

COLLECTIVE AGREEMENT

between

SERVICE EMPLOYEES UNION, LOCAL 800 Q.F.L.

Trades

and

MCGILL UNIVERSITY

Duration: July 5, 2005 to November 30, 2007

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ARTICLE 1 PURPOSE OF THE AGREEMENT

- 1.01 The purpose of this collective agreement is to establish the working conditions of the employees included in the bargaining unit and to provide a means to promptly resolve any problems which may arise.

ARTICLE 2 UNION RECOGNITION

- 2.01 The University recognizes the Union as the sole collective bargaining agent and the only authorized representative for purposes of application and administration of this collective labour agreement for all employees included in the bargaining unit.

- 2.02 Persons excluded from the bargaining unit will not perform work normally done by the employees included in the bargaining unit, except in the following cases :

- Emergencies, volume of work or lack of personnel;
- Training of employees.

However, persons excluded from the bargaining unit may be assigned to perform tasks similar to those performed by the employees included in the bargaining unit.

- 2.03 In order to be valid, all agreements subsequent to the signature of the present agreement among one, several or all of the employees and the University, that modify the present agreement must receive the written approval of the Union.

- 2.04 The present collective agreement applies to all employees covered by the letter of certification issued by the ministère du Travail to the Service Employees Union Local 800, Q.F.L.

The text of the letter of certification appears in Appendix C.

ARTICLE 3 MANAGEMENT RIGHTS AND OBLIGATIONS

- 3.01 The University has all rights and privileges in effectively managing and administering its activities, subject to the provisions of this collective agreement.

- 3.02 The University will hold any employee harmless of civil responsibility for any action or omission in respect of which the University could be held vicariously liable as an employer, except in cases of gross negligence or an action not related to the employee's duties.
- 3.03 Directives concerning an employee's work are normally given to him/her by his/her immediate supervisor, working foreman, lead-hand or their replacements.
- 3.04 The University will supply the Union with a list of the names of all immediate supervisors including their titles.

ARTICLE 4 DEFINITION OF TERMS

For the purpose of applying the present collective agreement, the following terms are interpreted as follows:

- 4.01 **Employee:**
means any person employed by McGill University who is covered by the letter of certification issued by the ministère du Travail.
- 4.02 **Probationary Employee:**
means an employee who has not yet completed the probationary period provided for in clause 10.02 a).
- 4.03 **Regular Employee:**
means an employee who has successfully completed the probationary period provided for in clause 10.02 a).
- 4.04 **Full-time Employee:**
means an employee who regularly works thirty-eight and three quarter (38 3/4) hours per week.

4.05

Casual Employee:

means any employee hired to fill a position which is temporarily vacant, to meet a work surplus or who is hired within the framework of a special project.

This employee is laid off and placed on the recall list provided in article 22.

A casual employee who is not replacing in a position which is temporarily vacant, may work for one or more limited time periods not to exceed a total of 120 working days (excluding those periods during which he is replacing in a position which is temporarily vacant) within a period of twelve (12) months from his first day of work, other than as a replacement employee, unless the parties agree to extend the above period in writing.

Should the parties not agree to extend the period mentioned above, and should the casual employee exceed the limits provided for above, the University will post a full time position in the classification and the area concerned.

4.06

Part-time Employee:

means an employee who regularly works less than thirty-eight and three quarter (38 3/4) hours per week.

4.07

Vacant Position:

means any position which has been definitely vacated by its incumbent.

4.08

Promotion:

means the movement of an employee from one position to another position with a higher rate of pay.

4.09

Transfer:

means the movement of an employee from one position to another position with the same rate of pay.

4.10

Demotion:

means the movement of an employee from one position to another with a lower rate of pay.

4.11

The Union:

means the Service Employees Union Local 800.

4.12 **University:**

means Mc Gill University.

4.13 **The Parties:**

means the University and the Union.

4.14 **Spouse:**

is any person who becomes a spouse :

- as a result of a legally recognized marriage in Quebec or elsewhere and recognized under Quebec Law.
- for an unmarried or separated person, as a result of permanent cohabitation for at least one (1) year with another unmarried or separated person of the opposite or same sex who is publicly represented as a spouse.

The status of spouse is lost after divorce or annulment in the case of married people and separation in the case of unmarried couples.

For the purposes of the application of the benefits plans, the definition of spouse found in each plan will prevail.

4.15 **Student employee:**

Means an employee who must be a registered full-time student in a post-secondary program. A student may be employed on a full-time basis during his/her school holidays, or in the Department of Athletics on a part-time basis up to a maximum of twenty (20) hours per week during his/her regular school year. A student employee working in the Department of Athletics, may replace an employee who is absent, for a period not to exceed twenty (20) working days.

The hourly rate of pay of a student employee is seventy percent (70%) of the regular hourly rate of the classification to which he/she is assigned as defined in Appendix "A".

The provisions of this collective agreement do not apply to student employees except for Appendix "A" and article 8 with respect to violations of Appendix "A".

The University and the Union will meet during the first week of March to discuss the

employment of students in the summer.

week However, the parties agree that all part-time positions of twenty (20) hours per or less available during the school year in the Department of Athletics will be reserved for student employees and will not be subject to the provisions of article 11.

4.16 For the purposes of interpreting the agreement, the feminine or the masculine will include the feminine and the masculine to the extent that the context permits.

ARTICLE 5 DISCRIMINATION AND HARASSMENT

5.01 The parties agree that the rights and obligations stipulated in the Quebec Charter of Rights and Freedoms form an integral part of this Collective Agreement.

5.02 The current University's policy on sexual harassment, as may be amended from time to time, forms an integral part of this collective agreement.

5.03 Every employee has a right to a work environment free from psychological harassment.

The University must take reasonable action to prevent psychological harassment and, whenever they become aware of such behaviour, to put a stop to it.

"Psychological harassment" means any vexatious behaviour, in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures that affect an employee's dignity or psychological or physical integrity, and that result in a harmful work environment for the employee.

A single serious incidence of such behaviour that has a lasting harmful effect on an employee may also constitute psychological harassment.

ARTICLE 6 UNION MEMBERSHIP

6.01 Employees who are members of the Union at the date of signature of this agreement and employees who become members at a later date must remain members of the Union for the duration of this agreement, except for the period specified for in clause 6.04.

- 6.02 a) Each new employee must, become a Union member by signing a membership card and paying the membership fees set by the Union.
- The Union will arrange for the new employee to sign a membership card, and will collect the membership fee directly.
- b) In the case of new employees, a fifteen (15) minute meeting is provided in a convenient, confidential location between a new employee and her/his Union delegate or in her/his absence, her/his replacement.
- This meeting must take place between the first (1st) and the fifth (5th) working day of the new employee. The scheduling of this meeting will be arranged with the appropriate supervisor.
- 6.03 The University is not required to terminate or to transfer out of the bargaining unit an employee expelled from the Union or whose admission to the Union is refused. However, such an employee will remain subject to the deduction of union dues.
- 6.04 Any employee may revoke membership in the Union between the ninetieth (90th) and the sixtieth (60th) day preceding the expiry of this Agreement.
- 6.05 The University deducts from each employee's pay cheque in each pay period, an amount equal to the union dues.
- 6.06 The Union advises the University of any modification in union dues at least twenty (20) working days prior to the date on which the University implements such a change in the pay cheques.
- 6.07 a) The University sends to the Union Treasurer, within a period not exceeding ten (10) working days from the last pay date of the month, the money which has been collected, and an alphabetical list of the names of the employees, the amount deducted from each employee, their hourly wage, as well as their department.
- This information is also transmitted to the union on diskette or by e-mail.
- b) The University indicates on the T4 and TP4 slips the union dues collected from each employee.
- 6.08 All administrative correspondence concerning union dues will be between the University and the Union Treasurer.

6.09 Once a year, the University provides the Union with an alphabetical listing of employees in the bargaining unit containing the following information:

- a) name
- b) birth date
- c) gender
- d) address at work
- e) date of hire
- f) position and department
- g) salary
- h) status (full time, part time)
- i) home address
- j) home telephone number, if available

The Union will only use home address and home telephone number information to contact an employee and agrees to keep the information confidential.

6.10 The University provides the list provided for in clause 6.09 on a diskette or by E-mail.

6.11 The University will forward to the Union a copy of any notice or directive from the Department of Human Resources addressed to a group of employees or to all employees covered by this collective agreement.

ARTICLE 7 UNION BUSINESS

- 7.01
- a) The parties recognize Union representatives and their substitutes, up to a maximum of fifteen (15) representatives. The Union will decide on the distribution of these representatives and will inform the University as provided in clause 7.01 c). However, the parties agree that a maximum of five (5) representatives will be allowed leave for union activity at the same time.
 - b) No Union representative leaves her/his assigned place of work without having made the necessary arrangements with the appropriate supervisor. Such consent may not be withheld without a valid reason.
 - c) The Union informs the University in writing, of the names and assignments of the employees elected or named to represent the Union, be they officers, Union delegates, and/or members of the different committees recognised by the present collective agreement. Thereafter, any change to the said list is sent the

same way.

- d) It is understood that each party may request that an advisor and/or external representative of its choice be present with the union representatives at meetings between the parties.
- e) Any Union member may be accompanied by a Union delegate to a meeting with, or when summoned by, a University representative for any matter relating to the interpretation or application of the collective agreement.
- f) The University provides and maintains an office for the exclusive use of the Union furnished with a table, chairs and a four-drawer filing cabinet. The Union is responsible for the monthly telephone charges.
- g) The University agrees that the Union may use the internal mail service for Union business in accordance with the University policy.
- h) An employee may not be inconvenienced or suffer prejudice for activities covered under the present article.
- i) Any meeting with representatives of the University does not incur any loss of pay for the employee concerned.
- j) The Union may post, in areas agreed upon by the parties, notice of meetings and other business. Such notices must be clearly identified as coming from the Union.

7.02

Negotiations Committee

- a) The Union Negotiations Committee is composed of four (~~54~~) members named by the Union.
- b) The employees forming the Negotiation Committee may take leave without loss of pay for the purpose of preparing for the negotiation of the collective agreement. These hours and days of leave will be drawn from the bank of hours provided for in clause 7.07. However, the parties agree that a maximum of four (4) representatives will be allowed leave for union activity at the same time.

7.03

Grievance Committee

- a) The University agrees to recognize a Union Grievance Committee, composed of three (3) employees which includes the President of the Union or substitute, the Vice-President Grievances, and a third member which may vary depending on the nature of the grievance or the area concerned.
- b) In order to conduct an inquiry, a member of the Grievance Committee, after having informed his/her supervisor, is entitled to a reasonable length of time

without loss of pay, to inquire into a grievance. Such permission will not be unreasonably withheld.

- c) The University and the Grievance Committee will meet at the request of either party at a time and place agreed to by them to discuss any matter of mutual concern.

7.04 **Executive Committee**

The five (5) officers of the Union are granted leave from their duties without loss of pay for the purpose of Union administration. These hours or days will be drawn from the bank provided for in clause 7.07.

- 7.05 The employees designated by the Union are entitled to be absent without loss of pay to attend Union meetings. The days and hours used for these ends are taken from the bank provided in clause 7.07.

7.06 **Joint advisory Health and Safety Committee (JAHSC)**

The University provides the Union with the minutes of all meetings of the Joint Advisory Health and Safety Committee (JAHSC).

When an issue of concern to members of the bargaining unit is raised, at the Joint Advisory Health and Safety Committee (JAHSC), the Union may make a request to the Manager of operations facilities management to send one representative to the subsequent Committee meeting.

This representative is entitled to be absent without loss of pay to attend the Committee meeting.

7.07 **Leave for Union Activities**

The parties recognize that in order for union representatives and their substitutes to fulfill their responsibilities towards the employees in the best way possible, leaves for union activity are necessary and will be granted as follows:

- a) i) The University grants the Union a bank of leave for union activities each year. These days may be taken per half-day, or per day. The bank of leave per year is as follows:
 - on June 1, 2004, thirty (30) days
 - on June 1, 2005, thirty-five (35) days
 - on June 1, 2006, forty (40) days
- ii) For the purpose of preparing for the negotiation of the renewal of the collective agreement the University grants the Union a bank of forty (40)

days of leave with pay. These days may be taken per half-day, or per day.

The parties agree that the days of leave mentioned in this clause may be taken at any time during the duration of the collective agreement.

- b) The Union provides the Department of Human Resources with information concerning leave for Union activities, and this at least five (5) working days prior to the absence, for a leave of a maximum of three (3) days, and of at least fifteen (15) calendar days for a leave of more than three (3) days.
- c) When the entire allotment of time has been used, the leaves will be without loss of pay, but will be reimbursed by the Union, including the cost of benefits.
- d) The above-mentioned provisions will apply to any leave for Union activity with the exception of those provided for in clause 7.03 and 7.06

7.08

- a) Upon written notice from the Union, the University grants leave without pay, to not more than two (2) permanent full-time employees for union service either as an employee, or in an elected position, within the Service Employees Union Local 800, Q.F.L. or one of its affiliated bodies.
- b) The notice carries the name of the employee, the nature and length of the absence and must be forwarded to the Human Resources office, as a rule, thirty (30) days prior to the absence.
- c) The University agrees to grant the leave without pay.
- d) If the employee who is granted leave holds a non-elected position, she/he must return to work within twenty-four (24) months of the beginning of her/his leave, failing which, she/he will be considered as having resigned at the beginning of her/his leave.
- e) If the employee on such leave holds an elected position, she/he receives a leave without pay equal in length to her/his term of office; this leave without pay may be renewed once, for a total of two (2) terms, in the event of a re-election.
- f) An employee on such leave does not have a right to the benefits of this agreement except the pension plan and the group insurance plan to the extent such plans so allow. In such event, the cost of the premiums or/and contributions will be paid entirely by the employee.
- g) The employee granted such leave must give the University a written notice of her/his intent either to return to work or to stand for re-election at least thirty (30) days before the end of her/his first term of office. Upon her/his failure to return to work at the end of the term of office provided for in clause 7.08 e) she/he is considered as having resigned at the beginning of her/his leave.
- h) Upon her/his return to work, the University reinstates the employee into the

position she/he occupied at the moment of her/his departure, or if her/his position has been abolished, article 12 or 22 applies as is appropriate.

- i) The employee granted leave by virtue of the present clause will continue to accumulate seniority for a maximum of twenty-four (24) months; seniority is thereafter maintained but does not accumulate.

7.09 **Use of University Premises**

- a) The University will provide the Union with suitable rooms for the purpose of holding meetings, subject to University terms and conditions.
- b) The University agrees to provide easily accessible bulletin boards at the following locations:
 - Residences
 - James Ferrier Cafeteria
 - MNI lunchroom
 - Athletics

ARTICLE 8 GRIEVANCE AND ARBITRATION PROCEDURE

- 8.01 The parties agree that a grievance will be any disagreement respecting the working conditions outlined in this agreement. The parties agree that they will endeavour to settle a grievance as promptly as possible.
- 8.02 Nothing in the present article must be considered as preventing the Union or an employee, accompanied by her/his union delegate, from discussing with the University representative, any labour relations problem before resorting to the grievance procedure. The University representative must allow the presence of the union delegate who accompanies the employee.
- 8.03 No technical error in the filing of a grievance will affect its validity. Once discovered a technical error will be communicated to the other party. The grievance may be amended to correct the technical error, provided this does not have the effect of changing the nature of the grievance.
- 8.04 a) A grievance is presented either in French or in English, and contains a summary of the facts written in such a way as to be able to identify the problem raised, as

well as the redress sought and, as an indication, the article or articles in the agreement which is(are) concerned.

- b) A grievance may be amended as long as the amendment does not alter the nature of the grievance. If the amendment is presented at the hearing, the arbitrator may decide to postpone the hearing in an effort to protect the rights of the parties.

8.05 The discussions between the parties concerning a grievance are held between the Grievance Committee and the representatives of the University designated for this purpose.

