

COLLECTIVE AGREEMENT

between

MCGILL UNIVERSITY

hereinafter called "THE UNIVERSITY"

AND

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

**Facilities Management
Residences
Faculty Club**

hereinafter called "THE UNION"

DURATION: Until November 30, 2012

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ARTICLE 1 **PURPOSE OF THE AGREEMENT**

1.01

The purpose of this agreement is to establish an orderly relationship between the parties, to bring about good working conditions for the employees covered by the certification and to foster good relations between the University and the employees.

ARTICLE 2 **UNION RECOGNITION AND MANAGEMENT RIGHTS**

2.01

The University recognizes the Union as being the only official representative and the sole authorized agent, for negotiation or other purposes, for the employees covered by this agreement.

2.02

The University has and retains all its rights and privileges in effectively managing and administering its activities in conformity with its obligations, all subject to the provisions of this agreement.

ARTICLE 3 **GENERAL PROVISIONS**

3.01

For the purposes of interpretation of this collective agreement, the masculine gender includes the feminine, unless the context indicates otherwise.

3.02

The University will treat its employees with justice.

3.03

In the application of this collective agreement, neither the University, nor the Union, nor any of their representatives, will threaten, restrain or discriminate against an employee because of his race, colour, nationality, social origins, language, sex, sexual inclinations, marital status, age, religious beliefs or lack of them, political opinions, physical handicap or because of the use of a right accorded to the employee by this collective agreement or the law. All of the above is subject to the provisions of this collective agreement and the law.

3.04

The parties agree that sexual harassment shall constitute a form of discrimination, and that no person may sexually harass another. All employees are covered by the University's Policy on Sexual Harassment.

3.05

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 behavior, 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 behavior that has a lasting harmful effect on an employee may also constitute psychological harassment.

ARTICLE 4 CERTIFICATION AND SCOPE OF APPLICATION

4.01

This collective agreement applies to all employees covered by the certification issued under the Labour Code.

No private agreement pertaining to working conditions different from those provided for in this agreement, nor any private agreement pertaining to working conditions not provided for in this agreement, between an employee and the University, shall be valid unless it has received the approval of a Union representative.

4.02

If during the lifetime of this agreement, the University believes that an employee should be excluded from the bargaining unit because he is no longer an employee as defined by the Labour Code, the University must proceed according to the provisions of Article 39 of the Quebec Labour Code. The burden of proof rests upon the University.

In such a case, the provisions of the collective agreement continue to apply to the employee until such time as the officials, authorized by the Labour and Manpower Department, hand down a final decision on the request.

4.03

Should there be any dispute as to the interpretation of the certificate of accreditation, the provisions of the Quebec Labour Code shall be applicable and no board of arbitration may be called upon to interpret the sense of the text.

4.04

The University will advise the Union in writing, within ten (10) calendar days, of the promotion or transfer of an employee to a position excluded from the

bargaining unit, indicating the title of the position to which the employee has been promoted or transferred and the place of work.

4.05

Normally, persons excluded from the bargaining unit will not perform work normally done by the various categories of employees covered by this collective agreement, nor will they perform work which could, because of its nature, be included in the bargaining unit, except in the following cases:

- emergencies;
- training of employees;
- practical training for students.

4.06

Normally, employees excluded from the bargaining unit may not use the tools and equipment used by the different categories of employees covered by the present agreement, except in food services.

ARTICLE 5 **DEFINITIONS**

5.01 "Posting"

means a procedure through which the University offers a new or vacant position, subject to the provisions of Article 14.

5.02 a) "Seniority in the University"

means the length of service of an employee expressed in calendar years, months, and days from the last date of employment by the University, within the bargaining unit.

5.02 b) "Seniority in the department"

means the length of service of an employee expressed in calendar years, months and days from the last date of employment or transfer within the bargaining unit and the Department.

Department means:

- Facilities Management
- Faculty Club
- Residences

5.03 "Financial year"

means the accounting period of the University, being from June 1st of one year to May 31st of the next year.

5.04 "Spouse"

means any person who has become a spouse:

- a) as a result of a legally recognized marriage in Quebec or elsewhere and recognized under Quebec law.
- b) 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 insurance and pension plans, the definition of spouse found in each plan will prevail.

5.05 "Grievance"

means any disagreement relative to the interpretation or application of the collective agreement.

5.06 "Recall list"

means the list of employees who were laid off in the preceding twelve (12) months and who have indicated in writing to their immediate supervisor their availability for work.

It also means the list of temporary employees as defined in Article 44.17.

5.07 "Dispute"

means any disagreement other than a grievance.

5.08 "Transfer"

means the movement of an employee, from one position to another, for which the rate of pay is identical.

5.09 "Parties (the)"

means the University and the Union.

5.10 "Position"

means a particular assignment of a full-time or part-time employee to the functions of one of the classifications provided for by this agreement, performed within a given department and specific shift.

Normally, an employee will be assigned to a particular building.

5.11 "Vacancy"

means a position which, subject to the provisions concerning posting, is or becomes vacant by the final departure of its incumbent, or any newly created

position in an existing or newly created service, and which the University wishes to fill. In the event that the position is not filled, the University will advise the Union in writing of the reason.

5.12 "Promotion"

means the movement of an employee from one position to another position for which the rate of pay is higher.

5.13 "Equivalent position"

means a position which is similar to that held by the employee insofar as necessary professional qualifications, salary, and benefits are concerned.

5.14 "Recall"

means the offer of a return to work to any person who is on the recall list.

5.15 "Union representative"

means any employee who has been designated by the Union to perform Union duties, subject to the provisions of Article 8.

5.16 "Demotion"

means the movement of an employee from one position to another position, for which the rate of pay is lower.

5.17 "Employee"

means any employee as defined by the Labour Code covered by this collective agreement. An employee absent from work remains an employee, subject to the provisions of the other articles of this collective agreement.

5.18 "Full-time employee"

means any employee who regularly works the number of hours as defined in Article 18.

5.19 "Part-time employee"

means any employee who on a continual basis, works a fixed number of hours which is less than the regular work week as defined in Article 18.

5.20 "Employee on probation"

means any new employee who has not yet completed his probationary period of thirty (30) working days worked in the service of the University.

5.21 "Regular employee"

means any employee who has completed his probationary period.

5.22 "Temporary employee"

means an employee hired for a limited period of time according to the following

provisions, and includes substitute and supernumerary employees: these employees may be part-time or full-time, according to clauses 5.18 and 5.19.

a) "substitute employee:"

means any employee hired according to the provisions of Article 44 to fill a position temporarily without its incumbent according to Article 15. This employee is released when the vacant position is filled or when the incumbent returns to his position.

b) "supernumerary employee:"

means any employee hired according to the provisions of Article 44 to overcome an additional workload period of no longer than six (6) months. This employee is released when the work for which he was hired has been completed.

5.23 "Union"

means the Service Employees Union, Local 800, Q.F.L., 920 Port-Royal St. East, Montreal, Quebec H2C 2B3.

5.24 "University"

means McGill University.

ARTICLE 6 **UNION SECURITY**

6.01

Within thirty (30) days of signing this collective agreement, the University will provide a list of supervisors, directors and all other persons in authority in the various departments or services. This list will be kept up-to-date.

6.02

All employees who are members in good standing of the Union at the time of the signing of this agreement, and all those who become members thereafter, must maintain their membership in the Union for the duration of this agreement as a condition of continued employment, subject to the provisions of clause 6.05.

6.03

As a condition of employment all new employees must become members in good standing of the Union by signing a membership card and by paying the entry fee determined by the Union.

6.04

For the purpose of clause 6.03, the University will permit a meeting, during working hours, between the new employee and his Union representative, or in his absence any other Union representative. The duration of such a meeting may not exceed thirty (30) minutes. The timing of this meeting must be agreed to

with the immediate supervisor outside the bargaining unit.

6.05

The University is not bound to dismiss or transfer an employee because the Union has expelled him from its ranks. However, the said employee is subject to the provisions of Article 7.

ARTICLE 7 **UNION CHECK-OFF**

7.01

For the duration of this agreement, the University will withhold from the pay of each employee, included in the certification, the dues fixed by the Union, and remit the sum thus withheld to the Union Treasurer once a month, within fifteen (15) calendar days of the deduction.

7.02

In case of omission in the check-off due to administrative or technical error, the University agrees, upon written notice from the Union to this effect, to check off the non-remitted amount within fifteen (15) days of the said notice.

7.03

The University will identify the amount withheld for Union dues on the T4 and Relevé 1 forms of each employee.

7.04

In addition to the deduction of Union dues, the University will provide the Union with two copies each month, of a list as follows:

- a) The name of each employee from whom Union dues have been withheld, the social insurance number, the hourly rate, the number of hours worked per week, the gross weekly salary and the amount of union dues deducted per week;
- b) The name of each new employee, date of hire, address, telephone number, classification, salary, status and social insurance number;
- c) The name of each employee who has terminated and the date of termination.

ARTICLE 8 **UNION ACTIVITIES**

8.01

In the thirty (30) days following the signing of the agreement, the Union will provide the University with a list of its officials and its delegates and Union

representatives. Any changes in this list will be communicated to the University within fifteen (15) days of the nomination or election of a member to a different position.

8.02

The University will supply for the exclusive use of the Union, a furnished place which the Union or the Union representative released from work may use to meet for consultation with the employees, investigation purposes, request for information or any other Union information.

8.03

For the application of this Agreement, the University will free without loss of salary, benefits or privileges provided by the Agreement, one (1) member of the bargaining unit designated by the Union for one (1) working day per week.

8.04

If the Union representative released from work wishes to meet an employee at the University during working hours, he may do so after having notified in each case the designated Supervisor of the section, and this meeting will take place in the office made available to the Union by the University.

8.05

If an external representative of the Union wishes to meet with an employee covered by the collective agreement on matters resulting from the application of the collective agreement, and this during working hours, the representative shall advise the employee's supervisor, excluded from the bargaining unit.

8.06

The Union accepts that its representatives or delegates must first discharge their responsibilities as employees.

- a) If a representative or delegate needs to leave his work during working hours, he will first advise his supervisor excluded from the bargaining unit.
- b) If a Union representative or delegate has reason to be involved in a section other than his own, he will first advise the supervisor concerned, excluded from the bargaining unit.
- c) Union representatives can meet the University's authorities after having arranged for an appointment.

8.07

The University will supply a hall in the University for purposes of a Union meeting, the time and place of which will be set by mutual consent between the parties.

8.08

a)

- i) In order to attend Union conferences or other Union activities, such as Union Executive meetings and General Executive meetings of the Service Employees' Union local 800 Q.F.L. delegates designated by the Union may be absent from work without loss of salary, benefits or privileges included in this collective agreement.
- ii) For all employees covered by this agreement, the maximum number of paid days allowed under this clause shall be eighty-two (82) days per financial year.
- iii) The regular employees designated by the Union may, upon written notice given fifteen (15) days in advance to the appropriate supervisor, be absent from work to attend Union conventions.
- iv) When the total number of days is used, the University will invoice the Union for the cost of the additional releases obtained under this clause.

b)

- i) The University will free without loss of regular salary, four (4) employees appointed by the Union, for a maximum of fifteen (15) days for the purpose of preparing for the renewal of the collective agreement.
- ii) When the total number of days is used, the University will invoice the Union for the cost of the additional releases obtained under this clause.
- iii) A written request including the name of the employees concerned and the dates for release shall be made to the respective supervisors excluded from the bargaining unit at least five (5) working days in advance, except in the case of emergency.

c)

The University will free without loss of regular salary four (4) employees designated by the Union to take part in negotiation and conciliation meetings. This provision does not apply during periods of strike or "lock-out".

8.09

The delegates designated by the Union may be absent from work, without loss of salary, to attend negotiation sessions, conciliation, grievance hearings, arbitration or union management meetings.

8.10

The University will free, without loss of salary, any employee called to act as a witness at a grievance or arbitration hearing. The person so called must advise his immediate supervisor.

8.11

An employee who is a member of a joint committee or who is called to participate in a committee formed of representatives from both the University and the Union will not suffer any loss of salary as a result of attending meetings of the said committee or doing work for the committee.

8.12 LEAVE OF ABSENCE WITHOUT PAY FOR UNION FUNCTION

In case of a non-elective position the employee must make his choice within two (2) years of the commencement of the leave. After the expiry of this period, he may not claim re-employment by the University and he shall be considered to have resigned.

8.13

In the case of an elective position, the leave of absence without pay is automatically renewable each year, as long as the employee continues to hold this position.

8.14

During the leaves provided in paragraph 8.12 and 8.13, the employee shall keep his seniority but he does not receive or acquire any salary or other benefits.

8.15

The employee who wishes to return to his position and meets the requirements provided in paragraph 8.12 and 8.13 must give the University a notice of at least thirty (30) days.

8.16

- a) Upon the return of an employee performing a Union duty under the above provisions, the University shall normally take back this employee into the position, which he held at the commencement of his leave.
- b) If his former position no longer exists, the University will assign him to a similar position with a wage rate equivalent to that of the position he held at the date of obtaining the Union position.

8.17

No employee will be the object of discrimination by the University as a result of his speaking, writing or taking legal action in serving the interests of the Union.

8.18 LABOUR RELATIONS COMMITTEE

In order to promote and to foster good relations between the University and the employees and to facilitate expedient and effective resolution of grievances, problems or disputes concerning working conditions or relations between the parties, the University and the Union agree to form a Joint Labour Relations Committee within fifteen (15) days of the signature of the collective agreement. The Committee will comprise three (3) representatives of the University and three (3) representatives of the Union. The appointed representatives of the parties may vary, from meeting to meeting, according to the needs, and the Committee may, if needed, appoint more members.

The Committee will meet once a month or as required, at the request of either of the parties. Upon the request of one of the parties, the Committee will meet within the next five (5) working days. The request must indicate the agenda for the meeting. The Committee will adopt any internal procedure that seems fit. Minutes will be kept at each meeting that each of the parties will sign. The University will provide the Union with a copy of the minutes of the meeting within fifteen (15) working days of the meeting.

The parties agree to find the appropriate solutions to the problems raised during the meetings.

ARTICLE 9 **GRIEVANCE AND DISPUTE PROCEDURE**

9.01

It is the firm desire of the parties that they should resolve all grievances or disputes equitably and as rapidly as possible.

9.02

a) Informal discussion:

Any employee with a problem concerning the application of his working conditions, which could give rise to a grievance, must discuss it with his immediate supervisor to resolve it, if possible. The employee may be accompanied by his Union representative if he so desires. If this informal discussion between the employee and his immediate supervisor does not succeed in resolving the problem, the employee and/or the Union may use the grievance procedure.

b) First stage:

The employee shall submit the grievance in writing to the Manager or the Director of the department, as appropriate, within thirty (30) working days of the learning of the circumstance that is the subject of the grievance but no longer than the six (6) months after the occurrence of this circumstance.

Upon written request by the University or the Union, the representatives of the Union and the representatives of the University may meet to study the grievance or the dispute within the ten (10) working days following receipt of such a request.

The University shall respond in writing within fifteen (15) working days of being notified of such grievance or dispute, the response to be addressed to the Union with a copy to the employee.

c) Second stage:

If the Manager or Director of the department does not respond, or if the Union finds the response unsatisfactory, the latter may appeal in writing to the Department of Human Resources thereof within the twenty-five (25) working days following the filing of the grievance. The Department of Human Resources thereof must respond in writing within five (5) working days following receipt of the appeal concerning the grievance or dispute.

A grievance that has not been resolved at Stage 9.02 c) must be referred to arbitration within a maximum of fifty (50) working days following the filing of the grievance at the first stage.

9.03

The Union may make and submit a grievance or dispute on behalf of an employee, a group of employees, or all the employees or for the Union itself. In such case, the Union must abide by the procedure provided by clause 9.02.

9.04

The delays mentioned in this article are mandatory unless otherwise agreed in writing. Failure to comply with this renders a grievance or dispute null, void and illegal for the purpose of this Agreement.

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

9.05

The statement of the grievance shall contain a clear summary of the facts such that the problems raised can be identified.

