

# **COLLECTIVE AGREEMENT**

**Between**

**McGill University Non-Academic Certified Association  
(M.U.N.A.C.A.) / Public Service Alliance of Canada  
(P.S.A.C.)**

**And**

**McGill University**

**Duration June 1, 2022 to May 31, 2024**

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## **Article 1 – Purpose of the Agreement**

### **1.01**

The purpose of this agreement is to establish and maintain good labour relations and an orderly collective bargaining relationship between the University and its employees represented by the Union, to establish and maintain equitable working conditions, to foster and promote good relations between the University and the employees and to facilitate the effective and equitable settlement of problems that may arise.

## **Article 2 – Union Recognition**

### **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 collective agreement.

### **2.02**

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

### **2.03**

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 2.05.

### **2.04**

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.

### **2.05**

The University is not bound to dismiss or transfer an employee because the Union has expelled them from their ranks.

### **Article 3 – Management Rights**

#### **3.01**

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

#### **3.02**

The University will treat its employees with justice.

### **Article 4 – Discrimination, Sexual Harassment and Harassment**

#### **4.01**

- a) The parties agree that the rights and obligations stipulated in the Quebec Charter of Human Rights and Freedoms, in the Act Respecting Labour Standards and Civil Code are an integral part of this collective agreement
- b) Every person has a right to full and equal recognition and exercise of his human rights and freedoms, without distinction, exclusion or preference based on race, colour, sex, gender identity or expression, pregnancy, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to palliate a handicap. Discrimination exists where such a distinction, exclusion or preference has the effect of nullifying or impairing such rights.
- c) The University is committed to employment equity in order to correct disadvantages in employment experienced by members of groups that have been shown to face persistent and systemic barriers to equity in employment.

The parties agree that the rights and obligations stipulated in McGill University's *Employment Equity Policy* are an integral part of this collective agreement.

#### **4.02**

Every Employee has the right to work in an environment which is free from any form of harassment.

#### **4.03**

The University must take all reasonable means to prevent psychological harassment and, when such conduct is brought to its attention, to put an end to it.

#### **4.04**

The term “psychological harassment” means any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affects an employee’s dignity or psychological or physical integrity and that results in a harmful work environment for the employee. For greater clarity, psychological harassment includes such behaviour in the form of such verbal comments, actions or gestures of a sexual nature.

#### **4.05**

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

#### **4.06**

The present article does not limit management rights as set out in Article 3 in areas such as, performance management, labour relations and discipline.

### **Article 5 – Scope of Application**

#### **5.01**

This collective agreement applies to all employees covered by the certification issued under the Labour Code who are:

*“All employees with the exception of employees with an academic function, employees whose function requires a university degree (professionals), excluding those already covered by the MUNACA unit, employees holding a position in Human Resources or Academic Personnel services (centralized or decentralized), assistants to deans, academic affairs officers, employees occupying a position in the offices of the Principal, Vice-Principals, Associate Vice-Principals, Legal Services or the University Secretariat, as well as employees already included in another bargaining unit.”*

#### **5.02**

If, during the lifetime of this agreement, the University is of the opinion that an employee should be excluded from the bargaining unit because they are no longer an employee within the meaning of the Labour Code, or for any other reason, and if this employee continues to perform most of the tasks which they performed in their previous position, the University must then proceed according to the provisions of article 39 of the Quebec Labour Code. The burden of proof rests with the University.

## **5.04**

Persons excluded from the bargaining unit will not perform work normally done by the different categories of employees covered by the bargaining unit, or any other work which by its nature could be included in the bargaining unit, except in the following cases:

- emergencies, not exceeding sixty (60) working days
- Volume of work, temporary lack of personnel
- training of employees
- practical training for students
- work performed by persons employed by the University covered or not by another bargaining unit normally performing the same kind of work, provided the University respects the terms of the certificate of accreditation
- use of casuals in accordance with Appendix 5.

## **Article 6 – Dues Check-Off**

### **6.01**

The University will withhold from the pay of each employee, included in the bargaining unit, the dues fixed by the Union, and remit the sum thus withheld to the Union Treasurer within ten (10) calendar days of the end of the month.

### **6.02**

In case of omission in good faith 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

### **6.03**

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

### **6.04**

In addition to the deduction of Union dues, the University will provide the Union with a list on a monthly basis of each employee from whom union dues have been withheld as follows: Name, McGill person ID, Amounts paid, Pay type. The list will be provided in a workable spreadsheet format.



