of one pair of safety shoes to a maximum of \$140 per year. The foregoing shall be applicable to seniority employees. The allowance amount as stated above will be increased to \$150 effective October 1, 2006.

28.03 The Employer will provide two (2) lab coats per year for all employees who have passed the probationary period.

28.04 The Employer agrees to reimburse 100% of the cost of one pair of prescription safety glasses (lens and frames) to a maximum of \$250 per two (2) years for employees required to wear them in the performance of their duties. This is in addition to the regular vision benefits as in Article 23.

ARTICLE 29 - CONTRACTING OUT

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

ARTICLE 30 - PAY EQUITY

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

ARTICLE 31 - JOINT WORKING CONDITIONS COMMITTEE

31.01 The Employer and the Union agree to maintain a joint working conditions committee to deal with workplace issues raised by either party and to foster the development and improvement of ongoing working conditions and work relationships.

31.02 The operational guidelines of the Committee are set out in Appendix "C".

ARTICLE 32 - TERMINATION

32.01 This Agreement shall be in effect from April 1, 2006 and shall terminate on the 31st day of March, 2009.

ARTICLE 33 - NOTICE OF RENEWAL

33.01 Either party hereto may require the other party to enter into negotiations for the renewal of this Agreement on 10 clear days' notice given to the other party within the period of 90 days immediately prior to its expiry date, specifying any modifications or amendments requested.

33.02 For the purpose of sending proper notice herein, the addresses of the respective parties:

Director, Employee/Labour Relations
McMaster University
1280 Main Street West
Hamilton, Ontario, L8S 4L8

SEIU Local 2.on BGPWU
238 Jane Street
Toronto, Ontario
M6S 3Z1

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

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 hereto set their hands and seals.

EXECUTED at Hamilton as of the date first above written.

MCMASTER UNIVERSITY

Associate Dean, Faculty of Engineering

Vice-President, Administration

Director, Employee/Labour Relations

SERVICE EMPLOYEES' INTERNATIONAL UNION
LOCAL 2.0n BGPWU

President

Secretary

APPENDIX "A"
JOB CLASSIFICATION AND STIPULATED
HOURLY JOB RATES

Classification	April 1, 2006	April 1, 2007	April 1, 2008
Lead Hand	\$29.44	\$30.03	\$30.63
Machinist-Specialist *	\$27.24	\$27.79	\$28.34
Welder	\$26.99	\$27.53	\$28.08
Machinist	\$25.63	\$26.14	\$26.66
Machine Operator	\$18.90	\$19.28	\$19.67
Tool Crib Attendant	\$18.30	\$18.66	\$19.03
Labourer	\$16.45	\$16.78	\$17.12

* A one-time adjustment of a \$0.25/hr. increase in lieu of a welder's premium is added to Machinist-Specialist rate in the first year.

Tool Allowance:

All positions, except the Tool Crib Attendant, are entitled to the allowance.

APPENDIX "B"
RULES OF ARBITRATION

1. Arbitration shall be heard at a place mutually agreed upon, and in default of agreement, at Hamilton, Ontario.
2. In any arbitration, the written representation of the employee made to the Manager, Employee Relations and his/her decision shall be presented to the arbitrators and the award of the arbitrators shall be confined to determining the issue therein set out.
3. Each party to an arbitration shall be entitled through counsel or otherwise to present oral arguments. Briefs of arguments may be presented by each party and each party shall be entitled to reply to the brief or argument presented by the briefs and replies, if any, shall be filed within such times as may be specified by the chairperson. A copy of any brief or reply shall be delivered to the other party forthwith after filing.
4. Witness fees and allowance shall be paid by the party calling the witness.
5. 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 in addition to the expense of their own nominee.
6. The award of the arbitrators shall be given within a period of fifteen (15) days after the close of the hearings.

APPENDIX "C"
JOINT WORKING CONDITIONS COMMITTEE

This Appendix provides guidelines for the operation of the Joint Working Conditions Committee and it is understood that the criteria may change from time to time as determined by the Committee members.

1. The Committee shall function in an advisory capacity with the authority to make recommendations to Senior Management but normally not to amend the Collective Agreement.
2. The meetings will not be used to discuss matters which are properly a subject of a grievance or collective bargaining.
3. The Committee shall consist of representatives from both Management and the Union. The parties will mutually agree on the makeup of the Committee as they deem necessary.
4. The Committee will meet on a regular basis with the frequency, time and place as agreed between the parties.
5. Both parties will submit agenda items within a subscribed time frame and minutes of each meeting will be forwarded to the participants and posted on the appropriate team bulletin board.
6. When a JWCC meeting is scheduled at a time that the Branch Local President is not scheduled to work, he/she will be paid at straight time for the meeting.

March 23, 2006

Ted Mansell
Secretary-Treasurer
SEIU Local 2.on BGPWU

Dear Mr. Mansell:

Re: Equity with Operations & Maintenance

This letter is to confirm that any subsequent changes to welfare benefits, vacation entitlement, sick leave plan, tool allowance, safety shoe and safety glasses allowance, meal allowance, storm emergencies, bereavement leave, pregnancy/parental leave, and the Personal Leave Day for the Service Employees' International Union (SEIU), Local2.on BGPWU (Operations & Maintenance) bargaining unit during the currency of this Agreement will be applied to members of this bargaining unit.

Such changes will be made effective in the same time frame as Operations and Maintenance adjustments.

Yours truly,

Murray C. Lapp
Director, Employee/Labour Relations

cc: Business Manager, Faculty of Engineering
HR Consultant, Campus Services

March 23, 2006

Ted Mansell
Secretary-Treasurer
S.E.I.U., Local 2.on BGPWU

Dear Mr. Mansell:

Re: Cellular Telephone

The Employer is prepared to provide a cellular telephone for the Branch Local President of SEIU Local 2.on BGPWU. It is understood by all parties that this telephone shall be used only by the Branch Local President or his/her designate for Union business and shall remain the property of the Employer.

Yours truly,

Murray C. Lapp
Director, Employee/Labour Relations

cc: Business Manager, Faculty of Engineering
HR Consultant, Campus Services

March 23, 2006

Ted Mansell
Secretary-Treasurer
S.E.I.U., Local 2.on BGPWU

Dear Mr. Mansell:

Re: Employee Request for Transfer

The following constitutes the guidelines for employee request for transfers:

1. Application is to be in writing, submitted to the Human Resources Office for Physical Plant, giving:

Name
Employee Identification
Team Requested

2. Transfers must be within the same specified classification with the appropriate skills and ability required in the destination Team.

3. A reciprocal transfer from other Teams must take place.

4. Transfer applications must be renewed every six months.

5. Transfers are not guaranteed, however, reasonable efforts shall be made by management to accommodate the request.

Yours truly,

Murray C. Lapp
Director, Employee/Labour Relations

cc: Business Manager, Faculty of Engineering
HR Consultant, Campus Services