9.06

No grievance shall be rejected because of faulty drafting; once discovered, a technical error shall be communicated to the other party. The grievance may be amended provided this does not have the effect of changing the nature of the grievance. If such an amendment is submitted in the five (5) working days before a hearing, the University will, upon request, obtain a delay of the date set.

9.07

The date of the last fact giving rise to a grievance or dispute shall be used as the starting point in calculating the six (6) month delay provided in Article 9.02 b).

9.08

Grievances and disputes can be submitted on the same form.

9.09

If a collective grievance or dispute, or a grievance or dispute submitted by the Union itself concerns employees from more than one (1) department or service, it may be submitted directly to the second stage as provided in Article 9.02.

ARTICLE 10 **ARBITRATION**

10.01

If the Union wishes to submit a grievance or dispute to arbitration it must advise the University in writing within the delays specified in 9.02 c).

10.02

The parties agree to appear before a single arbitrator. If the parties cannot agree on the choice of an arbitrator, one or other of the parties may request that the arbitrator be designated by the Labour Department, in conformity with the provisions of the Labour Code.

10.03

The fees and expenses of the arbitrator are divided equally between the parties.

10.04

The decision of the arbitrator is enforceable and binding upon the University, the Union and the employees, and becomes effective on the date stipulated by the arbitrator, or if no date has been stipulated, on the date of the award.

10.05

If the arbitrator's decision involves monetary compensation he can require that the legal interest be added to the actual amount owed, commencing on the date of the grievance.

10.06

In all cases of dismissal, whether for administrative or disciplinary reasons, the burden of proof rests with the employer.

10.07

In rendering a decision on a grievance, the arbitrator shall not delete, add, amend or change any part of this collective agreement.

10.08

In rendering a decision on any grievance or dispute submitted to him, the arbitrator must consider the letter and the spirit of the collective agreement. In the case of disputes, he must consider the principles of justice and equity as well as the general labour relations' policies which emerge from this collective agreement.

10.09

The arbitrator charged with rendering a decision on the justification of a grievance concerning disciplinary measures may maintain, modify or annul the disciplinary measure.

10.10

In case of a grievance about workload, the arbitrator may assess the workload and order corrective measures.

ARTICLE 11 DISCIPLINARY MEASURES

11.01

Written reprimand, suspension or dismissal, are disciplinary measures which may be applied according to the seriousness or frequency of the implied infraction.

The University shall not dismiss, suspend or reprimand without just and sufficient cause, for which it has the burden of proof.

11.02

Any employee called to a meeting by the University, for disciplinary reasons, has the right to be accompanied by a Union representative.

11.03

The decision to impose a disciplinary measure after thirty (30) days of the incident which gives rise to it or the knowledge of same by the University is null and void and illegal under this Agreement.

11.04

- a) No offense may be held against an employee after twelve (12) months from its commission. In such case, the said offense is withdrawn from the employee's file.
- b) In addition, any disciplinary report or written warning which has been decided in favour of the employee is withdrawn from his file.
- c) The employees and the Union must receive a copy of all reports or disciplinary measures (including notice of reprimand) placed in the file; failing this, the documents may not be used as proof during an arbitration.

11.05

In all cases of suspension or dismissal, the following procedure shall apply:

- a) Suspension and dismissal must be preceded by a meeting between the University, the Union and the employee concerned.

The employee and the Union shall be convened, in writing, with a forty-eight (48) hour notice.

- b) During this meeting, the University will state to the Union and to the employee, on what grounds it intends to suspend or dismiss the employee.
- c) If there is agreement between the University and the Union, the terms of such agreement shall be applied without further procedure.
- d) In the event of disagreement with the Union, the University may then, after the meeting, implement its decision. The University shall then notify the employee in writing of the grounds for this decision, at his or her last known address and within three (3) days of the beginning of the enforcement of the suspension or dismissal. A copy of the said notice shall be sent to the Union at the same time. Only the grounds stated in this notice may be submitted as proof before an arbitrator.
- e) When there is a disagreement on the suspension or dismissal of the employee by the University, the employee or the Union may appeal the decision immediately through the arbitration procedure provided for under Article 10.

11.06

Any resignation must be transmitted immediately in writing to the Union. An arbitrator may assess the circumstances which surrounded the resignation of an employee and the actual value of his consent.

11.07

No confession signed by an employee may be submitted as proof before an arbitrator unless it has been signed before an external Union representative duly authorized by the Union.

ARTICLE 12 **PROBATIONARY PERIOD**

12.01

All new employees shall be subject to a probationary period, the length of which is stipulated in clause 5.20, and the conditions of which are normally accepted, and relevant to each classification, and communicated to him at the time of hiring.

12.02

The probationary employee is entitled to all the benefits of this agreement, unless otherwise specified. However, in the case of dismissal, he does not have the right to the grievance and dispute procedure.

12.03

Should the University rehire an employee who has not completed his probationary period due to a lack of work, the employee need only complete the number of days missing from the previous probationary period in order to attain his seniority, provided that no more than one (1) year has elapsed since his departure.

12.04

The end of the probationary period is confirmed by a letter from the University to the employee with a copy to the Union.

ARTICLE 13 **SENIORITY**

13.01

Every regular employee possesses seniority within the department as well as seniority within the University. Seniority within the department will take precedence over seniority within the University.

13.02

To obtain seniority, an employee must complete his probationary period. When this period has been completed, the employee is considered to have continuous service at the University retroactive to the date of his last employment.

13.03

As of October 1st, 2006, the pro-ration of the seniority of a regular part-time employee working in Residences and the Faculty Club is calculated on a thirty five (35) hours/week.

13.04

Within fifteen (15) days following the end of each quarter, the University shall provide the Union with a list of part-time employees and the number of hours worked by each one, excluding overtime.

13.05

On November 1st of each year, the University shall provide the Union with the seniority list of all employees covered by the Agreement. The list will contain, as of October 1st, the following information: name, date of first appointment, seniority, work section, salary, classification, work shift, status, building(s) and

job security.

13.06

Within the same period provided for in Article 13.05, the seniority list shall be posted in all the buildings concerned in an accessible place, in full view and clearly written, for a period of thirty (30) days during which any interested employee may request that the list be corrected. At the end of this period, the seniority list becomes official, subject to disputes arising during the posting period.

If an employee is absent during the whole posting period, the University shall send him a written notice indicating his seniority. In the thirty (30) calendar days following receipt of this notice, the employee may dispute his seniority.

On December 15th of each year, the University will give a revised seniority list to the Union.

13.07

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

- 1) in the case of absence due to illness or accident suffered as a result of or during work, until such time as the C.S.S.T. determines that the employee is permanently and totally incapacitated;
- 2) during the first twenty-four (24) months of absence due to sickness or an accident other than a work-related accident;
- 3) in the case of authorized absence for Union activities;
- 4) in the case of absence from work as a result of a suspension;
- 5) in the case of absence from work for maternity leave and the extensions provided for in Article 24.05;
- 6) in the case of lay-off for a period not exceeding twelve (12) months.

13.08

A regular employee maintains but does not accumulate seniority in the following cases:

- 1) absence from work for reasons of leave without pay;
- 2) absence from work provided or not by this agreement and authorized by the University;
- 3) absence for reason of public service;
- 4) after the first twenty-four (24) months in the case of absence due to sickness or an accident other than a work accident. In the case of a work-related accident, from the moment the C.S.S.T. determines that the

employee is permanently incapacitated.

13.09

The employee loses his seniority and his job in the following cases:

- 1) lay-off exceeding twelve (12) months;
- 2) voluntary abandonment of, or resignation from, his job;
- 3) dismissal, unless it is annulled through the grievance and dispute procedure or an arbitration decision;
- 4) when he draws pension/or retirement fund benefits;
- 5) refusal or omission of the laid-off employee to accept to return to work following recall within ten (10) calendar days of the recall. The employee must report to work within ten (10) calendar days following his reply to the University. Physical inability to return to work will be taken into consideration. Recall is done by registered mail sent to the last known address;
- 6) absence without notice or valid reason exceeding five (5) consecutive working days;
- 7) after the probationary period provided in clause 13.10.

13.10

Any employee promoted or transferred to a position outside the bargaining unit retains and continues to accumulate his seniority for the duration of the probationary period. However, the employee retains the right to return to his/her former position only during the period provided in Article 14.03.

ARTICLE 14 EMPLOYEE CHANGES

14.01

- a) A legible notice of any vacant or newly-created position in the bargaining unit must be posted in full view and accessible to all employees for a period of ten (10) working days, subject to article 5.11. At the same time, the University must send a copy of the posting to the Union.

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.

- b) The information which must appear on the posting is:

1. The job title;
 2. The job description;
 3. The applicable rate of pay and premia;
 4. The posting period;
 5. The shift;
 6. The building and/or the department;
 7. Status (full-time or part-time).
- c) An employee may, before applying on a position, be informed of the other applicants by the person responsible for the posting.

14.02

- a) The position must be awarded and is filled by the regular employee who has the most seniority in the department among applicants, provided that he meets the normal requirements of the position.

The requirements must be relevant and related to the nature of the tasks as negotiated and defined in this agreement.

In case of grievance, the University has the burden of proof.

- b) If none of the regular employees within the department has been granted the position in accordance with the procedure provided in clause 14.02 a), the latter will be granted to the regular employee within the bargaining unit having the most seniority within the University among the applicants, on the condition that he satisfies the normal requirements of the position.

The requirements must be relevant and related to the nature of the tasks as negotiated and defined in this agreement.

In case of grievance, the University has the burden of proof.

14.03

The employee who is awarded the position will have a trial period of thirty (30) working days, actually worked. If, during the trial period, the employee does not wish to remain in the new position or if it is established by the University that he does not meet the normal requirements of the position, the employee will return to his previous position.

Should the employee be maintained in his new position, at the end of his trial period, he is deemed, at the moment, to meet the normal requirements of the position. During the trial period, any employee who decides to return to his previous position or who is returned to his previous position at the request of the University will not, by this fact, lose any of the rights he had acquired while in his previous position. In the latter instance, it is incumbent upon the University to

prove that the employee was unable to meet the normal requirements of the position.

14.04

The University shall, for a period of (10) working days in a full view and accessible place in all the buildings, post a legible notice of all appointments and the date on which they are to take effect within the (10) working days following the posting period.

14.05

In the ten (10) working days following the nomination, the University will send to the Union the name of the chosen candidate and the names and seniority of the other candidates.

14.06

The employee who obtains a promotion will receive the new rate of pay retroactive to the end of the posting period, regardless of the effective date of his appointment.

The delay between the end of the posting period and the effective date of appointment will not exceed five (5) working days.

However, the Union and the University may agree to prolong this delay.

14.07

Training of each new employee is the responsibility of his/ her supervisor.

ARTICLE 15 TEMPORARY ASSIGNMENTS

15.01

A position is temporarily without its incumbent when the incumbent is absent for any of the following reasons:

- union activities;
- unpaid leave;
- maternity leave;
- posting period;
- authorized leaves of absence;
- vacation;
- sickness or accident;
- social leave and personal leave;

15.02

A position temporarily without its incumbent is not posted, but may be filled if the needs of the service require. In the event that the University does not fill the position, it will advise the Union in writing of the reason.

15.03

Before hiring a substitute employee, the University will temporarily assign the employee with the most seniority working in the relevant department or section, provided that the assignment is a promotion for the employee and that he is normally capable of properly fulfilling the duties of the position. If the most senior employee does not accept the temporary assignment, the University will proceed by descending order of seniority until an employee capable of properly fulfilling the duties of the position accepts. It shall then recall regular employees on the recall list by order of seniority.

15.04

For a temporary assignment and subject to Article 15.03, the University will first offer the duties to a regular employee on the recall list following a lay-off before hiring a substitute employee, provided that he is capable of normally fulfilling the duties of the position.

15.05

- a) When the University temporarily assigns an employee to a position with a higher rate of pay than his position, he will be paid the higher rate for the full day as long as he works at his temporary position for at least one half of his shift. If the duration of work is less than half of the shift, only the hours worked will be paid at the higher rate.
- b) When the University assigns an employee to different positions during the same week, the employee will receive the rate of pay of the more remunerative position, provided that he has worked at least one half of the normal work week in that position.

15.06

When the University temporarily assigns an employee to a position with a rate of salary below that of his classification, he will be paid his regular salary rate.

15.07

If an employee works overtime during his temporary assignment, according to Article 15.05, he will be paid at overtime rates taking into account the rate of pay received during the temporary assignment.

15.08

The University will send a copy of the recall list twice a year to the Union, being in May and December. This list must include the name of the laid-off regular employee, his classification, his seniority and his department.

ARTICLE 16

EMPLOYMENT SECURITY

16.01

- a) The following paragraph applies to employees hired on or after May 1, 2007.

Notwithstanding the University's right to dismiss an employee for cause, no regular employee having twenty four (24) months or more of seniority will be terminated, laid-off or suffer a reduction in salary, as long as 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 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 May 1, 2007.

Notwithstanding the University's right to dismiss an employee for cause, no regular 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 his position.

- d) An employee who has satisfied the above conditions does not lose employment security when he is not within the top ninety (90%) of the seniority list or when he has been relocated to another position in another bargaining unit.

When calculating the ninety percent (90%), the result has a fraction; it will be rounded up to the next whole number.

16.02

- a) 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 employee with the least seniority.

In the case of the abolition of a position, the following procedures apply:

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

employee whose position has been abolished or who has been bumped, without posting, to a vacant position in the same classification as long as he has the qualifications to satisfy the normal requirements of the position. If several positions are open, the employee may choose among them.

- 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 or who has been bumped, to a vacant equivalent position with the same salary rate as long as the employee satisfies the normal requirements of the position. If several positions are open, the employee may choose among them.
 - iii) If an employee cannot be relocated by virtue of the preceding paragraphs, after discussion with the Union, the University agrees to assign an employee whose position has been abolished or who has been bumped, to a vacant position in a lower classification as long as the employee satisfies the normal requirements of the position. If several positions are open, the employee may choose among them.
 - iv) If the equivalent position involves a different shift (day, evening, night) and the employee refuses to relocate under such conditions, he may have recourse to the provisions of 16.02 d). He will be considered red-circled at the end of the waiting period provided for under clause 16.03.
 - v) If the equivalent position involves a weekend shift and no weekend shift was involved in the abolished position, the employee may refuse to be permanently relocated to such a position for a maximum period of twelve (12) months. During this period, the provisions of 16.02 d) will apply, and the employee will be considered red-circled at the end of the period specified in 16.03.
- b) The University will provide retraining to allow an employee to occupy a position in the bargaining unit.
 - c) If, during the first thirty (30) 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 provided for in article 16.02 or, if this is impossible, 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 16.04 must accept:
 - i) To fill a temporarily vacant position, if 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, he is considered as having applied for every vacant position, for which he has the qualifications to meet the normal requirements of the position.

16.03

An employee whose position is to be abolished must receive at least two (2) months advance written notice, with a copy to the Union.

16.04

An employee with employment security affected by the provisions of the present article may choose not to exercise his rights and to resign. In this case, 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.

16.05

The employee, who, by virtue of the present article, obtains a position in a lower classification, keeps the classification and the hourly salary he received prior to the abolition of his position, or displacement. He is considered as having applied for each position in his former classification for which he has the qualifications to meet the normal requirements. If he obtains such a position in conformity with article 14, he must accept it, failing which he will be paid the hourly salary of his new position.

16.06

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 his seniority within the bargaining unit. He is considered a candidate for any vacant position of his former classification or of an equivalent classification in his bargaining unit of origin, for which he has the qualifications to meet the normal requirements of the position.

The employee who is relocated maintains his salary, as well as all of his rights and benefits provided for under the present collective agreement. If he obtains a position in conformity with Article 14, he must accept it, failing which he will be paid the hourly salary of his new position and his seniority ceases to accumulate but is maintained.

However, before being relocated to a position outside of the bargaining unit, an employee who cannot be relocated by virtue of 16.02 a) and b) may choose to

displace the employee within the bargaining unit, with the least seniority, as long as he satisfies the normal requirements of the position.