## **Article 7 – General Provisions**

### **7.01**

The University will provide the Union on a monthly basis with the following lists (electronic medium):

- a) The name of newly hired staff;
- b) The name of each employee terminated, the date and reason of termination.
- c) All employees in the Bargaining Unit: name, email, position number, ID number, Dept. Code, Dept. Name, Building Code, Building Name, Job Profile number, Level, Salary Information, Scale Step, Status, Start Date, End of contract Date (if known), and Phone Number at work, Phone Number at home, Home Address. The employees are responsible for updating their personal information.
- d) All staff on leave at the date of the report and the type of leave;
- e) All employees who have left the Bargaining Unit and reason thereof, including the title, position number, and unit of their previous position and the position to which the employee has been promoted or transferred.
- f) A list of all job postings for positions in the bargaining unit posted in the previous month, including the position number, posting number, and date of posting.

### **7.02**

Once a year, on June 1<sup>st</sup>, the University will provide the Union with a list of employees placed on Relocation.

### **7.03**

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

### **7.04**

The Union may communicate with its members through campus mail and through electronic mail on the same basis as other employee associations.

### **7.05**

The University will supply suitable office space for the exclusive use of the Union on the downtown campus and at Macdonald campus, free of charge. The Union shall have the use of telephone and fax lines, the cost of these services to be borne by the Union.

## **7.06**

External advisors of the Union shall have access to University premises in order to meet with the Union or University representatives. Meetings with Union representatives during working hours are subject to prior arrangements being made with the respective supervisor. Meetings with the University representatives must be arranged in advance with Human Resources or delegate.

## **7.07**

The Union may post notices of meetings or other documents concerning Union business in locations agreed upon between the parties. These notices or documents must be clearly identified as being issued by the Union. The Union may distribute any information it judges necessary to employees covered by this collective agreement, provided that the Union is clearly identified as the source of the information

## **7.08**

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

## **7.09**

The University shall hold any employee harmless of civil responsibility for any action or omission in respect of which the University could be held vicariously liable as an employer, except in cases of gross negligence or an action not related to the employee's duties.

## **7.10**

The University will provide the Union free of charge (room only) with suitable rooms for the purpose of holding General meetings, if such rooms are available at the time selected by Union.

## **7.11**

If any new certification is required by law or the Employer for current employees, the training and fees necessary for such certification and its renewal will be paid in full by the University.

## **7.12**

The University will provide uniforms when required. The employee will be responsible for the upkeep of such uniforms.

When an employee leaves the employment of the University the employee will be required to return all the uniforms supplied by the University.

### 7.13

An employee is not required to serve refreshments or perform personal work for a superior. No employee will be assigned personal work which is not a service required for the University.

It is understood that all administrative and/or logistical procedures pertaining to the efficient functioning of a unit or of operations (for example, room reservations, ordering refreshments/food in preparation for meetings and coordinating with the catering service) are excluded from the application of the preceding paragraph. Social activities to which the whole team contributes and participates are also excluded from the application of the preceding paragraph.

## **Article 8 – Definitions**

### 8.01

**Casual:** is any person hired in accordance with Appendix 5.

### 8.02

**Employee:** is any person employed by McGill University whose position is covered by the certificate of accreditation issued under the Labour Code

### 8.03

**Full-time employee:** is any employee who works the standard hours for their occupational category, subject to article 20 (Hours of Work).

### 8.04

**Part-time employee:** is any employee who on a continuous basis works a fixed number of hours which is less than the standard hours for their occupational category, as defined in article 20 (Hours of Work).

### 8.05

**Probationary employee:** is any newly hired employee who has not yet completed their probationary period in accordance with article 15 (Probationary Period).

### 8.06

**Sessional employee:** is any employee appointed to a position of less than twelve (12) months in the reference year.

## 8.07

**Reference year:** is the period from June 1 of one year to May 31 of the following year.

## 8.08

**Disagreement:** is any dispute on a matter which does not concern the interpretation or application of the collective agreement.

## 8.09

**Grievance:** is any dispute relative to the interpretation or application of the collective agreement.

## 8.10

**Downward Transfer:** is the voluntary movement of an employee from one position level to another position level for which the minimum rate of pay is lower.

## 8.11

**Lateral Transfer:** is the movement of an employee from one position level to another position level for which the minimum rate of pay is the same.

