

*"Final" Offer*

*Tentative Agreement submitted for Ratification*

**UNIVERSITY'S FINAL OFFER to SETTLE**

**Tabled August 20, 2009**

**McMASTER UNIVERSITY**

**and**

**CAW LOCAL 555, UNIT 1**

\_\_\_\_\_  
**OFFICE, ADMINISTRATIVE & TECHNICAL EMPLOYEES**  
\_\_\_\_\_

**COLLECTIVE AGREEMENT**

**THE EMPLOYER RESERVES THE RIGHT TO ADD TO, AMEND, DELETE, OR MODIFY ANY MATTERS CONTAINED IN THIS FINAL OFFER TO SETTLE.**

**THE EMPLOYER RESERVES THE RIGHT TO MAKE ALL NECESSARY HOUSEKEEPING AMENDMENTS TO THE PROPOSED COLLECTIVE AGREEMENT IN ORDER TO GIVE EFFECT TO THE OVERALL INTENTION OF THE PARTIES.**

**EXCEPT AS OTHERWISE SPECIFICALLY AMENDED HEREBY, THE EMPLOYER'S POSITION ON ALL MATTERS IS AS PREVIOUSLY AGREED IN WRITING OR, WHERE NOT PREVIOUSLY AGREED IN WRITING, AS PER EMPLOYER PROPOSALS E-1 TO E-14.**

**FINAL AGREEMENT ON ALL MATTERS IS SUBJECT TO RATIFICATION OF THE UNIVERSITY'S PRINCIPALS.**

**E. & O.E.**

Memorandum of Agreement  
(this "Agreement")

Between  
McMaster University  
And  
The National Automobile, Aerospace Transportation  
And General Workers' Union of Canada, CAW-Canada  
And its Local Union No. 555  
(together, the "Parties")

Re: Renewal Collective Agreement – CAW Local 555 Unit 1

1. The Parties agree to the terms of this Agreement as constituting full settlement of all matters in dispute;
2. The University and Union bargaining teams have tentatively agreed to the Articles, Appendices, Letters of Understanding and Memoranda of Agreement attached hereto (collectively, the "Renewal Collective Agreement");
3. The Parties agree to make all necessary housekeeping amendments to the Renewal Collective Agreement in order to give effect to the overall intention of the Parties;
4. The Parties agree that each will recommend to its respective principals the ratification of the Renewal Collective Agreement and the complete acceptance of the terms of this Agreement;

Signed this 22 day of September, 2009 at the City of Hamilton

For the University

For the CAW

\_\_\_\_\_  
John Capone, Chair

\_\_\_\_\_  
Barry Diacon, Unit 1 Chairperson

\_\_\_\_\_  
Mark Haley, Assistant Vice-President  
Human Resources

\_\_\_\_\_  
Ron Smith, CAW National Representative

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<p><b>ARTICLE 1 - TERM OF AGREEMENT</b></p> <p><b>1.01</b> This Agreement shall be effective from the 16th day of June 2009 and shall continue in effect up to and including the 31st day of August 2012.</p> <p><b>1.02</b> This Agreement shall continue automatically thereafter for annual periods of one year, unless either party notifies the other in writing, within a period of one-hundred and twenty (120) calendar days immediately prior to the expiration date, that it desires to amend or terminate this Agreement.</p> <p><b>1.03</b> 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.</p>	<p>[ Same language ]</p> <p>[ Same language ]</p> <p>[ Same language ]</p>
<p><b>ARTICLE 21 - COMPENSATION</b></p> <p><b>21.01 Pay Equity</b></p> <p>The Employer and the Union affirm that the Job Evaluation System and the Salary Grid have been developed and will be maintained in accordance with the <i>Pay Equity Act</i>.</p>	<p><b>ARTICLE 21 - COMPENSATION</b></p> <p><b>21.01 Pay Equity</b></p> <p>The Employer and the Union affirm that the Job Evaluation System, inclusive of the Job Evaluation Plan, the Factor Weightings and the Salary Grid have been developed and will be maintained in accordance with the <i>Pay Equity Act</i>, and may not be amended or changed without the agreement of both Parties.</p>
<p><b>21.02 Assignment of Pay Grades</b></p> <p>Jobs will be rated by the Evaluation Committee and the results will be used to determine the appropriate pay grade.</p>	<p>[ Same language ]</p>
<p><b>21.03 Step Placement and Progression</b></p> <p><b><u>Step Placement for an Initial Appointment</u></b></p> <p>(a) The starting wage on initial appointment of a new Employee will be determined by the hiring department in consultation with Human Resources Services, taking into account pertinent previous experience; such wage must be the equivalent of a step on the grid and no less than the Entry Rate of the applicable pay grade. When an Employee is hired at a step above the Entry Rate, Human Resources Services will notify the Union.</p>	<p>[ Same language ]</p>
<p><b><u>Step Progression</u></b></p> <p>(b) All Employees who have completed their probationary period and whose wage is below the maximum for their pay grade will advance through the Salary Grid by way of set progression increments until the highest step is attained.</p>	<p>[ Same language ]</p>

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<p>(c) For those Employees who are hired, transferred, or promoted to a new pay grade after the implementation of the Salary Grid (December 16, 2001), progression through the steps in the pay grade will occur on the anniversary date of the Employee's placement in that new pay grade. For other Employees, progression through the steps in the pay grade will occur on the anniversary date of the implementation of the Salary Grid.</p> <p>(d) Changes to an Employee's Wage Rate on her anniversary date will be effective as of the anniversary date.</p> <p>(e) The Employer may move Employees through the Salary Grid at an accelerated rate.</p>	<p>[ Same language ]</p> <p>[ Same language ]</p> <p>[ Same language ]</p>
<p><b><u>Market Adjustment</u></b></p> <p>(f) In the event that the Employer determines that an anomalous market circumstance exists such that the Employer is experiencing difficulty in attracting and/or retaining Employees in a specific job, it may document the extent of the competitive shortfall and pay a market adjustment as part of the Employee's hourly wage rate.</p> <p>(g) Before implementing such an adjustment, the Employer will meet with the Union and provide information about the scope and nature of the situation and the amount of the adjustment required to address it. In the event that the market condition changes, with the effect that a continued adjustment is no longer necessary, the Employer may discontinue the payment of the adjustment on three (3) months notice to the Union and to any Employees in receipt of the adjustment.</p> <p>(h) The adjustment will be included in the calculation of pension and premium time calculations. The Employer may implement such adjustments up to a maximum of twenty (20) Employees per calendar year.</p>	<p>[ Same language ]</p> <p>[ Same language ]</p> <p>[ Same language ]</p>
<p><b>21.04 Over Maximum</b></p> <p>An Employee whose salary is above the highest step in her pay grade, will be administered as over-maximum. Such Employees will not be eligible for any salary increases until their salary is less than or equal to the highest basic rate of pay in the pay grade.</p>	<p>[ Same language ]</p>
<p><b>21.05 Promotions</b></p> <p>(a) To receive a promotional increase, an Employee must have a definite change in job status under one of the following conditions:</p> <ul style="list-style-type: none"> <li>i. the Employee obtains a position in a higher pay grade; or</li> <li>ii. the Employee's position is reclassified to a higher pay grade.</li> </ul>	<p>[ Same language ]</p>

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<p>(b) Movement to a position with a higher point rating within the same pay grade shall not be regarded as a promotion, but as a lateral transfer.</p> <p>(c) Promotional increases recognize a change in an Employee's responsibilities as defined in Article 21.05(a) above. Employees moved to a higher pay grade shall be placed at a step in the new grade that represents as a minimum of at least a 5% increase from the previous wage but, in any case, not less than the entry rate for the new grade and not more than Step 10 of the new grade. At its discretion the Employer may place the Employee at a higher step on the grid.</p> <p>(d) The anniversary date of an Employee who accepts a Career Growth Opportunity will change to the start date of the Career Growth Opportunity. Upon return to her home position from the Career Growth Opportunity, the Employee's anniversary date will revert back to her original anniversary date and she shall be paid at the Wage Rate she would have attained through annual increases had she not accepted the Career Growth Opportunity.</p>	<p>[ Same language ]</p> <p>[ Same language ]</p> <p>[ Same language ]</p>
<p><b>21.06 Demotions</b></p> <p>(a) In the event of a re-evaluation downward, the incumbent shall not normally suffer a loss of wages, in accordance with the Letter of Understanding regarding Job Evaluation System 2009. Transfers to a position in a lower pay grade than the Employee's current pay grade may result in a reduction in wage when:</p> <ul style="list-style-type: none"> <li>i. an Employee applies for a lower rated posted position; or</li> <li>ii. the transfer results from Priority Placement in the circumstances set out in Article 17.06(h), the Displacement process or Recall Rights.</li> </ul>	<p><b>21.06 Demotions</b></p> <p>(a) In the event of a re-evaluation downward, the incumbent shall not normally suffer a loss of wages, in accordance with <del>the Letter of Understanding</del> Appendix VIII regarding Job Evaluation System 2009. Transfers to a position in a lower pay grade than the Employee's current pay grade may result in a reduction in wage when:</p> <ul style="list-style-type: none"> <li>i. an Employee applies for a lower rated posted position; or</li> <li>ii. the transfer results from Priority Placement in the circumstances set out in Article 17.06(h), the Displacement process or Recall Rights.</li> </ul>
<p>(b) Should the Employer decide to reduce the wage, the resulting wage rate will be at a step on the grid which is closest to but no more than 5% less than the Employee's current wage, unless a larger decrease is necessary to bring the wage to Step 10 of the new pay grade.</p> <p>(c) No wage rate shall be reduced as a result of promotion or lateral re-assignment.</p>	<p>[ Same language ]</p> <p>[ Same language ]</p>
<p><b>21.07 Lateral Transfers</b></p> <p>Wage increases will not be granted when an Employee transfers to another position in the same pay grade.</p>	<p>[ Same language ]</p>
<p><b>21.08 Temporary Transfer</b></p> <p>(a) An Employee who is temporarily transferred to another job which is lower than the Employee's grade shall suffer no loss in pay during the temporary transfer.</p>	<p>[ Same language ]</p>