The relocation to a vacant position at Macdonald Campus is possible when an employee whose position is abolished, cannot be relocated permanently or temporarily in one of the downtown campus bargaining units. If, at the time of the relocation to Macdonald Campus, several positions are open, the employee may choose among them, as long as he has the qualifications to satisfy the normal requirements of the position.

16.07

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

ARTICLE 17 LAY-OFF AND RECALL

17.01

The University will advise the Union within the delays provided in Article 16 when work changes are to be made which are likely to reduce the work force or to change the working conditions of the regular employees.

The parties may, in certain cases, mutually agree to a shorter notice.

17.02

The parties must then meet without delay to determine the appropriate measures necessary to reduce the inconvenience which can result.

17.03

Any employee, who must be displaced to a position in a lesser classification according to the provisions of this article, will retain his rate of pay and become a "red-circled" employee. However, this employee has the right, according to the circumstances of each case, to the increases provided for him in the article concerning salaries (Article 28).

17.04

Each employee who must be displaced according to the provisions of this article must accept the position offered to him, taking into account the application of the seniority article, and providing that he satisfies the requirements of the said

position, or participate in retraining courses offered to him and for which he has the required aptitudes. If he refuses the proposed retraining or the position offered to him and for which he is qualified, he is then laid-off.

17.05

An employee affected by the notice described may use the following bumping procedure:

- a) the employee, before being laid-off, may displace an employee in the same classification as his own, having less seniority, and so on;
- b) the employee so affected may displace in the same classification, an employee having less seniority, and so on;
- c) the employee so affected may displace, in another classification, another employee having less seniority and so on;
- d) the procedures provided for in lines b) and c) will be repeated for as long as there are employees to be laid-off who wish to exercise their seniority rights over those less senior.

17.06

The employee who is to be displaced in respect of Article 17.05 will receive written notice and will be entitled to a period of seven (7) days to make his choice. Copy of this notice is sent simultaneously to the Union.

17.07

The employee who is laid-off must receive a written notice at least two (2) weeks in advance. Copy of this notice is to be sent simultaneously to the Union.

17.08

A laid-off employee on the recall list is recalled according to the seniority rules as long as he satisfies the normal requirements.

17.09

For the purposes of the application of the above mentioned provisions, the seniority refers only to seniority within the department.

ARTICLE 18 **DURATION AND HOURS OF WORK**

18.01

The regular work week is from Monday to Friday for all groups, except for Food Services R.V.C.

a) Building Services

The regular work week is thirty-eight and three quarters (38 $\frac{3}{4}$) hours

divided into five (5) work days of equal length.

The regular work shifts are as follows:

Day Shift	Monday to Friday	7:00am - 2:45pm
Evening Shift "A":	Monday to Friday	2:45pm - 10:30pm
Evening Shift "B":	Monday to Friday	4:15pm - midnight
Night Shift:	Monday to Thursday	11:15pm - 7:00am
	Friday	4:15pm - midnight
Weekend Shifts:	apply to four (4) positions	
Day Shift:	Monday	7:00am - 12:45pm
	Saturday and Sunday	7:00am - 7:00pm
Night Shift:	Saturday and Sunday	7:00pm - 7:00am

b) Mailroom

The regular work week is thirty-eight and three quarter ($38 \frac{3}{4}$) hours divided into five (5) work days of equal length.

The work shifts are as follows:

7:00am - 2:45pm
8:00am - 3:45pm

c) Faculty Club

The regular work week is thirty-five (35) hours or thirty-eight and three-quarters ($38 \frac{3}{4}$) hours, divided into five (5) working days of seven (7) hours or seven and three quarters ($7 \frac{3}{4}$) hours each.

The regular work day starts between 07:00 and 13:00 and finishes between 14:45 and 23:45.

d) Residences

The regular work week is either thirty-five (35), thirty-seven and one half ($37 \frac{1}{2}$) or thirty-eight and three-quarters ($38 \frac{3}{4}$) hours, divided into five (5) working days of either seven (7), seven and one half ($7 \frac{1}{2}$) or seven and three-quarters ($7 \frac{3}{4}$) hours each.

(i) Maintenance Section

The regular work day starts between 07:00 and 09:00 and ends between 14:45 and 15:45.

The evening and night shifts are as follows:

17:00 - 00:45

19:00 - 02:45

24:00 - 07:45

(ii) Cafeteria

The regular work day starts between 05:00 and 12:00 and finishes between 12:45 and 19:45.

18.02

Between St-Jean-Baptist and Labour Day, there will be nine (9) summer Fridays.

Summer Fridays have been established as follows:

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

If June 24 falls on :	The nine (9) summer Fridays are:		
Saturday	22 June 29 June	7 July 14 July 21 July 28 July	4 August 11 August 18 August
Sunday	22 June 29 June	6 July 13 July 20 July 27 July	3 August 10 August 17 August

If the employee's services are required on a Friday during the special summer schedule, the employee shall receive a compensatory holiday the following Monday, without a change in salary, unless an alternative day off is agreed upon with his supervisor.

If the supervisor believes that the employee's services are required on both the Friday and the Monday, the employee shall receive a compensatory indemnity of time and one half (150%) of his hourly rate for the hours worked.

If an employee is on vacation during this period, the employee will be entitled to one (1) compensatory holiday for each Friday that falls during his vacation period, and will be rescheduled upon agreement between the employee and his immediate supervisor.

Seasonal employees on lay-off during the special summer schedule will receive the holidays normally taken each Friday pro-rated to the number of months actually worked.

The regular employees that as part of their regular work week, work on the weekend, will benefit from an annual bank of Summer Friday hours. For the Service persons "C" working on the weekend shift in Building Services and the employees working on a five (5) working days schedule, including Saturdays and Sundays in Residences, this annual bank is of 69.75 hours (9 x 7.75 hours). For the regular part-time employees working in Residences and Faculty Club, they will benefit from the Summer Fridays according to the formula described in Annex "E". The date of the time off is agreed upon with the immediate supervisor. When an employee, who normally works on the weekend, takes time off from his bank, he will receive, as compensation, an indemnity equal to his working hours that day and is not entitled to the weekend premium.

18.03

For the purposes of applying the present collective agreement, each reduced day

will be considered to constitute a regular day of work, according to the provisions of clause 18.01 of the present article.

However, for purposes of the conversion of overtime, the length of the overtime converted equals the length of the reduced regular work week or work day.

18.04

All employees are entitled to one (1) fifteen (15) minute rest period per regular day of work, without loss of salary.

18.05

All employees are entitled to a paid meal of one-half (1/2) hour during the course of the regular day of work.

18.06

Employees who work special shifts will be entitled to two (2) consecutive days of rest for each work week.

For the regular employees that, as part of their regular work week, work on the weekend, the two (2) days of rest are Thursday and Friday.

18.07

The schedule may be modified as needed upon agreement between both parties.

However, the University may modify existing schedules or implement new ones if the needs of a department necessitate such changes. In such a case, a written notice will be posted, with a copy to the Union, at least thirty (30) days prior to the implementation of such changes. This delay can be modified upon agreement between the parties. If there is a dispute, the Union may, within thirty (30) days of the sending of the above-mentioned notice, refer the case directly to arbitration. The parties agree to proceed as in accelerated arbitration. The arbitrator's mandate will consist in deciding whether or not the changes were necessary; if not, the University must choose either to return to the former schedule and pay the employees at the overtime rate provided for in clause 19.03 for all of the hours worked outside of their former schedule, or maintain the present schedule, but pay the employees at the overtime rate for all hours worked outside of the former schedule. Unless there is an agreement to the contrary between the parties, this modification cannot result in split shifts for the employees.

18.08

When a time change occurs (from standard time to Eastern daylight savings time or vice versa), the regular pay of the employees affected by this time change will not be modified.

18.09

Occasionally, when two (2) employees wish to exchange between themselves weekly days of rest or established work schedules, they must obtain authorization from their immediate supervisor. In such a case, the provisions relating to the payment of overtime will not apply.

18.10

The parties agree to discuss and study the possibility of implementing the four (4) day week on an experimental basis.

ARTICLE 19 OVERTIME

19.01

- a) All work done by an employee outside his regular working day or regular work week is considered to be overtime if it was approved by the immediate supervisor who required it prior to it being done, or if it was done with his knowledge and without objection from him.
- b) If all employees refuse to do overtime work on a voluntary basis the employee(s) having the least seniority must carry out the work required.
- c) No employee shall be required to work for more than sixteen (16) consecutive hours. However, an employee who does work for more than sixteen (16) consecutive hours may take nine (9) consecutive hours of rest without pay before resuming his regular work schedule.

19.02

Overtime work shall be divided as equitably as possible, and in rotation, among the employees of the work unit concerned who normally perform the work for which overtime is required.

19.03

All overtime is paid as follows:

- a) at time and one half (150%) of the employee's hourly rate for each hour worked outside the employee's regular work day or week, or on the employee's first weekly rest day, providing it is not a Sunday;
- b) at double time (200%) of the employee's hourly rate for each hour worked on a paid holiday (in addition to the postponement of the day off or to the payment for the day) or on a Sunday or on the second (2nd) weekly day of rest.

19.04

The payment of overtime earnings for a given pay period is made the second Thursday following the pay period, at the latest. During the annual vacation period and the Christmas Holidays, the above-mentioned payment is delayed by

an additional pay period.

19.05

An employee may convert, at the appropriate overtime rate, overtime work performed up to a maximum of five (5) working days in any one financial year.

The employees of the Faculty Club may convert all overtime work performed during one (1) financial year in working days, to be used during the summer lay-off period following the end of the financial year. In the event an employee does not use all of the accumulated days during the period of the summer lay-off, the remaining days will be paid before the second Thursday of the month of July.

An employee of the Faculty Club who accumulates more than five (5) working days of overtime, cannot take more than five (5) vacation days between September 1st and June 30.

The employee shall agree upon the timing of this time off with his immediate supervisor.

19.06

The employee who performs overtime work on a weekly day of rest, or on a paid holiday is entitled to the rest periods and meal breaks provided for in this agreement.

In addition, if the employee performs overtime work for a period longer than his normal working day, he is entitled to the provisions of 19.07 a) and b).

19.07

- a) If an employee performs two (2) or more hours of overtime, after his regular working day, he is entitled to a meal break of thirty (30) minutes paid at the appropriate overtime rate. However, if it is anticipated that the overtime will last for two (2) hours or more, the employee may take a meal break before starting his work.
- b) For every three (3) hours of overtime, the employee is entitled to a rest period of fifteen (15) minutes paid at the appropriate overtime rate. This rest period may be taken during the second (2nd) hour of overtime.

19.08

In order to obtain the base for calculating the employee's overtime, the University shall divide the weekly salary of the employee concerned by the number of hours in the regular work week during the winter period.

19.09

The employee who works planned overtime which is not continuous with his working day or work week is paid at the overtime rate for each consecutive hour so worked. In such a case, the employee is entitled to a minimum payment

equivalent to three (3) hours work at his regular rate of pay. For the purpose of applying this article, the meal break provided for in paragraph 19.07 does not constitute an interruption of the regular work day.

19.10

All work performed in excess of twelve (12) hours per day shall be paid at double (200%) time of the employee's regular hourly rate.

19.11

When overtime is done on a legal holiday, a minimum of four (4) hours at the appropriate overtime rate in addition to payment for the recognized legal holiday will be paid to the employee.

19.12

If an employee works less than one (1) hour overtime, he will be paid one (1) hour at the appropriate overtime rate; if he works more than one (1) hour overtime he will be paid a minimum of three (3) hours at the appropriate overtime rate.

19.13 **Facilities Management**

Overtime shall be fairly divided among the employees in the department. For this purpose at the beginning of September in each year, the University establishes a list of employees who wish to perform overtime work during the year. Those who refuse must indicate their refusal in writing. Copy of said list as well as the refusals shall be forwarded promptly to the Union. At the end of each month, the University shall forward to the Union the list of employees who have performed overtime work indicating the building, number of hours as well as remuneration.

An employee who refuses three (3) overtime offers will have his name removed from the list for the current year.

ARTICLE 20 **SEASONAL LAYOFFS**

20.01

Seasonal or cyclical positions exist only in the Faculty Club and in the Residences.

20.02

Except for those employees who are not entitled to four (4) weeks of annual vacation at the end of the activities of the Faculty Club or the Residences, the maximum effective period of lay-off is as follows:

Faculty Club: two (2) months

Residences: three (3) months

In the case of the exceptions mentioned above, the lay-off period will be lengthened by a period equal to the difference between the four (4) week reference period for annual vacations and vacation period owed to the employee.

20.03

Within the departments mentioned in 20.01, a minimum of seventeen (17) positions are annual positions. Assignments to annual positions are on a basis of seniority at the University and are subject to the employee's ability to meet the normal requirements of the position.

20.04

The University will create a replacement crew of eight (8) employees during the seasonal lay-off period. These employees will be recruited amongst the group occupying seasonal positions according to the seniority provisions provided that they are able to perform the normal tasks of the displaced employees.

20.05

The employees who so desire, will be registered in order of seniority, on the replacement crew mentioned in 20.04. Those who do not register on the list will not be penalized for this.

20.06

Laid-off employees will be notified by the University of the existence of the replacement crew.

20.07

For remuneration purposes, the provisions provided in the temporary assignment article will apply (equivalent or higher rate of pay).

20.08

Positions of a cyclical or seasonal nature will be identified as such when posted.

20.09

The application of seasonal lay-offs will be effected without resort to the bumping procedure.

20.10

The employees who are subject to seasonal lay-offs and who were hired before June 1st 1979 will continue, as in the past, not to suffer any reduction in the annual vacation entitlement they would have received had they not been laid off during the summer.

20.11

The employees who are subject to seasonal lay-offs and who were hired after June 1st 1979 will receive an annual vacation entitlement pro-rated to the

number of months worked.

20.12

No temporary employees will be at work in his department during the seasonal or cyclical lay off if there are laid off regular employees from the same department who did not choose the seasonal or cyclical lay offs and who are available and capable of performing the work.

ARTICLE 21 VACATION

21.01

All employees are entitled to a paid vacation, based on a vacation credit established through seniority as of June 1st each year.

21.02

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) Any employee with less than one (1) year of seniority 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) As of June 1st, 2008

An employee with one (1) year of seniority but less than three (3) on June 1st in any given year is entitled to fifteen (15) working days of paid vacation;

c) As of June 1st, 2007

An employee with one (1) year or more of seniority on June 1st in any given year is entitled to twenty (20) working days of paid vacation;

As of June 1st 2008

An employee with two (2) years or more of seniority on June 1st in any given year is entitled to twenty (20) working days of paid vacation;

As of June 1st 2009

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

d) As of June 1st 2007

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

As of June 1st 2008

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

As of June 1st 2009

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

- e) The regular employees who work on the weekend in Building Services and the regular employees that have a five (5) day work week, including the weekend in Residences are considered to be working a full week for paid vacation entitlement.
- f) The allotment of vacation days for regular part-time employees is established according to the formula described at Annex E.
- g) The weekend shift premium will be taken into account when calculating the vacation pay.

21.03

For the purposes of calculating vacation, any employee hired between the first (1st) and the fifteenth (15) day of the month inclusive, is eligible for a credit of one and one-quarter (1 1/4) days of vacation for that month.

21.04

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 35 (Salary Continuance and Long Term Disability Plan) will accumulate vacation credits during the first six (6) consecutive months of his absence.

Work accident: An employee who is absent from work by virtue of the provisions of Article 36 (Work Accidents) will accumulate vacation credits during the first twelve (12) consecutive months of absence.

Maternity and adoption: An employee will accumulate vacation credits during her maternity leave or his/her adoption leave as such.

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 credits on a pro-rated basis according to the number of months worked.

An employee who is unable to take his vacation during the required reference year will receive a vacation indemnity equivalent to the accumulated vacation credits.

21.05

The period between June 1st of one year and May 31st of the following year is considered as the normal period for taking vacation.