8.06 The employee who files a grievance has a right to be present at all stages of the grievance and arbitration procedure; however, the final settlement of a grievance will take place between the Grievance Committee and the authorized representative of the University.

8.07 No employee will suffer loss of pay for any time spent with representatives of the University for the purpose of discussing a grievance. During an arbitration hearing, a representative of the Grievance Committee, and the grievor, are granted leave, without loss of pay, to attend. Witnesses will be granted leave from work without loss of pay for the time that their presence is required at the arbitration hearing.

8.08 An employee who files a grievance must not in any way be penalized or inconvenienced as a result.

8.09 The Union may file a grievance on behalf of an employee, a group of employees, or all of the employees. In such a case, the Union must conform to the procedure provided in clause 8.10.

8.10 For all grievances, the following procedure applies:

First stage:

- a) The employee or the Union files the grievance with the Manager, with a copy to the Department of Human Resources, thirty (30) working days of the knowledge of the event which gave rise to the grievance, but no later than six (6) months after the occurrence of the event.

The burden of proving that knowledge of the incident was acquired after the event rests with the Union.

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- b) The Manager gives her/his answer in writing to the Union within twenty (20) days following receipt of the grievance, with a copy to the employee concerned if applicable.

Second stage:

- a) If the Manager does not respond or if the Union finds her/his response unsatisfactory, the Union may submit the grievance to the Department of Human Resources, within a maximum of forty (40) days following the filing of the grievance at the first stage.
- b) The Department of Human Resources gives its answer in writing to the Union within twenty (20) days of the receipt of the grievance at the second stage.

8.11 Failing agreement at the second stage the Union may submit the grievance to arbitration by giving written notice to the Department of Human Resources of its intention within a maximum of eighty (80) days following the filing of the grievance at the first stage.

8.12 At the request of either party, a meeting between the University and the Union will be held at any time during the grievance procedure.

8.13 Delays are suspended during the Christmas Holiday period as defined in article 16.01.

8.14 **Prescription**

All time limits mentioned in this article are mandatory unless otherwise agreed in writing. Failure to comply with this renders a grievance null, void and illegal.

However, a rejected grievance will not, by this fact alone, be considered as an acceptance by the Union of the University's position and may not be used as a precedent.

8.15 **Arbitration Procedure**

- a) Unless otherwise agreed to by the parties, all grievances are heard before a single arbitrator as chosen by both parties. If the parties fail to agree on the choice of an arbitrator, either party may ask the ministère du Travail to nominate an arbitrator.
- b) The jurisdiction of the arbitrator is limited to conditions established in the present agreement and in no case does the arbitrator have the power to add to, subtract

from or modify the agreement in any way. The decision of the arbitrator is final and binding on the parties.

- c) In the event of arbitration on disciplinary measures, the arbitrator may uphold the decision of the University or reject it, or render any other decision she/he judges equitable under the circumstances.

The arbitrator may render any other fair and equitable decision under the circumstances as well as determine, if appropriate, the amount of compensation or damages to which an employee unjustly treated may have the right.

- d) The fees and expenses of the arbitrator will be divided equally between the parties.

8.16 In the case of a resignation, the arbitrator may take into account the circumstances surrounding the resignation of an employee, and the validity of the consent.

ARTICLE 9 DISCIPLINARY MEASURES

9.01 Any disciplinary measure must be the subject of a written notice addressed to the employee concerned and stating the reasons for the measure. Such notice must be sent to the Union. Only those disciplinary measures of which the employee and the Union have been informed in writing may be used as evidence in arbitration and may appear in the employee's personal file.

9.02 Except in the case of the discharge of employees serving a probationary period, for any employee who is discharged, suspended, or given a written warning, the Union may submit her/his case to the grievance procedure and if necessary to arbitration.

9.03 In all cases of disciplinary measures, the University has the burden of proving that the disciplinary measure was imposed for just and sufficient cause.

9.04 In the event that a University representative finds it necessary to summon an employee for disciplinary reasons (written warning, suspension, or discharge) the employee may be accompanied by a Union representative.

9.05 A suspension does not interrupt the continuous service of an employee.

9.06 No disciplinary measure may be imposed later than twenty (20) days after the

incident which gave rise to it or of the person responsible for the supervision having become aware of it.

- 9.07 After making an appointment, an employee has the right to verify, in the presence of a representative of the University, the contents of her/his personal file which relate to her/his work at the University.
- 9.08 Any record of a disciplinary measure must be removed from the employee's file after a period of twelve (12) months has elapsed without any further disciplinary measure of the same nature.
- Furthermore, any disciplinary notice or part of one against which an employee has won her/his case, must be removed from the file.
- 9.09 Each employee must receive a photocopy of her/his probationary or trial period evaluation.
- 9.10 Upon request by an employee the University must provide him/her with a copy of his/her personal file. The cost of the photocopies will be paid by the employee.

ARTICLE 10 SENIORITY

- 10.01 **Accumulation and acquisition of Seniority rights**
- a) For a regular full-time employee, seniority is accumulated on the basis of continuous service as a member of the bargaining unit.
 - b) For a regular part-time employee, seniority is accumulated pro rated to the regular hours worked weekly.
 - c) In all cases, seniority is acquired for any regular employee, when she/he has completed her/his probationary period, retroactively to her/his date of hire.
 - d) A casual employee accumulates seniority on the basis of hours worked, or considered as having been worked, subject to clause 10.03, and the time off to which she/he is entitled.

However, this seniority may not supersede that of a regular employee as long as the person has the status of a casual employee.

- e) A casual employee who obtains a position in conformity with the present agreement is credited with the seniority accumulated as a casual employee once her/his probationary period has been completed. However, only seniority accumulated as incumbent of a full-time or a part-time position may be considered as seniority or active service for purposes of employment security.
- f) Overtime worked by an employee is not considered for the purposes of calculating seniority.

10.02 **Probationary and Trial Period**

a) Probationary Period

- 1) The probationary period for a new employee hired to fill a position is sixty (60) days worked. The parties recognize that during the probationary period, a new employee will receive appropriate assistance and training in order to facilitate adaptation to her/his position.
- 2) Probationary employees have access to the grievance and arbitration procedure, except in the case of lay-off or dismissal.

b) Trial Period

- 1) Any employee who obtains a promotion or a transfer in accordance with article 11, is entitled to a trial period of sixty (60) days worked.
- 2)
 - i) If, during the trial period, the employee is incapable of satisfying the normal requirements of the position, the University reinstates the said employee in the former position, without prejudice as to rights acquired in the former position. In the case of a grievance, the University has the burden of proving that the employee is incapable of satisfying the normal requirements of the position.
 - ii) If within the first twenty-five (25) days of the trial period, the employee advises the supervisor in writing that she/he does not wish to remain in the position, the University reinstates the said employee in the former position, without prejudice as to rights acquired in the former position.

10.03 **Accumulation and maintenance of seniority**

A regular employee maintains and accumulates her/his seniority in the following cases:

- a) in the case of absence due to illness or accident suffered as a result of or during work, until such time as the CSST determines that the employee is permanently and totally disabled ;
- b) during the first twenty-four (24) months of absence due to sickness or an accident

- other than work-related accident;
- c) in the case of authorized absence for Union activities ;
 - d) in the case of absence from work resulting from a suspension ;
 - e) in the case of absence from work for maternity leave and its extensions;
 - f) in the case of lay-off for a period not exceeding twelve (12) months.
 - g) in the case of an absence from work due to a leave without pay of thirty (30) days or less, for an absence of more than thirty (30) days the employee maintains but does not continue to accumulate his/her seniority;
 - h) In the event of a lay-off of a casual employee at the end of the period for which she/he was recalled or hired: seniority ceases to accumulate and is maintained.
 - i) In the case of lay-off of a probationary employee or a regular employee who does not have employment security: seniority ceases to accumulate and is maintained.
 - j) An employee promoted or transferred to a position outside the bargaining unit maintains his seniority for the first twelve (12) months.

10.04 **Loss of Seniority Rights**

An employee loses her/his seniority rights and her/his employment will be considered as terminated when:

- a) she/he voluntarily terminates her/his employment with the University;
- b) she/he is dismissed unless the dismissal is cancelled as a result of the grievance and arbitration procedure;
- c) she/he is laid off for a period exceeding eighteen (18) months;
- d) she/he retires;
- e) she/he fails to return to work within ten (10) calendar days following receipt of a registered letter recalling her/him to work following layoff; this ten (10) day period may be extended by agreement between the parties.
- f) absence without notice or valid reason exceeding five (5) consecutive working days.

10.05 **Seniority List**

- a) The University will provide the Union a seniority list on June 1st of each year. This list will be posted in all satellite shops, the James Ferrier Building garage, the HVAC

department, the MNI, the Department of Athletics and the Department of Residences.

This list includes the surname and name, date of hire, the position and department, whether the employee is full-time or part-time, and her/his seniority calculated in accordance with the present article.

- b) The University provides the Union with a seniority list of all casual employees paid by the University. Such lists are to be provided every three (3) months.
- c) Any dispute concerning the seniority of an employee is submitted in writing, within two (2) weeks of the posting to the Human Resources office. The employee and the Union delegate of the area concerned will enquire into all disputes and will make all the necessary corrections to the seniority list. In the event of a persisting disagreement, a grievance will be submitted in accordance with article 8.
- d) Any error not detected during the period for dispute may be contested later through the procedure provided for in paragraph c). In this event, the University will not be held liable for any actions taken based on seniority lists prior to the date of dispute.

ARTICLE 11 JOB POSTING, SELECTION AND MOVEMENT OF PERSONNEL

- 11.01 When a position becomes vacant, the University has the choice of filling or abolishing the position. If the decision is to fill the position, the University proceeds within a delay not exceeding twenty (20) working days from the date the position became vacant. If the position is to be abolished, the University will inform the Union of its decision within the aforementioned delay. Otherwise the position is posted and filled without delay.

- 11.02
 - a) When a position is to be filled, the University must post it for ten (10) working days. A copy of the posting is sent simultaneously to the Union.
 - b) The posting includes:
 - status (full-time or part-time) ;
 - position title;
 - job summary ;
 - the required qualifications and/or license;
 - department;
 - title of immediate supervisor;
 - the hourly salary;
 - work schedule ;
 - posting date and expiry date of the posting;

The position is posted in all satellite shops, the James Ferrier Building garage, the HVAC department, the MNI, the Department of Athletics and the Department of Residences.

11.03 An employee who wishes to apply for the position must do so during the posting period.

An employee who will be absent during the posting period may apply in advance.

- 11.04
- a) Job requirements on a posting must be relevant and related to the position. The burden of proof of such requirements will be borne by the University.
 - b) In selecting an employee to fill a position posted in accordance with clause 11.02, the University must grant the position to the candidate who is the most senior regular employee and who has the qualifications to satisfy the normal requirements of the position.
 - c) If none of the candidates in clause 11.04 b) have the qualifications to satisfy the normal requirements of the position, the University must grant the position to the candidate who is a probationary employee or a casual employee, with the most seniority, unless she/he does not have the qualifications to satisfy the normal requirements of the position. A probationary employee must have the permission of her/his home department to apply.
 - d) The University is not obliged to post a vacant position a second time when:
 - i) the vacant position was first filled by a person outside the bargaining unit who decided to leave the position within her/his probationary period;
 - ii) the vacant or newly created position is filled by an employee from within the bargaining unit who decided to return to her/his old position within her/his trial period.

The University then proceeds with a second choice among the candidates who applied in accordance with the provisions of the present article.

- e) An employee who applies for a position and who withdraws her/his application or who refuses the position will not suffer any prejudice concerning any future applications.
- f) In filling a position with an employee from the bargaining unit, the University designates the employee in the ten (10) working days following the end of the posting period. The Human Resources Office makes the designation verbally, followed by written confirmation with a copy to the Union.

In filling a position by a person outside the bargaining unit, the University advises the Union of the name of the new hire and the position, which she/he has obtained.

- g) When an employee is promoted or transferred, she/he is assigned to her/his new position in the ten (10) working days following the moment she/he was designated. The employee receives, from that moment, or from the time she/he should have assumed the position, the salary of the new position.
- h) In the ten (10) working days following the end of the posting period, the University will send the Union a memo stating the name of the chosen candidate and the names, and seniority of all of the other candidates.

11.05 **Temporary assignment**

- a) There is no obligation on the part of the University to fill a position which is temporarily vacated.
- b) If a position which is temporarily vacant for more than one (1) month is to be filled, it will be posted as provided for in article 11.02 and filled as provided for in 11.04, as long as the assignment represents a promotion for the chosen candidate.

The posting will include the information provided for in article 11.02 b) as well as the expected duration of the temporary assignment.

- c) A temporary assignment for the purpose of replacing an employee absent on sick leave or work-related accident or illness, shall not exceed thirty (30) months, unless there is a contestation pending on either the return to work of the employee being replaced to her/his position or her/his eligibility to Long-Term Disability (LTD) in which case, the delay shall be extended to the date of the resolution of such contestation
- d) The University gives written notice to the re-assigned employee, with a copy to the Union, stating the expected length of the temporary assignment, the position to which the employee is re-assigned and the corresponding salary.
- e) At the end of the temporary re-assignment, the employee returns to her/his former position. Should her/his former position have been abolished, article 12.02 will apply or the employee will be placed on the recall list.
- f) The employee who obtains a temporary assignment is subject to the provisions of clause 10.02 b).
- g) The union and the employee who obtains a temporary assignment will receive a written confirmation of the name of the regular employee she/he is replacing as well as the expected duration of the assignment.

11.06 For the purposes of this article, Saturdays, Sundays and paid holidays are not

considered to be working days.

ARTICLE 12 EMPLOYMENT SECURITY AND DISPLACEMENT PROCEDURE

- 12.01 a) The following paragraph applies to employees hired on or after the December 31, 1999.

Notwithstanding the University's right to dismiss an employee for cause, no regular full-time employee having twenty four (24) months or more of seniority will be terminated, laid-off or suffer a reduction in salary, as long as she/he falls within the top ninety percent (90%) of the seniority list provided for in paragraph b).

The provisions of the present article will not prevent the University from laying off an employee who occupies a position of a cyclical or seasonal nature. An employee thus laid off will benefit from employment security at the time of resumption of the activity of her/his position.

- b) The seniority list used in the application of paragraph a) is updated as of the day that paragraph a) is being applied.
- c) The following paragraph applies to employees hired before the December 31, 1999.

Notwithstanding the University's right to dismiss an employee for cause, no regular full-time employee having twenty four (24) months or more of seniority will be terminated, laid-off or suffer a reduction in salary.

The provisions of the present article will not prevent the University from laying off an employee who occupies a position of a cyclical or seasonal nature. An employee thus laid off will benefit from employment security at the time of resumption of the activity of her/his position.

- d) An employee who has satisfied the above conditions does not lose employment security if they are no longer within the top ninety percent (90%) of the seniority list.

12.02 Relocation Procedure

In the case of the abolition of a position, the employee to be affected by the abolition within the classification will be the least senior, provided that the remaining employees are qualified to perform the required work.

- a) i) After discussion with the Union, the University agrees to assign an employee

whose position has been abolished, without posting, to a vacant position in the same classification as long as she/he has the qualifications to satisfy the normal requirements of the position.