## 8.12

**Promotion:** is the movement of an employee from one position level to another position level for which the minimum rate of pay is higher.

## 8.13

**Relocation:** An employee with employment security whose position has been abolished is considered to be on relocation until placed in a permanent position.

## 8.14

**Seniority:** is the length of continuous employment of an employee occupying a non-academic position at the University expressed in calendar years, months and days. For the purpose of employment security, seniority will be accumulated as defined at article 16.01. Part-time seniority is calculated on a pro-rata basis with respect to the standard weekly hours of work, as stipulated in article 20 (Hours of Work). In all cases, seniority is accumulated once the employee has completed their probationary period, retroactive to the date of hire. Overtime hours in excess of the standard hours of work are not considered for the purpose of calculating seniority.

## 8.15

**Spouse:** Means either of two persons who:

- a) are married or in a civil union and cohabiting;
- b) are living together in a de facto union and are the parents and/or legal guardians of the same child;
- c) have been living together in a de facto union for one year or more;

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

## 8.16

**Union:** is the McGill University Non-Academic Certified Association (M.U.N.A.C.A.) / Public Service Alliance of Canada (P.S.A.C.)

## 8.17

**Union representative:** is any employee who has been designated by the Union to perform union duties, subject to the provisions of article 9 (Union Activities).

## 8.18

**University:** is McGill University.

## 8.19

**Soft funds:** refers to funds received from various sources where there is no assurance that they will be renewed and mean the same thing as Research funds.

## **Article 9 – Union Activities**

### **9.01 General Provisions**

The Union accepts that its representatives or delegates must first discharge their responsibilities as employees in accordance with the other stipulations of this collective agreement.

The employee released from work in accordance with the stipulations of this article does not lose any benefits or privileges granted by this collective agreement.

For any matter pertaining to the interpretation or application of the collective agreement, any member of the bargaining unit has the right to be accompanied by one (1) Union delegate or representative for a meeting with a University representative.

## **9.02 Renewal of the Collective Agreement**

- a) From the twelfth (12th) month preceding the expiry date of this collective agreement, a maximum of four hundred and fifty (450) hours may be used by employees designated by the Union for the purpose of preparing for the negotiations for renewal.
- b) When the total number of banked days has been reached, the University invoices the Union for the cost of the additional liberation granted in accordance with the stipulations of the present clause. The Union reimburses the University within fifteen (15) working days of the invoice.
- c) The University authorizes the absence from work of four (4) employees, designated by the Union, to participate in negotiation meetings, at the time and for the duration of said meetings. For each negotiation meeting, the University shall also authorize the absence of one half-day (1/2) for the purposes of attending a bargaining preparation meeting prior to the negotiation meeting. Such absences from work shall not be deducted from the bank of working days provided in clause 9.03 (e).
- d) The employees shall be liberated without loss of salary, benefits or privileges provided by this collective agreement.
- e) A written request including the names of the employees concerned and the date of release shall be made to the respective supervisors excluded from the bargaining unit, with a copy to Human Resources (Employee Relations), at least five (5) working days in advance.
- f) Only the employees mandated by the Executive of the Union or the person occupying the Presidency may request authorization for absence from Human Resources (Employee Relations) as regards the stipulations of this article.

## **9.03 Union Activities**

- (a) The University will free without loss of salary, benefits or privileges provided by this collective agreement, on a full-time basis, two (2) members of the bargaining unit designated by the Union.
- (b) The Union will transmit in writing to Employee Relations, the names and the staff IDs of the two (2) members it wants to see liberated full time at least two (2) weeks prior to the effective date of the liberation.
- (c) If the employees so designated wish to return to their positions, notice of at least twenty (20) working days must be given to Human Resources (Employee Relations).
- (d) Upon returning to work, the employees shall be reinstated into their positions. If their positions have been abolished, the employees with employment security will be relocated in accordance with article 16 (Employment Security).
- (e) In the thirty (30) days following the signing of this collective 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 within fifteen (15) days of the nomination or election of a member to a different position.