21.06

The University will determine the dates of vacation of the employees taking into account:

- the employee's seniority at the University, applied within his work unit;
- the preferences expressed by the employee;
- the department's requirement to maintain a minimum number of employees.

During the period from March 1 - 31, the employee must notify his immediate supervisor, in writing, of his preferred vacation dates. The resulting vacation schedule will be posted, by the latest, on April 15th of each year in a location in full view of the employees.

For Residences, the list will be posted on April 30th in a location in full view of the employees.

Upon agreement with his immediate supervisor, an employee may change the dates of his vacation period, provided that the vacation of the other employees and the needs of the department are respected.

21.07

- a) Vacation must be taken during the financial year in which they are owed. If an employee cannot take his vacation during the financial year in which they are owed, he will receive a vacation indemnity equivalent to the accumulated vacation credits.
- b) Upon agreement with his immediate supervisor, an employee may take his anticipated accumulated vacation before June 1st, subject to the provisions of clauses 21.05 and 21.06.

21.08

An employee may take all his vacation at one time or may divide it into as many calendar weeks as he wishes. He may also divide a maximum of one (1) week's vacation into five (5) days of vacation, subject to the provisions of clauses 21.05 and 21.06.

The employees that work on the weekend in Building Services and the employees that have a five (5) day work week, including the weekend, in Residences, may divide a maximum of one (1) week's vacation into the number of days of work in his working schedule.

21.09

Any employee who is unable to take his annual vacation as a result of sickness, accident or work accident suffered prior to the start of his vacation can delay his

vacation to a later period. However, he must advise his supervisor of the fact as soon as possible, prior to the date of the start of his vacation period. After agreement with his immediate supervisor his vacation period will be postponed either to the end of his incapacity, or to a later date agreed upon with his immediate supervisor.

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

An employee who on June 1st in any given year, has been ill for twelve (12) or more months, will receive a vacation indemnity equal to the number of vacation days for which he is eligible.

21.10

- a) At his request, an employee will receive, prior to his departure, for the vacation period to which he is entitled, a payment equivalent to his regular salary at the time of his vacation.
- b) If an employee's status has been altered during the year (from a full-time employee to a part-time employee or vice-versa), the necessary adjustments will be made to the vacation pay on a pro-rated basis according to the number of weeks worked on a full-time and part-time basis.

21.11

In the case of termination of work:

- a) An employee who has not yet taken all of his vacation which he had accumulated during the financial year preceding June 1st will receive remuneration equivalent to the number of vacation days to which he was entitled.
- b) An employee who is entitled to three (3) weeks vacation, and taking into account the vacation days already taken is entitled to an indemnity equal to six percent (6%) of his total earnings earned between June 1st of the current year and the date of his departure.
- c) An employee who is entitled to four (4) weeks vacation, and taking into account the vacation days already taken is entitled to an indemnity equal to eight percent (8%) of his total earnings earned between June 1st of the current year and the date of his departure.
- d) An employee who is entitled to five (5) weeks vacation, and taking into account the vacation days already taken is entitled to an indemnity equal to ten percent (10%) of his total earnings earned between June 1st of the current year and the date of his departure.

21.12

In the event of an employee's death, the University will pay the vacation indemnity which he had accumulated to the rightful heirs, or those to whom it rightfully belongs.

21.13

Subject to the provisions of clause 21.06, all regular employees are entitled to extend their vacation by an unpaid leave of absence.

ARTICLE 22 **PAID HOLIDAYS**

22.01

- a) During the University's financial year, the following days shall be recognized as paid holidays:
- St. Jean Baptiste
 - Canada Day
 - Labour Day
 - Thanksgiving Day
 - Christmas Day
 - Boxing day
 - 1st Floating Holiday
 - 2nd Floating Holiday
 - New Year's Eve
 - New Year's Day
 - 2nd January
 - Good Friday
 - Easter Monday
 - Victoria Day
- b) The University agrees to recognize and observe as paid holidays any other civil holidays decreed by the governments after the signing of this agreement.
- c) For employees working from Monday to Friday, the dates of the seven (7) 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, January 1 and 2
Tuesday:	December 24, 25, 26, 27, 28, 31 and January 1
Wednesday:	December 25, 26, 27, 30, 31, January 1 and 2
Thursday:	December 25, 26, 29, 30, 31, January 1 and 2
Friday:	December 24, 25, 28, 29, 30, 31 and January 1
Saturday:	December 23, 24, 27, 28, 29, 30 and 31

22.02

If any of the paid holidays established by clause 22.01 of this article coincides with an employee's vacation period, or with one of his weekly days of rest other than a Saturday or a Sunday, the holiday will be scheduled on a date agreed between the employee and his immediate supervisor.

Week-end shift and regular part-time position:

An employee who would normally have been eligible to the delay of the paid holiday, according to article 22.02 of the collective agreement, when the paid holiday falls on a day of rest as established in 18.06, will receive, in lieu of the time off at a later date, an indemnity equal to the number of hours per week of the position divided by five (5) and multiplied by the hourly rate of the classification, as stipulated in article 27 of the collective agreement.

22.03 Remuneration for a paid holiday not worked:

- a) Remuneration of each paid holiday established by clause 22.01, when not worked, is equivalent to the regular daily rate of the employee then in effect.
- b) The provisions of the preceding paragraph 22.03 a) do not apply if an employee is already receiving payment by virtue of one of the provisions of the present collective agreement.

22.04 Remuneration for a paid holiday when worked:

An employee, who works on one of the paid holidays established by clause 22.01 of this article, will be paid his regular rate of pay then in effect increased by one hundred percent (100%).

Furthermore, the employee will be entitled at his choice, either to the payment for the paid holiday provided in clause 22.03 a), or to a delay in the day off to a date agreed upon between himself and his immediate supervisor.

Week-end shift and regular part-time position:

When a paid holiday is not worked according to 22.01 (i.e., the paid holiday falls on a regular day of work for the employee), the employee will be remunerated for the equivalent number of hours of his regular work schedule for the day in question at straight time of the hourly rate for his classification as established in article 27 of the collective agreement. He will also receive the weekend shift premium if the paid holiday falls on a Saturday or a Sunday.

22.05 Remuneration for the delayed day off when worked:

An employee who works on a delayed day off resulting from the paid holidays provided in clauses 22.02 and 22.04 of this article will be paid time and one half (150%) of his regular salary.

Over and above this remuneration, the employee is entitled, at the choice of the University, either to remuneration for the paid holiday provided in clause 22.03 a), or to another day off delayed to a date agreed upon between himself and his immediate superior.

22.06 Remuneration for a Saturday or a Sunday during the Christmas holiday periods:

An employee who works on a Saturday or a Sunday during the Christmas holiday period will be paid his applicable wage rate increased by fifty percent (50%) of his regular salary. The provisions of this clause apply for the following days:

1994: December 24, 25, December 31, January 1

1995: December 24, 31

ARTICLE 23 **SOCIAL LEAVES**

23.01

All regular employees are entitled to the following leaves, without loss of regular salary, in accordance with the provisions of the following clauses:

23.02

- a) In the event of the death of his spouse, child, or spouse's child, an employee is entitled to a paid bereavement leave of five (5) working days.
- b) In the event of the death of his mother, father, sister, brother, spouse's mother, spouse's father, spouse's sister, spouse's brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, an employee is entitled to a paid bereavement leave of three (3) working days. In the event of the death of a member of his family residing with the employee, or of a child, or of a spouse's child not residing with the employee, an employee is entitled to a paid bereavement leave of three (3) working days.
- c) In the event of the death of the grandparents or grandchildren, an

employee is entitled to two (2) consecutive calendar days.

- d) In the event of the death of the daughter-in-law and son-in-law, an employee is entitled to one (1) working day.
- e) In the event of the death of any other member of the family, an employee is entitled to one (1) paid day of bereavement leave, provided he attends the funeral.
- f) Should the death occur in the employee's country of origin, he shall not lose the leave if he provides proof he must participate in the traditional manifestations of condolences following the death.
- g) An employee wishing to attend the funeral of a fellow-worker, must be paid a leave of four (4) hours, but the number of employees who attend must not be greater than six (6).
- h) When leave is granted, it must be calculated from the date of the death to that of the funeral, and only working days will be remunerated.
- i) In the event of the death of the spouse, child, spouse's child, father, mother, brother, sister, spouse's father, spouse's mother, spouse's brother, spouse's sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, it is also permissible for an employee to add to the above-mentioned period an unpaid leave not to exceed fifteen (15) working days, and/or accumulated days of vacation, and/or overtime accumulated by virtue of clause 19.05.
- j) One supplementary paid day of leave will be granted if an employee must travel more than 160 kilometres from his home in order to attend the funeral.

23.03 In the event of marriage:

- a) of an employee, he is entitled to five (5) working days. It is permissible to add to this leave an unpaid leave not to exceed fifteen (15) working days, or days of accumulated vacation, or overtime accumulated by virtue of clause 19.05.
- b) of the father, mother, son, daughter, brother, sister, he is entitled to the day of the wedding.

23.04 Moving

When an employee changes his permanent address of residence, he is entitled to one (1) day of leave on the day of the move. However, he is not entitled to more than one (1) day per financial year.

23.05 Legal Duties

- a) In the event that an employee is called to perform jury duty or to act as a witness in a case to which he is not a party, he will not lose any regular

salary as a result while he is required to act in this capacity. However, for each working day, the employee must give the University any pay received for the fulfilment of these duties. If the latter is greater than his regular salary, the University will reimburse him the difference.

- b) If, in the course of his duties, an employee is called to act as a witness in a case to which he is not a party, he will not lose any regular salary while he is acting in this capacity. The employee will be paid at the overtime rate for the period during which his presence is required in court outside of his regular hours of work.
- c) In the event that the presence of an employee is required in a civil, administrative, or penal court, in a case in which he is a party, he is eligible either for unpaid leave, or accumulated vacation or overtime accumulated by virtue of clause 19.05, or for a personal leave by virtue of clause 23.07.

23.06

- a) When an employee must absent himself for one of the reasons provided for in this article, he must advise his supervisor as soon as possible, and provide proof or certification of these facts on demand.
- b) The social leaves will not be granted if they coincide with any other leave or vacation provided in the present agreement.
- c) Unless otherwise stipulated, the words "a day of leave" designate a full period of twenty-four (24) hours.

23.07 Personal Leave

Personal leave is to be used when a regular employee must be away from his work for personal reasons such as an illness or accident of a spouse or dependent, legal affairs, a specific incident planned or unplanned requiring the presence of the regular employee, etc. An employee must fill out the proper form for this purpose.

Personal leave may not be used as vacation or an extension of vacation or any other leave or absence provided for in the present agreement, with the exception of social leave. This leave must be taken in periods of at least one half (1/2) day but not more than two (2) days at a time.

In the case of a foreseeable incident, a regular employee must advise his immediate supervisor at least two (2) days ahead of time, if possible.

A regular employee who must absent himself from work for a valid reason such as described above and who is not eligible for leave according to the provisions of the present agreement, may be granted a leave of absence without loss of regular salary, to a maximum of two (2) working days per financial year.

23.08 Leaves for parental obligations

- a) An employee is entitled to five (5) days without pay per year when his presence is required to fulfil obligations relating to the care, health or education of his child, who is a minor;
- b) A leave or partial leave without pay of a maximum duration of one (1) year is granted to allow an employee whose child (a minor) suffers from behavioural problems, has a handicap or a prolonged sickness which requires the presence of the employee. In this case, the employee must advise the University as soon as possible and provide proof to justify this absence.

ARTICLE 24 **PARENTAL LEAVE**

24.01 Maternity leave

24.01.01

An eligible employee may take a maternity leave of up to twenty (20) consecutive weeks. The maternity leave may commence sixteen (16) weeks prior to the date of delivery and will end four (4) weeks after the actual delivery or when twenty (20) weeks of total maternity leave have elapsed, whichever is the later.

24.01.02

In order to obtain a maternity leave, 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 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 is obliged to leave her position immediately.

24.01.03

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.

24.01.04

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 the twenty (20) weeks of maternity leave have elapsed.

24.01.05

Medical leave required 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.

24.01.06

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 job.

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 commence. All benefits plans will be continued in respect of an employee for the duration of such special paid leave.

24.01.07

If, before her maternity leave ends, an employee presents a notice accompanied with a certificate from a qualified medical practitioner stating that the health of the mother or of her child requires an extension of the maternity leave, the maternity leave will be extended for the duration indicated in the medical certificate. During this extension, the employee will receive neither indemnity nor salary.

24.01.08

When a just 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 can 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.

24.01.09

An employee who gives birth prematurely and whose child is hospitalized as a result shall be entitled to interrupt her maternity leave and return to work. The maternity leave may then be resumed when the state of health of her child is such that hospitalization is no longer required.

24.01.10

An employee shall be considered to be on paid leave during any absence resulting from certified medical appointments related to her pregnancy.

Indemnities

24.01.11

An eligible employee shall be entitled to receive an indemnity payable until the end of the twentieth (20) week of maternity leave. Such indemnity shall 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 benefits which she will be receiving or could be receiving from the Quebec Parental Insurance Plan (QPIP). For the purposes of this item, any amounts subtracted from Quebec Parental Insurance benefits by reason of reimbursement of benefits, interest, penalties and other amounts recoverable under the terms of the Quebec Parental Insurance Plan shall not be taken into account;
- (b) all of the normal payroll deductions which must be made or would have been made had it not been for the maternity leave.

24.01.12

An employee who has acquired a minimum of twenty (20) weeks service prior to the beginning of her maternity leave, and who is not eligible to receive Quebec Parental Insurance Plan 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.

24.01.13

All benefit plans of an employee will be maintained as long as she would normally be entitled to.

24.01.14

All indemnities received under the terms of article 24.01.11 or 24.11.12 will be adjusted to take into account any general increases resulting from the application of salary policy under the terms of article 27 (Rates of Pay).

24.01.15

For the purposes of article 13 (Seniority), article 16 (Employment Security) and article 21 (Vacation), an employee will be given credit for seniority while on maternity leave, including any extensions granted under the terms of articles 24.01.01 and 24.01.07, but excluding any extension granted under the terms of article 24.01.17.

Return to work

24.01.16

During the fourth (4th) week prior to expiration of an employee's maternity leave, the University will send written notification of the date upon which her maternity leave will expire and advise her of the obligation to advise the University of her return to work under the terms of article 24.01.17.

24.01.17

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 date of expiration of the maternity leave will be granted an automatic four (4) weeks' unpaid leave.

24.01.18

If the employee fails to present herself for work at the date of expiration of the four (4) weeks' extension provided under article 24.01.17, she will be deemed to have resigned and will be terminated accordingly.

24.01.19

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.

24.01.20

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 position was abolished, she will be granted all of the rights and privileges she would have been accorded at the time her job was abolished had she then been at work.

24.02 Adoption leave

24.02.01

An employee who legally adopts a child will be entitled to a paid leave of a maximum duration of ten (10) consecutive weeks during which he or she will receive full salary.

24.02.02

All benefits will be continued in respect of such an employee for the duration of the adoption leave.

24.02.03

An employee shall obtain an adoption leave by written application to his 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.

24.02.04

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.

24.02.05

For the purpose of article 13 (Seniority), article 16 (Seniority Employment Security) and article 21 (Vacation), an employee will be given credit for seniority while on adoption leave, but excluding any extension granted under the terms of article 24.02.08.

24.02.06

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 traveling, 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 Department Head, with a copy to the department of Human Resources (Benefits Office) at least two (2) weeks in advance.

Return to work

24.02.07

During the fourth week prior to the date of expiration of an employee's adoption leave, the University will send the employee notification of the date upon which his adoption leave will expire.

24.02.08

An employee who does not return to work as of the date of expiration of the adoption leave will be granted an automatic four (4) weeks' unpaid leave.

24.02.09

An employee who does not present himself for work at the date of expiration of the four (4) weeks' extension provided under article 24.02.08, will be deemed to have resigned and will be terminated accordingly.

24.02.10

Upon return to work from the adoption leave, the University will reinstate the employee in the position which he occupied before the adoption leave commenced. If the employee's position has been abolished, he will be granted all the rights and privileges that would have been accorded at the time the job was abolished had he then been at work.