- ii) If an employee cannot be relocated by virtue of the preceding paragraph, after discussion with the Union, the University agrees to assign an employee whose position has been abolished, to a vacant position in an immediately lower classification as long as the employee satisfies the normal requirements of the position.
- b) The University will provide retraining to allow an employee to occupy a position in the bargaining unit.
 - c) If, during the first sixty (60) days worked, the University considers that the employee is incapable of satisfying the normal requirements of the position, the employee may be relocated again according to the procedure provide for in article 12.02 or, if this is impossible, the paragraph d) applies.
 - d) An employee who cannot be relocated in accordance with the present article, and who does not choose to resign and receive the indemnity provided for in clause 12.04 must accept:
 - i) to fill a temporarily vacant position, if she/he meets the normal requirements of the position;
 - ii) to meet a work surplus, or undertake a special project;

As long as an employee affected by the provisions of the present article does not become the incumbent of a position, she/he is considered as having applied for every vacant position in the same classification for which she/he has the qualifications to meet the normal requirements of the position

- 12.03 An employee whose position is to be abolished must receive at least two (2) months advance notice, with a copy to the Union.
- 12.04 An employee with employment security affected by the provisions of the present article may choose not to exercise her/his rights and to resign. In this case, she/he will benefit from a separation indemnity equivalent to one (1) month of salary per year of seniority up to a maximum of six (6) months.
- 12.05 The employee who, by virtue of the present article, obtains a position in a lower classification, preserves the classification and the hourly salary she/he was in prior to the abolition of her/his position, or displacement. She/he is considered as having applied for each position in her/his old classification for which she/he has the qualifications to meet the normal requirements and if she/he obtains such a position in conformity with article 11, she/he must accept it, failing which she/he will be paid the

hourly salary of her/his new position.

- 12.06 An employee who has employment security whose position is abolished may be relocated to a position outside of the bargaining unit.

An employee who is relocated to a position outside of the bargaining unit continues to accumulate her/his seniority within the bargaining unit. The employee is considered a candidate for any vacant position in the bargaining unit. The relocated employee maintains her/his salary, as well as all of her/his rights and benefits provided for under the present collective agreement.

However, before being relocated to a position outside of the bargaining unit, an employee who cannot be relocated by virtue of 12.02 a) and b), may choose to displace in a lower classification, the employee with the least seniority, as long as she/he satisfies the normal requirements of the position.

- 12.07 The University may relocate a non-academic employee from outside of the bargaining unit, who has employment security within her/his bargaining unit, and whose position has been abolished, to a vacant position included in the bargaining unit for which the employee fulfills the normal requirements. However, this employee is considered as a candidate after all regular employees who are members of the bargaining unit and after all casual employees who are members of the bargaining unit, and who have more continuous service at the University. This employee does not transfer any seniority accumulated in her/his bargaining unit of origin, into the present bargaining unit.

ARTICLE 13 HOURS OF WORK

- 13.01 a) The regular hours of work of day shift employees will be thirty-eight and three quarters (38 3/4) hours per week, seven and three quarters (7 3/4) hours per day between 08:00 - 16:15 Monday to Friday.¹
- b) From St-Jean Baptist to Labour Day there will be nine (9) Fridays off work. Should an employee be scheduled to work on one of these Fridays, the employee must be given equivalent time off the following Monday on a straight time basis. If it is not possible for the employee to take equivalent time off, the provisions of Article 14.05 b) will apply. If an employee is on scheduled vacation during the aforementioned period, the employee will receive one (1) day off, for each Friday during his vacation, to be scheduled upon agreement with his supervisor.

Summer Fridays off are scheduled as follows:

When June 24 falls on:	The first nine (9) Summer Fridays will be scheduled on:
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¹ The employees work as of July 10, 2005, the last fifteen (15) minutes of the last day of the work week.

When June 24 falls on:	The first nine (9) Summer Fridays will be scheduled on:		
Monday	June 21 June 28	July 5 July 12 July 19 July 26	August 2 August 9 August 16
Tuesday	June 23 June 30	July 11 July 18 July 25	August 1 August 8 August 15 August 22
Wednesday	June 26	July 3 July 10 July 17 July 24 July 31	August 7 August 14 August 21
Thursday	June 25	July 2 July 9 July 16 July 23 July 30	August 6 August 13 August 20
Friday	June 27	July 4 July 8 July 15 July 22 July 29	August 5 August 12 August 19
Saturday	June 22 June 29	July 7 July 14 July 21 July 28	August 4 August 11 August 18
Sunday	June 22 June 29	July 6 July 13 July 20 July 27	August 3 August 10 August 17

13.02

If the University feels it is necessary during the academic year, the University may introduce a new shift schedule. In this case the University must give notice to the Union at least thirty (30) days before the date that the new schedule is to take effect.

The shift schedule is established as follows:

a) Shift A:

The hours of work are from 15:45 to 19:30 and 20:00 to 24:00, for the afternoon shift, totalling seven and three quarters (7 3/4) hours, and thirty-eight and three quarters (38 3/4) hours per week. The week begins Monday at 15:45 p.m. and ends on Friday at midnight.

b) Shift B:

The hours of work are from 11:00 pm to 3:00 am and 03:30 am to 7:15 am, totalizing seven and three quarters (7 3/4) hours and thirty eight and three quarters (38 3/4) hours per week. The week begins Sunday at 11:00 pm and ends on Friday at 7:15 am.

13.03 The work schedule may be modified as needed upon agreement between the parties.

The University may modify existing work schedules, or implement new ones if the needs of a department necessitate such changes. In such a case, a written notice will be posted, and a copy will be sent to the Union, at least thirty (30) days prior to the implementation of a new or modified schedule. This delay may be modified upon agreement between the parties. Should the Union disagree, it may, within thirty (30) days of the receipt of the above-mentioned notice, refer the dispute directly to arbitration.

13.04 The arbitrator's mandate will be to decide whether or not the changes to the work schedule were necessary. If the arbitrator decides that the changes were not necessary the University must chose either to return to the former schedule and pay the employees at the proper overtime rate as provided for in article 14, for all of the hours worked outside of their former schedule; or maintain the present schedule and pay the employees at the proper overtime rate for all of the hours worked outside of their former schedule. Unless the parties agree to the contrary, this schedule modification may not result in the employees having to work split-shifts.

13.05 a) All employees covered by the present agreement are allowed a fifteen (15) minute rest period scheduled between 9:30 and 9:45 each morning.

b) In the afternoon, there will be no rest period. However, employees are permitted to bring with them to their work assignment, refreshments and snacks which may be consumed without a work stoppage.

c) Wash-up time is 10 minutes before the lunch break at noontime and 10 minutes

before the end of the afternoon schedule.

13.06 Notwithstanding the provisions of Articles 13.01 and 13.02 the regular hours of work in the Department of Athletics will be thirty-eight and three quarter hours (38 3/4) per week, scheduled as follows;

- a) Athletics groundspersons, at the appropriate rate;
 - i) SHIFT "A" - Monday to Friday 08:00 to 16:15
 - ii) SHIFT "B" - Monday to Friday 15:45 to 24:00
- b) When the winter stadium is in operation, the groundspersons will work the following schedules, at the appropriate rate;
 - i) SHIFT "A" - Monday to Friday 08:00 to 16:30
 - ii) SHIFT "B" - Monday to Friday 16:30 to 1:00
- c) Each work schedule of the Department of Athletics will include a meal period to be taken between the third (3rd) and the fifth (5th) hour of the work schedule.
- d) The shift for the equipment persons are as follows:
 - Shift "A": Monday to Friday, 8:00 to 16:15
 - Shift "B": Monday to Friday 10:00 to 18:15
 - Shift "C": Monday to Friday, 13:00 to 21:15
 - Shift "D": Tuesday to Friday, 15:15 to 23:00 and Saturday, 8:00 to 18:15
 - Shift "E": Sunday, 12:00 to 20:45 and Monday to Thursday, 17:30 to 1:00
 - Shift "F": Monday to Friday, 7:00 to 15:15

ARTICLE 14 OVERTIME

- 14.01 a) Any work performed in excess of an employee's work day or work week and approved by the employee's immediate supervisor prior to being performed will be considered overtime.
- b) An employee's total working hours will not exceed sixteen (16) hours in any

twenty four (24) hour period, unless ruled as an emergency by the appropriate supervisor.

An employee who works for more than sixteen (16) consecutive hours may take nine (9) hours of rest without pay before resuming his regular work schedule.

- 14.02 An employee may convert the payment of overtime into time off. Such permission will be arranged with the Manager Operations or Facilities Manager at the time when the employee decides to accumulate the time off. Such conversion will be at the appropriate overtime rate. The total amount of time converted will not exceed five (5) days within a financial year. This maximum may be extended to ten (10) days within a financial year upon agreement between the employee and the Manager Operations or the Facilities Manager.
- 14.03 Overtime will be paid at the rate of time and one half (150%) for the first four (4) hours following the employee's regular shift and double (200%) time thereafter until the beginning of the employee's next work shift.
- 14.04 Any overtime performed on Sundays and statutory holidays will be paid at double (200%) time.
- 14.05
- a) When work is required and planned for a Saturday morning, the employee will work for a minimum period of four (4) hours at time and one half (150%) and will be paid at double (200%) time for each hour worked thereafter. Should an employee elect to leave work upon completion of the scheduled job, he may do so.
 - b) When work is required and planned for a scheduled Summer Friday, the employee will work for a minimum period of four (4) hours at time and one half (150%) and will be paid at double (200%) time for each hour worked thereafter. Should an employee elect to leave work upon the completion of the scheduled job, he may do so.
- 14.06 Overtime will be distributed as fairly and impartially as possible among those employees qualified to perform such work.
- 14.07 The rate of time and one half (150%) or double time (200%) will be calculated on the regular hourly rate.

14.08 If an employee is requested to work overtime in excess of two hours beyond his regular working day she/he will be entitled to a thirty (30) minute meal break, paid at the appropriate overtime rate. If the overtime to be worked is expected to be in excess of two (2) hours, the meal break must be taken immediately following the normal working day or when the overtime period is completed. Employees working together on the same job must take their meal break at the same time.

14.09 An employee who has completed her/his normal hours of work and who has left the University, who is called back to the University will be paid for a minimum of four (4) hours at the appropriate overtime rate plus an additional one (1) hour at her/his regular rate.

The employee will also be paid \$0.35 per kilometre, to and from work, up to a maximum of seventy dollars (70.00\$) or her/his taxi fare to and from work, up to a maximum of seventy (70.00\$) dollars.

ARTICLE 15 VACATIONS

15.01 An employee's vacation entitlement is determined according to her/his number of years of continuous service as of June 1st of each year. An employee hired between June 1st and June 15th inclusive in any year will receive full service credit for vacation from June 1st of that year.

15.02 An employee must have worked at least one half (1/2) of a month in order to be entitled to vacation credit for that month.

15.03 An employee is entitled to paid annual vacation during the twelve (12) months which follow June 1st, the duration of which is calculated as described below:

a) An employee with less than one (1) year of service on June 1st in any given year is entitled to one and one quarter (1 1/4) days of paid vacation for each completed month of service with the University up to a maximum of fifteen (15) working days;

b) An employee with one (1) year or more of service on June 1st in any given year is entitled to fifteen (15) working days of paid vacation;

c) An employee with three (3) years or more of service on June 1st in any given year is entitled to twenty (20) working days of paid vacation;

d) As of June 1st, 2005

An employee with twelve (12) years or more of service on June 1st in any given year is entitled to twenty-five (25) working days of paid vacation.

As of June 1st, 2006

An employee with ten (10) years or more of service on June 1st in any given year is entitled to twenty-five (25) working days of paid vacation.

As of June 1st, 2007

An employee with seven (7) years or more of service on June 1st in any given year is entitled to twenty-five (25) working days of paid vacation.

15.04 If a holiday for which an employee would otherwise have been paid occurs during an employee's vacation, it will not be counted as part of his vacation and the employee will receive an extra day's vacation as well as the payment for the holiday.

15.05 Payment of an employee's annual vacation entitlement will be made at least one (1) week prior to the beginning of the employee's scheduled vacation.

15.06 In the case of termination of employment:

a) An employee who has not taken all of her/his vacation entitlement, accumulated during the financial year preceding June 1st, will be paid for the number of vacation days that she/he did not take.

b) Taking into account vacation days already taken, an employee who is entitled to fifteen (15) days of vacation, is entitled to a vacation indemnity equal to 6% of her/his total earnings between June 1st of the current year and the date of her/his departure.

c) Taking into account vacation days already taken, an employee who is entitled to twenty (20) days of vacation is entitled to a vacation indemnity equal to 8% of her/his total earnings between June 1st of the current year and the date of her/his departure.

d) Taking into account vacation days already taken, an employee who is entitled to twenty-five (25) days of vacation is entitled to a vacation indemnity equal to 10%

of her/his total earnings between June 1st of the current year and the date of her/his departure.

15.07 Unless otherwise agreed, annual vacation must be taken during the financial year in which it is owed.

15.08 An employee who, over the course of a year, has been absent for any of the following reasons will accumulate vacation credits as follows:

Sickness:

An employee who is absent from work by virtue of the provisions of Article 23 will accumulate vacation during the first six (6) consecutive months of her/his absence.

Work accident:

An employee who is absent from work by virtue of the provisions of Article 24 will accumulate vacation during the first twelve (12) consecutive months of her/his absence.

Maternity and adoption:

An employee will accumulate vacation during her/his maternity leave or adoption leave.

Lay-off:

An employee will be entitled to vacation on a pro-rated basis according to the number of months worked.

Unpaid leave greater than one month:

An employee will be entitled to vacation on a pro-rated basis according to the number of months worked.

15.09 The period between June 1st and September 30th is considered as the normal period for taking vacation. However, an employee may take all or part of her/his vacation outside of this period providing she/he has the prior agreement of her/his immediate supervisor.

15.10 Employees who are entitled to four (4) weeks or more of vacation must take at least three (3) weeks consecutively.

15.11 **Vacation schedule: Physical Plant**

a) Vacations in the Physical Plant Department are scheduled as follows:

Four (4) week entitlement:

- Third and fourth week of July and first week of August. Fourth week to be taken either the second week of July or after the second week of October.

Five (5) week entitlement:

- Third and fourth week of July and first week of August. Fourth week to be taken either the second week of July or after the second week of October. Fifth week to be scheduled after consultation with the appropriate supervisor.

In the case of a disagreement regarding the vacation schedule, vacation will be granted by order of the employee's seniority.

An employee, with the prior approval of the Manager, Operations may take part of her/his vacation in June. Employees acting as skeleton staff may take their vacation as they request it.

b) Vacation schedule: Athletics Department

The Vacation schedule of the Athletics Department will be determined on the basis of employees' seniority in consultation with the Facilities Manager.

15.12 The vacation schedule in the Physical Plant Department and in Athletics will be determined by seniority, and by agreement with the immediate supervisor, as follows:

- i) Before March 1st of each year the immediate supervisor will post a list including the names of all employees, their seniority, and their vacation entitlement;
- ii) Each employee will notify her/his immediate supervisor before April 1st of each year of the period, which the employee wishes to take as vacation for the year commencing on June 1st;

- iii) The immediate supervisor where applicable will determine the dates of vacation of the employees taking into account the preference expressed by the employee, the conditions in clause 15.09, the employee's seniority;
- iv) An employee for whom the vacation period has not been established before April 1st cannot choose a period already chosen by another employee in the same trade, irrespective of seniority. An employee may request a change of vacation period after May 1st provided the period requested has not already been chosen.

The vacation schedule will be posted before May 1st of each year in each satellite shop, the James Ferrier garage, the HVAC department, the MNI, the department of Athletics and Residences.

- v) Annual vacations are not cumulative.

15.13 In order to establish the amount of vacation pay to which an employee is entitled, a day will be calculated as seven and three quarter (7 3/4) hours and a week will be calculated as thirty-eight and three quarter (38 3/4) hours.

15.14 An employee will notify her/his immediate supervisor before April 1st of each year of any period which the employee wishes to take as vacation between the June 1st and November 30th.

15.15 An employee who is unable to take her/his annual vacation as a result of sickness, accident or work accident suffered prior to the start of her/his vacation may delay her/his vacation to a later date. However, she/he must advise her/his immediate supervisor as soon as possible, prior to the date of the start of her/his scheduled vacation. After agreement with her/his immediate supervisor her/his vacation will be postponed either to the end of her/his incapacity, or to a later date agreed upon with her/his immediate supervisor.