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<p>(b) An Employee who is temporarily transferred for a period of one month or more to another job which is higher than the Employee's grade will be paid at the step in the higher grade that is at least 3% higher than the Employee's wage step.</p>	<p>[ Same language ]</p>
<p>(c) Upon return to her former position, the Employee's wage will be reduced to the former level with any adjustments that would have taken place had the Employee not accepted the temporary transfer.</p>	<p>[ Same language ]</p>
<p>(d) The assignment of additional duties shall not normally exceed three (3) months but may be extended beyond that period with the agreement of the Parties. An Employee who is assigned additional duties will be paid at the next higher step on the Salary Grid for the duration of the assignment. If the Employee is at Step 10 or over-maximum, she shall be paid at a rate that is a 3% increase from her current rate for the duration of the assignment.</p>	<p>[ Same language ]</p>
<p><b>21.09 Effective Date</b></p> <p>(a) Wage rate changes arising from a transfer will take effect as of the date of transfer.</p> <p>(b) Effective June 16, 2009, a wage rate increase resulting from re-evaluation will be effective the date the revised job description is received by Human Resources Services.</p>	<p><b>21.09 Effective Date</b></p> <p>(a) Wage rate changes arising from a transfer will take effect as of the date of transfer.</p> <p>(b) Effective June 16, 2009, a wage rate increase resulting from re-evaluation will be effective the date the revised job description is received by Human Resources Services.</p> <p>(c) When duties are added/modified that are expected to continue on an ongoing basis, a re-evaluation shall be submitted within 30 days of the change, in accordance with Appendix VIII.</p>
<p><b>21.10 Method of Salary Payment</b></p> <p>(a) The HRIMS pay frequency is bi-weekly for all Employees. Pay periods begin on Sunday and end on the Saturday of week 2. Pay will be made by direct deposit on the Friday following the pay period end date. If the pay date falls on a holiday, it will be moved forward to the business day immediately preceding the holiday.</p> <p>(b) At the time of each pay, Employees will receive an itemized statement of earnings and deductions. In the event that this statement can be made available in electronic format, the Employer will seek the Union's agreement prior to introducing this method.</p>	<p>[ Same language ]</p> <p>[ Same language ]</p>
<p>(c) If applicable, overtime or shift premiums will be processed for payment no later than the pay period following the pay period in which the overtime was worked or premium was earned.</p> <p>(d) Employees may be required to submit an online timesheet for approval by their Supervisor.</p>	<p>[ Same language ]</p> <p>[ Same language ]</p>

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<p>(e) The Employer reserves the right to modify the method of wage payment with six (6) months written notice to the Union.</p>	<p>[ Same language ]</p>
<p><b>21.11 Deductions</b></p> <p>Deductions from the Employee's pay include:</p> <ul style="list-style-type: none"> <li>i. Statutory deductions as required by Federal and Provincial legislation (e.g. Income Tax, Canada Pension Plan contributions, Employment Insurance contributions);</li> <li>ii. Union Membership dues in accordance with Article 5.07;</li> <li>iii. Benefit deductions, such as the McMaster Pension Plan, Long Term Disability, Accidental Death and Dismemberment, Optional Life Premiums, Extended Health &amp; Dental Premiums for Employees working less than 910 hours per year;</li> <li>iv. Deductions which may be ordered by the Court. If an Employee's salary is garnisheed in accordance with a court order, the Employer will notify the Employee in advance of the adjustment of the bank payroll deposit; and</li> <li>v. Other deductions as authorized in advance by the Employee.</li> </ul>	<p>[ Same language ]</p> <p>[ Same language ]</p> <p>[ Same language ]</p> <p>[ Same language ]</p> <p>[ Same language ]</p>
<p><b>ARTICLE 22 - BENEFITS SCHEDULE</b></p> <p><b>22.01 Benefits and Pensions</b></p> <p>(a) Employees are eligible to participate in the Pension Plan for Salaried Employees of McMaster University, Major Medical Plan, Dental Plan, Group Life Plan, Accidental Death &amp; Dismemberment Plan, Salary Continuance Plan, Long Term Disability Plan, Pregnancy Leave Plan, Family Medical Leave Plan, Tuition Assistance and Bursary Plans as summarized below. (Further details of benefits may be found in the CAW Benefit Booklet accessible via the McMaster University website.)</p>	<p>[ Same language ]</p>
<p>(b) Subject to 22.01(c), those Employees who collect a pension immediately on their leaving the Employer or who are eligible for an immediate and unreduced pension at the date they leave continue to participate in the Major Medical, Dental, Group Life Plans, Tuition Assistance and Bursary Plans. They and their eligible dependants who are enrolled in the noted plans at their date of retirement will continue to be eligible for those benefits.</p>	<p>[ Same language ]</p>

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<p>(c) Eligibility for benefits post-retirement is limited to:</p> <ul style="list-style-type: none"> <li>i. Employees hired on or before June 15, 2006;</li> <li>ii. Employees hired between June 16, 2006 and September 14, 2009, inclusive, and who have at least ten (10) years cumulative service with the University as of the date of retirement; and</li> <li>iii. Employees hired on or after September 15, 2009, in accordance with the terms of the Letter of Understanding regarding the Post Retirement Benefit Program.</li> </ul>	<p>(c) Eligibility for benefits post-retirement is limited to:</p> <ul style="list-style-type: none"> <li>i. Employees hired on or before June 15, 2006;</li> <li>ii. Employees hired between June 16, 2006 and <del>September 14, 2009</del> <b>September 31, 2009</b>, inclusive, and who have at least ten (10) years cumulative service with the University as of the date of retirement; and</li> <li>iii. Employees hired on or after <del>September 15, 2009</del> <b>October 1, 2009</b>, in accordance with the terms of the Letter of Understanding regarding the Post Retirement Benefit <b>Co-Pay</b> Program.</li> </ul>
<p><b>22.02 Pension Plan</b></p> <p>(a) Eligible Employees hired before September 15, 2009, shall participate in the 'Salaried Pension Plan for Employees of McMaster University'. The Employer shall administer the plan in accordance with the terms and conditions of the plan in effect upon ratification of this Agreement, including two year vesting. Except as provided in Appendix VI, no changes will be made to existing benefits and/or Employee contribution rates during this contract without the written agreement of the Union.</p> <p>(b) Eligible Employees hired on or after September 15, 2009, shall participate in the retirement savings vehicle in accordance with Appendix VII.</p>	<p><b>22.02 Pension Plan</b></p> <p>(a) Eligible Employees hired before <del>September 15, 2009</del> <b>October 1, 2009</b>, shall participate in the 'Salaried Pension Plan for Employees of McMaster University'. The Employer shall administer the plan in accordance with the terms and conditions of the plan in effect upon ratification of this Agreement, including two year vesting. Except as provided in Appendix VI, no changes will be made to existing benefits and/or Employee contribution rates during this contract without the written agreement of the Union.</p> <p>(b) Eligible Employees hired on or after <del>September 15, 2009</del> <b>October 1, 2009</b>, shall participate in the retirement savings vehicle in accordance with Appendix VII.</p>
<p>[ Note: No pension surplus language in "final" offer. ]</p>	<p>[ Note: pension surplus language from current CA retained in tentative agreement. ]</p> <p><del>(b)</del> <b>(c)</b> If, during the term of this Agreement, it is determined as a result of an actuarial valuation that there is a surplus on a solvency basis and on a going concern basis, the Parties shall meet to determine how best to utilize the surplus and how to account for the assets and liabilities of the plan attributable to the CAW Bargaining Unit from that point forward. If the Parties are unable to make a determination, the matter shall be referred to arbitration, on a final offer selection basis, for a final and binding determination of the use of that portion of such a surplus that is attributable to the CAW Bargaining Unit.</p> <p><del>(e)</del> <b>(d)</b> In order to determine the portion of such a surplus attributable to active Plan members in the CAW Bargaining Unit, the calculation will be pro-rata based on liabilities.</p>
<p><b>22.03 Major Medical Plan</b></p> <p>(a) The Employer shall pay 100% of the billed rates of premium for all eligible Employees, for the Major Medical Plan which is in effect at June 15, 2009.</p>	<p>[ Same language ]</p>