24.02.11

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, under the terms of article 27 (Rates of Pay).

24.03 Leave for the spouse

24.03.01

An employee may be absent from work for five (5) days paid at the time of the birth of his child, the adoption of a child or when a termination of pregnancy occurs starting from the twentieth week of pregnancy.

24.03.02

An employee who is not credited with sixty (60) days of uninterrupted service shall be entitled to five (5) days of absence without pay.

24.03.03

The employee must inform the Head of his Department of his absence as soon as possible. An employee who adopts the child of his spouse will also be entitled to this leave.

The leave can be divided into days at the employee's request. It cannot be taken after the expiry of the fifteen (15) days following the child's arrival at his father or mother's home or, as the case may be, the termination of pregnancy.

24.04 Paternity leave

24.04.01

This paternity leave is in addition to the leave of five (5) days paid for the birth or adoption of a child and the parental leave of fifty-two (52) uninterrupted weeks of parental leave.

24.04.02

An employee is entitled to a paternity leave of not more than five (5) uninterrupted weeks without pay at the time of the birth of his child. This leave must be taken at the earliest in the week in which the child is born and end no later than fifty-two (52) weeks after the child's birth.

24.05 Extended parental leave

24.05.01

The father and the mother of a newborn child and an employee who adopts a child are entitled to an extended parental leave without pay of a maximum duration of two (2) years.

24.05.02

An employee who adopts the child of his spouse will also be entitled to an extended parental leave.

24.05.03

An employee wishing to continue their benefits plans shall have indicated in writing prior to the commencement of the extended parental leave which benefits plans he wishes to continue for the duration of the extended parental leave.

During the first fifty-two weeks (52) weeks (“basic period”) the employee and the University will make the regular contributions payable under those plans. Beyond the basic period, the employee shall pay the total cost of any benefits to be further continued.

24.05.04

During the unpaid leave the employee will receive credit for seniority as well as vacation entitlement for the purpose of article 21 (vacation) for the first fifty-two (52) weeks of the leave without pay.

24.05.05

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.

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 per week or the equivalent for a period of 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.

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.

24.05.06

During the part-time unpaid leave, the employee will receive credit for seniority as well as vacation entitlement for the purpose of article 21 (vacation) for the first fifty-two (52) weeks of the leave without pay.

24.05.07

An employee wishing to obtain full-time benefits coverage for the duration of the part-time extended parental leave shall have indicated in writing prior to the commencement of the part-time extended parental leave which benefits plans he wishes to continue for the duration of the part-time extended parental leave.

During the first fifty-two weeks (52) weeks (“basic period”) the employee and the University will make the regular contributions payable under those plans. Beyond the basic period, the employee shall pay the total cost of any benefits plans to be further continued.

Return to work

24.05.08

During the fourth week prior to the date of expiration of an employee's extended parental leave, the University will send the employee notification of the date upon which his leave will expire.

24.05.09

The employee must give the University written notice of his 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 should he fail to present himself for work at the date of expiration of the extended parental leave, he will be deemed to have resigned and will be terminated accordingly.

24.05.10

An employee may elect to return to work prior to the anticipated date of expiration of the extended parental leave upon presentation of prior written notice of at least thirty (30) days to the Department Head.

24.05.11

Upon return to work from the extended parental leave or part-time extended parental leave, the University will reinstate the employee in the position which he occupied before the original maternity, adoption or paternity leave commenced. If the employee's position has been abolished, he will be granted all the rights and privileges that would have been accorded at the time the job was abolished, had he been at work.

24.05.12

The salary which the employee will receive upon return to work, will be the salary he was receiving when the leave commenced, increased by the amount of any salary increases implemented during the course of the leave, under the terms of article 27 (Rates of pay).

ARTICLE 25 **LEAVE FOR PUBLIC SERVICE**

25.01

A regular employee who is a candidate for a municipal council, school commission, administrative council of a hospital or of a local community service centre, may have an unpaid leave of not more than thirty-five (35) working days. Within these thirty-five (35) working days the employee may take accumulated days of vacation.

25.02

A regular employee who is a candidate in a provincial or federal election is subject to the relevant election law.

25.03

The regular employee who is elected during a provincial or federal election is given unpaid leave for the duration of his first term of office. Upon his return, the University will reinstate the employee into a position equivalent to that which he held prior to his departure. If his previous position has been abolished, the provisions of Article 16 (Employment Security) will apply.

25.04

An employee who wishes to take part in organizing an election campaign may, after agreement with the University, use his accumulated days of vacation or take an unpaid leave.

25.05

The employee who is elected or assigned to public office on a municipal council, a school board, a CEGEP or University board, a public health and social service institution, or to a civil function of a similar nature, who must occasionally be absent from work for meetings or official activities of his 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 University at least two (2) working days (under normal circumstances) before the commencement of the absence.

ARTICLE 26 **UNPAID LEAVE**

26.01

In cases not covered by this agreement, a regular employee who, for a valid reason, wishes to obtain an unpaid leave must make a written request to the manager of his department. The University will not refuse such a leave without a valid reason.

26.02

- a) Except for the parental leaves provided for in Article 24, the duration of an unpaid leave will not generally exceed a twelve (12) month period.
- b) After seven (7) years of uninterrupted service, the employee is entitled, after agreement with the University on the conditions for exercising such a right, and once per seven (7) year period, to a leave of absence without pay not exceeding, a duration, of fifty-two (52) weeks.

26.03

The employee will be considered to have voluntarily terminated his employment with the University:

- 1) If he fails to return from an authorized leave without pay unless he has obtained authorization to prolong the said leave, or unless he is prevented by an Act of God.
- 2) If he uses the leave without pay for purposes other than those stated in his written request for leave unless providing notice of a change in the reasons for the request. In the event that an employee modifies the reasons for his request, the University may reassess the request and refuse the leave or terminate the leave, as the case may be.

26.04

Upon return to work, the University will reinstate the employee into the position he occupied before his departure, or into an equivalent position if his previous position has been abolished. In such a case, the provisions of Article 16 (Employment Security) will apply.

An employee who makes a written request can be reinstated before the end of his unpaid leave, upon agreement with the University. However, an employee who has been on unpaid leave during a period exceeding four (4) months will be reinstated before the end of his unpaid leave on condition that he provides the University with written notice of at least twenty (20) working days. Such notice may be provided as of the beginning of the fourth (4th) month.

26.05

Except for agreement or provision to the contrary, an employee on unpaid leave is not entitled to benefits provided for under this agreement. The employee will continue to benefit from pension and group plans if these plans so allow on condition that he or she shall assume full costs and confirms his willingness to do so in writing before the beginning of the leave.

26.06 Deferred Salary Leave

A deferred salary leave allows an employee to have their 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.

26.07 Definitions

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

- a) "Period of 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"

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 at 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 26.14, 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 26.08.

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.

26.08

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

26.09

During the period of the contract, the employee is not eligible for the Unpaid Leave of Absence provided for in article 26.

26.10

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

26.11 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 shall include notably the dates of the period of deferral and the period of leave.

26.12

The University cannot refuse such a leave without valid reason.

In no case can 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.

26.13 Return

Upon return from the deferred salary leave, the employee is reinstated into the position that they occupied at the commencement of the leave. If the employee's position has been abolished, the provisions of article 16 (Employment Security) apply.

26.14 Financing of the leave

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

	2 yrs	3 yrs	4 yrs	5yrs
6 months	75.00%	83.33%	87.50%	90.00%
9 months		75.00%	81.25%	85.00%
12 months			75.00%	80.00%

- a) The University shall pay to 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 savings accounts of less than \$5,000 or more than \$5,000.

- c) The interest paid to the employee must be 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 the leave, the employee may continue to participate in those benefits plans that apply to the employee, provided that the employee requests continuation of benefits at the beginning of the leave and pays the total premium.
- e) During each year of the contract, inasmuch as the employee is normally entitled, the employee accumulates seniority.
- f) For the duration of the contract, including the period of leave, vacations are remunerated on the basis of the employee's net remuneration.

26.15

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

26.16 Short Term Disability, Long Term Disability

- a) The sickness occurs during the period of deferral and continues until the moment the leave is scheduled to occur:

In this case, the employee may choose one of the following:

- (i) The employee may continue their participation in the deferred salary leave contract and postpone the leave until they are no longer sick. The employee then receives salary continuance, in accordance with article 35 (Salary Continuance) of the collective agreement 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 35 (Salary Continuance), 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 thus receives the amount of deferred remuneration. Long-term disability benefits are based on the employee's actual remuneration.

- b) The sickness occurs during the period of leave:

For the purposes of application of article 35 (Salary Continuance), the sickness is deemed not to have occurred during the period of leave. However, article 35 will apply retroactively to the date of onset of disability if, at the end of the period of leave, the employee continues to be sick.

The employee is entitled, during the period of leave, to the amount of deferred remuneration according to the modalities provided for in clause 26.14.

At the end of the period of leave, if the employee continues to be sick, they will then receive salary continuance payments based on their actual remuneration.

26.17 Occupational Disease and Work Accident

When an occupational disease or work accident occurs, the provisions of article 36 (Work Accidents) of the collective agreement apply at the date of the event; the employee may then choose one of the following:

- 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 shall remit to the employee the amount of deferred remuneration.

26.18 Maternity Leave and Adoption Leave

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

26.19 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 shall remit to the employee the amount of deferred remuneration.

26.20 Death of the employee

In the event of the employee's death, the University shall, 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.

26.21 Change of Status

An employee whose status changes during their 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 seasonal position or vice versa, or by

going from a part-time position to a full-time position involving different hours), can choose one (1) of the following two (2) options:

- a) terminate the contract; within thirty (30) days, the University shall 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 27 RATES OF PAY

Building Services	2005/11/21	2006/04/01	2006/12/01	2007/04/01	2007/06/01	2007/12/01	2008/04/01	2009/04/01
		3%	3%	3%	0.8%	2.0%+0.8%	2%	2%
Driver/Mail Attendant	\$16.91	\$17.42	\$17.94	\$18.48	\$18.63	\$19.15	\$19.53	\$19.92
Mail Attendant I	\$15.35	\$15.81	\$16.28	\$16.77	\$16.90	\$17.38	\$17.73	\$18.08
Mail Attendant II	\$15.85	\$16.33	\$16.82	\$17.32	\$17.46	\$17.95	\$18.31	\$18.68
Service Person "A"	\$16.60	\$17.10	\$17.61	\$18.14	\$18.29	\$18.81	\$19.19	\$19.57
Service Person "B"	\$15.69	\$16.16	\$16.64	\$17.14	\$17.28	\$17.77	\$18.13	\$18.49
Service Person "C"	\$15.69	\$16.16	\$16.64	\$17.14	\$17.28	\$17.77	\$18.13	\$18.49
Service Person "D"	\$15.97	\$16.45	\$16.94	\$17.45	\$17.59	\$18.08	\$18.44	\$18.81
Service Person "H"	\$16.60	\$17.10	\$17.61	\$18.14	\$18.29	\$18.81	\$19.19	\$19.57

Residences	2005/11/21	2006/04/01	2006/12/01	2007/04/01	2007/06/01	2007/12/01	2008/04/01	2009/04/01
		3%	3%	3%	0.8%	2.0%+0.8%	2%	2%
Baker	\$17.84	\$18.38	\$18.93	\$19.50	\$19.66	\$20.21	\$20.61	\$21.02
Baker's Helper	\$15.69	\$16.16	\$16.64	\$17.14	\$17.28	\$17.77	\$18.13	\$18.49
Cook	\$17.84	\$18.38	\$18.93	\$19.50	\$19.66	\$20.21	\$20.61	\$21.02
Cook's Helper	\$16.59	\$17.09	\$17.60	\$18.13	\$18.28	\$18.80	\$19.18	\$19.56
Counter Person	\$16.73	\$17.23	\$17.75	\$18.28	\$18.43	\$18.95	\$19.33	\$19.72
Dishwasher	\$14.16	\$14.58	\$15.02	\$15.47	\$15.59	\$16.03	\$16.35	\$16.68
Driver Catering	\$16.91	\$17.42	\$17.94	\$18.48	\$18.63	\$19.15	\$19.53	\$19.92
General Helper "A"	\$14.16	\$14.58	\$15.02	\$15.47	\$15.59	\$16.03	\$16.35	\$16.68
General Helper "B"	\$14.16	\$14.58	\$15.02	\$15.47	\$15.59	\$16.03	\$16.35	\$16.68
General Helper "C"	\$14.80	\$15.24	\$15.70	\$16.17	\$16.30	\$16.76	\$17.10	\$17.44
General Helper "D"	\$14.16	\$14.58	\$15.02	\$15.47	\$15.59	\$16.03	\$16.35	\$16.68
General Helper "E"	\$14.80	\$15.24	\$15.70	\$16.17	\$16.30	\$16.76	\$17.10	\$17.44
General Helper "F"	\$15.35	\$15.81	\$16.28	\$16.77	\$16.90	\$17.38	\$17.73	\$18.08
Head Counter	\$17.75	\$18.28	\$18.83	\$19.39	\$19.55	\$20.10	\$20.50	\$20.91
Linen Maid	\$15.86	\$16.34	\$16.83	\$17.33	\$17.47	\$17.96	\$18.32	\$18.69
Concierge	\$15.94	\$16.42	\$16.91	\$17.42	\$17.56	\$18.05	\$18.41	\$18.78
Second Cook	\$17.45	\$17.97	\$18.51	\$19.07	\$19.22	\$19.76	\$20.16	\$20.56
Service Person "A"	\$16.60	\$17.10	\$17.61	\$18.14	\$18.29	\$18.81	\$19.19	\$19.57
Service Person "B"	\$15.69	\$16.16	\$16.64	\$17.14	\$17.28	\$17.77	\$18.13	\$18.49
Service Person "C"	\$15.69	\$16.16	\$16.64	\$17.14	\$17.28	\$17.77	\$18.13	\$18.49
Service Person "E"	\$16.60	\$17.10	\$17.61	\$18.14	\$18.29	\$18.81	\$19.19	\$19.57
Service Person "F"	\$14.50	\$14.94	\$15.39	\$15.85	\$15.98	\$16.43	\$16.76	\$17.10
Service Person "G"	\$15.69	\$16.16	\$16.64	\$17.14	\$17.28	\$17.77	\$18.13	\$18.49
Sous Chef	\$18.11	\$18.65	\$19.21	\$19.79	\$19.95	\$20.51	\$20.92	\$21.34
Waiter	\$14.16	\$14.58	\$15.02	\$15.47	\$15.59	\$16.03	\$16.35	\$16.68

Faculty Club	2005/11/21	2006/04/01	2006/12/01	2007/04/01	2007/06/01	2007/12/01	2008/04/01	2009/04/01
		3%	3%	3%	0.8%	2.0%+0.8%	2%	2%
Baker	\$17.84	\$18.38	\$18.93	\$19.50	\$19.66	\$20.21	\$20.61	\$21.02
Baker's Helper	\$15.69	\$16.16	\$16.64	\$17.14	\$17.28	\$17.77	\$18.13	\$18.49
Barman	\$16.60	\$17.10	\$17.61	\$18.14	\$18.29	\$18.81	\$19.19	\$19.57
Cook	\$17.84	\$18.38	\$18.93	\$19.50	\$19.66	\$20.21	\$20.61	\$21.02
Cook's Helper	\$16.59	\$17.09	\$17.60	\$18.13	\$18.28	\$18.80	\$19.18	\$19.56
Counter	\$16.73	\$17.23	\$17.75	\$18.28	\$18.43	\$18.95	\$19.33	\$19.72
Dishwasher	\$14.16	\$14.58	\$15.02	\$15.47	\$15.59	\$16.03	\$16.35	\$16.68
Head Barman	\$17.52	\$18.05	\$18.59	\$19.15	\$19.30	\$19.85	\$20.25	\$20.66
Head Counter	\$17.75	\$18.28	\$18.83	\$19.39	\$19.55	\$20.10	\$20.50	\$20.91
Linen Maid	\$15.86	\$16.34	\$16.83	\$17.33	\$17.47	\$17.96	\$18.32	\$18.69
Maitre D	\$18.11	\$18.65	\$19.21	\$19.79	\$19.95	\$20.51	\$20.92	\$21.34
Receptionist	\$14.38	\$14.81	\$15.25	\$15.71	\$15.84	\$16.29	\$16.62	\$16.95
Second Cook	\$17.45	\$17.97	\$18.51	\$19.07	\$19.22	\$19.76	\$20.16	\$20.56
Service Person "C"	\$15.69	\$16.16	\$16.64	\$17.14	\$17.28	\$17.77	\$18.13	\$18.49
Sous Chef	\$18.11	\$18.65	\$19.21	\$19.79	\$19.95	\$20.51	\$20.92	\$21.34
Waiter	\$14.16	\$14.58	\$15.02	\$15.47	\$15.59	\$16.03	\$16.35	\$16.68

ARTICLE 28 SALARY POLICY

28.01

The rates of pay in effect are cited in Article 27.