- (f) Union officers and delegates are entitled to be absent from work in order to fulfill their obligations to the Union.
- (g) A maximum of one thousand (1000) hours per reference year may be used by employees designated by the Union for union activities, including the preparation for meetings of the Labour Relations Committee (clause 9.05 (b)); Staff Benefits Advisory Committee and Pension Plan meetings and preparation for such meetings (clauses 39.04 and 39.06, Group Plans of the University). The University will liberate such employees without loss of salary, benefits or privileges provided by this collective agreement.
- (h) At the end of its fiscal year, the University invoices the Union for the additional liberation hours used by the Union at the rate of (\$29,72) twenty-nine dollars and seventy-two cents per hour on June 1, 2022. The Union must pay the invoice within thirty (30) days of receipt of said invoice.
- (i) On June 1st of each following years, this rate will be increased by the same percentage as the salary raise provided to the employees.
- (j) A written request including the names of the employees concerned and the dates for release shall be made to the respective supervisors excluded from the bargaining unit, with a copy to Human Resources (Employee Relations), at least five (5) working days in advance
- (k) No Union representative or delegate shall leave their assigned place of work without having made the necessary arrangements with the appropriate supervisor excluded from the bargaining unit.
- (l) In the case of a hearing before the CNESST and, Tribunal du travail, the University authorizes the absence from work of one (1) employee designated by the Union to represent the Union at the time and for the duration of such hearings. Such absence from work shall not be deducted from the bank of working days provided in clause 9.03 (e).

#### **9.04 Grievances**

One (1) employee designated by the Union shall be liberated to attend Union/management meetings to discuss grievances and disagreements. Such absence from work shall not be deducted from the bank of working days provided in clause 9.03 (e). An employee thus designated shall not suffer any loss of salary, benefits or privileges as a result of attending such meetings. If a representative or delegate must leave their work during working hours, they must first advise their supervisor excluded from the bargaining unit.

## **Labour Relations Committee**

### **9.05**

- (a) The University and the Union will form a joint Labour Relations Committee. This Committee will normally be composed of a maximum of four (4) representatives of the University and a maximum of four (4) representatives of the Union. The Committee's mandate is to study and discuss questions, problems concerning working conditions or employer/employee relations, grievances and disagreements; review the relocation process in accordance with article 16 (Employment Security); deal with issues arising out of a position match/rematch and health and safety, and promote training opportunities. The Committee will meet monthly or as required, at the request of either of the parties. Meetings of the Committee and meetings to review and prepare for discussion the subjects of the agenda on the Meeting in accordance with 9.05 (b) will not be deducted from the bank of working days provided in clause 9.03 (e). The University will liberate members of the Committee without loss of salary, benefits or privileges provided by this collective agreement.
- (b) The members of the Committee may be absent from work one half (1/2) day before the beginning of the meeting in order to review and prepare for discussion the subjects of the agenda. The committee members must advise their immediate supervisor excluded from the bargaining unit, in writing, at least five (5) working days before the date of the meeting with a copy to Human Resources (Employee Relations). The request for liberation must stipulate the date and duration of the absence.

## **ARTICLE 10 – Grievance and Disagreement Procedure**

### **10.01 Scope of Procedure:**

It is the firm desire of the parties to resolve all grievances or disagreements equitably and as rapidly as possible.

The Union may submit a grievance by following the procedure described in this article. The Union may also submit a grievance on the behalf of an employee or group of employees.

### **10.02 Procedure**

#### **Step 1**

- a) Any employee with a problem concerning the application of their working conditions which could give rise to a grievance (Step 2) or disagreement shall request a formal meeting in writing with their supervisor. The request in writing may be made by the employee or the employee's union representative. The parties shall schedule the meeting at an agreed upon time and date within five (5) working days of the request. The Parties agree to meet as soon as possible.



- b) The employee may be accompanied by one (1) or two (2) Union representatives. The employee's immediate supervisor will normally be accompanied by a Human Resources representative or by any other employer's representative.
- c) If the employee is on an authorized leave, the Union representatives may meet on their behalf.
- d) After the meeting, the supervisor will communicate in writing their position regarding the situation raised by the employee, within a maximal delay of ten (10) working days from the date of the meeting. The parties may mutually agree to extend the timelines herein.

## **Step 2**

- a) If the problem or disagreement is not resolved at Step 1, or if the supervisor fails to provide an answer within the delay in Step 1 c), the Union shall have the right to submit a grievance or disagreement in writing to Labour & Employee Relations. Labour & Employee Relations shall render a written decision within fifteen (15) working days of receipt of the grievance or disagreement.
- b) A grievance must be filed no later than six (6) months after the occurrence of the events giving rise to the grievance, except when longer delays are provided by law.
- c) The grievance must contain a summary of the facts that gave rise to the grievance, the ID number and name of the employee(s) concerned (if applicable), the article(s) allegedly violated, and the relief requested.