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<p>(b) Participation in this programme is a condition of employment. Eligible Employees must enroll their eligible family members before benefits are provided.</p> <p>(c) Employees who work less than half time are not eligible for 100% of premium paid by the Employer and participation is optional.</p>	<p>[ Same language ]</p> <p>[ Same language ]</p>
<p><b>22.04 Dental Plan</b></p> <p>(a) The Employer shall pay 100% of the billed rates of premium for all eligible Employees to provide the Dental Plan which is in effect at June 15, 2009.</p> <p>(b) Participation in this programme is a condition of employment. However, Employees who have coverage through their spouse or who work less than half time, may opt not to participate. Eligible Employees must enrol their eligible family members before benefits are provided.</p>	<p>[ Same language ]</p> <p>[ Same language ]</p>
<p><b>22.05 Group Life Insurance Program</b></p> <p>(a) The Employer will pay 100% of the billed rate of premiums for Employees for Basic Coverage in accordance with the Group Life Insurance Plan which is in effect at June 15, 2009.</p> <p>(b) 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.</p> <p>(c) Participation in this Plan is a condition of employment.</p> <p>(d) Life insurance coverage will cease on the day prior to the Employee's 70<sup>th</sup> birthday, at which time coverage will convert to the retiree life insurance benefit.</p>	<p>[ Same language ]</p> <p>[ Same language ]</p> <p>[ Same language ]</p> <p>[ Same language ]</p>
<p><b>22.06 Accidental Death and Dismemberment Plan</b></p> <p>The Employer will continue to make this plan available for eligible Employees. An Employee who elects to participate will pay 100% of her billed rate of premium.</p>	<p>[ Same language ]</p>
<p><b>22.07 Bursary Plan</b></p> <p>(a) The Employer offers bursaries to dependents of eligible Employees who have completed three years' continuous service. This is a taxable benefit to the Employee and subject to the Canada Revenue Agency tax regulations.</p> <p>(b) 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.</p>	<p><b>22.07 Bursary Plan</b></p> <p>(a) The Employer offers bursaries to dependents of eligible Employees who have completed three years' continuous service.</p> <p>(b) 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.</p>

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<p><b>ARTICLE 24 - JOB DESCRIPTIONS</b></p> <p><b>24.01</b> Each position shall have a job description. A copy shall be kept on file in Human Resources Services.</p>	<p><b>ARTICLE 24 - JOB DESCRIPTIONS</b></p> <p><b>24.01</b> Each position shall have a job description. A copy shall be kept on file in Human Resources Services and provided to the Union electronically.</p>						
<p><b>24.02</b> Job descriptions are developed by the Employer and include duties, tasks, responsibilities, reporting structure and qualifications.</p>	<p>[ Same language ]</p>						
<p><b>24.03</b> In accordance with the orientation process in Article 13, the job description shall be provided and explained to new Employees.</p>	<p>[ Same language ]</p>						
<p><b>24.04</b> Upon request, the job description will be available to Employees through their immediate Supervisor.</p>	<p>[ Same language ]</p>						
	<p><b>24.05</b> Upon request, job descriptions for posted vacancies or other positions shall be made available to Employees through Human Resources within 7 days.</p>						
<p style="text-align: center;"><b>Appendix IV Compensation and Benefits</b></p> <p><b><u>Lump Sum Payment</u></b></p> <p>1. (a) All Employees (who are members of CAW Local 555, Unit 1, and employed on the date of ratification of the collective agreement) shall be paid a lump sum payment in the gross amounts as follows:</p> <ul style="list-style-type: none"> <li>i. for Employees whose regular weekly scheduled hours of work, as recorded in the payroll system as of the date of ratification of the collective agreement, are 50% or greater than the equivalent full-time work week: \$1000.00; or</li> <li>ii. for Employees whose regular weekly scheduled hours of work, as recorded in the payroll system as of the date of ratification of the collective agreement, are less than 50% of the equivalent full-time work week: \$500.00.</li> </ul>	<p>[ Same language ]</p>						
<p>(b) The lump sum payments described in paragraph 1(a) shall be paid within 60 days of ratification as part of a regular bi-weekly pay deposit.</p> <p>(c) The lump sum payments described in paragraph 1(a) shall not be included in the determination of pension and benefit entitlements.</p>	<p>[ Same language ]</p>						
<p><b><u>Basic Rates of Pay</u></b></p> <p>2. Appendix V to the collective agreement shall include revised salary grids, reflecting approximate Across-the-Board ("ATB") increases as follows:</p> <table border="0" style="width: 100%;"> <tr> <td style="padding-left: 20px;">Year 1 (effective December 1, 2009)</td> <td style="text-align: right;">1.00%</td> </tr> <tr> <td style="padding-left: 20px;">Year 2 (effective August 8, 2010)</td> <td style="text-align: right;">2.00%</td> </tr> <tr> <td style="padding-left: 20px;">Year 3 (effective August 7, 2011)</td> <td style="text-align: right;">2.75%</td> </tr> </table>	Year 1 (effective December 1, 2009)	1.00%	Year 2 (effective August 8, 2010)	2.00%	Year 3 (effective August 7, 2011)	2.75%	<p>[ Same language ]</p> <p>[ Same language ]</p>
Year 1 (effective December 1, 2009)	1.00%						
Year 2 (effective August 8, 2010)	2.00%						
Year 3 (effective August 7, 2011)	2.75%						

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<p>Due to rounding to 2 decimal places on each salary grid, the ATB increases noted above are approximate; the figures populating the salary grids in Appendix V govern.</p>	<p>[ Same language ]</p>
<p><b><u>Premiums for Employees Over Step 10</u></b></p> <p>3. (a) Following implementation of the new salary grid effective December 1, 2009, any Employee whose wage rate is over the Step 10 rate in her pay Grade shall, in lieu of receiving an increase to her wage rate, be paid a premium in an amount equal to 1.00% of her wage rate as at November 30, 2009, for all straight time hours worked between December 1, 2009, and August 7, 2010, inclusive.</p>	<p>[ Same language ]</p>
<p>(b) Any Employee whose wage rate as at November 30, 2009, is over the Step 10 rate in her pay Grade and, following implementation of the new salary grid effective December 1, 2009, is at or under the Step 10 rate in her pay Grade, shall:</p> <ul style="list-style-type: none"> <li>i. have her wage rate increased to, and administered at, Step 10 of the new salary grid; and</li> <li>ii. be paid a premium for all straight time hours worked between December 1, 2009, and August 7, 2010, inclusive, in an amount equal to the difference between: <ul style="list-style-type: none"> <li>(1) the increase received in accordance with paragraph 3(b)i.; and</li> <li>(2) 1.00% of her wage rate calculated as at November 30, 2009.</li> </ul> </li> </ul>	<p>[ Same language ]</p> <p>[ Same language ]</p> <p>[ Same language ]</p>
<p>(c) The premiums described in paragraphs 3(a) and (b) shall not be included in the determination of pension and benefit entitlements.</p>	<p>[ Same language ]</p>
<p>(d) Notwithstanding paragraph 3(a), the premium described therein shall cease to apply if the Employee, at any point prior to August 7, 2010, has a change to her wage rate, for example, via promotion or demotion, such that it is no longer over Step 10 in her pay Grade.</p>	<p>[ Same language ]</p>
<p>4. (a) Following implementation of the new salary grid effective August 8, 2010, any Employee whose wage rate is over the Step 10 rate in her pay Grade shall, in lieu of receiving an increase to her wage rate, be paid a premium in an amount equal to 2.00% of her wage rate as at August 7, 2010, for all straight time hours worked between August 8, 2010, and August 6, 2011, inclusive.</p>	<p>[ Same language ]</p>
<p>(b) Any Employee whose wage rate as at August 7, 2010, is over the Step 10 rate in her pay Grade and, following implementation of the new salary grid effective August 8, 2010, is at or under the Step 10 rate in her pay Grade, shall:</p> <ul style="list-style-type: none"> <li>i. have her wage rate increased to, and administered at, Step 10 of the new salary grid; and</li> </ul>	<p>[ Same language ]</p> <p>[ Same language ]</p>