In the event that the Quebec government changes salary policy in the public and parapublic sectors, such changes are applied to the present agreement.

28.02

Red-circled employees

The employees whose salary rate, on the day preceding the date of increase in rates of pay and salary scales, is higher than the single rate or the maximum of the salary scale in effect for his position is entitled, on the date of the increase in rates of pay and salary scales, to a minimum rate of increase equivalent to half the percentage of increase applicable on 1 December of the period in question, in relation to the preceding 30 November, at the single salary rate or the maximum of the salary scale in effect for his position on the preceding 30 November.

If, when applied, the minimum rate of increase determined in the preceding paragraph results, on 1 December, for an employee who was a red-circled employee on 30 November of the preceding year, in a salary lower than the

maximum level of the scale or single rate in effect for his position, then this minimum rate of increase is raised to the percentage necessary for the employee to reach this level of the salary scale or this single rate of pay.

Where there is a difference between, on one hand, the percentage of increase of the highest level of the scale or of the single rate of pay in effect for the employee's position and, on the other hand, the established minimum rate as set out in the preceding paragraphs, this difference shall be paid to the employee in a lump sum, computed on the basis of his rate of pay on 30 November.

The lump sum shall be divided and paid out at each pay period, prorated according to regular paid hours for the pay period.

ARTICLE 29 REMUNERATION MECHANISMS

29.01

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 article 27, 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 or Mr. Gilles Ferland may be designated as an 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;
 - a) the ranking already established for the other jobs in the University sector.
 - b) if he is unable to base his judgement using the criterion in a), the arbitrator may use the ranking determined in the classification plan of the public sector - trades and services employees - or that which exists in the para-public sector (CEGEP, School Commissions, Hospitals).

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.

- 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 30 PAYMENT OF SALARIES

30.01

Employees will be paid each Thursday for the regular hours worked the preceding week. The employees will be paid by direct deposit.

When the date of salary payment coincides with a paid holiday, as stated in this agreement, the employees will be paid on the preceding working day.

30.02

The following information is to be included in the cheque stub:

- the name of the University;
- the surname and given name of the employee;
- the identification of the employee's occupation;
- the date of the payment and the work period corresponding to the payment;
- the number of hours paid at the prevailing rate;

- the number of hours of overtime paid with the applicable increase;
- paid holidays and vacations;
- the nature and amount of the bonuses, indemnities, allowances or commissions that are being paid;
- the hourly base wage;
- the amount of wages before deductions;
- the nature and amount of the deductions effected;
- the amount of the net wage paid to the employee.

30.03

When an employee leaves the employment of the University, he will receive a statement of the salary and benefits which are owed to him.

30.04

If there is an error on a paycheque the University undertakes to make the appropriate correction as soon as possible.

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.

30.05

No deductions will be made from an employee's salary for the breakage or loss of whatever article.

ARTICLE 31 PREMIA

31.01

a) Evening premium:

As of June 3rd, 2007, any employee for whom half or more of his regular working hours fall between 3 p.m. and 11 p.m. will receive a premium for each hour worked:

03/06/07	01/12/07	01/04/08	01/04/09
0.68\$	0.69\$	0.70\$	0.71\$

An employee is not eligible to receive such premium while he is receiving the

overtime rate. This premium is not added to the regular salary in the calculation of remuneration for overtime.

b) Night Premium:

As of June 3rd, 2007, any employee for whom half or more of his regular working hours fall between 11 p.m. and 7 a.m. will receive a premium for each hour worked:

03/06/07	01/12/07	01/04/08	01/04/09
0.99\$	1.01\$	1.03\$	1.05\$

An employee is not eligible to receive such premium while he is receiving the overtime rate. This premium is not added to the regular salary in the calculation of remuneration for overtime.

- c) For the employee working on twelve (12) hour shifts, the applicable premium as stated in the present article is paid for each hour worked between 3 p.m. and 11 p.m. and between 11 p.m. and 7 a.m.

31.02 Premium for work performed on a Saturday or a Sunday

a) Work on Saturday

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

b) Work on Sunday

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

- c) An employee is not eligible to receive such premium while he is receiving the overtime rate. This premium is not added to the regular salary in the calculation of remuneration for overtime.

31.03 Stand-by Premium

An employee who must remain on stand-by will be advised in advance by his immediate supervisor. He must be able to arrive at work within his normal time period. An employee on stand-by after his regular workday or workweek will receive a premium of ten (\$10.00) dollars for each eight (8) hour period during which he remains on stand-by.

Any employee who reports for work while on stand-by will receive payment over and above the stand-by premium, according to the provisions of Articles 19

(Overtime) and 32 (Minimum Recall Pay). 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. All stand-by is optional. However, should there be no volunteers the provisions of Article 19 (Overtime) will apply.

31.04 a) Lead Hand and Workshop Responsibility Premium:

As of June 3rd, 2007, whenever the University designates the employee to act as lead hand or to be responsible for a workshop on a regular and continuous basis, his regular rate of pay will be increased by:

03/06/07	01/12/07	01/04/08	01/04/09
0.80\$	0.82\$	0.84\$	0.86\$

The salary thus increased will become the employee's new regular rate of pay.

b)

1. In addition to the tasks inherent in his job, and in addition to the tasks performed when responsible for a workshop as described in paragraph b) 2), the responsibilities of an employee who acts as a lead hand include among others, coordinating and distributing work to team members, ensuring that safety measures are observed, overseeing the preparation and distribution of material and tools, preparing progress reports on work performed by his team, and ensuring that his team's work orders are carried out under normal conditions.
2. In addition to the tasks inherent in his job, and in addition to the lead hand responsibilities described in paragraph b) 1), the responsibilities of an employee who is responsible for a workshop include, among others, ensuring that security measures are observed, maintaining an inventory of material and preparing the necessary requisitions, ensuring that work in his workshop is properly performed, ensuring the proper preparations and distribution of materials and tools, ensuring the proper maintenance of tools and maintaining the cleanliness of the work place.
- c) Under no circumstances will the premium provided in 31.04 a) be added to the premium provided in 31.04 b) when an employee acts as lead hand and is also responsible for a workshop.

ARTICLE 32 **MINIMUM RECALL PAY**

32.01

- a) An employee who returns to work after his regular hours of work at the

request of his immediate supervisor is paid the applicable overtime rate for each hour worked. For each recall, he is entitled to a minimum payment equal to three (3) hours at the applicable rate.

b) The provision of this clause will not apply:

- if there is continuity between the overtime period and the end of the employee's regular day of work;

- if there is continuity between the overtime period and the beginning of the employees regular day of work, provided the employee has received at least twelve (12) hours prior notice.

32.02

For purposes of this article, the meal break provided for in clause 19.07 a) (Overtime) is not considered to be an interruption of the regular work day.

32.03

For every recall during the employee's vacation period, all work performed will be paid at double time (200%), plus the salary received for the vacation period, and the recalled employee is guaranteed a minimum of four (4) hours at this rate.

32.04

The provisions of Article 19 (Overtime) will also apply to this article.

ARTICLE 33 **CLOSURE OF THE INSTITUTION**

33.01

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

In addition to the above the employee who remains at work, at the specific request of the University, is eligible for either a delay of the 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 34 **HYGIENE, HEALTH AND SAFETY**

34.01

a) The University and the Union, in order to prevent work accidents and illness, will collaborate to maintain the best possible safety and hygiene

conditions at work.

- b) The University and the Union will cooperate to prevent accidents, ensure safety and promote the health of its employees.

34.02

Within thirty (30) days following the signing of this collective agreement, a Joint Committee will be established as follows:

Building Services:

- 2 members for the Union
- 2 members for the University

Residences and Faculty Club:

- 2 members for the Union
- 2 members for the University

34.03 The Committee's functions are:

- to study and investigate all questions relating to the safety, hygiene, and the improvement of the physical environment of work, according to the provisions of the law;
- to formulate appropriate recommendations to the relevant departments, which will treat such recommendations as priority items;
- to see that the University and the employees respect their obligations emanating from the law and its regulations on matters of hygiene, health and safety at work;
- to assume any other function as prescribed by the law and its application to the institution.

34.04 Hazardous Conditions

An employee has the right to refuse to perform a task should he have reasonable motives for believing that the performance of this task may endanger his health, safety, or his physical integrity, or may have the effect of exposing another person to similar danger. However, an employee may not exercise the right provided in this paragraph if refusal to perform this task immediately endangers the life, health, safety, or physical integrity of another person, or if the conditions for performing this task are normal for the type of work he performs.

ARTICLE 35 SALARY CONTINUANCE

35.01

The employee who is unable to work following sickness or accident other than a

work-related accident is entitled to the following indemnity, upon submission to the designated representative of the Department of Human Resources of a written statement from the doctor treating the case:

a) Short-term Disability Plan:

In the case of short-term absence, the employee who has completed his probationary period shall receive his regular weekly salary, for a maximum period of six (6) months, all subject to the conditions of the Salary Continuance Plan and the University's current procedures for applying these conditions.

It is agreed that in order to benefit under the Short-term Disability Plan, the employee must be absent for three (3) consecutive days or more and must also justify this absence with a medical certificate from his doctor explaining the disability in question. In all cases where the employee is absent for less than three consecutive days, such absence will be classified and treated as provided for under article 35.04 paragraph b) (Incidental Illness).

b) Long-term Disability Plan:

If after six (6) months the employee continues to be totally unable to work and if he is eligible for Long-Term Disability Plan benefits, he is then entitled to receive the benefits provided for by the plan for the duration of his disability and until the normal retirement age.

35.02

An employee who makes a false statement in order to obtain sick leave is subject to disciplinary measures.

35.03

In order to be entitled to sick leave without loss of salary under the provisions of article 35.01, the employee must normally notify his immediate supervisor or deputy thereof before their regular working hours, as of the first day of his absence and subsequently once a week.

35.04

Without limiting the general provisions of Article 35.01, the indemnity-payable in virtue of Article 35.01, shall be in the manner and under the conditions listed as follows;

a) Short-term Disability and or Long-term Disability Plan:

In cases of absence due to sickness as mentioned in Article 35.01 a) and b), the employee must fulfil the conditions provided for in the said article and the applicable conditions listed below.

b) Incidental Illness

The employee who has completed his probationary period is entitled up to nine (9) days' sick leave per reference year, to be used for incidental illness unforeseen by the employee.

For the regular employees working on the week-end shift in Building Services or in Residences, the allotment of the bank of hours of sick leave as provided for in article 35.04 b) will be equal to the number of hours of work per week of the employee divided by thirty-eight point seventy-five (38.75), multiplied by nine (9) and multiplied by seven point seventy-five (7.75). When a regular employee takes a sick day, he will receive as compensation, an indemnity equal to his regular pay, with the weekend premium of the day if the day off is Saturday or Sunday. The University will deduct from the bank of sick days the number of hours that should have been worked that day.

The allotment of the bank of hours of sick leave for the regular part-time employees is established according to the formula described at Appendix E.

- i) Although a full medical certificate is not normally required for such absence, the University reserves the right at all times to request such a full medical certificate from the doctor treating the employee.
 - ii) Sick leaves mentioned in the present paragraph are not authorized or approved when they coincide with vacations, maternity or paternity leaves, short or long-term sick leaves or any other absence, whether paid or not, which is already covered by the present agreement.
 - iii) Any absence for sickness beyond the limits established in paragraph b) shall not be paid, unless the Department Head agrees to the use of accumulated vacation time and/or the employee's overtime credit.
- c) It is agreed that the University shall reserve the right at all times to verify the certificate supplied by the employee's doctor or to have the employee medically examined by a doctor named by the University.
 - d) The University shall treat medical certificates or the results of medical examinations confidentially.
 - e) No employee is obliged to tell his immediate superior the nature of his sickness, its diagnosis, or any other information relative to his ability to work that ought to appear on the medical certificate.
 - f) When an employee is absent for reasons of sickness, it is agreed that, if this employee fails to comply with the conditions of the present article, he shall be deprived of all pay for the duration of the sick leave that he has used and to which he might be entitled, so long as he fails to comply with

the aforementioned requirements.

35.05

When an employee undergoes a medical examination at the request of the University and in the office of the doctor named by the University, he does so without loss of pay; furthermore, the University shall approve the mode of transport required and pay for such transport. It is also agreed that the employee shall not be obliged to undergo an examination on a day when he has worked a shift between 7 p.m. and 7 a.m.

35.06

Upon returning to work, the employee who has received Salary Continuance benefits will be reinstated into his former position. The employee who has received benefits under the Long-Term Disability Plan will be reinstated into his former position if his absence is thirty (30) months or less, or, in case of an absence in excess of 30 (30) months, an available equivalent position. If no equivalent position is available, the provisions of Article 16 (Employment Security) apply.

35.07

To offset the total contributions by the University to Short-term Salary Continuance benefits, the University shall acquire the full amount of the abatement agreed to by the Unemployment Insurance Commission with regard to a registered plan.

35.08

It is agreed that, the terms of Article 35.04 b) i) notwithstanding, a regular employee shall not be obliged to supply a medical certificate until he has taken two (2) days within the year of reference from 1 June to 31 May.

It is furthermore agreed that the employee is entitled to use a total of two (2) days "incidental illness" (Article 35.04 b) per reference year in order to undergo medical tests or treatments. The employee's absence may be broken up into hours and should be computed for accounting purposes up to a maximum of two (2) days. Such absences for incidental illness must be supported by a full medical certificate.

35.09

The first two (2) working days of every absence of three days or more within a reference 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 35.04 b).

When the employee's bank of incidental illness days is empty, the sick days are without pay, unless the employee decides to use days accumulated in overtime

or vacation days. These days are subject to the provisions of the present article.

35.10

Notwithstanding article 35.09, an employee who produces a medical certificate from his treating physician attesting the fact that 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 his bank of sick days per fiscal year.

For any additional absence, due to this illness, within the same fiscal year, article 35.09 will not apply to this employee. 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 35.04 b).

35.11 Medical Adjudication

If a grievance concerning the subjects mentioned in (i) and (ii) is not resolved at step 2 of the Grievance and Dispute Procedure, the Union may submit to arbitration. 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 Medical Adjudication 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.

If the University does not accept the medical adjudication process the Union shall, within twenty (20) working days of the refusal by the University, 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 36 **WORK ACCIDENTS**

36.01

- a) In the case of work-related accidents or sickness, the provisions of Article 36 shall apply in addition to the provisions of the Loi sur les accidents du travail et les maladies professionnelles insofar as Article 36 does not cover the same subjects.

In the case of a work-related accident, the University shall 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 accorded to by the CSST to the employee shall 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 shall be paid directly by the CSST in accordance with the applicable regulations.
- c) Notwithstanding the fact that the employee is receiving benefits from the CSST in accordance with paragraph b) of the present article, the said employee must complete, at the appropriate time, the McGill University eligibility forms in order to receive various benefits during the period mentioned in paragraph b) and in a manner fully compatible with the plans and procedures of the University.

36.02

The University reserves the right to have the employee examined at its expense by a doctor of its choice.