An employee who is hospitalized due to an illness or accident which occurred during her/his vacation may postpone the remainder of her/his vacation, upon agreement with her/his immediate supervisor, either to the end of her/his incapacity, or to a later date agreed upon with her/his immediate supervisor.

ARTICLE 16 PAID HOLIDAYS

16.01

a) During the University's financial year, the following days will be recognized as paid holidays:

- St-Jean Baptiste
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- New Year's Eve
- New Year's Day
- January 2nd
- Good Friday
- Easter Monday
- Fête de Dollard
- Summer Program Day; to be scheduled during the Christmas Holiday period
- One floating holiday; to be scheduled during the Christmas Holiday period

b) In addition two (2) paid floating holidays are granted to each employee. The employee may take these days on a date which is agreed to by the employee and her/his supervisor.

An employee may opt to convert the two (2) floating holidays to two (2) working days. By June 1 of any given year an employee who so chooses, must complete the "Floating Holiday Conversion" form and submit the form to the department of Human Resources. The option to convert the two (2) floating holidays into two (2) working days is irrevocable. Under no circumstances can the option to work these two (2) days be revoked.

The two (2) floating holidays thus converted will be compensated by a non-base lump sum payment of 0.8% of the employee's annual salary, paid on the third pay day of the month of June of each year.

c) Notwithstanding 16.01 b), employees hired as of June 1st, 2005 are not entitled to these aforementioned floating holidays. They will be compensated by a non-base lump sum payment of 0.8% of the employee's regular salary, paid on the third pay day of the month of June of each year.

d) The dates of the seven paid holidays occurring during the Christmas period will be determined in accordance with the day of the week upon which Christmas falls, according to the following schedule:

If Christmas day falls on a:

Sunday: December 23, 26, 27, 28, 29, 30 and January 2
Monday: December 25, 26, 27, 28, 29, and January 1 and 2
Tuesday: December 24, 25, 26, 27, 28, 31 and January 1
Wednesday: December 25, 26, 27, 30, 31, and January 1 and 2
Thursday: December 25, 26, 29, 30, 31 and January 1 and 2
Friday: December 24, 25, 28, 29, 30, 31 and January 1
Saturday: December 23, 24, 27, 28, 29, 30, 31

- 16.02 a) If a holiday for which the employee would otherwise have been paid occurs during an employee's vacation, it will not be counted as part of his vacation and the employee will receive an extra day's vacation together with the pay he would have received for the holiday.
- b) If one of the holidays mentioned in clause 16.01 falls on a Saturday or a Sunday, the holiday is moved to the preceding or the following workday.
- 16.03 Employees belonging to a recognized religion have the right to a leave without pay for holidays celebrated by said religion.
- 16.04 In the case of other holidays which the University may observe generally, arrangements may be made to obtain leave for these ~~these~~ holidays by applying to the Operations Manager or the Facilities Manager before hand, provided that an equal amount of time is worked at the regular hourly rate.
- 16.05 To benefit from a paid holiday, the employee must not have been absent from work without the University's authorization or without valid cause on the working day preceding or on the working day following the holiday.
- 16.06 For each paid holiday, the temporary employee will receive an indemnity equal to 1/20 of the wages earned during the four (4) complete weeks of pay preceding the week of the holiday, excluding overtime.

ARTICLE 17 SOCIAL LEAVES, PERSONAL LEAVES AND DEFERRED SALARY LEAVE

17.01 All employees are entitled to the following leaves, without loss of regular salary, as provided for in the following clauses:

17.02 **Death**

- a) Bereavement leave without loss of pay of five (5) working days will be granted in the event of death of the employee's spouse, child, spouse's child.
- b) Bereavement leave without loss of pay of three (3) working days will be granted in the event of the death of the employee's father, mother, spouse's father, spouse's mother, father-in-law, or mother-in-law.
- c) Bereavement leave without loss of pay of three (3) consecutive days will be granted in the event of the death of the employee's brother, sister, brother-in-law, sister-in-law, spouse's brother, spouse's sister, or other relative residing with the employee.
- d) In the cases covered by paragraphs, a), b), and c), the employee may add on to the leave accumulated overtime, accumulated vacation, floating holidays, and/or unpaid leave not exceeding fifteen (15) working days on to the leave.
- e) Bereavement leave without loss of pay of two (2) consecutive days will be granted in the event of death of the employee's son-in-law, daughter-in-law, grandparents or grandchildren.
- f) Bereavement leave without loss of pay of one (1) day will be granted in the event of death of the employee's uncle, aunt, nephew or niece.
- g) One (1) additional day of leave will be granted to the employee if the funeral takes place more than one hundred (100) miles (160 kilometres) from her/his residence.

17.03 When leave is granted under article 17.02, it will begin between the date of death and the date of the funeral and only regular working days will be paid.

17.04 **Marriage**

In the event of the marriage:

- a) of an employee, she/he is entitled to a leave of five (5) working days without loss of pay. An employee may add to this leave, an unpaid leave not exceeding

fifteen (15) working days and/or days of accumulated vacation, and/or overtime accumulated by virtue of clause 14.02.

- b) of the employee's father, mother, son, daughter, brother, sister, the employee is entitled to the day of the wedding.

17.05 **Moving**

An employee will be granted one (1) day of paid leave per year in event of his moving.

17.06 **Legal Duties**

- a) An employee who is called to perform jury duty or to act as a witness in a case, in which she/he is not a party, will not lose any regular salary while she/he is acting in this capacity. However, for each working day, the employee must give the University any pay received for the fulfilment of these duties. If this pay is greater than her/his regular salary, the University will reimburse her/him the difference.
- b) If, in the course of her/his duties, an employee is called to act as a witness in a case in which she/he is not a party, she/he will not lose any regular salary while she/he is acting in this capacity. The employee will be paid at the overtime rate for the period during which her/his presence is required in court outside of her/his regular hours of work.
- c) An employee whose presence is requested in a civil, administrative, or penal court, in a case in which she/he is a party, is eligible either for unpaid leave, or accumulated vacation or overtime accumulated by virtue of clause 14.02.

- 17.07
- a) When an employee must be absent for one of the reasons provided for in this article, she/he must advise her/his supervisor or her/his replacement excluded from the bargaining unit, as soon as possible, and provide proof or certification on demand.
 - b) Social leaves will not be granted if they coincide with another leave or vacation provided for in this agreement.
 - c) Unless otherwise provided, the words "a day of leave" designate a twenty-four (24) hour period.

17.08 **Personal leaves**

- a) An employee who must be absent from work for a valid personal reason, which is not covered by any other leave provided for in this collective agreement, may be granted paid leave up to a maximum of two (2) working days per financial year, without loss of salary or rights.
- b) Personal leave is to be used when an employee must be away from work for foreseen or unforeseen reasons requiring the presence of the employee. (for example; the illness of a spouse or dependant, legal affairs, etc.)
- c) Personal leave may not be used as vacation, nor an extension of vacation or any other leave provided for by this collective agreement, with the exception of leaves provided for in article 17.
- d) Personal leave must be taken in periods of not less than one-half (1/2) day, unless otherwise agreed to by the employee and his/her immediate supervisor.
- e) In the case of a foreseen event requiring the use of personal leave, the employee will advise her/his the supervisor at least two (2) days ahead of time.

17.09 **Deferred Salary Leave**

A deferred salary leave allows an employee to have her/his salary spread out over a given period of time, in order to benefit from a deferred salary leave period. It includes, on the one hand, a contribution period by the employee and, on the other hand, a leave.

17.10 **Definitions**

For the purposes of this article, the following definitions apply:

a) "Period of the contract"

is the total time during which the salary is deferred, including the period of deferral and the period of leave, but excluding any period of suspension provided for in this article.

b) "Contract"

is a written agreement signed by the employee and the University specifying the details of the deferred salary leave, a copy of which is appended to this collective agreement in Appendix D.

c) "Amount of deferred remuneration"

is that part of the actual remuneration that the University withholds each year on the employee's behalf, in accordance with clause 17.17, increased from time to time, by the interest earned thereon, less all amounts paid under the terms of the deferred salary leave contract.

d) "Period of deferral"

is the number of years during which the remuneration is deferred, in accordance with clause 17.11.

e) "Actual remuneration"

is the employee's regular annual remuneration, payable by the University to the employee in accordance with the provisions of the collective agreement.

f) "Net remuneration"

is either the employee's actual remuneration, with deductions made for the amounts deferred during the period of deferral, or the amount of deferred remuneration paid to the employee during the deferred salary leave, as the case may be.

g) "Period of leave"

is the number of months during which the employee is on leave in accordance with the contract.

17.11 The contract period may be of two (2), three (3), four (4) or five (5) years' duration.

17.12 During the period of the contract, the employee is not eligible for the Unpaid Leave of Absence provided for in article 19.

17.13 The length of the period of leave may be of either six (6), nine (9) or twelve (12) months' duration.

17.14 **Conditions**

- a) In order to benefit from a deferred salary leave, an employee must have employment security.
- b) Employees who wish to avail themselves of a deferred salary leave must submit a written request to the Department of Human Resources (Benefits Office) at least four (4) weeks prior to the expected date on which the contract period would begin. This request must indicate the beginning and end dates of the period of deferral and the period of leave and the reasons for the leave.

The granting of a deferred salary leave is contingent upon the conclusion of a contract that will include the dates of the period of deferral and the period of leave.

17.15 The University may not refuse such a leave without valid reason.

In no case may an employee modify the length of the period of deferral or the period of leave during the course of the deferred salary leave.

The employee may suspend or end the deferred salary leave in accordance with the provisions of this article.

17.16 **Return**

Upon return from the deferred salary leave, the employee is reinstated into the position that she/he occupied at the beginning of the leave. If the employee's position has been abolished, the provisions of article 12 apply.

17.17 **Financing of the leave**

During the period of the contract, the employee receives the percentage of her/his actual remuneration as set out in the following table:

	2 yrs	3 yrs	4 yrs	5 yrs
6 mos	75 %	83.33 %	87.50 %	90 %
9 mos		75 %	81.25 %	85 %

12 mos

75 %

80 %

- (a) The University will pay the employee the accrued interest on the amount of deferred remuneration on the following dates:
 - (i) Each December 31 during the period of the contract; and
 - (ii) The last day of the deferred salary leave or on the date of an event which puts an end to the contract before the last day of the deferred salary leave.
- (b) The rate of interest determined by the Treasury Department, that may be amended from time to time, is currently based on the rate established by the Royal Bank on a balance in a savings account of less than \$5,000 or more than \$5,000, as is applicable.
- (c) The interest paid to the employee is considered as employment revenue, must be declared on the employee's T4 supplementary income form, and is subject to the applicable taxes.
- (d) During the period of leave, the employee may continue to participate in those benefits plans that apply to the employee, provided that the employee requests a continuation of benefits at the beginning of the leave and pays the total amount of the premiums.
- (e) During each year of the contract, in as much as the employee is normally entitled, the employee accumulates seniority.
- (f) For the duration of the contract, including the period of leave, vacation is remunerated on the basis of the employee's net remuneration.

17.18 The University continues its contribution to the Regime des Rentes du Quebec, Employment Insurance, Quebec Health Insurance and the CSST during the period of the contract. Payment is calculated according to the employee's net remuneration.

17.19 **Short-Term Disability, Long-Term Disability**

- (a) If an illness occurs during the period of deferral and continues until the moment the leave is scheduled to occur the employee may choose one of the following options:
 - (i) The employee may continue her/his participation in the deferred salary

leave contract and postpone her/his leave until she/he is no longer ill. The employee then receives salary continuance, in accordance with article 23 on the basis of the employee's net remuneration.

- (ii) The employee may terminate the contract and thus receive the amount of deferred remuneration. In accordance with article 23, the salary continuance payment is based on the employee's actual remuneration.
- (iii) In the event that the employee becomes eligible for long-term disability benefits, the contract is terminated and the employee receives the amount of deferred remuneration. Long-term disability benefits are based on the employee's actual remuneration.

b) If the illness occurs during the period of leave;

For the purposes of application of article 23 the illness is deemed not to have occurred during the period of leave. However, article 23 will apply retroactively to the date of onset of the illness if, at the end of the period of leave, the employee continues to be ill.

The employee is entitled, during the period of leave, to the amount of deferred remuneration according to the modalities provided for in clause 17.17.

At the end of the period of leave, if the employee continues to be sick, she/he will then receive salary continuance payments based on her/his actual remuneration.

17.20 **Occupational Illness and Work Accident**

When an occupational illness or work accident occurs, the provisions of article 24 of the collective agreement apply at the date of the event; the employee may then choose one of the following options;

- (a) interrupt the contract until the employee's return to work; however, the contract terminates after two (2) years of interruption and, within thirty (30) days, the University must remit to the employee the amount of deferred remuneration;
- (b) put an end to the contract at the date of the event in which case, within thirty (30) days, the University will remit to the employee the amount of deferred remuneration.

17.21 **Maternity Leave and Adoption Leave**

If the maternity or adoption leave occurs before or during the leave, participation in the deferred salary leave contract is interrupted for a maximum period of twenty (20) weeks, or ten (10) weeks, as the case may be; the contract is then extended by as many weeks.

However, if the maternity or adoption leave occurs before the leave, the employee may put an end to the contract and, within thirty (30) days, the University must remit to the employee the amount of deferred remuneration.

17.22 **Departure or breach of contract**

In the event of an employee's departure due to retirement, resignation, etc., or in the event of a breach of contract, the deferred salary leave terminates on the date of the event. Within thirty (30) days, the University will remit to the employee the amount of deferred remuneration.

17.23 **Death of the employee**

In the event of the employee's death, the University will, in the thirty (30) days following the notification of death to the University, pay the amount of deferred remuneration to the employee's estate, subject to the University receiving the necessary clearances and other proof normally required for payment to an estate.

17.24 **Change of Status**

An employee whose status changes during her/his participation in the deferred salary leave (by going from a full-time position to a part-time position or vice versa, by going from a regular position to a sessional position or vice versa, or by going from a part-time position to a full-time position involving different hours), may choose one (1) of the following two (2) options:

- (a) Terminate the contract; within thirty (30) days, the University will remit to the employee the amount of deferred remuneration;
- (b) Maintain participation in the deferred salary leave; the employee and the University will then decide on the way in which the employee's participation in the deferred salary leave will be maintained without financial prejudice to the University.

ARTICLE 18 PARENTAL LEAVES

Maternity Leave

- 18.01.1 An employee will obtain a Maternity Leave by written application to her appropriate supervisor. A copy of this request will be sent to the Department of Human Resources (Benefits Office), and must be supported by a certificate from a legally qualified medical practitioner stating the fact of pregnancy and the expected date of delivery.
- 18.02 The employee must specify in writing to her Department Head and to the Department of Human Resources (Benefits Office), the dates of her intended Maternity Leave at least two (2) weeks prior to the date of commencement of the leave. The length of prior notice may be shorter if there is a medical certificate from a legally qualified medical practitioner stating that the employee must leave her position sooner than expected. In this event, the employee will be exempt from the formality of prior notice but will be required to provide the University with a medical certificate attesting to the fact that she was obliged to leave her position immediately.
- 18.03 The date of commencement of Maternity Leave will be at the discretion of the employee concerned. However, if the employee has not commenced her Maternity Leave at least six (6) weeks prior to the expected date of delivery, the University may require medical certification of the employee's ability to continue working. If the employee fails to provide such certification within eight (8) days from receipt of the written request, the University may immediately initiate the Maternity Leave.
- 18.04 An eligible employee may take a Maternity Leave of up to twenty (20) consecutive weeks. The earliest date upon which Maternity Leave may commence will be eighteen (18) weeks prior to the date of delivery. The Maternity Leave will end two (2) weeks after the actual delivery or when twenty (20) weeks of total Maternity Leave have elapsed, whichever is the later.
- 18.05 Medical leave required as a result of legal or spontaneous abortion occurring before the twentieth (20) week prior to the date of delivery will be treated as fully paid sick leave in the same manner as any other illness.
- 18.06 In the event of a stillbirth in or after the twentieth (20) week prior to the expected date of delivery, the employee's Maternity Leave will commence immediately and will end when twenty (20) weeks in total of Maternity Leave have elapsed.