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<p>ii. be paid a premium for all straight time hours worked between August 8, 2010, and August 6, 2011, inclusive, in an amount equal to the difference between:</p> <p>(1) the increase received in accordance with paragraph 4(b)i.; and</p> <p>(2) 2.00% of her wage rate calculated as at August 7, 2010.</p>	<p>[ Same language ]</p>
<p>(c) The premiums described in paragraphs 4(a) and (b) shall not be included in the determination of pension and benefit entitlements.</p> <p>(d) Notwithstanding paragraph 4(a), the premium described therein shall cease to apply if the Employee, at any point prior to August 7, 2011, has a change to her wage rate, for example, via promotion or demotion, such that it is no longer over Step 10 in her pay Grade.</p>	<p>[ Same language ]</p> <p>[ Same language ]</p>
<p>5. (a) Following implementation of the new salary grid effective August 7, 2011, any Employee whose wage rate is over the Step 10 rate in her pay Grade shall, in lieu of receiving an increase to her wage rate, be paid a premium in an amount equal to 2.75% of her wage rate as at August 6, 2011, for all straight time hours worked between August 7, 2011, and August 31, 2012, inclusive.</p>	<p>[ Same language ]</p>
<p>(b) Any Employee whose wage rate as at August 6, 2011, is over the Step 10 rate in her pay Grade and, following implementation of the new salary grid effective August 7, 2011, is at or under the Step 10 rate in her pay Grade, shall:</p> <p>i. have her wage rate increased to, and administered at, Step 10 of the new salary grid; and</p>	<p>[ Same language ]</p>
<p>ii. be paid a premium for all straight time hours worked between August 7, 2011, and August 31, 2012, inclusive, in an amount equal to the difference between:</p> <p>(1) the increase received in accordance with paragraph 5(b)i.; and</p> <p>(2) 2.75% of her wage rate calculated as at August 6, 2011.</p>	<p>[ Same language ]</p> <p>[ Same language ]</p>
<p>(c) The premiums described in paragraphs 5(a) and (b) shall not be included in the determination of pension and benefit entitlements.</p> <p>(d) Notwithstanding paragraph 5(a), the premium described therein shall cease to apply if the Employee, at any point prior to August 31, 2012, has a change to her wage rate, for example, via promotion or demotion, such that it is no longer over Step 10 in her pay Grade.</p>	<p>[ Same language ]</p> <p>[ Same language ]</p>
<p><b><u>Step Progression</u></b></p> <p>6. An Employee whose wage rate is less than Step 10 shall receive increases to her wage rate via annual step progression in accordance with Article 21.03.</p>	<p>[ Same language ]</p>

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<p><b>Benefits</b></p> <p>7. (a) Dental Benefits – Major Restorative Coverage: Dental implants will be included in the Major Restorative coverage for Employees and eligible dependents.</p> <p>(b) Extended Health – Paramedical Coverage: A written referral from a Physician is not required for registered massage therapy for Employees and eligible dependents.</p>	<p>[ Same language ]</p> <p>[ Same language ]</p>															
<p style="text-align: center;"><b>Appendix V Salary Grids</b></p> <p>[ Salary Grids are not reproduced in this document. ]</p>	<p>[ Salary Grids have same numbers ]</p>															
<p style="text-align: center;">Appendix VI Employee Contributions to the Salaried Pension Plan</p> <p>Employees eligible to participate in the ‘Salaried Pension Plan for Employees of McMaster University’ in accordance with Article 22.02 shall make Employee Contributions to the Plan in accordance with the following table:</p>	<p>[ Same language ]</p>															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 35%; text-align: center;"><u>Wages Under YMPE</u></th> <th style="width: 35%; text-align: center;"><u>Wages Over YMPE</u></th> </tr> </thead> <tbody> <tr> <td>Effective June 16, 2009</td> <td style="text-align: center;">5.50 % of wages earned</td> <td style="text-align: center;">7.00 % of wages earned</td> </tr> <tr> <td>Effective January 10, 2010</td> <td style="text-align: center;">5.75 % of wages earned</td> <td style="text-align: center;">7.50 % of wages earned</td> </tr> <tr> <td>Effective January 9, 2011</td> <td style="text-align: center;">6.25 % of wages earned</td> <td style="text-align: center;">8.25 % of wages earned</td> </tr> <tr> <td>Effective January 8, 2012</td> <td style="text-align: center;">6.50 % of wages earned</td> <td style="text-align: center;">8.75 % of wages earned</td> </tr> </tbody> </table> <p>Such Employee Contributions shall be automatically deducted from Employees’ bi-weekly pay.</p>		<u>Wages Under YMPE</u>	<u>Wages Over YMPE</u>	Effective June 16, 2009	5.50 % of wages earned	7.00 % of wages earned	Effective January 10, 2010	5.75 % of wages earned	7.50 % of wages earned	Effective January 9, 2011	6.25 % of wages earned	8.25 % of wages earned	Effective January 8, 2012	6.50 % of wages earned	8.75 % of wages earned	<p>[ Same numbers / Same language ]</p>
	<u>Wages Under YMPE</u>	<u>Wages Over YMPE</u>														
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Effective January 10, 2010	5.75 % of wages earned	7.50 % of wages earned														
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Effective January 8, 2012	6.50 % of wages earned	8.75 % of wages earned														
<p style="text-align: center;">Appendix VII Retirement Savings Vehicle for Employees Hired on or after September 15, 2009</p> <p>The Parties have agreed to submit the subject matter of this Appendix VII to Final Offer Selection Arbitration, pursuant to the terms of Schedule A to this Appendix. A reference to Appendix VII in the collective agreement shall be considered a reference to the Arbitration Award.</p>	<p style="text-align: center;">Appendix VII Retirement Savings Vehicle for Employees Hired on or after <del>September 15</del> <b>October 1</b>, 2009</p> <p>The Parties have agreed to submit the subject matter of this Appendix VII to <del>Final Offer Selection</del> <b>normative Interest</b> Arbitration, pursuant to the terms of Schedule A to this Appendix. A reference to Appendix VII in the collective agreement shall be considered a reference to the Arbitration Award.</p>															

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<p style="text-align: center;"><b>SCHEDULE A to Appendix VII</b> Agreement to Final Offer Selection Arbitration on the matter of Pension</p> <p>1. The Parties agree to submit to arbitrator George Adams the single issue of whether new employees hired by the University on or after September 15, 2009, and who are represented by the Union, will be members and will participate in the "Contributory Pension Plan For Salaried Employees of McMaster University Including McMaster Divinity College" (the "Pension Plan") or will participate in the University's proposed Group Registered Retirement Savings Plan program (the "Group RRSP").</p>	<p style="text-align: center;"><b>SCHEDULE A to Appendix VII</b> Agreement to <b>Normative Interest</b> Arbitration on the matter of Pension</p> <p>1. The Parties agree to submit to arbitrator George Adams the single issue of the retirement savings vehicle to be implemented for new employees who are also members of the CAW Local 555 Unit 1 bargaining unit hired by the University on or after October 1, 2009 ("New Employees").</p>
<p>2. The Parties agree that George Adams will make a final offer selection ("Final Offer Selection") which will have the authority of an arbitration award and will be final and binding on both of the Parties and will be included in the collective agreement.</p>	<p>2. The Parties agree that George Adams shall make an award that will include that the University has the ability, as necessary, to withhold or make the applicable retroactive deductions in accordance with section 13(2) of the <i>Employment Standards Act, 2000</i>, S.O. 2000, c. 41.</p> <p>3. The Parties agree that George Adam's award will have the authority of an arbitration award and will be final and binding on both of the Parties and will be included in the collective agreement.</p>
<p>3. The Parties agree that George Adams will determine the process for the Final Offer Selection, including the dates for the hearing, the timelines for submissions, and the requirement, if any, for the Parties to adduce <i>viva voce</i> evidence.</p>	<p>4. The Parties agree that George Adams will determine the process for the normative Interest Arbitration including the dates for the hearing, the timelines for submissions to him, and the requirement, if any, for the Parties to adduce oral evidence.</p>
<p>4. The Parties agree that the Final Offer Selection will deal exclusively with the issue of whether new employees hired by the University on or after September 15, 2009, and who are represented by the Union will be members and will participate in the Pension Plan or will participate in the Group RRSP.</p>	<p>5. The Parties agree that 21 days before the hearing they shall exchange written briefs setting out their respective positions on the issue in dispute and all material in support thereof, including any report(s) of an expert intended to be adduced into evidence.</p>
<p>5. The Parties agree that any employee hired by the University on or after September 15, 2009, and who are represented by the Union, will:</p> <ul style="list-style-type: none"> <li>a. be advised that the terms and conditions of their employment related to their retirement entitlement are undetermined but, once determined by the arbitration award, will apply to them as though the terms of the award were in operation on the date of the hiring of the employee;</li> <li>b. it will be a term and condition of their offer of employment that the employees agree to consent to retroactive deductions, if any, from their pay to account for required contributions in accordance with George Adams' award;</li> <li>c. will be advised shortly after the arbitration award is issued of the precise amount of required retroactive contributions, if any, on a schedule to be agreed upon at that time between the University and the employees. The employees will be required to consent to any retroactive deductions from their pay if such deductions are different than those specified in 5b, above.</li> </ul>	<p>6. The Parties agree that:</p> <ul style="list-style-type: none"> <li>a. New Employees will be advised that the terms and conditions of their employment related to their entitlement to a retirement savings vehicle are undetermined but, once determined by the arbitration award, will apply to them as though the terms of the award were in operation on the date of the hiring of the employee;</li> <li>b. it will be a term and condition of the offer of employment to New Employees that the employees agree to consent to retroactive deductions, if any, from their pay to account for required contributions in accordance with the arbitration award;</li> <li>c. shortly after the arbitration award is issued, New Employees will be advised of the precise amount of required retroactive contributions, if any, on a schedule to be agreed upon at that time between the University and the employees. The employees will be required to consent to any retroactive deductions from their pay if such deductions are different than those specified in 6b, above.</li> </ul>