36.03

Upon returning to work, the employee shall be reinstated in his position if he was absent for thirty (30) months or less or, in the case of an absence in excess of

thirty (30) months, an equivalent available position. If no equivalent position is available, the provisions of Article 16 (Employment Security) apply.

36.04

The employee shall return to work on the first working day following the termination of benefits provided for in Article 36.01.

ARTICLE 37 **GROUP PLANS AND POLICIES OF THE INSTITUTION**

37.01

All employees are subject to University policy regarding Life Insurance and Long-term Disability Plans, as well as optional supplementary Health and Dental Plans. Once every year, each employee will receive an official statement of the amount of insurance payable to his beneficiary in the event of his death.

37.02

The cost of the University Life Insurance and Salary Continuance plans will be shared equally by the University and the employee. Once every year, each employee will receive an official statement of the amount of insurance payable to his beneficiary in the event of his death.

37.03

Participation in the supplementary Health Plan and Dental Plan is voluntary.

37.04

All employees are covered under the McGill University Pension Plan for members of the Service Employees Union, Local 800; the Pension Plan is deemed to be an integral part of this collective agreement.

The employer contributes seven point seventy-four percent (7.74%) of the base salary into each employee's pension plan. The "base salary" corresponds to the gross monthly salary, excluding overtime or any other payment excluded by virtue of the collective agreement.

37.05

Every employee is eligible for benefits under the tuition assistance policy, as described in Appendix F.

37.06

The University agrees to meet with the Union in order to discuss the insurance plans. The parties will meet following a written request by either party.

37.07

All employees receive a document from the employer summarizing the plans mentioned above. This document is regularly updated.

ARTICLE 38 **RETIREMENT**

38.01

The normal retirement date shall be the last day of the month in which the employee reaches the age of sixty-five (65).

38.02

An employee who has reached the age of sixty (60) years may retire at any time thereafter up to the normal retirement age, with prior notice of at least six (6) months. After such notice has been given, the decision may be altered only after agreement between the University, the Union and the employee.

38.03

Pension benefits payable on normal, early or late retirement shall be calculated in accordance with the applicable terms of the appropriate pension plan.

ARTICLE 39 **UNIFORMS**

39.01

Employees are entitled to a minimum of two (2) uniforms per year. These uniforms will be worn only at the place of work.

39.02

The Union stewards will be consulted on the choice of said uniforms.

39.03

The Building Servicepersons A are entitled to one (1) grey suit per year. Notwithstanding the above, Building Servicepersons B already on staff have the option of keeping their suit or changing it for a functional work uniform. These suits will be laundered and repaired by the University.

39.04

When an employee leaves the service of the University, he must return all uniforms and clothing items.

39.05

There will be one (1) winter coat per building for employees who must shovel snow.

39.06

The University reimburses, up to a maximum of forty dollars (\$40.00) per fiscal year, for the purchase of one (1) pair of safety shoes, by regular employees.

If the University requires the employees to wear safety shoes, the employer will reimburse the cost of one (1) pair of safety shoes, in the fall, up to a maximum of one hundred and thirty dollars (\$130.00).

ARTICLE 40 **ACQUIRED RIGHTS**

40.01

Employees who currently enjoy privileges superior to the provisions contained herein shall continue to benefit from these privileges for the duration of this agreement.

ARTICLE 41 **SUB-CONTRACTS**

41.01

The University may at any time, for specific reasons, use the services of an outside company, provided that such a decision:

- 1) does not lead to the laying-off, firing, termination, releasing, demotion or reduction in the regular work week of any employee covered by this collective agreement.
- 2) does not lead to a reduction in salary as a result of a transfer to a position with a lower salary or less favourable working conditions.
- 3) does not lead to a reduction in overtime normally performed by employees in the bargaining unit.

ARTICLE 42 **WORKLOAD**

42.01

The parties recognize that no employee will be required to do more than a normal workload.

42.02

Any dispute related to workload is subject to the grievance and dispute procedure.

ARTICLE 43 **SPECIAL PROVISIONS ALL DEPARTMENTS**

43.01

The University is to provide the employees with an adequate place in their building in which to take their meals. These premises shall be equipped with a table, chairs and if possible, a refrigerator.

43.02

An employee working in the kitchen or food service in one of the departments covered by the certification will receive two (2) free meals per work day.

43.03

An employee may refuse to perform any work in his regular working hours which is not expressly for the service of the University.

43.04 FACULTY CLUB

Tips left by guests of the Faculty Club will be turned over to the employees of the department concerned.

43.05

The University guarantees to all full-time employees covered by this collective agreement, the number of hours provided for by their respective classification for the normal day and week of work.

43.06

- a) During the period from May fifteen (15th) to Labour Day, the night shift employees may elect to work on the evening shift, with the exception of the Athletics Department.
- b) Employees who decide not to make use of the option of changing shifts provided for in clause 43.06 may be assigned to another building or buildings.

43.07

When the Mail Room Supervisor is absent for more than three (3) hours, the employee having the most seniority amongst those working in the Mail Room will receive a lead hand premium.

43.08

Building Servicepersons D have the option to become Building Servicepersons C, with the appropriate salary increase, subject to the provisions of Appendix C, Letter of Agreement 2.

43.09

After notifying the Department of Human Resources, the employee, accompanied by his Union representative, may consult his file in the presence of a representative of the University and request a certified copy of the necessary document or documents.

This file shall include:

1. Job application form;
2. Confirmation of hiring;
3. All authorizations for deductions;
4. All reports or disciplinary measures involving the employee with the exception of those removed from the file in virtue of article 11.04;
5. Reports must be numbered and dated;
6. Reports and medical certificates and any other document contained in the file.

The employee subject to a disciplinary measure shall have access to this file.

ARTICLE 44 TEMPORARY EMPLOYEES

44.01

The hiring or use of one (1) or more temporary employees must not have the effect of preventing the creation of a position, nor should it limit the number of positions required for the operation of a given department.

44.02

The hiring or use of part-time temporary employees must not have the effect of directly or indirectly causing the creation of part-time jobs, or of preventing the creation of full-time jobs.

44.03

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

ARTICLE 1 Purpose of Collective Agreement

The entire article applies

ARTICLE 2 Union Recognition and Management Rights

The entire article applies.

ARTICLE 3 General provisions

The entire article applies

ARTICLE 4 Certification and Scope of Application

The entire article applies.

ARTICLE 5 Definitions

The entire article applies.

- ARTICLE 6 Union Security**
The entire article applies.
- ARTICLE 7 Union Check-Off**
The entire article applies.
- ARTICLE 8 Union Activities**
The complete article applies with the exception of clause 8.12.
- ARTICLE 9 Grievance and Dispute Procedure**
The entire article applies except in case of lay off or dismissal during the probationary period, the temporary employee does not benefit from the grievance procedure.
- ARTICLE 10 Arbitration**
The entire article applies except in case of lay off or dismissal during the probationary period, the temporary employee will not benefit from the arbitration procedure.
- ARTICLE 11 Disciplinary Measures**
The entire article applies.
- ARTICLE 12 Probationary Period**
The article does not apply.
Temporary employees are subject to a probationary period of ninety (90) working days regardless of the number of hours worked during that day.
A temporary employee who attends work several times a day in the same day (broken schedule) will be credited for one (1) work day.
- ARTICLE 13 Seniority**
The article does not apply with the exception of clauses 13.09 and 13.10.
A temporary employee accumulates seniority based on the number of hours worked or considered as having been worked, subject to time off to which he is entitled. It is expressed in hours.
Once the probationary period is complete, the temporary employee accumulates seniority and his seniority is retroactive to the last of hire date.
The seniority of a temporary employee cannot be opposed to

the seniority of a regular employee.

In the case of the lay-off of a temporary employee at the end of the period for which he was recalled or hired; seniority ceases to accumulate and is maintained if the lay off period is less than twelve (12) months.

The University provides the Union on the 1st of each trimester a list of seniority for temporary employees. The list includes the name, the status, the job title, the work sector, the date of hiring and the seniority in hours.

ARTICLE 14 Employee Changes

The entire article applies

If no regular employee was awarded a vacant position according to the provisions of article 14.02 a) and 14.02 b), the vacant position must be filled according to the following:

- a) The position must be awarded and filled by the temporary employee who has the most seniority in the department among applicants, provided that he meets the normal requirements of the job.

The requirements must be relevant and related to the nature of the tasks as negotiated and defined in this agreement.

In case of grievance, the burden of proof is to be borne by the University.

- b) If none of the temporary employees within the department has been granted the position in accordance with the procedure provided in clause 44.14(a), the latter will be granted to the temporary employee within the bargaining unit having the most seniority within the University among the applicants, on the condition that he satisfies the normal requirements.

The requirements must be relevant and related to the nature of the tasks as negotiated and defined in this agreement.

In case of grievance, the burden of proof is to be borne by the University.

ARTICLE 15 Temporary Assignments

The article does not apply.

ARTICLE 16 Employment Security

The article does not apply.

ARTICLE 17 Lay off and Recall

The article does not apply

a) The temporary employee who has completed his probationary period will see his name added to the recall list at the end of his employment period.

b) Within thirty (30) days of signature of the collective agreement, the University will supply the Union with the recall list for temporary employees hired since the signature date.

Afterwards, this list is updated and is remitted to the Union on the 1st of every trimester. This list is divided by service and by seniority and includes the following information: employee number, name and address, telephone numbers (maximum 2), last temporary termination date, the end of the last period of employment and date of hire

c) Once temporary employment is terminated, the name of the temporary employee who has completed his probationary period will be added to the recall list. Registration is done by filling out the form provided by the Personnel Office, where the person specifies the service in which he desires to register to (Facilities Management, Residences or Faculty Club), and for which they satisfy the necessary requirements. An employee cannot register for more that one service at a time.

d) The University agrees to refer to the recall list for all temporary work which exceeds thirty (30) days and to offer available work to temporary employee in the department concerned who satisfies to all required qualifications, starting with the one with the most seniority.

e) For the purpose of the present; the University will communicate with the employee by telephone. It is up to the employee to transmit to the Personnel Office their telephone number(s) where they can be reached (maximum 2 numbers).

- f) If, after one (1) telephone call, the employee cannot be reached, the University will contact the next employee in the department concerned who has the required qualifications.
- g) The fact that an employee could not be reached is not considered to be refusal. If the employee cannot be reached repeatedly, the University will send him a registered letter to his last known address on file; asking him to confirm his availability. If the employee does not respond within five (5) days of receiving this letter, his name is removed from the recall list.
- h) The employee registered on the recall list maintains his seniority for twelve (12) months. However, the employee who refuses two (2) consecutive recalls loses the accumulated seniority:
 - unless the employee's acceptance involves breaking a contract with another employer of longer duration than that offered. In such a case, the employee must provide the necessary information when required;
 - unless the employee's refusal is the result of sickness or accident. In this case, the employee must provide a medical certificate.
- i) The employee registered on the recall list, can declare himself as not being available for a period not exceeding his paid vacation as per the terms of clause 21 (Vacation). In such case, the employee needs to advise the Personnel Office in writing with copy to the Union, indicating the start date and end date of his non-availability. This notice needs to be received at least five (5) days prior to the start date of the period in question.
- j) In the event of the continued absence of a regular employee, the University may extend the period of employment of a replacement employee until the return of the former employee.
- k) The preceding clauses do not apply to student employees hired as temporary salaried employees.

ARTICLE 18

Duration and Hours of Work

The article does not apply

ARTICLE 19

Overtime

	The entire article applies
ARTICLE 20	Seasonal Lay Off
	The article does not apply
ARTICLE 21	Vacation
	The article does not apply
	As of June 1st 2007, the temporary employee will be entitled to a vacation premium equal to six (6) percent and may elect to take time off, unpaid, up to a maximum of three (3) weeks without loss of seniority.
ARTICLE 22	Paid Holidays
	The entire article applies
	For each paid holiday not worked, the temporary employee will receive an indemnity equal to 1/20 of the wages earned during the four complete weeks of pay preceding the week of the holiday, excluding overtime
	To benefit from a paid holiday, the temporary 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.
ARTICLE 23	Social Leaves
	Labour Standards apply
ARTICLE 24	Parental Leave
	Labour Standards apply
ARTICLE 25	Leave for Public Service
	The article does not apply
ARTICLE 26	Unpaid Leave
	The article does not apply
ARTICLE 27	Rates of Pay
	As of June 3rd, 2007, the hourly rate of pay of a temporary employee is eighty-five (85%) percent of the regular hourly rate of the classification to which he is assigned as defined in article 27.
	As of June 3rd, 2007, the premium in lieu of benefits of four (4%) percent is included in the eight-five (85%) percent. The amounts accumulated until that date will be paid to the

employee at the time of departure or when he is appointed to a regular position.

ARTICLE 28

Salary Policy

The entire article applies

ARTICLE 29

Remuneration Mechanisms

The entire article applies

ARTICLE 30

Payment of Salaries

The article does not apply

The temporary employee will be paid each Thursday for the regular hours worked two (2) weeks prior. They will be paid by direct deposit.

In the event of an error on the pay of a temporary employee, the University will make the appropriate correction as soon as possible.

ARTICLE 31

Premia

The entire article applies.

ARTICLE 32

Minimum Recall Pay

The entire article applies

ARTICLE 33

Closure of the Institution

The article does not apply

A temporary employee will be paid for a shut down period which falls during the period the temporary salaried employee is at work.

ARTICLE 34

Hygiene, Health and Safety

The entire article applies

ARTICLE 35

Salary Continuance

The article does not apply

ARTICLE 36

Work Accidents

The article does not apply

The University pays the temporary employee who is absent from work due to a work related accident or sickness as defined by law ninety percent (90%) of his net salary for the first 14 days following his first day of absence. Then, the employee is paid directly by the CSST.

As for the remainder, the temporary employee and the University are governed by the provisions of the law relating to work-related accidents and sickness.

ARTICLE 37 Group Plans and Policies of the Institution

The article does not apply

Notwithstanding the preceding, temporary employees are eligible to the McGill University Pension Plan for Members of the Service Employees' Union 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 38 Retirement

The article does not apply

ARTICLE 39 Uniforms

The current practice will continue

ARTICLE 40 Acquired Rights

The article does not apply

ARTICLE 41 Sub-Contracts

The entire article applies

ARTICLE 42 Workload

The entire article applies

ARTICLE 43 Special Provisions

The entire article applies

ARTICLE 44 Temporary Employees

The entire article applies

ARTICLE 45 Printing of the Agreement

The entire article applies

ARTICLE 46 Appendices and Letters of Agreement

The article does not apply, except for Annex "A"

ARTICLE 47 Retroactivity

The entire article applies

ARTICLE 48 Duration of the Agreement

The entire article applies

ARTICLE 45 PRINTING OF THE AGREEMENT

45.01

The University will print the text of the collective agreement within the shortest delay possible following the signature. It will distribute copies to all employees and will provide a sufficient number of copies for the Union.

45.02

The collective agreement is printed in French and English.

45.03

The official text is the French version.

ARTICLE 46 APPENDICES AND LETTERS OF AGREEMENT

46.01

All appendices and letters of agreement are an integral part of the agreement.

46.02

If a clause or a provision of this agreement is or becomes invalid because of legislation this invalidity does not effect the rest of this agreement.

ARTICLE 47 RETROACTIVITY

47.01

This collective agreement will become effective by May 3rd 2007 and will have no retroactive effect except where a specific provision has been made.

ARTICLE 48 DURATION OF THE AGREEMENT

48.01

The present agreement will remain in force until November 30, 2012. It will have no retroactive effect except where expressly agreed to. Working conditions contained in the present agreement will apply until the signing of a new agreement, except during a legal strike or lock-out.

48.02

Six (6) months before the expiry date of the collective agreement, the parties agree to exchange their proposals concerning the renewal of the collective agreement and to jointly submit a request in writing to the Ministère du Travail to start a Mutual Interest Bargaining process.

48.03

If a collective agreement is not concluded after the period described in 48.02, the parties will follow an intensive negotiation calendar for a further six (6) months.