- 18.07 Medical leave required before the eighth (8) week prior to the expected date of delivery as a result of complications of pregnancy or due to danger of interruption of the pregnancy will be treated in the same manner as medical leave for any other illness and will be fully paid until the date of delivery, at which time maternity leave will commence.
- 18.08 If an employee presents a certificate from a qualified medical practitioner stating that the working conditions of her job contain physical danger or risks of infectious disease for her or the unborn child, the University will attempt to temporarily relocate the employee in an alternate position while continuing all the rights and privileges of her normal position. If the University is unable to transfer the employee to a suitable alternate position, the employee will be immediately granted a special paid leave until a suitable alternate position becomes available or until the date of delivery, at which time the regular maternity leave will begin. All benefits plans will be continued for the duration of such a special paid leave.
- 18.09 If, before her Maternity Leave ends, an employee presents a certificate from a qualified medical practitioner stating that, for the health of the child, it would be preferable that the mother not return to work at the end of the Maternity Leave, the employee's Maternity Leave will be extended by up to six (6) weeks. During this extension, the employee will receive neither indemnity nor salary.
- 18.10 When a new born child is not in a state to leave the hospital or is hospitalized within fifteen (15) days of its birth, the employee may interrupt her Maternity Leave and return to work. The leave may only be interrupted once. The Maternity Leave may then be resumed when the state of health of her baby is such that hospitalization is no longer required.
- 18.11 An employee will be considered to be on paid leave during any absence resulting from certified medical appointments related to her pregnancy.

Indemnities

- 18.12 An employee who has worked a minimum of seven hundred (700) hours in the Quebec university and/or public, and/or parapublic sectors prior to the beginning of her Maternity Leave, and who is eligible for Employment Insurance benefits, will be entitled to receive an indemnity payable until the end of the twentieth (20) week of Maternity Leave. Such indemnity will be determined for each pay period and will be equal to ninety-five percent (95%) of the employee's regular salary, reduced by the

following amounts:

- (a) any Employment Insurance benefits which she will be receiving or could be receiving. For the purposes of this item, any amounts subtracted from Employment Insurance benefits by reason of reimbursement of benefits, interest, penalties and other amounts recoverable under the terms of the Employment Insurance plan will not be taken into account;
- (b) any Maternity Leave Allowance which she will be receiving or could be receiving from the Maternity Benefit Program, *Ministère de la Main-d'oeuvre, de la Sécurité du revenu et de la Formation professionnelle*;
- (c) all of the normal payroll deductions which must be made or would have been made had it not been for the Maternity Leave.

- 18.13 An employee who has acquired seven hundred (700) hours in the Quebec university and/or public and/or parapublic sectors prior to the beginning of her Maternity Leave, and who is not eligible to receive Employment Insurance benefits, will be entitled to receive an indemnity payable until the end of the tenth (10) week of Maternity Leave. Such indemnity will be equal to her regular salary reduced by all of the deductions which must be made or would have been made had it not been for the Maternity Leave.
- 18.14 All contributory benefits plans will be continued in respect of an employee while she is receiving an indemnity under the terms of clauses 18.12 or 18.13.
- 18.15 All indemnities received under the terms of clauses 18.12 or 18.13 will be adjusted to take into account any salary increases in accordance with Appendixes A and B.
- 18.16 In the case of Maternity Leave or portions of Maternity Leave for which no indemnity is payable, the University will continue to pay its share of the costs of those benefits plans which the employee chooses to continue during the unpaid leave. The employee's contribution for all such benefits will be deducted from her final pay cheque before unpaid Maternity Leave commences. If the employee does not wish to pay the contributions, all employee-paid and shared-cost benefits plans will be discontinued for the duration of the unpaid Maternity Leave.
- 18.17 All non-contributory benefits plans will automatically be continued for the duration of the Maternity Leave whether paid or not.

Return to Work

- 18.18 During the fourth (4) week prior to expiry of an employee's Maternity Leave, the University will send written notification of the date upon which her Maternity Leave will expire and notify her of the obligation to advise the University of her return to work under the terms of clause 18.19.
- 18.19 The employee must give the University written notice of her intention to return to work not less than two (2) weeks prior to the date of her return. An employee who does not return to work as of the expiry date of the Maternity Leave will be granted an automatic four (4)-week unpaid leave.
- 18.20 If the employee fails to present herself for work at the expiry date of the four (4)-week extension provided under clause 18.19, she will be deemed to have resigned and will be terminated accordingly.
- 18.21 An employee who wishes to return to work earlier than two (2) weeks following the date of delivery must first provide the University with a statement from a qualified medical practitioner attesting to her good health and ability to perform the work required.
- 18.22 Upon her return to work at the end of her Maternity Leave, the employee will be reinstated in the position she held when Maternity Leave commenced. If her job has been abolished, article 12 or 22 applies as is appropriate.

Adoption Leave

- 18.23 An employee will obtain an Adoption Leave by written application to their Department Head. A copy of this request must be sent to the Department of Human Resources (Benefits Office), and must be supported by documentation evidencing the fact of adoption.
- 18.24 This leave begins in the week during which the child is effectively put under the employee's responsibility, or at any other time agreed with the University. However, to fully benefit from Employment Insurance, the leave must begin during the said week.
- 18.25 An employee who legally adopts a child of less than fourteen (14) years of age,

other than the child of their spouse, will be entitled to a paid leave of a maximum duration of ten (10) consecutive weeks during which the employee will receive full salary, provided that the employee's spouse is not also benefiting from such leave.

- 18.26 An employee who legally adopts a child and who is not benefiting from the Adoption Leave available under clause 18.25 will be entitled to a paid leave of absence of a maximum duration of two (2) working days.
- 18.27 All of the employee's benefits will be continued for the duration of the Adoption Leave.
- 18.28 In the event that the spouse of an employee applying for Adoption Leave is also an employee of the public, parapublic or University sectors, the leave will be granted only if the spouse is not benefiting from a similar leave. The employee may benefit from portion of the unpaid leave that the spouse did not use. In such a case the shared leave must take place over two (2) consecutive periods of time.
- 18.29 An employee who travels outside of Quebec in order to adopt a child, other than their spouse's, is entitled to a leave of absence without pay of a maximum duration of ten (10) weeks, as necessary for travelling, or, as the case may be, until the child is effectively under their responsibility. The employee who wishes to obtain such a leave should submit a written request to the appropriate supervisor, with a copy to the Department of Human Resources (Benefits Office) at least two (2) weeks in advance.

Return to Work

- 18.30 During the fourth (4th) week prior to the expiry date of an employee's Adoption Leave, the University will send the employee notification of the date upon which the Adoption Leave will expire, with a copy to the Union.
- 18.31 An employee who does not return to work as of the expiry date of the adoption Leave will be granted an automatic four (4)-week unpaid leave.
- 18.32 An employee who does not return to work at the expiry date of the four (4)-week extension provided under clause 18.31 will be deemed to have resigned and will be terminated accordingly.

18.33 Upon return to work from the Adoption Leave, the University will reinstate the employee to the position that the employee occupied before the Adoption Leave commenced. If the employee's position has been abolished article 12 or 22 applies as is appropriate.

18.34 The salary which the employee will receive upon return to work, will be the salary the employee received when the leave commenced, increased by the amount of any salary increases implemented during the course of the leave, in accordance with Appendixes A and B.

Extended Parental Leave

18.35 An unpaid leave of a maximum duration of two (2) years will be granted to the employee as an extension of a maternity leave, a paternity leave or an adoption leave.

18.36 An employee may obtain an Extended Parental Leave by written application to their supervisor at least two (2) weeks prior to the expiry of the Maternity, Adoption or Paternity Leave. A part-time extended parental leave must be requested at least thirty (30) days in advance. A copy of this request must be sent to the Department of Human Resources (Benefits Office).

18.37 An employee who does not take an extended parental leave may have a part-time extended parental leave of a maximum duration of two (2) years.

18.38 In the event that the spouse of an employee applying for Extended Parental Leave is also an employee of the public, parapublic or University sectors, the leave will be granted only if the spouse is not benefiting from a similar leave. An employee may benefit from portion of the unpaid leave that the spouse did not use. In such a case the shared leave must take place over two (2) immediately consecutive periods of time.

18.39 In the case of a part-time extended parental leave, the request must stipulate the arrangement of the leave for the position held by the employee, unless there is an understanding to the contrary with the University. In the case of disagreement with the University, as regards the number of days per week, the employee has the right to have up to two days and a half (2 1/2) per week or the equivalent for a period up to two (2) years. After consultation with the employee, the University determines the schedule of work. Notwithstanding what precedes, the employee must work a

minimum of fourteen (14) hours per week.

- 18.40 For the duration of the extended parental leave or part-time extended parental leave, the employee may, upon written request to the University at least thirty (30) days in advance, change one (1) time their extended parental leave into a part-time extended parental leave or vice versa, as the case may be, subject to any agreement with the University to the contrary.
- 18.41 During the fourth (4th) week prior to the expiry date of an employee's Extended Parental Leave, the University will send the employee notification of the date upon which the leave will expire.
- 18.42 The employee must give the University written notice of the intention to return to work not less than two (2) weeks prior to the end of the Extended Parental Leave. Should the employee fail to provide such notice or fail to return to work at the expiry date of the Extended Parental Leave, the employee will be deemed to have resigned and will be terminated accordingly.
- 18.43 An employee may elect to return to work prior to the anticipated expiry date of the Extended Parental Leave or part-time extended parental leave upon presentation of prior written notice of at least thirty (30) days to the appropriate supervisor.
- 18.44 Upon return to work from the Extended Parental Leave, or part-time extended parental leave the University will reinstate the employee in the position occupied before the original Maternity, Adoption or Paternity Leave commenced. If the employee's position has been abolished article 12 or 22 applies as is appropriate.
- 18.45 The salary which the employee will receive upon return to work, will be the salary the employee received when the leave commenced, increased by the amount of any salary scale increase implemented during the course of the leave, or automatic progression due the first twelve (12) months of the leave, in accordance with Appendixes A and B.
- 18.46 During an extended parental leave, an employee will not accumulate seniority. All benefits plans will be discontinued in respect of the employee for the duration of the extended leave unless the employee will have agreed in writing before commencing the leave to pay the total cost of any benefits to be continued.

- 18.47 During a part-time extended parental leave, an employee will accumulate seniority pro-rated to the time actually worked. An employee wishing to obtain full-time benefits coverage for the duration of the part-time extended parental leave will have agreed in writing before commencing the leave to pay the University and the employee contributions on the difference in cost between part-time and full-time benefits coverage.

Paternity Leave

- 18.48 An employee whose spouse gives birth will be entitled to a paid leave of absence of a maximum duration of five (5) working days. This leave may be interrupted but must take place between the delivery day and the fifteenth (15) day following the return home of the mother or the baby.

ARTICLE 19 LEAVE WITHOUT PAY

- 19.01 An employee with the equivalent of one (1) year of full time service who wishes to obtain a leave without pay, must make a written request to the person responsible for supervision. The University will not refuse such a leave without valid grounds.
- 19.02 The duration of a leave without pay will not exceed twelve (12) months.
- 19.03 A written request for a leave without pay must be forwarded to the person responsible for supervision, with a copy to Human Resources (Benefits), no later than two (2) months before the beginning of the said leave. The University must respond in writing within three (3) weeks of receipt of the request.
- 19.04 After agreement between the parties an employee may put an end to the leave without pay before the anticipated date of return.
- 19.05 Upon her/his return, the University reintegrates the employee with all of her/his rights into the position she/he occupied at the beginning of the leave, or if her/his position has been abolished, article 12 or 22 applies as is appropriate.
- 19.06 All benefits plans will be discontinued in respect of the employee for the duration of

the unpaid leave unless the employee had agreed, in writing, before commencing the leave, to pay the total cost of any benefits to be continued.

- 19.07 Employees hired as of June 1st 2005 will be granted, upon written request, two (2) days of leave without pay annually. The employee may take these days on a date which is agreed to by the employee and her/his supervisor. These days are scheduled in the same manner as the floating holidays at article 16.01 b).

ARTICLE 20 PREMIUMS

20.01 a) **Evening shift premium**

Any employee for whom half or more of her/his regular working hours fall between sixteen (16h00) hours and midnight (24h00 hours) will receive, for each hour worked, an hourly premium of:

17/07/05	01/12/05	01/12/06
0.64\$	0.66\$	0.68\$

b) **Night shift premium**

Any employee for whom half or more of her/his regular working hours fall between midnight (24h00 hours) and eight (8h00) hours will receive, for each hour worked, an hourly premium of:

17/07/05	01/12/05	01/12/06
0.93\$	0.96\$	0.99\$

c) **Weekend premiums**

1) Work on Saturday

Any employee who works Saturday as part of her/his regular work schedule is paid at her/his regular rate increased by twenty-five percent (25%) for the regular hours worked between 00h00 and 24h00 on Saturday.

2) Work on Sunday

Any employee who works Sunday as part of his regular work schedule is paid at her/his regular rate increased by fifty percent (50%) for the regular hours worked between 00h00 and 24h00.

- d) An employee is not eligible to receive the premiums described in article 20.01 while she/he is receiving the overtime rate. The premiums are not added to her/his regular salary in the calculation of remuneration for overtime. Furthermore, the premiums are paid for hours worked exclusively.

20.02 **Service premium**

Service Premium is abolished on July 16th 2005 at midnight (24:00). The hourly rates are adjusted as per Appendix B, on July 17th 2005.

20.03 **Lead hand Premium**

When the University designates an employee to act as a lead hand on a regular and continuous basis, his regular hourly rate of pay will be increased by:

17/07/05	01/12/05	01/12/06
0.76\$	0.78\$	0.80\$

This premium is added to the regular salary in the calculation of remuneration for overtime and is also subject to pension contributions.

20.04 **Stand-by Premium**

- a) An employee who must remain on stand-by will be advised in advance by her/his immediate supervisor. The employee must be able to arrive to work within the normal time period. An employee on stand-by after her/his regular work day or work week will receive a premium of ten dollars and eighty-two cents (\$10.82) for each (8) hour period during which the employee remains on stand-by.
- b) An employee who reports to work while on stand-by will receive payment over and above the stand-by premium, according to the provision of article 14 (Overtime).
- c) Stand-by assignments will be distributed in the most equitable manner possible on a rotation basis among the employees within the work unit concerned who normally perform the work required, starting with the most senior employee. All stand-by is optional. However, should there be no volunteers, the employee with the lowest seniority will be designated to remain on stand-by.

ARTICLE 21 UNIVERSITY CLOSING

21.01 If, as a result of the circumstances beyond its control, the management of the University decides to authorize employees to leave their work before the end of their regular working day, an employee will not suffer any loss of regular salary because of this.

In addition to the above, the employee who continues to work, at the specific request of the University, is eligible to either a delay of time off, equal to the number of hours actually worked between the authorized time of departure and the end of the regular working day, or the payment, at the regular rate, of the hours actually worked between the authorized time of departure and the end of the regular working day.

ARTICLE 22 LAY-OFF AND RECALL

22.01 Only those employees who do not have employment security by virtue of article 12.01, may be laid-off.

22.02 Lay-off Procedure

In the case of lay-off, casual, and probationary employees are laid-off first in the classification concerned. If other lay-offs are necessary, regular employees not having employment security are laid-off, and this in inverse order of seniority always within the classification concerned.

22.03 Displacement procedure

- a) A regular employee affected by a lay-off may displace a regular employee in the same classification who has less seniority than she/he, on the condition that she/he satisfies the normal requirements of the position.
- b) If a displacement in the same classification is not possible, the regular employee who is affected by a lay off may bump an employee in a lower classification having less seniority than she/he, on the condition that she/he has the qualifications to satisfy the normal requirements of the position.
- c) Each regular employee thus displaced may displace in the above mentioned

manner.