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<p>6. George Adams' final and binding award will be limited to being the entire position of one of the Parties on this matter and will include that the University has the ability to withhold or make the applicable retroactive deductions in accordance with section 13(2) of the <i>Employment Standards Act, 2000</i>, S.O. 2000, c. 41.</p>	<p>[ part of the wording in paragraph #6 of the "final offer" is in #2 above. ]</p>
<p>7. The Parties will share equally the fees and disbursements owed to George Adams for his arbitration services.</p>	<p><b>7. The Parties will share equally the fees and disbursements owed to George Adams for his arbitration services.</b></p>
<p>8. The Parties agree that this agreement to arbitrate is governed by section 40 of the <i>Labour Relations Act, 1995</i>, S.O. 1995, c. 1, Sch. A.</p>	<p><b>8. The Parties agree that this agreement to arbitrate is governed by section 40 of the <i>Labour Relations Act, 1995</i>, S.O. 1995, c. 1, Sch. A.</b></p>
<p style="text-align: center;">Letter of Understanding re Job Evaluation System 2009</p> <p>This Letter of Understanding sets out the job evaluation system to be effective June 16, 2009 ("JE 2009"). The job evaluation system in effect on June 15, 2009, ("JJES") shall continue to apply in accordance with Schedule A to this Letter of Understanding.</p> <p>It is understood that to the extent this Letter of Understanding is in conflict with Article 6 (Complaint/Grievance and Arbitration Procedure) this Letter of Understanding shall prevail.</p>	<p style="text-align: center;"><b>Appendix VIII</b> re <b>Job Evaluation System 2009</b></p> <p>This <b>Appendix</b> sets out the job evaluation system to be effective June 16, 2009 ("JE 2009"). The job evaluation system in effect on June 15, 2009, ("JJES") shall continue to apply in accordance with Schedule A to this <b>Appendix</b>.</p> <p>It is understood that to the extent this <b>Appendix VIII</b> is in conflict with Article 6 (Complaint/Grievance and Arbitration Procedure) this <b>Appendix</b> shall prevail.</p>
<p><b>1. Statement of Purpose</b></p> <p>A job evaluation system provides the method by which job descriptions and job ratings shall be maintained to meet changing work requirements and conditions. The Parties agree that an effective job evaluation system meets the following criteria:</p> <ul style="list-style-type: none"> <li>i. It fairly and equitably measures the skill, effort, qualifications, responsibilities and working conditions of all positions in the bargaining unit and establishes the values of jobs relative to each other;</li> <li>ii. It is capable of measuring the full range of jobs in the bargaining unit;</li> <li>iii. It produces timely, accurate and consistent evaluations of all jobs within the bargaining unit;</li> <li>iv. It is administratively efficient;</li> <li>v. It is transparent and understandable;</li> <li>vi. It is capable of being adjusted or modified as the requirements of the workplace change;</li> <li>vii. It meets all legal requirements and is gender neutral within the meaning of the <i>Pay Equity Act</i>.</li> </ul>	<p>[ Same language ]</p>

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<p><b>2. Role of the University</b></p> <p>The University is responsible for maintaining all aspects of the job evaluation system, which includes but is not limited to, the responsibility to:</p> <ul style="list-style-type: none"> <li>! Determine the system and procedures by which job content is documented, evaluated and rated;</li> <li>! Communicate the results of job evaluations to Supervisors, Employees and the Union;</li> <li>! Consider appeals of job evaluations;</li> <li>! Conduct audits of job evaluation results in consultation with the Union;</li> <li>! Conduct periodic reviews of jobs in consultation with the Union;</li> <li>! Conduct periodic reviews of the job evaluation system in consultation with the Union.</li> </ul>	<p><b>2. Roles of the Parties</b></p> <p>The University is responsible for maintaining the job evaluation system, which includes but is not limited to, the responsibility to:</p> <ul style="list-style-type: none"> <li><del>! Determine the system and procedures by which job content is documented, evaluated and rated;</del></li> <li>! Communicate the results of job evaluations to Supervisors, Employees and the Union;</li> <li><del>! Consider appeals of job evaluations;</del></li> <li>! Conduct audits of job evaluation results in consultation with the Union;</li> <li>! Conduct periodic reviews of jobs in consultation with the Union;</li> <li>! Conduct periodic reviews of the job evaluation system in consultation with the Union; and</li> <li>! Create job description templates (generics) in consultation with the Union.</li> </ul>
<p><b>3. Evaluation Committee</b></p> <p>(a) In order to carry out the ongoing work of maintaining JE 2009, the University shall establish an Evaluation Committee consisting of University Managers. The Evaluation Committee will be trained in the application of the job evaluation system and will participate in the evaluation process as supported by Human Resources. All decisions of the Evaluation Committee will be made by consensus of the Evaluation Committee members.</p>	<p>[ Same language ]</p>
<p>(b) The Evaluation Committee shall be responsible for:</p> <ul style="list-style-type: none"> <li>i. the evaluation of new jobs;</li> <li>ii. the re-evaluation of existing jobs;</li> <li>iii. the periodic review of existing jobs (i., ii. or iii., an "Evaluation"); and</li> <li>iv. the determination of an appeal (an "Appeal").</li> </ul>	<p>(b) The Evaluation Committee shall be responsible for:</p> <ul style="list-style-type: none"> <li>i. the evaluation of new jobs;</li> <li>ii. the re-evaluation of existing jobs; and</li> <li>iii. the periodic review of existing jobs;</li> <li>iv. <del>the determination of an appeal (an "Appeal").</del> (each of i., ii., and iii., an "Evaluation").</li> </ul>
<p><b>4. Evaluation Process</b></p> <p>(a) An Evaluation shall be completed by the Evaluation Committee with reference to the job description ("JD") and rating sheet particular to a job. Supervisors are responsible for completing a JD for each job based on job content. Job content shall be determined by the Supervisor. Existing jobs which undergo a significant change to job content will be documented and submitted for Evaluation. A completed JD shall be submitted by the Supervisor to Human Resources; Human Resources shall then forward the JD to the Evaluation Committee.</p>	<p><b>4. Evaluation Process</b></p> <p>(a) An Evaluation shall be completed by the Evaluation Committee with reference to the job description ("JD") and rating sheet particular to a job. Supervisors are responsible for completing a JD for each job based on job content. Job content shall be determined by the Supervisor. Existing jobs which undergo a significant change to job content that is expected to continue on an ongoing basis will be documented in consultation with the incumbent(s) and submitted for Evaluation within 30 days of the change. A completed JD shall be submitted by the Supervisor to Human Resources with a copy to the incumbent(s); Human Resources shall then forward the JD to the Evaluation Committee.</p>

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	<p>(b) Article 21.08(d) shall apply in the event an existing job undergoes a temporary change to job content that exceeds 3 months. An alleged violation of Article 21.08(d) may be grieved in accordance with Article 6.</p> <p>(c) Job evaluation points shall be determined by the Evaluation Committee using the established Factor Weightings in Schedule C. Grades shall be allocated in accordance with Schedule B to this Letter of Understanding.</p>
<p>(b) The University shall develop JDs in template form sufficiently variable to capture the scope of all jobs within the bargaining unit. Supervisors shall use one JD template for like jobs.</p>	<p><del>(b) The University shall develop JDs in template form sufficiently variable to capture the scope of all jobs within the bargaining unit. Supervisors shall use one JD template for like jobs.</del></p>
<p><b>5. Job Evaluation Plan</b></p> <p>The Job Evaluation Plan (the compensable factors and criteria for rating as agreed between the Union and University) in effect on June 15, 2009, shall remain unchanged for the term of the collective agreement. Job evaluation points shall be determined by the Evaluation Committee with reference to the Job Evaluation Plan. Grades shall be allocated in accordance with Schedule B to this Letter of Understanding.</p>	<p><del><b>5. Job Evaluation Plan</b></del></p> <p><del>The Job Evaluation Plan (the compensable factors and criteria for rating as agreed between the Union and University) in effect on June 15, 2009, shall remain unchanged for the term of the collective agreement. Job evaluation points shall be determined by the Evaluation Committee with reference to the Job Evaluation Plan. Grades shall be allocated in accordance with Schedule B to this Letter of Understanding.</del></p>
<p><b>6. Wage Rate Implementation</b></p> <p><i>Grade Evaluated Lower</i></p> <p>(a) Subject to paragraph 6(b), if an Evaluation or Appeal, as the case may be, results in a Grade lower than the incumbent's pre-Evaluation Grade, her pre-Evaluation Grade shall remain unchanged for a period of up to two years from the date the result is communicated to the incumbent. Any Step and ATB increases will continue to apply during that period (i.e. her wage rate shall be "green-circled"). After two years, the incumbent's wage rate will be frozen until it is met or exceeded by the wage rate of the position (i.e. her wage rate shall be "red-circled").</p>	<p><del><b>6.5. Wage Rate Implementation</b></del></p> <p><i>Grade Evaluated Lower</i></p> <p>(a) Subject to paragraph <del>6</del> <b>5</b>(b), if an Evaluation or <del>Appeal</del> <b>Review</b> (as defined in paragraph <del>6(a)</del> <b>6(a)</b>), as the case may be, results in a Grade lower than the incumbent's pre-Evaluation Grade, her pre-Evaluation Grade shall remain unchanged for a period of up to two years from the date the result is communicated to the incumbent. Any Step and ATB increases will continue to apply during that period (i.e. her wage rate shall be "green-circled"). After two years, the incumbent's wage rate will be frozen until it is met or exceeded by the wage rate of the position (i.e. her wage rate shall be "red-circled").</p>
<p>(b) If an Appeal results in a Grade lower than the incumbent's pre-Evaluation Grade and is ultimately referred to Arbitration in accordance with paragraph 7, the incumbent's wage rate shall be determined by the Grade of the position pursuant to the Appeal outcome without change to her pre-Evaluation Step. If the incumbent's pre-Evaluation wage rate was above Step 10, her wage rate shall be determined by the Grade of the position at Step 10. In either case, the incumbent's wage rate shall not be "green circled" or "red-circled".</p>	<p>(b) If <del>an Appeal</del> <b>a Review</b> results in a Grade lower than the incumbent's pre-Evaluation Grade and is ultimately referred to Arbitration in accordance with paragraph <del>7</del> <b>6</b>, the incumbent's wage rate shall be determined by the Grade of the position pursuant to the <del>Appeal</del> <b>Review</b> outcome without change to her pre-Evaluation Step. If the incumbent's pre-Evaluation wage rate was above Step 10, her wage rate shall be determined by the Grade of the position at Step 10. In either case, the incumbent's wage rate shall not be "green circled" or "red-circled".</p>