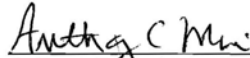
48.04

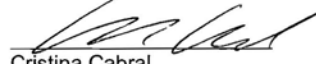
If at the end of the delay established in 48.03, there is no collective agreement, the parties agree to refer the matter to conciliation.

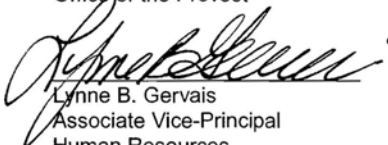
IN WITNESS WHEREOF, the parties have signed at Montreal, this 21st day of February 2008.

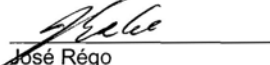
For McGill University

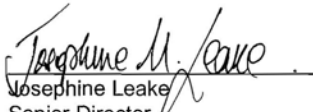
For the Service Employees Union,
Local 800, F.T.Q.

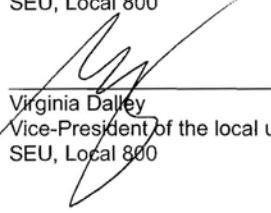

Anthony C. Masi
Provost
Office of the Provost

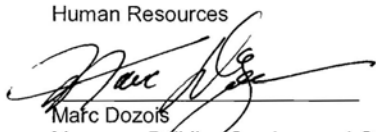

Cristina Cabral
Union Representative
SEU, Local 800

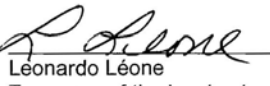

Lynne B. Gervais
Associate Vice-Principal
Human Resources

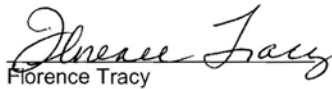

José Régo
President of the local union
SEU, Local 800



Josephine Leake
Senior Director
HR Professional Services
Human Resources

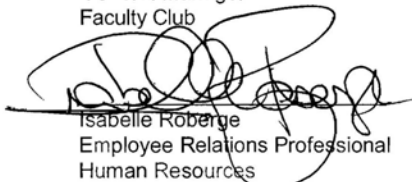

Virginia Dalley
Vice-President of the local union
SEU, Local 800


Marc Dozois
Manager, Building Services and Grounds
Facilities Management


Leonardo Léone
Treasurer of the local union
SEU, Local 800


Florence Tracy
Director
Residences and Student Housing


Nicholas Bourbounakis
General Manager
Faculty Club


Isabelle Roberge
Employee Relations Professional
Human Resources

APPENDIX A

CERTIFICATION

C.T. 86-12-M-244

BUREAU DU
COMMISSAIRE GENERAL
DU TRAVAIL

DOSSIERS : M-2936-39
(M-2936-27)
CAS : MR-003-10-86

MONTREAL, le 22 décembre 1986

P R E S I D E N T:
LE COMMISSAIRE GENERAL DU TRAVAIL
Robert Levac

L'UNION DES EMPLOYES (EES) DE SERVICE,
LOCAL 800 - F.T.Q.,
1665 est, rue Rachel,
MONTREAL, Québec
H2J 2K6

REQUERANTE,

-vs-

L'UNION DES EMPLOYES (EES) DE SERVICE,
LOCAL 298 - F.T.Q.,
1665 est, rue Rachel,
MONTREAL, Québec
H2J 2K6

INTIMEE,

-et-

UNIVERSITE MCGILL / Mc GILL UNIVERSITY,
845 ouest, rue Sherbrooke,
MONTREAL, Québec
H3A 2T5

MISE-EN-CAUSE.

D E C I S I O N

Le 1er octobre 1986, la requérante déposait
une requête en accréditation pour représenter le groupe suivant de sa-
larisés de la mise-en-cause:

"Tous les employés, salariés au sens du Code
du travail travaillant au service de terrains
et bâtiments, dans les sections de l'entretien
ménager, du courrier, et du stationnement et
garage, au Faculty Club, aux résidences
(Royal Victoria College et Co-Bd), à l'excep-
tion des employés de bureau, des techniciens
et des professionnels."

86 DEC 22 10:39

APPENDIX A

CERTIFICATION

Le 10 octobre 1986, l'intimée nous signifiait qu'elle ne contestait pas la présente requête.

Le 28 octobre 1986, la mise-en-cause donneit son accord sur l'unité de négociation proposée par la requérante.

La requérante possède le caractère représentatif requis par le Code du travail.

L'intimée ne possède pas le caractère représentatif requis par le Code du travail.

POUR CES MOTIFS, le soussigné,

ACCUEILLE la présente requête;

REVOQUE l'accréditation accordée à L'UNION DES EMPLOYÉS (EES) DE SERVICE, LOCAL 298 - F.T.Q., pour représenter:

"Tous les employés, salariés au sens du Code du travail travaillant au service de terrains et bâtiments, dans les sections de l'entretien ménager, du courrier, et du stationnement et garage, au Faculty Club, aux résidences (Royal Victoria College et Co-Ed), à l'exception des employés de bureau, des techniciens et des professionnels."

DE: UNIVERSITE Mc GILL / Mc GILL UNIVERSITY,
846 ouest, rue Sherbrooke,
Montréal, Québec
H3A 2T6

ACCREDITE L'UNION DES EMPLOYÉS (EES) DE SERVICE,
LOCAL 800 - F.T.Q., pour représenter:

"Tous les employés, salariés au sens du Code du travail travaillant au service de terrains et bâtiments, dans les sections de l'entretien ménager, du courrier, et du stationnement et garage, au Faculty Club, aux résidences (Royal Victoria College et Co-Ed), à l'exception des employés de bureau, des techniciens et des professionnels."

DE: UNIVERSITE Mc GILL / Mc GILL UNIVERSITY,
846 ouest, rue Sherbrooke,
Montréal, Québec
H3A 2T6


Robert Levac,
Commissaire général du travail

APPENDIX B SALARY POLICY

1. Retroactively as of April 1, 2006, the rates of pay provided for in article 27 for November 21, 2005, are increased by three percent (3%). Of the three percent (3%), two percent (2%) has already been paid out to the employees as specified in Government salary policy of April 1st, 2006.
2. Retroactively as of December 1st, 2006, the rates of pay provided for in article 27 for April 1, 2006, are increased by three percent (3%).
3. Retroactively as of April 1st, 2007, the rates of pay provided for in article 27 for December 1st, 2006, are increased by three percent (3%). Of the three percent (3%), two percent (2%) has already been paid out to the employees as specified in Government salary policy of April 1st, 2007.
4. As of June 1st, 2007, the rates of pay provided for in article 27 for April 1st, 2007 are increased by zero point eight percent (0.8%).
5. As of December 1st, 2007, the rates of pay provided for in article 27 for June 1st, 2007, are increased by two percent (2%) and zero point eight percent (0.8%).
6. As of April 1st, 2008, the rates of pay provided for in article 27 for December 1st, 2007, are increased by two percent (2%).
7. As of April 1st, 2009, the rates of pay provided for in article 27 for April 1st, 2008, are increased by two percent (2%).
8. The rates of pay will be adjusted on June 3rd 2007 and the retroactivity shall be paid on the pay of June 14, 2007, subject to this memorandum of agreement being signed no later than May 3, 2007.
9. The University will provide the Union with a list of employees who have left the University since April 1, 2006, including their last known address, who are eligible to a payment of retroactivity.

The said employees and their rightful heirs 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 **LETTERS OF AGREEMENT**

AGREEMENT NO. 1

Between: McGill University

And: Service Employees Union (Local 800), Q.F.L.

Subject: Premium of \$3.00 per week

Employees listed below receive a premium of \$3.00 per week. This premium will be in force as long as the employee continues to be employed in the "Bishop Mountain Hall" or "Douglas Hall" cafeterias.

Lacourse, Yves

Pinto, Luis

APPENDIX C **LETTERS OF AGREEMENT**

AGREEMENT NO. 2

Between: McGill University

And: Service Employees Union (Local 800), Q.F.L.

Subject: Building Service persons "D"

The employees listed below will retain their classification as Building Servicepersons "D" until their retirement. The employees who are interested in the position of Building Servicepersons "C" shall have an initiation and trial period of a maximum duration of thirty (30) working days actually worked. During this period, if the employee does not wish to remain in her new position of Building Serviceperson "C", she will return to her previous position and will not, by this fact, lose any of her rights acquired while in her previous position.

Dauphin, Gislaine

APPENDIX C **LETTERS OF AGREEMENT**

AGREEMENT NO. 3

Between: McGill University

And: Service Employees Union (Local 800), Q.F.L.

Subject: Seniority

Any regular employee with ten (10) years of seniority on December 17, 1987 will receive a premium of two (2) dollars per week in addition to his regular pay.

It is understood that this agreement will only apply to eligible regular employees currently employed by the University and that this number will be diminished by the departure of the beneficiary (attrition).

APPENDIX C LETTERS OF AGREEMENT

AGREEMENT NO. 4

Between: McGill University

And: Service Employees Union (Local 800), Q.F.L.

Subject: Certification and scope of application

Notwithstanding article 4.05 and 4.06, the deliveries and the pickup of packages and mail can be performed by the employees of printing services and mail room services assigned to deliveries.

APPENDIX C **LETTERS OF AGREEMENT**

AGREEMENT NO. 5

Between: McGill University

And: Service Employees Union (Local 800), Q.F.L.

Subject: Change in hours of work

Upon the signature of the memorandum of agreement the University will transfer twelve (12) positions of the night shift to the evening shift. Following the transfer of these positions, the evening and night shifts will be awarded according to the booking process while taking into account seniority.

APPENDIX C **LETTERS OF AGREEMENT**

AGREEMENT NO. 6

Memorandum of Agreement

Between: McGill University
AND: The Service Employees Union, Local 800, Q.F.L.
Reference: Agreement as to modification of a regular work week for personnel in Residences

The Parties agree to modify paragraph e) of article 18.01 of the collective agreement with the following text:

e) Residences

The duration of the regular work week is of thirty-five (35), thirty-seven and a half (37.5) or thirty-eight and three-quarter (38.75) hours spread out over five (5) work days of seven (7), seven and a half (7½) or seven and three-quarter (7¾) hours, except for specific work schedules in the following buildings:

Molson	McConnell	
Gardner	Douglas	R.V.C.

i) Maintenance Services

The regular work day begins between 7:00am and 9:00am and ends between 2:45pm and 3:45pm.

The evening and night schedules are:

5:00pm – 12:45am
7:00pm – 2:45am
12:00am to 7:45am

ii) Cafeteria

The regular work day begins between 5:00am and 12:00pm and ends between 12:45pm and 7:45pm.

Notwithstanding the preceding, a special work schedule applies to one particular position of “cleaning service person C” for each of the following buildings:

Molson	McConnell	
Gardner	Douglas	R.V.C.

This particular schedule is the following: five (5) working days are from Sunday to Wednesday inclusively and the Saturday. The hours of work from Monday to Wednesday are from 8:00am to 1:50pm and from 8:00am to 3:45pm on Saturday and Sunday.

APPENDIX C LETTERS OF AGREEMENT

AGREEMENT NO. 7

ENTENTE INTERVENUE

ENTRE : **Université McGill**
 (ci-après « l'Université »)

ET : **Union des employés et employées de service**
 section locale 800
 (ci-après « le syndicat »)

Nonobstant l'article 27 de la convention collective, les parties conviennent de modifier le taux de salaire du poste de préposé à l'entretien des immeubles H selon ce qui suit :


Année/mois/jour	Taux de salaire
2005/11/21	17.22 \$
2006/04/01	17.74 \$
2006/12/01	18.27 \$
2007/04/01	18.82 \$
2007/06/01	18.97 \$
2007/12/01	19.50 \$
2008/04/01	19.89 \$
2009/04/01	20.29 \$

La présente entente modifie la convention collective et sera déposée au Ministère du travail conformément au Code du travail.

EN FOI DE QUOI, les parties ont signé à Montréal ce ... 20 décembre ... 2007.

Pour l'Université

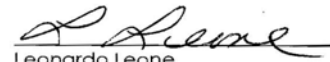
Pour le Syndicat


Robert Comeau
Directeur, Relations des
employés


Cristina Cabral
Représentante syndicale


Marc Dozois
Directeur, Service aux
Bâtiments et terrains
Gestion des installations


Jose Rego
Président de l'unité de base


Leonardo Leone
Trésorier de l'unité de base

CC/mgc [P6320] 2007-12-11

APPENDIX D DEFERRED PAYMENT LEAVE

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 theday 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 article 26.06 to 26.21 (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 theday of

Subject to the provisions of article 26.06 to 26.21 (Deferred Salary Leave), the period of leave shall begin immediately following the period of deferral.

3. Payment during the Period of Leave

The manner of payment during the period of leave shall be in installments 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 shall 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 shall 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 26.14 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 PRORATION OF TIME OFF FOR THE PART-TIME POSITION

Proration of time off for the part-time employees.

1. SUMMER FRIDAYS

The allotment of the bank of hours «Summer Fridays» is established as follows:

Part-Time

$\frac{\text{(Nb of months worked during the financial year)}}{(12 \text{ months})} \times \text{(Nb of SF during the lay-off period)}$

= nb day(s). For the number of hours, multiply the number of day(s) by the daily number of hours of work as stipulated in the working schedule of the employee.

Nb of hour(s) « Summer Fridays » X $\frac{\text{hrs worked during the week}}{\text{hrs of work of the classification}}$

Employees who are at work during the special summer period will be entitled to paid time off on summer Fridays.

2. VACATION

The allotment of the vacation days is established as follows:

Part-Time

$\frac{\text{(Nb of months worked during the financial year)}}{(12 \text{ months})} \times \text{nb of days according to article 21.02}$

= nb of vacation days. For the number of hours, multiply the number of day(s) by the daily number of hours of work as stipulated in the working schedule of the employee.

Nb of vacation days X $\frac{\text{hrs worked during the week}}{\text{hrs of work of the classification}}$

3. SICK DAYS (PI)

The allotment of the sick days is established as follows:

Part-Time

69.75 hours X $\frac{\text{hrs worked during the week}}{\text{hrs of work of the classification}}$

If an employee works at more than one classification or different hours, it will be taken into account.

APPENDIX F TUITION ASSISTANCE

The provisions relative to the reduction of tuition fees for full-time non-academic staff are as follows:

A. **DEGREE COURSES** (Government funded)

There is no longer a limit to the number of degree courses taken outside the normal work day for which a staff member will receive reimbursement.

Staff members will be reimbursed for up to four (4) half courses or two (2) full courses over a twelve (12) month period, including summer session, if taken during the normal work day.

B. **NON DEGREE COURSES** (not funded by the Government)

Up to four (4) half courses over a twelve (12) month period, including summer session, will be reimbursed if taken outside the normal work day.

When a staff member enrolls in courses during the normal work day, acceptance by the Faculty concerned and approval of the Department Head are required. For any courses taken during the normal work day, the time must be made up.

In all cases, the staff member must successfully complete the course to be eligible for reimbursement as follows:

20% with less than twelve (12) months' service at time of registration;

50% with 1 to 3 years' service;

90% with 3 or more years' service;

Full-time, non-academic staff whose date of employment is prior to September 1st 1975 will retain the right to 2/3's reimbursement for courses, until they have completed two (2) years of service at which time they will receive ninety (90%) according to the new policy.

STAFF FRENCH COURSES

Staff members with less than three (3) years' service will be reimbursed two-thirds (2/3's) of the course fee, and those with three (3) or more years of service will receive a ninety percent (90%) reimbursement.

DEPENDENTS OF NON-ACADEMIC STAFF

Degree or Diploma Course: If you have been employed with the University on a full-time basis for at least three (3) years, your dependent spouse or children may enroll in a regular degree or diploma course in any Faculty provided they are accepted by the Faculty concerned and maintain a satisfactory standing. In this case, they will be required to pay one-third (1/3) of the normal course fee.

PROCEDURE FOR RECEIVING TUITION ASSISTANCE

Staff members wishing to take advantage of the Tuition Assistance Policy must complete the appropriate forms before attending courses. These forms can be obtained from the Department of Human Resources. To be eligible to claim reimbursement under the policy, the staff member must be a full-time employee for the duration of the course.