- d) Any regular employee subject to a lay-off must receive a two (2) weeks notice, indicating the date of the lay-off. Any casual employee subject to a lay-off, must receive a one (1) week notice indicating the date of the lay-off.

22.04

Recall

- a) The recall list includes the names of all regular and casual employees laid-off.

The list of casual employees is separated by area, facilities, management, residences and Athletics.

- b) Within thirty (30) days following request by the Union, the University remits the recall list of employees covered by this article.

- c) This list includes:

- name;
- address;
- status;
- telephone numbers (maximum 2)
- last termination date;
- accumulated seniority;

- d) Unless otherwise stipulated, recall to work will be done by telephone. The University will keep a written log of all employees telephoned.

- e) If after three (3) calls an employee cannot be reached, the University telephones the next person on the list, and so on.

22.05

Recall Procedure

- a) Any regular employee whose name appears on the recall list is deemed to have applied for any vacant position for which this employee has the qualifications to satisfy the normal requirements of the position.

- b) Employees are called back to work in order of seniority, on the condition that they satisfy the normal requirements of the position.

- c) In the event of a recall, employees will provide all documents attesting to their

qualifications which do not appear in their personal files.

- 22.06 The name of an employee who, during a period of twelve (12) consecutive months has not worked according to the provisions of the present agreement, or has refused three (3) recalls to work, is removed from the recall list.
- 22.07 If an employee cannot be reached after three (3) consecutive recall attempts the University sends a registered letter to the last known address. If the employee does not confirm her/his availability in the two (2) weeks following the receipt of the letter, her/his name is removed from the recall list.
- 22.08 The Union receives a copy of all letters sent by the University to the employees affected by the present article.

ARTICLE 23 SICK LEAVE

- 23.01 **Incidental Illness:
(Maximum of 2 consecutive days)**
- a) An employee who has completed her/his probationary period may take up to a maximum of nine (9) days of sick leave per financial year, to be used for incidental illness.
 - b) Except for those employees covered by clause 23.13, any absence due to illness above and beyond the nine (9) days provided for in paragraph a) will be without pay.
- 23.02 An employee who is unable to work due to illness or injury, other than a work-related illness or injury, is entitled to the following benefits, after having submitted a medical certificate to the Human Resources office:
- a) **Short-Term Disability Plan
(3 days to 6 months):**
- In the case of a short-term absence, an employee who has completed her/his probationary period will receive her/his regular weekly salary, for a maximum

period of six (6) months.

In order to be eligible for Short Term Disability benefits an employee must be absent for more than two (2) consecutive days.

**b) Long-Term Disability Plan:
(more than 6 months)**

If, after six (6) months, an employee continues to be unable to return to work, she/he is entitled to receive long term disability benefits provided for in the insurance plan for the duration of her/his disability and/or until she/he reaches normal retirement age.

- 23.03 An employee must advise her/his supervisor as soon as possible the first day of her/his absence.
- 23.04 An employee will not be obliged to supply a medical certificate until she/he has taken a minimum of two (2) days during the current reference year.
- 23.05 The University will not systematically or automatically request a medical certificate following the aforementioned two-day period.
- 23.06 The University may verify a medical certificate supplied by an employee's treating physician or have the employee examined by a doctor of the University's choice.
- 23.07 The University must treat all medical certificates or the results of any medical examinations with complete confidentiality.
- 23.08 The nature of an employee's illness, her/his diagnosis, or any other information relative to her/his illness or injury that appears on her/his medical certificate, is confidential, and will be treated as such by the University.
- 23.09 When an employee is asked by the University to undergo a medical examination, she/he does so without loss of pay. The University will approve the mode of transportation required and pay for such transportation.

An employee will not be obliged to undergo a medical examination on a day when she/he works on the evening or night shift.

- 23.10
- a) Upon her/his return to work following an absence due to illness or injury, other than a work-related illness or injury, an employee is reinstated in the position she/he occupied before her/his absence if the absence is thirty (30) months or less unless there is a contestation pending on either her/his return to work to her/his position or her/his eligibility to Long Term Disability benefits (LTD) in which case, the delay shall be extended to the date of the resolution of such contestation. Should her/his position have been abolished article 12 or 22 applies as is appropriate, provided that the employee is capable of performing the duties of this position.
 - b) A position temporarily vacant left open as the result of an injury or illness, other than a work-related illness or injury for the aforementioned period is not considered vacant.
 - c) Notwithstanding article 11.01, if the position is to be abolished, the University will inform the Union within the delay provided in paragraph a). Otherwise, the position is posted and filled without delay.

23.11 The University provides Short-Term Salary Continuance benefits.

The University will acquire the full amount of the abatement agreed to by the Unemployment Insurance Commission with regard to a registered salary continuance plan.

The Long-term disability plan premium is paid by the employee.

23.12 An employee may use two (2) days provided for in paragraph 23.01 "incidental illness" per year in order to undergo medical tests or treatments.

The employee's absence may be broken up into hours or half days. A medical certificate must support such absences.

23.13 The following paragraph applies as of June 1, 2001, and has no retroactive effect.

The first two (2) working days of every absence of three days or more within a fiscal year, caused by an illness or accident, other than a work accident or professional illness, are qualified and treated as paid incidental illness days as provided for in paragraph 23.01 a).

When the employee's bank of incidental illness days is empty, the sick days are without pay, unless the employee decides to use his/her floater or vacation days. These days are subject to the provisions of the present article.

23.14 Medical Adjudication

If a grievance concerning the subjects mentioned in (i) and (ii) is not resolved at step 2 of the Grievance and Arbitration Procedure, the Union may submit to arbitration in accordance with clause 8.11. Such submission may include a request for medical adjudication. In the latter case, and upon written acceptance by the University of the medical adjudication process, within five (5) working days of receipt of the arbitration request, the grievance will proceed in the following way:

i) Short-term disability leave

In the event of a discrepancy between the short-term disability leave recommendation of the employee's attending physician and the University's medical practitioner, the two medical practitioners will choose a third medical practitioner who will decide the length of the leave, if applicable.

ii) Long-term disability medical evaluation

In the event of a discrepancy concerning a medical evaluation between the employee's attending physician and the University's and/or insurer's medical practitioner, the medical practitioners will choose a third medical practitioner who will decide on the medical issues.

iii) Medical conclusions

The fees and expenses incurred for the third medical practitioner will be shared equally by the parties to the collective agreement. No grievance can be filed with respect to the third medical practitioner's findings. Any employee who fails to comply with the decision of the third medical practitioner will be deemed to have resigned from the University. No grievance can be filed with respect to such resignation.

iv) Optional recourse

The University may refuse, without justification, to resolve a grievance through the medical adjudication process.

23.15 If the University does not accept the medical adjudication process in accordance with clause 23.14, the Union shall, within twenty (20) working days of the expiry of the delay provided in clause 23.14 deliver to Staff Relations a signed request for arbitration. This request shall include a copy of the grievance or disagreement. All

time limits mentioned in this article are mandatory unless otherwise agreed in writing. Failure to comply with this renders the grievance or disagreement null, void and illegal.

ARTICLE 24 HEALTH AND SAFETY

- 24.01 The University agrees to respect the appropriate laws and regulations on conditions of health and safety at work.
- 24.02
- a) In the case of a work-related illness or injury, the University will pay the employee's regular salary less all regular deductions during the first fifty-two (52) weeks of disability, insofar as the employee is eligible for benefits according to the Commission de la Santé et Sécurité du Travail (CSST). During this first period, benefits consented to the employee by the CSST to the employee will be acquired by and/or paid to the University.
 - b) Following this first period and when the employee is still unable to return to work because of disability, all appropriate payments will be paid directly by the CSST in accordance with the applicable regulations.
 - c) At the appropriate time (normally, the tenth (10th) month of disability), the employee must complete the University's eligibility forms for long-term disability benefits.
- 24.03 The University reserves the right to have the employee examined at its expense by a doctor of its choice during the period of disability.
- 24.04 An employee who is a victim of a work related illness or injury will report this to her/his immediate supervisor as soon as possible following the occurrence, and will complete and sign a University accident/incident/occupational disease form as soon as possible following the incident.
- 24.05 a) Upon her/his return to work following an absence due to a work-related illness or injury, an employee is reinstated in the position she/he occupied before her/his absence if the absence is thirty (30) months or less unless there is a contestation pending on either her/his return to work to her/his position in which case, the delay shall be extended to the date of the resolution of such contestation. Should her/his position have been abolished article 12 or 22 applies as is appropriate, provided that

the employee is capable of performing the duties of this position.

- b) A position temporarily vacant left open as the result of a work-related illness or injury for the aforementioned period is not considered vacant.
- c) Notwithstanding article 11.01, if the position is to be abolished, the University will inform the Union within the delay provided in paragraph a). Otherwise, the position is posted and filled without delay.

24.06 When an employee who suffered an occupational injury returns to work, the University pays her/his net salary for each day or part of a day when the employee must be absent from work in order to receive care or undergo a medical examination related to her/his injury or to fulfill an activity within the framework of an individualized rehabilitation program approved by the CSST.

24.07 As for the rest, the parties are subject to the provisions of the Law on Work Accidents and Occupational Injuries.

24.08 The Union is entitled to two (2) representatives on the joint health and safety committee of the Facilities Management Department.

24.09 **The Committee's mandates are:**

- to study and investigate all questions related to health and safety, as well as the improvement of the physical work environment, with respect to the provisions of the law;
- to formulate recommendations, to the appropriate departments. These recommendations will be treated as priority items;
- to ensure that the University and the employees respect their obligations under the law and the regulations on matters of health and safety at work;
- to fulfill any other mandate which applies to the University and is prescribed by law.

24.10 The University will supply a first aid kit in an accessible location in the work place, in accordance with the provincial regulations concerning first aid.

ARTICLE 25 GROUP INSURANCE AND PENSION PLAN

25.01 Employees are eligible to the following University Benefits Plans as amended from time to time:

Group Life Insurance Plan;
Long-Term Disability Plan;
Pension Plan;
Supplemental Health Plan;
Dental Plan.

25.02 The above mentioned plans and their amendments form an integral part of this collective agreement.

25.03 Notwithstanding other provisions of this collective agreement, these Plans may be amended from time to time. Before proceeding to any amendment concerning the level of benefits and premiums of the above-mentioned Plans, with the exception of the Pension Plan, the University will consult the Staff Benefits Advisory Committee and the Trades and Service Committee.

25.04 Before proceeding to any amendment of the Pension Plan, the University will meet with the Union to discuss such an amendment.

25.05 Once a year, each employee will receive an official statement of the amount of insurance payable to his/her beneficiary in the event of his/her death.

ARTICLE 26 GENERAL

26.01 The University will print the text of the collective agreement within thirty (30) days following its signature and will provide a sufficient number of copies to the Union. The Union will distribute copies to all employees. The collective agreement is printed in both French and English.

26.02 The University will provide the uniforms and/or special-clothing (including overalls) which it requires to be worn. The employee will be responsible for such uniforms or special clothing.

26.03 a) The University will supply regular employees and casual employees actively at work, with uniforms, and to all employees, required safety equipment.

It is understood that employees must wear the uniforms and the safety equipment provided.

When an employee leaves the employment of the University she/he will be required to return all the wearing apparel issued to her/him, except the safety shoes.

During the fall, the employer will pay for the purchase of safety shoes for all employees who must wear the said shoes for safety reasons. The amounts are as followed:

As of June 1 st , 2004: 90.00\$
As of June 1 st , 2005: 110.00\$
As of June 1 st , 2006: 120.00\$
As of June 1 st , 2007: 130.00\$

b) The University will supply a four season jacket every second year. Casual employees actively at work, having accumulated one year of service shall also be eligible.

Raincoats will be supplied to employees who work outdoors.

26.04 The University will supply the employees with the tools that it judges necessary for them to carry out their duties. Furthermore, the University agrees to replace tools which are worn out or broken and which are returned to the immediate Supervisor concerned.

When an employee leaves his employment he must return, in good condition, all tools supplied by the University.

26.05 Employees covered by this collective agreement are eligible to receive upon request, campus parking subject to the conditions, regulations, or restrictions established by the McGill University Parking and Security Office.

26.06 The employee must maintain her/his Trades qualifications certificate and must, upon request, provide a copy to the University.

The University agrees to reimburse the cost of the renewal of the Trades qualification certificates as required by the University.

ARTICLE 27 SUB-CONTRACTING

- 27.01 a) It is agreed that the University will not sub-contract to a Third Party work normally performed by the employees in the bargaining unit, unless either
- i) The employees within the bargaining unit do not possess the qualifications or required skills to perform the work in question, or
 - ii) Management decides that the work could not be carried out satisfactorily or on time by the employees within the bargaining unit, as a result of time constraints.
- b) The University will inform any third party with whom it subcontracts of the existence of the collective agreement with its employees.

27.02 Sub contractors may not use University tools and equipment used by the employees included in the bargaining unit.

ARTICLE 28 ACQUIRED RIGHTS

28.01 Employees who currently enjoy privileges superior to the provisions contained herein will continue to benefit from these privileges for the duration of this agreement, unless the circumstances which led to the establishment of those benefits, privileges or advantages have changed.

ARTICLE 29 TECHNOLOGICAL CHANGE

29.01 **Technological Change:**

Technological change is any major change which affects working conditions, in particular, major change brought to the organisation of work by the introduction of new techniques or work procedures, or the introduction of new equipment.

29.02 The University will give written notice to the Union of its intention to introduce technological change, with a description of the changes likely to affect the working conditions of the employees concerned, at least one (1) month prior to the expected date of such change.

At the latest ten (10) working days following receipt of the notice by the Union, the University may submit its projects to the Grievance Committee for discussion in order to minimize the impact on the employees and to facilitate their adaptation to the changes.

29.03 The University agrees to offer to employees affected by technological change, the necessary training at the University's expense during working hours, to allow them to fulfill their new duties.

ARTICLE 30 WAIVER OF TUITION AND TRAINING

30.01 **Eligibility**

- a) To be eligible for educational assistance, an employee must be a full-time employee. For the purposes of this article, "full-time" refers to an employee working two-thirds (2/3) or more of the normal working hours for their classification, as stipulated in article 13.

- b) Employees who are on leave from the University are eligible on condition that they are participating in any of the contributory benefits plans, stipulated in article 25.

30.02 **Number of Courses**

Eligible employees may apply for reimbursement of fees for an unlimited number of courses.

30.03

Procedures

- 1) Eligible employees must contact the Department of Human Resources (Staff Benefits) prior to registration in order to obtain the required forms to make an application for reimbursement.
- 2) If the course is to be taken during normal working hours, the employee must have the approval of her/his supervisor must be obtained. Arrangements must be made in advance to work compensating hours for any time off required to attend courses during normal working hours.
- 3) Upon successful completion of the course, the application for reimbursement must be validated by the Registrar's Office or Centre for Continuing Education and returned to the Department of Human Resources (Staff Benefits). Applications are to be submitted following the completion of the course and must be received no later than the following dates: June 30 for the Fall Term; November 30 for the Winter Term; January 31 for Summer Session. Applications will not be processed retroactively, and any applications received by the Staff Benefits Office after the above-mentioned dates will not be eligible for reimbursement.

30.04

Reimbursement

- 1) Reimbursement will not be made for courses taken at institutions other than McGill University, or for any courses not successfully completed.
- 2) Reimbursement will apply only to Tuition Fees. Other charges, such as Student Service Fees, Student Society Fees, Diploma Fees, Private or Practical Instruction Fees and any other special fees and/or penalties will not be eligible for reimbursement. For more information on possible reimbursement of Student Services Fees and deadlines for application, the employee must contact the Dean of Students Office).
- 3) To be eligible for reimbursement, an employee must remain a full-time employee of the University for the entire duration of the course.
- 4) The portion of eligible fees which will be reimbursed by the University will be determined from the following schedule according to the employee's period of uninterrupted full-time seniority as of the date of registration for the course:

Seniority	Percentage Reimbursed
Less than three (3) years	50%

Three (3) years or more

100%

Staff Dependent Scholarship/Staff Dependent Tuition Waiver

30.05

Definitions

a) **"Employee"**

To be eligible for educational assistance, an employee must be a full-time employee. For the purposes of this Appendix, full-time refers to an employee working two-thirds (2/3) or more of the normal working hours for their classification, as stipulated in article 13.