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<p>(c) An incumbent whose wage rate is "green circled" in accordance with paragraph 6(a) shall be added to the Priority Placement List for a period of up to two years, so long as her wage rate remains "green circled", and subject to the following rules:</p> <ul style="list-style-type: none"> <li>i. Article 17.06 (Priority Placement) shall apply to the extent it is not in conflict with this paragraph 6(c);</li> <li>ii. while on the Priority Placement List, the University will endeavour to place her into a vacant Continuing position at her pre-Evaluation Grade;</li> <li>iii. the incumbent must submit a resume to Human Resources Services outlining her qualifications, skills, ability, and relevant experience;</li> </ul>	<p>(c) An incumbent whose wage rate is "green circled" in accordance with paragraph <del>6- 5(a)</del> shall be added to the Priority Placement List for a period of up to two years, so long as her wage rate remains "green circled", and subject to the following rules:</p> <ul style="list-style-type: none"> <li>i. Article 17.06 (Priority Placement) shall apply to the extent it is not in conflict with this paragraph <del>6- 5(c)</del>;</li> <li>ii. while on the Priority Placement List, the University will endeavour to place her into a vacant Continuing position at her pre-Evaluation Grade;</li> <li>iii. the incumbent must submit a resume to Human Resources Services outlining her qualifications, skills, ability, and relevant experience;</li> </ul>
<p>iv. if the incumbent accepts an offer of Priority Placement, her wage rate shall be determined by the Grade of the position without change to her pre-Evaluation Step. If the incumbent's pre-Evaluation wage rate was above Step 10, her wage rate shall be "red-circled" against Step 10;</p>	<p>iv. if the incumbent accepts an offer of Priority Placement, her wage rate shall be determined by the Grade of the position without change to her pre-Evaluation Step. If the incumbent's pre-Evaluation wage rate was above Step 10, her wage rate shall be "red-circled" against Step 10;</p>
<p>v. if the incumbent declines an offer of Priority Placement, her wage rate shall be determined by the Grade of her position pursuant to the Evaluation or Appeal without change to her pre-Evaluation Step. If the incumbent's pre-Evaluation wage rate was above Step 10, her wage rate shall be determined by the Grade of the position at Step 10. In either case, the incumbent's wage rate shall not be "green circled" or "red-circled";</p>	<p>v. if the incumbent declines an offer of Priority Placement, <del>her wage rate shall be determined by the Grade of her position pursuant to the Evaluation or Appeal without change to her pre-Evaluation Step. If the incumbent's pre-Evaluation wage rate was above Step 10, her wage rate shall be determined by the Grade of the position at Step 10. In either case, the incumbent's wage rate shall not be "green circled" or "red circled";</del> she shall be removed from the Priority Placement List; her wage rate shall continue to be "green circled" for the balance of the two year period and thereafter "red-circled".</p>
<p><i>Grade Evaluated Higher</i> (d) If an Evaluation or Appeal, as the case may be, results in a Grade higher than the incumbent's pre-Evaluation Grade, the incumbent's wage rate shall be determined by Article 21.05(c) retroactive to the date the JD was received by Human Resources.</p>	<p><i>Grade Evaluated Higher</i> (d) If an Evaluation or <del>Appeal</del> Review, as the case may be, results in a Grade higher than the incumbent's pre-Evaluation Grade, the incumbent's wage rate shall be determined by Article 21.05(c) retroactive to the date the JD was received by Human Resources.</p>
<p><i>Grade Evaluated with No Change</i> (e) If an Evaluation or Appeal, as the case may be, does not result in a change to the incumbent's pre-Evaluation Grade, the incumbent's wage rate shall remain unchanged.</p>	<p><i>Grade Evaluated with No Change</i> (e) If an Evaluation or <del>Appeal</del> Review, as the case may be, does not result in a change to the incumbent's pre-Evaluation Grade, the incumbent's wage rate shall remain unchanged.</p>
<p><b>7. Dispute Resolution Process</b>  The Dispute Resolution Process shall consist of three stages as set out below.</p>	<p><b><del>7- 6.</del> Dispute Resolution Process</b>  The Dispute Resolution Process shall consist of three stages as set out below.</p>

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<p><i>Stage 1 - Appeal</i></p> <p>(a) An Evaluation may be the subject of an Appeal. Appeals are submitted to the Evaluation Committee either by the Supervisor or incumbent (the "Appellant"). An Evaluation may only be the subject of an Appeal if:</p> <ul style="list-style-type: none"> <li>i. the Evaluation has not been the subject of a prior Appeal;</li> <li>ii. the Appeal is received within 10 Working Days from the date the Evaluation outcome is communicated to the Appellant, unless an extension is requested within that period by the Appellant and granted by Human Resources; such a request shall be for a maximum extension of 10 Working Days and shall not be unreasonably denied;</li> <li>iii. the Appellant completes and submits to the Evaluation Committee the appeal form (the "Appeal Form") which shall be developed by the University in consultation with the Union; and</li> </ul>	<p><i>Stage 1 - Appeal Review</i></p> <p>(a) An Evaluation may be the subject of an Appeal a review (a "Review"). Appeals are A Review is submitted to the Evaluation a Review Committee consisting of two representatives from each of the University and Union either by the Supervisor or incumbent (the "Appellant"). An Evaluation may only be the subject of an Appeal a Review if:</p> <ul style="list-style-type: none"> <li>i. the Evaluation has not been the subject of a prior Appeal Review;</li> <li>ii. the Appeal Review is received within 10 Working Days from the date the Evaluation outcome is communicated to the Appellant, unless an extension is requested within that period by the Appellant and granted by Human Resources; such a request shall be for a maximum extension of 10 Working Days and shall not be unreasonably denied;</li> <li>iii. the Appellant completes and submits to the Evaluation Review Committee the appeal review form (the "Appeal Review Form") which shall be developed by the University in consultation with the Union; and</li> </ul>
<ul style="list-style-type: none"> <li>iv. the basis for the Appeal is any or all of the following grounds: <ul style="list-style-type: none"> <li>a. the JD is inaccurate;</li> <li>b. the Evaluation outcome is inaccurate; and/or</li> <li>c. the incumbent's wage rate has not been correctly implemented in accordance with paragraph 6.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>iv. the basis for the Appeal Review is any or all of the following grounds: <ul style="list-style-type: none"> <li>a. the JD is inaccurate;</li> <li>b. the Evaluation outcome is inaccurate; and/or</li> <li>c. the incumbent's wage rate has not been correctly implemented in accordance with paragraph 6 5, including the effective date of implementation.</li> </ul> </li> </ul>
<p>(b) The Evaluation Committee shall provide a copy of the completed Appeal Form to, and solicit comment from, the party (the Supervisor or incumbent) who did not submit the Appeal (the "Respondent"), unless the Respondent is in agreement with the Appeal, evidenced by her signature on the Appeal Form.</p>	<p>(b) The Evaluation Review Committee shall provide a copy of the completed Appeal Review Form to, and solicit comment from, the party (the Supervisor or incumbent) who did not submit the Appeal Review (the "Respondent"), unless the Respondent is in agreement with the Appeal Review, evidenced by her signature on the Appeal Review Form.</p>
<p><i>Stage 2 - Grievance</i></p> <p>(c) An Appeal may be the subject of a Grievance. Grievances are submitted by the incumbent to the AVP Human Resources (currently, Mark Haley) and the CAW National Executive Assistant (currently, Peggy Nash) or her designate from CAW National (together, the "Grievance Committee"). An Appeal may only be the subject of a Grievance if:</p> <ul style="list-style-type: none"> <li>i. the CAW Local 555 is in agreement with submitting the matter to a Grievance; and</li> <li>ii. the Grievance is received by the Grievance Committee within 10 Working Days from the date the Appeal outcome is communicated to the incumbent; unless an extension is requested within that period by the Appellant and granted by Human Resources; such a request shall be for a maximum extension of 10 Working Days and shall not be unreasonably denied.</li> </ul>	<p><i>Stage 2 - Grievance</i></p> <p>(c) An Appeal may be the subject of a Grievance. Should the Review Committee not reach agreement, the Review may be the subject of a Grievance. Grievances are submitted by the incumbent to the AVP Human Resources (currently, Mark Haley) and the CAW National Executive Assistant (currently, Peggy Nash) or her designate from CAW National (together, the "Grievance Committee"). An Appeal A Review may only be the subject of a Grievance if:</p> <ul style="list-style-type: none"> <li>i. the CAW Local 555 is in agreement with submitting the matter to a Grievance; and</li> <li>ii. the Grievance is received by the Grievance Committee within 10 Working Days from the date the Appeal Review outcome is communicated to the incumbent; unless an extension is requested within that period by the Appellant incumbent and granted by Human Resources; such a request shall be for a maximum extension of 10 Working Days and shall not be unreasonably denied.</li> </ul>

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<p>(d) The Evaluation Committee shall provide both members of the Grievance Committee with a copy of the following documentation: the JD; the rating sheet (Evaluation outcome); the Appeal Form; the Respondent’s comment (if any); the Appeal outcome; and any other relevant information requested by the Grievance Committee. The Grievance Committee shall attempt to arrive at a resolution agreeable to its members, including how the wage rate is to be implemented and the effective date of implementation.</p>	<p>(d) The Evaluation [<i>sic</i> <b>Review</b>] Committee shall provide both members of the Grievance Committee with a copy of the following documentation: the JD; the rating sheet (Evaluation outcome); the <b>Appeal Review</b> Form; the Respondent’s comment (if any); the <b>Appeal Review</b> outcome; and any other relevant information requested by the Grievance Committee. The Grievance Committee shall attempt to arrive at a resolution agreeable to its members, including how the wage rate is to be implemented and the effective date of implementation.</p>
<p><i>Stage 3 - Arbitration</i>  (e) If the Grievance has not been resolved within 30 Working Days from the date of it being received by the Grievance Committee, the CAW may refer the matter to Final Offer Selection Arbitration. The Arbitrator shall be selected by consensus of the Grievance Committee or, failing consensus, in accordance with the Letter of Understanding Regarding Roster of Arbitrators.</p>	<p><i>Stage 3 - Arbitration</i>  (e) If the Grievance has not been resolved within 30 Working Days from the date of it being received by the Grievance Committee, the <b>CAW Union</b> may refer the matter to Final Offer Selection Arbitration. The Arbitrator shall be selected by consensus of the Grievance Committee or, failing consensus, in accordance with the Letter of Understanding Regarding Roster of Arbitrators.</p>
<p>(f) The University and CAW shall submit their respective Final Offer briefs, including a proposed remedy, to the Arbitrator and to each other no less than 5 Working Days prior to the Arbitration. Both Parties’ proposed remedy shall identify the job evaluation points and corresponding Grade of the job. The Arbitrator shall award one of the two proposed remedies in its entirety and shall have no jurisdiction to fashion his or her own remedy.</p>	<p>(f) The University and <b>CAW Union</b> shall submit their respective Final Offer briefs, including a proposed remedy, to the Arbitrator and to each other no less than 5 Working Days prior to the Arbitration. Both Parties’ proposed remedy shall identify the job evaluation points and corresponding Grade of the job. The Arbitrator shall award one of the two proposed remedies in its entirety and shall have no jurisdiction to fashion his or her own remedy.</p>
<p><i>Wage Rate Implementation Following Arbitration</i>  (g) If the Arbitrator awards the CAW’s proposed remedy, the Award shall be applied in accordance with paragraph 6(a), (d) or (e), as applicable. If the Arbitrator awards the University’s proposed remedy, the incumbent’s wage rate shall be determined as follows:</p>	<p><i>Wage Rate Implementation Following Arbitration</i>  (g) If the Arbitrator awards the <b>CAW’s Union’s</b> proposed remedy, the Award shall be applied in accordance with paragraph <del>6- 5</del>(a), (d) or (e), as applicable. If the Arbitrator awards the University’s proposed remedy, the incumbent’s wage rate shall be determined as follows:</p>
<p>i. If the Award results in a Grade lower than the incumbent’s pre-Evaluation Grade, the incumbent’s wage rate shall determined by the Grade of the position pursuant to the Award without change to her pre-Evaluation Step, retroactive to the date the Grievance was referred to Arbitration. If the incumbent’s pre-Evaluation wage rate was above Step 10, her wage rate shall be determined by the Grade of the position at Step 10. In either case, the incumbent’s wage rate shall not be “green circled” or “red-circled”;</p> <p>ii. If the Award results in a Grade the same as or higher than the incumbent’s pre-Evaluation Grade, the incumbent’s wage rate shall determined in accordance with paragraph 6(d) or (e), as applicable.</p>	<p>i. If the Award results in a Grade lower than the incumbent’s pre-Evaluation Grade, the incumbent’s wage rate shall determined by the Grade of the position pursuant to the Award without change to her pre-Evaluation Step, retroactive to the date the Grievance was referred to Arbitration. If the incumbent’s pre-Evaluation wage rate was above Step 10, her wage rate shall be determined by the Grade of the position at Step 10. In either case, the incumbent’s wage rate shall not be “green circled” or “red-circled”;</p> <p>ii. If the Award results in a Grade the same as or higher than the incumbent’s pre-Evaluation Grade, the incumbent’s wage rate shall determined in accordance with paragraph <del>6- 5</del>(d) or (e), as applicable.</p>
	<p>(h) <b>Article 6.10(f) shall apply with respect to the costs of arbitration.</b></p>

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<p><b>8. Union Right to Information</b></p> <p>The Union shall have access to the following information / documentation:</p> <ul style="list-style-type: none"> <li>i. completed JDs;</li> <li>ii. JD templates;</li> <li>iii. Evaluation results (rating sheets);</li> <li>iv. completed Appeal Forms;</li> <li>v. Respondents' comments;</li> <li>vi. Appeal results;</li> <li>vii. the Job Evaluation Plan; and</li> <li>viii. for each incumbent: her name and gender; job title; JD number; and department.</li> </ul>	<p><b>8-7. Union Right to Information</b></p> <p>The Union shall <del>have access to</del> be provided the following information / documentation <del>on a monthly basis</del>:</p> <ul style="list-style-type: none"> <li>i. completed JDs;</li> <li>ii. JD templates;</li> <li>iii. Evaluation results (rating sheets);</li> <li>iv. completed Appeal Review Forms;</li> <li>v. Respondents' comments;</li> <li>vi. Appeal Review results;</li> <li>vii. the Job Evaluation Plan; and</li> <li>viii. for each incumbent: her name and gender; job title; the gender of the job or job group; JD number; and department.</li> </ul>
<p style="text-align: center;"><b>SCHEDULE A</b> <b><u>Finalization of JJES</u></b></p> <p>This Schedule outlines the items that will be addressed using the Joint Job Evaluation System (JJES) in effect on June 15, 2009, with one exception: unresolved "JCQs in Progress" as of January 31, 2010, for which the incumbent is not on an approved leave of absence at that date, shall be resolved under the JE 2009.</p>	<p>[ Same language ]</p>
<p><u>JCQs in Progress</u></p> <p><i>JCQs received on or before June 15, 2009</i></p> <p>The JJES in effect on June 15, 2009 will be used to rate jobs that were received on or before June 15, 2009. This includes:</p>	<p>[ Same language ]</p>
<ul style="list-style-type: none"> <li>! JCQs which require rating by the Job Rating Committee (JRC);</li> <li>! JCQs which have been rated by the JRC and require consistency checking;</li> <li>! Reconsideration requests for JCQs that were received on or before June 15, 2009; and</li> <li>! Finalization of ratings where the release of the rating has been held due to the incumbent being on a leave of absence.</li> </ul>	<p>[ Same language ]</p>
<p><i>JCQs received after June 15, 2009</i></p> <p>Employees in positions for which a JCQ was received after June 15, 2009 will be addressed in accordance with JE 2009.</p>	<p>[ Same language ]</p>
<p><u>Distribution of "Shares"</u></p> <p>The Agreement between McMaster University and CAW Local 555 regarding the Joint Job Evaluation System Implementation and Retroactivity signed March 8, 2007 outlined the method of payment for retroactivity for the period June 16, 2005 to April 15, 2007. A "shares" methodology was used. The value of a full share was and is \$2886.39.</p>	<p>[ Same language ]</p>

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<p>i) <u>“Retro Shares” On Hold from the Main Pool</u></p> <p>The main pool was calculated at 2% of wages for the bargaining unit and adjusted for 22 months of retroactivity covering the period June 16, 2005 to April 15, 2007. The total value of the main pool was \$3,021,557.34.</p> <p>At the time of the April 16, 2007 implementation, there were employees who required rating of a JCQ to be finalized or some additional information confirmed prior to determining their entitlement for the pro-rata shares based on calculations from the "main" retro pool. A total of 16.2 shares with a value of \$46,759.52 remain “on-hold”.</p>	<p>[ Same language ]</p>
<p>ii) <u>Reserve Shares</u></p> <p>Item 9 of the Implementation Agreement signed March 8, 2007 provides for 50 shares to be reserved to address retroactivity owing for the period June 16, 2005 to April 15, 2007 and also provides that in the event that more than the 50 shares are required, an additional 20 shares would be made available on a contingency basis. The 50 shares, less the 2.7 that have already been distributed leaves 47.3 reserve shares which have a value of \$136,526.25. The additional 20 shares may have a value of \$57,727.80.</p> <p>Prior to the disbursement of the reserve shares, the rating of all eligible JCQs must be finalized in order to determine the employees and the total number of pay grade increases.</p>	<p>[ Same language ]</p>
<p>iii) <u>Total Retro and Reserve Share Payments</u></p> <p>The total of the retro shares on hold from the main pool and the reserve shares amounts to 63.5 shares which has a value of \$183,285.77 (\$46,759.52 + \$136,526.25). If not sufficient, an additional 20 reserve shares with a value of \$57,727.80 is provided.</p> <p>Disbursement of the retro shares on hold from the main pool and the reserve shares will be determined by the Principals.</p>	<p>[ Same language ]</p>

*"Final" Offer*

*Tentative Agreement submitted for Ratification*

**SCHEDULE B**

**Placement On Salary Grid**

An Employee's job evaluation points as derived from her job description will determine her pay grade in accordance with the chart below.