Employees who are on leave from the University are eligible on condition that they are participating in any of the contributory benefits plans, stipulated in article 25.

b) **"Pensioner"**

An individual who has retired in accordance with the University's retirement policies and has accumulated at least five (5) years of seniority with the University prior to retirement.

c) **"Student"**

An individual who is registered in a McGill University degree, diploma or credit certificate program.

d) **"Dependent"**

The spouse or child of the employee or pensioner who is being claimed as dependent, in accordance with Canadian or Quebec Income Tax Regulations, and who, in the case of a child, has not attained the age of twenty-five (25) years, as of the date of registration for a course.

e) **"Spouse"**

The individual who:

is married to and cohabiting with the employee; or

has been residing with and publicly represented as the spouse of the employee (whether of the opposite or same sex), for at least one year; or

has been residing with and publicly represented as the spouse of the employee (whether of the opposite or same sex), where both the employee and the spouse are the legal parents of the same child.

Policy

- 30.06 The dependent of a full-time employee or a pensioner will pay one-third the normal course fees once enrolled in a regular degree, diploma or credit certificate program offered by the University.
- 30.07 Fee reduction will apply to Tuition Fees only. Other charges such as Student Services Fees, Student Society Fees, Diploma Fees, Private or Practical Instruction Fees and any other special fees and/or penalties will not be eligible for reduction.
- 30.08 Fee reduction will not be permitted for courses taken at institutions other than McGill University.
- 30.09 If an eligible employee or pensioner requests a Staff Dependent Scholarship for their dependent, all fee reductions granted to the dependent will be taxable to the student.
- 30.10 If an eligible employee or pensioner requests a Staff Dependent Tuition Waiver for their dependent, all fee reductions granted to the dependent will be a taxable benefit to the sponsoring employee or pensioner.
- 30.11 If an eligible employee or pensioner requests a Staff Dependent Scholarship, and the dependent student does not meet the eligibility requirements outlined in article 30.20, the Staff Benefits Office will automatically treat the application as a Staff Dependent Tuition Waiver.
- 30.12 An eligible employee or pensioner may change their selection of either Staff Dependent Scholarship or Staff Dependent Tuition Waiver each semester by completing a new application form and processing it in the regular manner.

Dependents of deceased or retired employees

- 30.13 In the event of the death of an employee who met the definition under article 30.01

prior to their normal retirement date, their dependent(s) will be eligible for exemption from all tuition fees.

30.14 Dependents of a deceased pensioner who met the definition under article 30.01, will be eligible for exemption from all tuition fees.

30.15 In order to qualify for exemption under this section, an eligible dependent must also meet the normal academic requirements for eligibility as outlined in article 30.20.

Procedures

30.16 Upon registration, an eligible student must obtain the proper application form from the Admission's/Registrar's Office, the Cashier's Office, or the Department of Human Resources (Staff Benefits), and forward the completed form to either the Registrar's Office or the Centre for Continuing Education as appropriate. Applications must be submitted no later than the following dates after commencement of the term: February 28 for Fall Term; June 30 for Winter Term; October 31 for Summer Session. Applications will not be processed retroactively, and any applications received by the Benefits Office after the above mentioned dates will not be eligible for reimbursement.

30.17 The student will be required to provide certification that they are an eligible student as defined in article 30.01.

30.18 The employee or pensioner sponsoring the student will be required to provide certification that the student is their dependent as defined in article 30.01.

30.19 Upon verification and acceptance of a student's application for benefits, the Department of Human Resources (Staff Benefits) will advise the Accounting Department to charge reduced fees at the rate of one-third (1/3) of the normal fees.

Eligibility requirements for staff dependent scholarship

30.20 To be eligible for a Staff Dependent Scholarship (taxable to the student), in addition to meeting the requirements outlined above, the student must also meet the following requirements:

- a) Undergraduate level (first year): the student must have attained a minimum of 70% average from CEGEP or High School;

- b) Undergraduate level (second year): the student must have attained a minimum of "C" average in the first year of their undergraduate program;
- c) Undergraduate level (third year): the student must have attained a minimum of "C" average in the second year of their undergraduate program;
- d) Master's level: admission to the program;
- e) Doctoral level: admission to the program.

30.21 **Training**

Training priorities are established after discussion between the parties.

ARTICLE 31 LEAVE FOR PUBLIC SERVICE

31.01 A regular employee who is a candidate for a municipal council, a school board commission, hospital administrative board or a local community centre, may have a leave without pay up to thirty-five (35) working days. The employee may take any accumulated vacation within those thirty-five (35) days.

31.02 A regular employee who is a candidate to a federal or provincial seat is subject to the electoral law.

31.03 A regular employee elected to a federal or provincial seat is entitled to leave without pay for the duration of the first mandate. When the employee returns to work, the University will reinstate the employee to their former position. However, if the employee's position has been abolished, article 12 or 22 applies as is appropriate

31.04 A regular employee who wishes to take part in organizing an election campaign may, subject to University approval, use their accumulated days of vacation or take an unpaid leave of absence.

31.05 A regular employee who is elected to public office on a municipal council, a school

board, a CEGEP or University board, a public health or social services institution, or to a civil function of a similar nature, who must occasionally be absent from work for meetings or official activities of their office, will be entitled to leave without pay.

In such a case, a written request stating the employee's name, and the nature and probable length of the absence, must be sent to the immediate supervisor, with a copy to the Department of Human Resources (Benefits Office) as a general rule at least five (5) working days prior to the date of the beginning of the leave.

ARTICLE 32 CLASSIFICATION AND WAGES

32.01 Employees will be paid every Thursday by direct deposit.

In the event of an error on the pay of an employee involving an overpayment, unless otherwise agreed, the University will withhold a maximum of thirty-three and one-third (33 1/3) percent of the employee's salary on each pay, until the entire debt has been repaid.

32.02 The parties agree that salary scales in Appendix "A" and the mechanisms provided in the present article and in Appendix "B" apply to all employees.

32.03 A re-assigned employee will receive the same salary to which she/he would be entitled if filling the position on a permanent on-going basis.

When an employee is assigned temporarily to another position which carries a lower rate of pay, the rate of the employee's regular position will be paid.

32.04 Rates of pay for apprentices shall be as follows:

1st year:	70% of trade rate
2nd year:	75% of trade rate
3rd year:	80% of trade rate
4th year:	85% of trade rate
5th year:	90% of trade rate

32.05 REVISION OF CLASSIFICATION

General Provisions

a) Definitions of Terms

Task: A task is an activity belonging to a job, requiring a physical or mental effort, or both, in order to achieve an established goal.

Job: A job is a set of tasks, described and grouped into one description, assigned by the University to one or many employees.

Job description: A job description is a document which lists the title, a summary of the job, the principal tasks and responsibilities, and the qualifications required.

Modified job: A modified job is a job which has undergone modifications of a permanent nature, to such an extent as to justify a new rank.

New job: A new job is a newly created job which does not appear in the job nomenclature, of which a list (titles) appears in Appendix A, and which must be covered by the provisions of this agreement.

b) Job Description

i) The University has the right to modify, abolish, or create any job, to define the contents of the tasks, and to establish the normal requirements in accordance with the provisions of the agreement which determine their application.

ii) An employee who performs a part of the principal tasks of a job description is considered to be performing the job, unless the University decides to create a specific description.

iii) Any mention in the job description, of a faculty, a department, a service, or a centre, is for reference purposes only, and carries no obligations.

c) Time off for Union activities and representation on the Joint Committee

i) A Joint Committee will be established at the University. Union representation is one (1) employee.

ii) All requests for time off for investigations must be transmitted to the University by the authorized Union representative, generally speaking, at least two (2) working days in advance.

iii) For all committee meetings, Union representatives will be freed without loss of pay, for the amount of time needed for the meetings to take place and for their preparation.

iv) Union representatives shall not lose any rights provided by the agreement and must not be inconvenienced or suffer any detriment by reason of this Union activity.

d) Role and duties of the Joint Committee

i) The Joint Committee's mandate is to discuss, refuse, or accept anything which deals with the description, and ranking of jobs as well as cases of assignment.

ii) Whenever an employee asserts that his job has been modified such that the duties required of him by the University no longer correspond with those set forth in his job description, he may submit a written request for review to the Joint Committee specifying, as an indication and without prejudice, those elements which no longer correspond with the existing description.

iii) Whenever the University modifies or creates a job, it will provide the Joint Committee with five (5) copies of the description, the ranking and, if necessary, the assignment, within ten (10) days.

However, nothing will prevent the University from applying, without delay, the rate of pay based on the description and the ranking which it has assigned to the job. If a position which corresponds to a modified or newly created job is vacant, the University may post it in the manner described in this agreement, after having provided copies as described in the preceding paragraph. However, the word "unofficial" must appear on the posting.

iv) At the written request of one of the parties, the Joint Committee must meet within a reasonable delay. This request must include an agenda for the meeting.

v) Whenever a case is referred to the Joint Committee, a Union representative who is a member of the committee will be freed, without loss of salary, at the request of the committee, in order to verify the job description and its assignments at the work place with the employee or employees and representatives of the University.

vi) Any agreement made by the Joint Committee is final and binding.

The University will send the Union ten (10) copies of the final description, the ranking, and where necessary, the assignment.

e) Arbitration Procedure

i) If, after having been to the Joint Committee, a case remains unresolved, the Union must send written notice to the Arbitrator (with a copy to the University), within thirty-five (35) days of the last Joint Committee meeting or of the sending of the written response of the University concerning the case being contested; otherwise, the Union case will be dropped. Such written notice must indicate those points on which disagreement exists and must mention the corrections being requested.

ii) A clerical or technical error in the formulation of the notice or request for review does not nullify it. It may be corrected at any time.

iii) Mr. Marcel Guilbert is named as the single arbitrator for the purposes of applying the present article.

iv) If the arbitrator thus appointed is unable to act, the parties will attempt to agree on the name of a substitute within ten (10) days following the refusal. Should there be no agreement; one of the parties will ask the Minister of Labour to appoint the arbitrator.

v) Powers of the Arbitrator: The powers of the arbitrator are limited to the application of the ranking with reference to the contentious points submitted to him and any proof presented. He has no power to render decisions which lower, raise, or alter the ranking or any of the other provisions of the present agreement.

In proceeding to rank a job, the arbitrator must use:

- 1) The proof and facts submitted and presented to him concerning the content of the job;
- 2) As criteria, the ranking already established for the other jobs in the bargaining unit.

The arbitrator may modify the qualifications required (experience and education) in the case where the Union is able to prove that the University's decision is disproportionate in relation to the job, taking into account both those jobs which have been officially ranked and the proof presented.

If during the arbitration hearing it is established that one or more elements of a job which affect the ranking do not appear in the description, even though the employee has been and is required to perform that element by the University, the arbitrator has the mandate to order the University to include this or these elements in the description.

vi) An employee who is called upon to act as a witness or to represent one of the parties in an arbitration hearing as provided for in the present article will be freed, without loss of salary, during the time required for this testimony or representation.

vii) The arbitrator's decision is final and binding upon the parties. His fees and honorarium will be shared equally by the parties.

f) Job Ranking

i) The ranking signed by the parties appears in Appendix A of this agreement. The application of the ranking is covered by this agreement.

ii) The rate of pay corresponding to a job is determined by its ranking.

iii) All jobs are described and ranked according to the work performed at the request of the University. Any clerical error in a job description can be corrected at any time.

g) Salary change following a new ranking

i) When a job is ranked at a higher rate of pay, an employee will receive the rate of

pay resulting from the new ranking.

The salary increase referred to in the preceding text will be effective as of:

- 1) either the date on which the University sent the Union the description or the proposed ranking;
 - 2) or the date of the reclassification request.
- ii) When the job is ranked at a lower rate of pay, an employee will not suffer any loss of pay but will become red-circled.
- iii) The payment of an adjustment as provided in 32.05 g) i) following a new ranking will be effected within thirty (30) working days following the agreement of the joint committee or the arbitration award.
- iv) Notwithstanding any provision of the job ranking plan, an employee who carries out part of the tasks contained in a job description is considered to be performing that job. A temporary assignment must not involve a reduction in salary.

h) Job description form

The phraseology and the presentation below will be the same for all job descriptions.

McGILL UNIVERSITY
JOB DESCRIPTION

1. TITLE: DATE:

2. SUMMARY OF THE JOB:

3. PRINCIPAL TASKS AND RESPONSIBILITIES:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

8. Temporarily performs the tasks of an equal or lower-rated position whenever required.

9. The list of tasks and responsibilities mentioned above is summary and indicative. It is not a complete and detailed list of the tasks and responsibilities which may be performed by an employee who holds this position. However, the tasks and responsibilities not mentioned must not have an effect on the ranking.

4. QUALIFICATIONS REQUIRED:

1. Education:

2. Experience

3. Other:

ARTICLE 33 CASUAL EMPLOYEE

33.01 The collective agreement will apply to casual employees in the following manner:

Article 1 Purpose of the agreement

The entire article applies.

Article 2 Union recognition

The entire article applies.

Article 3 Management Rights and Obligations

The entire article applies.

Article 4 Definition of terms

The entire article applies.

Article 5 Non Discrimination and harassment

The entire article applies.

Article 6 Union Membership

The entire article applies.

Article 7 Union business

The article applies except for clause 7. 08.

- Article 8** **Grievance and arbitration**
Casual employees have access to the grievance and arbitration procedure except in the case of lay-off and firing during their probation period.
- Article 9** **Disciplinary measures**
The entire article applies.
- Article 10** **Seniority**
This article does not apply except for :
10.01 d), e) and f)
10.02 a) 1 and 2
10.03 c) and f)
10.04
10.05

A casual employee is subject to a probationary period of sixty (60) days for each work period.
- Article 11** **Job posting, Selection and Movement of personnel**
The entire article applies.
- Article 12** **Employment security**
This article does not apply.
- Article 13** **Hours of work**
This article does not apply. However, the hours of work of a casual employee hired to meet a work surplus or in the framework of a special project, are determined by the University during the week preceding the employee's regular work week. A casual employee hired to replace a permanent employee who is absent will work the hours of the employee she/he is replacing. The regular hours of work of a casual employee will be thirty-eight and three quarter hours (38 3/4) per week.

Also, paragraphs 13.01 b) and c) apply to a casual employee who has completed one (1) year of service, on June 1st of the current year.
- Article 14** **Overtime**
The entire article applies.

- Article 15** **Vacation**
The entire article applies.
- Article 16** **Holidays**
The entire article applies.
- Article 17** **Social leaves, personal leaves, and deferred salary leaves**
The Labour Standards Act applies.
- Article 18** **Parental Leave**
The Labour Standards Act applies.
- Article 19** **Leave without pay**
This article does not apply.
- Article 20** **Premiums**
The entire article applies.
- Article 21** **University closings**
The entire article applies. A casual employee will be paid for any closings, which occur during the period for which the casual employee has been hired, and is scheduled to be at work.
- Article 22** **Lay off and recall**
The entire article applies.
- Article 23** **Sick leave**
This article does not apply.
- Article 24** **Health and Safety**
The University will pay a casual employee who is absent from work as a result of an occupational injury as defined by the law, 90% of net salary for the fourteen (14) first calendar days following their first day of absence. Thereafter, the employee is reimbursed directly by the CSST.
- As for the rest, the casual employee and the University are subject to the provisions of the law on work accidents and occupational injuries.
- Article 25** **Group Insurance and Pension Plan**
This article does not apply.

Notwithstanding the preceding, temporary employees are eligible to the McGill University simplified pension plan for temporary employees or another equivalent pension plan as amended from time to time to the extent required by law. The above mentioned pension plan and its amendments form an integral part of this collective agreement. Before proceeding to any amendments of the plan, the University will meet with the Union to discuss such amendments.

- Article 26 General**
The entire article applies.
- Article 27 Subcontracting**
This article does not apply.
- Article 28 Acquired rights**
This article does not apply.
- Article 29 Technological change**
This article does not apply
- Article 30 Waiver of tuition and training**
This article does not apply, except for article 30.21.
- Article 31 Public service absences**
This article does not apply.
- Article 32 Classification and wages**
The entire article applies.
- Article 33 Casual Employees**
The entire article applies.
- Article 34 Strike and lockout**
The entire article applies.
- Article 35 Appendixes and letters of agreement**
Appendixes A, B, C apply.
- Article 36 Amendments to the Collective Agreement**
The entire article applies.

Article 37 Duration of the collective agreement

The entire article applies.

ARTICLE 34 STRIKE AND LOCKOUT

34.01 An employee will not engage in a strike during the life of this Agreement, nor will the University engage in any lockout during the life of this Agreement.

34.02 Neither the Union nor any of its officers or representatives will directly or indirectly authorize, assist, encourage or in any way participate in a strike during the life of this Agreement.

34.03 Neither the University nor any of its officers or representatives will directly or indirectly authorize, assist, encourage or in any way participate in authorizing or putting into effect a lockout during the life of this Agreement

ARTICLE 35 APPENDIXES AND LETTERS OF AGREEMENT

35.01 All appendixes and letters of agreement form an integral part of this collective agreement.

35.02 If a clause or a provision of this agreement is invalid because of the legislation, this invalidity does not affect the rest of this agreement.

ARTICLE 36 AMENDMENTS TO THE COLLECTIVE AGREEMENT

36.01 In the event that the parties agree to amend any of the provisions of the present agreement, such amendments will be incorporated into a letter of agreement and will be filed in accordance with Article 72 of the Labour Code.

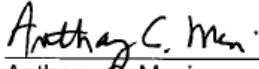
ARTICLE 37 DURATION OF THE AGREEMENT

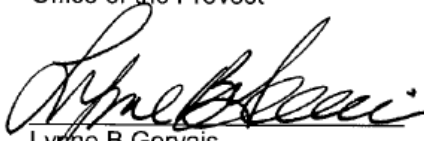
37.01 This agreement will be in force from July 5th, 2005 until November 30th, 2007.

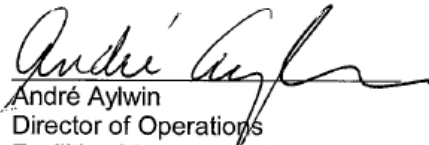
37.02 Notwithstanding article 37.01, the present agreement remains in effect until the signing of a new agreement.

In witness whereof, the Parties have signed at Montréal, this 2nd March 2007.

For McGill University

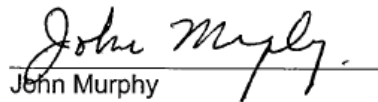

Anthony C. Masi
Provost
Office of the Provost

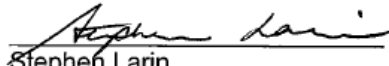

Lyne B Gervais
Associate Vice Principal
Human Resources


André Aylwin
Director of Operations
Facilities Management

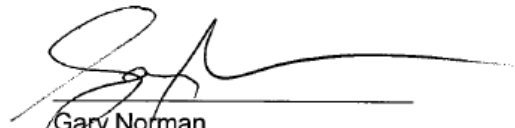
For the Union

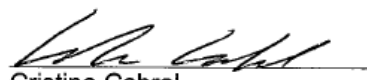

Robert Huot
President, Trades
SEU, local 800


John Murphy
Vice-President, Trades
SEU, local 800


Stephen Larin
Vice-President, Athletics
SEU, local 800


Victor Black
Negotiation committee
SEU, local 800


Gary Norman
Negotiation committee
SEU, local 800


Cristina Cabral
Union Representative
SEU, local 800

APPENDIX "A": Salary Scales

	Dec-01-02	Dec-01-03	Dec-01-04	Jun-01-05	Jul-17-05	Dec-01-05	Dec-01-06
	2.0%	2.0%	3.0%	0.8%	0.05\$	3.0%	3.0%
Assistant Storekeeper	16.26	16.59	17.09	17.23	17.28	17.80	18.33
ATCS Technician	20.26	20.67	21.29	21.46	21.51	22.16	22.82
Cabinet Maker	19.34	19.73	20.32	20.48	20.53	21.15	21.78
Carpenter	18.12	18.48	19.03	19.18	19.23	19.81	20.40
Central Control Technician	20.85	21.27	21.91	22.09	22.14	22.80	23.48
Driver	16.91	17.25	17.77	17.91	17.96	18.50	19.06
Electrician	19.96	20.36	20.97	21.14	21.19	21.83	22.48
Energy Control Technician	20.85	21.27	21.91	22.09	22.14	22.80	23.48
Equipmentperson	16.58	16.91	17.42	17.56	17.61	18.14	18.68
Events Assistant	15.95	16.27	16.76	16.89	16.94	17.45	17.97
Events Attendant	16.91	17.25	17.77	17.91	17.96	18.50	19.06
Groundsperson	15.95	16.27	16.76	16.89	16.94	17.45	17.97
Groundsperson - Athletics	16.91	17.25	17.77	17.91	17.96	18.50	19.06
Handyperson	15.64	15.95	16.43	16.56	16.61	17.11	17.62
Insulator	18.12	18.48	19.03	19.18	19.23	19.81	20.40
Locksmith	18.12	18.48	19.03	19.18	19.23	19.81	20.40
Lubrication Mechanic	17.82	18.18	18.73	18.88	18.93	19.50	20.09
Master Locksmith	19.34	19.73	20.32	20.48	20.53	21.15	21.78
Mechanic	17.82	18.18	18.73	18.88	18.93	19.50	20.09
Painter	17.82	18.18	18.73	18.88	18.93	19.50	20.09
Plumber	19.96	20.36	20.97	21.14	21.19	21.83	22.48
Refrigeration Mechanic	20.01	20.41	21.02	21.19	21.24	21.88	22.54
Sheetmetal Worker	18.12	18.48	19.03	19.18	19.23	19.81	20.40
Trade Helper	15.64	15.95	16.43	16.56	16.61	17.11	17.62
Working Foreman							
Carpentry	21.65	22.08	22.74	22.92	22.97	23.66	24.37
Electrical	22.35	22.80	23.48	23.67	23.72	24.43	25.16
HVAC	23.35	23.82	24.53	24.73	24.78	25.52	26.29
Mason	20.30	20.71	21.33	21.50	21.55	22.20	22.87
Mechanical	19.96	20.36	20.97	21.14	21.19	21.83	22.48
Plumbery	22.35	22.80	23.48	23.67	23.72	24.43	25.16

APPENDIX “B”: Salary policy

1. Retroactively as of December 1st, 2002 the rates of pay provided for in APPENDIX A for November 1st, 2002, are increased by two percent (2%).
2. Retroactively as of December 1st, 2003 the rates of pay provided for in APPENDIX A for December 1st, 2002, are increased by two percent (2%).
3. Retroactively as of December 1st, 2004 the rates of pay provided for in APPENDIX A for December 1st, 2003, are increased by three percent (3%).
4. As of June 1st, 2005, the rates of pay provided for in APPENDIX A for December 1st, 2004, are increased, over by 0.8%.
5. As of July 17th 2005, the rates of pay provided for in APPENDIX A for June 1st, 2005, are increased by five cents (0.05\$).
6. As of December 1st, 2005 the rates of pay provided for in APPENDIX A for June 1st, 2005, are increased by three percent (3%).
7. As of December 1st, 2006 the rates of pay provided for in APPENDIX A for December 1st, 2005, are increased by three percent (3%).
8. The retroactivity shall be paid on the pay of July 28th 2005, subject to this memorandum of agreement being signed no later than July 6th, 2005.
9. The University will provide the Union with a list of employees who have left the University since December 1, 2002, including their last known address.

As to the people who worked after December 1st 2002, but are no longer employed by the University at the date of the signing of the collective agreement, in order to be entitled for the payment of the retroactivity corresponding to their work period, they must submit their request to the attention of the Department of Human Resources within thirty (30) days following the transmission of the list to the Union.

APPENDIX "C": Letter of Accreditation

BUREAU DU
COMMISSAIRE GÉNÉRAL
DU TRAVAIL

DOSSIERS : AM-1005-6205
(AM-1002-9414)

CAS : CM-1011-6963

Montréal, le 8 novembre 2002

PRÉSIDENTE :

LA COMMISSAIRE DU TRAVAIL

Andrée St-Georges

UNION DES EMPLOYÉS ET EMPLOYÉES DE
SERVICE, SECTION LOCALE 800

ASSOCIATION REQUÉRANTE

- et -

SYNDICAT DES TRAVAILLEURS-TRAVAILLEUSES
DU SERVICE TERRAINS ET BÂTIMENTS DE MCGILL -
CSN / MCGILL PHYSICAL PLAN WORKER'S UNION -
CSN

ASSOCIATION INTIMÉE

- et -

UNIVERSITÉ MCGILL

EMPLOYEUR MIS EN CAUSE

REPRÉSENTANT DE L'ASSOCIATION REQUÉRANTE
M. François Laverdure

REPRÉSENTANTE DE L'ASSOCIATION INTIMÉE
Mme Marie-Claire Fréchette

REPRÉSENTANTE DE L'EMPLOYEUR MIS EN CAUSE
Mme Isabelle Roberge



B. G. H. T.
MONTPEAL

2002 NOV 8 PM 1 53

DÉCISION

[1] Le 27 septembre 2002, l'association requérante dépose une requête en accréditation, en vertu de l'article 25 du Code du travail, pour représenter un groupe de salariés de l'employeur mis en cause.

[2] Par une accréditation accordée le 20 mai 1998, l'association intimée représente le même groupe de salariés.

[3] L'enquête révèle que l'association intimée ne conteste pas la présente requête et que toutes les dispositions du chapitre II du Code du travail sont respectées.

[4] De plus, l'employeur mis en cause et l'association requérante sont d'accord sur l'unité de négociation décrite ci-après et sur les personnes qu'elle vise.

[5] Enfin, l'association requérante groupe la majorité absolue des salariés qui constituent l'unité de négociation visée par sa requête.

CONSIDÉRANT	les dispositions du Code du travail;
CONSIDÉRANT	que la présente requête n'est pas contestée;
CONSIDÉRANT	les conclusions de l'enquête;
PAR CES MOTIFS,	la commissaire du travail,
ACCUEILLE	la présente requête;
ACCRÉDITE	l'association requérante, UNION DES EMPLOYÉS ET EMPLOYÉES DE SERVICE, SECTION LOCALE 800

pour représenter:

"Tous les employés rémunérés à l'heure et affectés au travail d'entretien et de réparation des services bâtiments et terrains, athlétisme et résidences, à l'exception des contremaîtres et de toute autre personne exclue par la Loi"

de l'employeur mis en cause,

UNIVERSITÉ MCGILL
Direction des ressources humaines
688, rue Sherbrooke Ouest, bureau 1520
Montréal (Québec) H3A 3R1

Établissements visés:

Service bâtiments et terrains
840, avenue du Docteur-Penfield
Montréal (Québec)

Service d'athlétisme
475, avenue des Pins Ouest
Montréal (Québec)

Service des résidences
3935, rue University
Montréal (Québec)

(Dossier: AM-1005-6205);

ANNULE

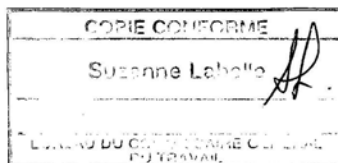
l'accréditation de l'association intimée;

(Dossier: AM-1002-9414).



Andrée St-Georges,
commissaire du travail

ASTG:FG:sl



APPENDIX "D": Deferred salary leave

(Sample contract)

CONTRACT

Between: McGill University
(Hereinafter "the University")

and:

Name

Family name

Address

Administrative Department
(Hereinafter "the employee")

1. Period of the contract

The contract is of _____() years' duration and enters into effect on the _____ day of _____ and terminates on the _____ day of _____.

The contract may end on a different date under the circumstances and according to the modalities provided in articles 17.09 through 17.24 (Deferred Salary Leave).

2. Length of the Period of leave

The period of leave is of _____ () months' duration commencing the _____ day of _____ and finishing on the _____ day of _____.

Subject to the provisions of articles 17.09 through 17.24 (Deferred Salary Leave), the period of leave will begin immediately following the period of deferral.

3. Payment during the period of leave

The manner of payment during the period of leave will be in instalments which coincide with the regular pay days being an amount equal to _____ of the amounts that the University has withheld on behalf of the employee. The total amount of the deferred remuneration will be paid to the employee no later than the end of the first taxation year that commences after the end of the period of deferral.

The amounts to be paid to the employee during this leave will be related to the amounts retained by the University, less any amounts withheld by the University in order to maintain in effect the benefits provided in clause 17.17 (d) (Deferred Salary Leave), as the case may be.

In witness whereof, the parties have signed in Montreal, this ____ day of _____.

For the University

For the Union

The employee

APPENDIX "E": Apprenticeship Program

1. The selection of candidates for the program is based on the eligibility criteria stipulated hereafter. The decision of the Selection Committee is final; applicants do not have the right to grieve the selection process.

2. **Seniority**

Seniority will be accepted as criteria for admission to the program. This will be an exception to the official program and as such will only apply to the present full time regular employees.

All new apprentices will be selected on the basis of the eligibility criteria defined for admission into the program. There will be no recourse to the grievance procedure.

3. **Probationary Period**

The probationary period for new apprentices will be sixty (60) working days.

4. Apprentices will be required to follow the program defined for a particular trade. The program will focus on the importance of the theoretical knowledge gained from formal course work combined with practical application in the workplace. The program should result in the apprentices being able to qualify for their competency card. All of the apprentices will be given, and are expected to seek challenges in all aspects of their respective trade.

5. A copy of the program outline for the first and subsequent years of apprenticeship training will be given to the respective Supervisor, Apprentice and Union Representative.

6. An annual evaluation of the apprentices and their potential for advancement in the program will be undertaken by an Evaluation Committee comprising:

- Manager (Operations)
- Two Union representatives
- Supervisor

The Committee will ensure that the apprentices comply with the program requirements and

address any problems signalled by the Supervisor, Apprentice or Union Representative along the way.

7. **Annual Review**

Annual Review Committee will consist of the above-noted committee members in addition to the Area Personnel Assistant and the union president.

The review committee will normally meet annually to discuss the status of the apprentice's progress in the program and the following year's study and work program. In the case of delinquent apprentices, review could be more frequent and at the discretion of the Manager Operations.

In the event that there is a split decision by the Review Committee on the future of the delinquent apprentice, a six (6) month trial period could be proposed. If the status of the employee is still questionable, the final decision on the future of the Apprentice shall be taken by the Manager Operations. There shall be no recourse to the grievance procedure.

8. An apprentice who successfully completes the program and obtains a competency card will be placed in the first available permanent position in his/her respective trade

LETTER OF AGREEMENT NUMBER 1: Article 23 - Sick Leave

Notwithstanding article 23.13, an employee who produces a medical certificate from her/his treating physician attesting the fact that she/he has a recognized disease that may cause her/him to be absent from work several times during a fiscal year, will have a maximum of five (5) incidental illness days deducted from her/his bank of sick days per fiscal year, for this illness due to the application of article 23.13.

For any additional absence, due to this illness, within the same fiscal year, article 23.13 will not apply to this employee. Her/his sick days due to this illness, will be paid as of the first day of absence and these days will not be deducted from the employee's bank of sick days provided for in article 23.01 a).