**JES Grade Boundaries**

<b>Min (&amp; Including)</b>	<b>Max</b>	<b>Grade</b>
0	204.9	<b>1</b>
205	254.9	<b>2</b>
255	304.9	<b>3</b>
305	354.9	<b>4</b>
355	404.9	<b>5</b>
405	454.9	<b>6</b>
455	504.9	<b>7</b>
505	554.9	<b>8</b>
555	604.9	<b>9</b>
605	654.9	<b>10</b>
655	704.9	<b>11</b>
705	1000	<b>12</b>

**Note:** Grade 12, with 755 points or more will have 10% added to their grade 12 step rate

[ Same language ]

[ There was no "Schedule C" in the "final offer". ]

**SCHEDULE C**

**Factor Weightings** [ 1<sup>st</sup> page (table not included here) ]

**Education and Experience (Level Rating and Points Chart)**

[ 2<sup>nd</sup> page (table not included here) ]

Letter of Understanding  
Post Retirement Benefit Program  
(the "Program")

**Letter of Understanding  
Post Retirement Benefit Co-Pay Program  
(the "Co-Pay Program")**

Employees hired on or after September 15, 2009, shall be eligible for post retirement benefits in accordance with the Program, so long as they have completed thirty (30) years' of *contributing* service as at the date of their retirement.

Employees hired on or after ~~September 15~~ **October 1**, 2009, shall be eligible for post retirement benefits ~~in accordance with the Program, so long as they have completed thirty (30) years' of contributing service as at the date of their retirement.~~ **so long as they:**

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<p>The Program shall be jointly administered by the Union and University. As soon as possible following ratification of the collective agreement, the Union and University shall each appoint three representatives to a committee (the “Program Committee”). The Program Committee shall meet as soon as possible to determine and establish an appropriate financing vehicle for the Program.</p>	<ul style="list-style-type: none"> <li>i. have completed the required years of continuing service as at the date of their retirement in accordance with the table below, and have participated in the extended health and dental benefit plans available to Employees during that period;</li> <li>ii. have attained the Rule of 80 or age 65 as at the date of retirement; and</li> <li>iii. collect an immediate annuity, whether reduced or unreduced, upon retirement.</li> </ul>															
<p>The Program will be jointly funded by Employee and University contributions. Employees hired on or after September 15, 2009 shall contribute as follows:</p> <table border="0" style="margin-left: 40px;"> <tr> <td>Year 1*</td> <td>\$3.75 bi-weekly</td> </tr> <tr> <td>Year 2*</td> <td>\$7.50 bi-weekly</td> </tr> <tr> <td>Year 3*</td> <td>\$15.00 bi-weekly</td> </tr> </table> <p>* The effective dates for commencing contributions in Years 1, 2 and 3 shall be December 1, 2009, August 8, 2010, and August 7, 2011, respectively.</p>	Year 1*	\$3.75 bi-weekly	Year 2*	\$7.50 bi-weekly	Year 3*	\$15.00 bi-weekly	<p>Upon retirement, eligible retirees may elect to participate or not in the Co-Pay Program. Retirees who elect to participate shall contribute a percentage of the yearly cost of post-retirement benefits to the University, in accordance with the table below. Contributions shall be made on a monthly basis.</p>									
Year 1*	\$3.75 bi-weekly															
Year 2*	\$7.50 bi-weekly															
Year 3*	\$15.00 bi-weekly															
<p>The benefits available under the Program shall be in accordance with the Program plan design to be developed by the Program Committee. The funding for the Program plan design shall be limited to monies from the Program and any potential supplementary payments from retirees. Administrative fees and expenses shall be deducted from the Program.</p>	<p>The yearly cost of post-retirement benefits to the University shall be determined by the University in the fall of each year, to be effective the following May 1. Retirees who elect to participate may permanently opt-out at any time thereafter, effective the first of a month.</p>															
<p>Part-time Employees whose regular work week is less than 17.5 hours and who opt not to participate in the extended health and dental benefit plans available to Employees are not eligible for post retirement benefits; correspondingly such Employees shall not be required to contribute to the Program.</p>	<table border="0" style="width: 100%; text-align: center;"> <thead> <tr> <th style="text-align: left;">Years of Continuing Service</th> <th style="text-align: center;">Percentage of Yearly Cost Payable by Retirees</th> <th style="text-align: center;">Percentage of Yearly Cost Payable by University</th> </tr> </thead> <tbody> <tr> <td style="text-align: left;">30 or more</td> <td style="text-align: center;">25</td> <td style="text-align: center;">75</td> </tr> <tr> <td style="text-align: left;">25 – 30</td> <td style="text-align: center;">50</td> <td style="text-align: center;">50</td> </tr> <tr> <td style="text-align: left;">20 – 25</td> <td style="text-align: center;">75</td> <td style="text-align: center;">25</td> </tr> <tr> <td style="text-align: left;">10 – 20</td> <td style="text-align: center;">100</td> <td style="text-align: center;">0</td> </tr> </tbody> </table>	Years of Continuing Service	Percentage of Yearly Cost Payable by Retirees	Percentage of Yearly Cost Payable by University	30 or more	25	75	25 – 30	50	50	20 – 25	75	25	10 – 20	100	0
Years of Continuing Service	Percentage of Yearly Cost Payable by Retirees	Percentage of Yearly Cost Payable by University														
30 or more	25	75														
25 – 30	50	50														
20 – 25	75	25														
10 – 20	100	0														
<p>Part-time Employees whose regular work week is less than 17.5 hours but who have opted to participate in the extended health and dental benefit plans available to Employees, and part-time Employees whose regular work week is equal to or greater than 17.5 hours, have the one-time option to contribute to the Program on the same terms as full-time Employees, noted above. Such Employees who choose to contribute to the Program shall correspondingly be entitled to post retirement benefits on the same terms as full time Employees, noted above. This option must be exercised no later than one week following the expiration of the Employee’s probationary period, failing which the Employee will be deemed to have chosen not to contribute to the Program.</p>	<p>[ No corresponding language in Tentative Agreement ]</p>															

<i>"Final" Offer</i>	<i>Tentative Agreement submitted for Ratification</i>
<p>Employee contributions shall be automatically deducted from Employees' bi-weekly pay.</p> <p>The University shall, on a bi-weekly basis, contribute to the Program in an amount equal to the total Employee contributions for that same bi-weekly period.</p> <p>Employees who have contributed to the Program, but who do not retire from the University or who retire with less than thirty (30) years' contributing service, shall not be eligible for post retirement benefits, or any refund or distribution of funds, from the Program, except as may be established by the Program Committee.</p>	<p>[ No corresponding language in Tentative Agreement ]</p>
<p style="text-align: center;">Memorandum of Agreement Between McMaster University And The National Automobile, Aerospace Transportation And General Workers' Union of Canada, CAW-Canada And its Local Union No. 555 (together, the "Parties")</p> <p style="text-align: center;">Re: Costing of "Rule of 80"</p>	<p>[ Same language ]</p>
<p>The Parties agree that the "Rule of 80" will be maintained for the term of the Unit 1 collective agreement effective June 16, 2009, and any subsequent renewal collective agreement, provided Unit 1 members pay a premium for the value of the superior benefit of "Rule of 80" through higher pension contribution rates relative to those of employees entitled to "Rule of 85".</p> <p>The Parties acknowledge that since June 16, 2008, members of CAW Local 555, Unit 1, have been paying higher pension contributions for the superior benefit of "Rule of 80", as compared to that of other employee groups entitled to "Rule of 85".</p> <p>In June 2012, using retirement data of Unit 1 members since June 16, 2006, the University shall determine the actual cost of maintaining the benefit of "Rule of 80" for Unit 1 members relative to the cost of "Rule of 85". It is agreed that the actual cost will be used to determine the required change to Employee pension contributions, if any, over the term of the collective agreement renewed in 2012, taking into account, and giving credit for, Employee pension contributions made since June 16, 2008.</p>	<p>[ Same language ]</p>