## **Step 3**

- a) If the grievance or disagreement is not resolved at Step 1 or Step 2, or if Labour & Employee Relations fails to render a decision within fifteen (15) working days of the filing of the grievance at Step 2, the grievance or disagreement shall be placed on the agenda of the next Labour Relations Committee.
- b) The deadline for the Union to refer a grievance or disagreement to arbitration shall be ninety (90) working days from either:
  - i) The date of receipt of the response from Labour & Employee Relations to the Step 2 grievance; or
  - ii) If no response is received, sixteen (16) working days from the filing of grievance at Step 2;
- c) The Union will inform the Employer in writing of its request for arbitration. The written request shall include a copy of the grievance or disagreement. The written request shall include a list of recommended arbitrator(s).

However, the parties may continue discussions to find a mutually satisfactory solution to the grievance or disagreement throughout the process.

- d) A grievance concerning any of the following subjects may be filed in writing by the Union, directly to Labour &-Employee Relations (Step 2).
- Determination and payment of salaries or benefits from group insurance and pension plans
  - Educational assistance
  - Parental leaves
  - Position match
  - Short-term disability
  - Unpaid leaves of absence
  - Employment security
  - Exercise of Union rights
  - Selection of personnel and pertinence of other qualifying skills and abilities
  - Suspension or dismissal
  - Policy grievance related to the interpretation of the collective agreement
  - Job abolition
  - Discrimination and Harassment
  - Seniority

### **10.03 Arbitration Procedures:**

The parties agree to appear before a mutually agreed upon 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 Minister of Labour in conformity with the provisions of the Quebec Labour Code.

### **10.04 Arbitrator's Jurisdiction**

- a) In rendering a decision on any grievance or disagreement, the arbitrator must consider the letter and the spirit of the collective agreement. In the case of disagreements on working conditions not covered by this collective agreement, the arbitrator must consider the principles of justice and fairness as well as the general labour relations' policies which emerge from this collective agreement.
- b) In rendering a decision on a grievance, the arbitrator may not remove, amend, or modify anything contained in this collective agreement.
- c) In rendering a decision on a grievance concerning disciplinary measures, the arbitrator may confirm, modify or annul the disciplinary measure. The arbitrator may substitute for such a decision, a measure which, given the circumstances of the case, the arbitrator considers reasonable and just.

- d) The arbitrator may render any other decision which is fair and just under the circumstances, as well as determine, if applicable, the amount of compensation or damages to which an employee or the Union may be entitled, including the payment of interest in accordance with the provisions of the Labour Code.
- e) In the case of a resignation, the arbitrator may evaluate the circumstances surrounding the resignation of any employee and the value of said resignation.

#### **10.05**

No confession signed by an employee may be used against the employee during arbitration unless the confession was signed in the presence of a representative of the Union.

#### **10.06**

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

#### **10.07**

The arbitrator's fees and expenses shall be borne by the parties on an equal basis.

#### **10.08 Delays**

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

Any agreement between the parties made during the grievance and disagreement procedure, which resolves the grievance or disagreement in question, must be the subject of a document signed by the parties.

### **Article 11 – Administrative Measures and Dismissal**

#### **11.01**

Any employee called to a meeting by the University for the implementation of an administrative measure or an administrative dismissal has the right to be accompanied by two (2) Union representatives. Prior to the meeting, the employee will be informed in writing of the general nature of the problem for which the employee is called to a meeting, with a copy to the union.

**11.02**

Any administrative dismissal must be communicated to the employee in writing, indicating the reasons, with a copy to the Union.

**11.03**

No employee shall suffer termination for administrative reasons, nor a decrease in salary or salary range for administrative reasons, without cause, for which the University has the burden of proof.

**11.04**

Any administrative dismissal may be submitted to arbitration.

**Article 12 – Disciplinary Measures****12.01**

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

**12.02**

The University shall take no disciplinary action without just and sufficient cause, for which the University has the burden of proof.

**12.03**

Any employee called to a meeting by the University for disciplinary reasons has the right to be accompanied by two (2) Union representatives. Prior to the meeting, the employee will be informed in writing of the general nature of the problem for which the employee is called to a meeting, with a copy to the union.

**12.04**

The University must notify the employee who is subject to the disciplinary measure in writing, with a copy to the Union, within twenty (20) working days of the infraction or the University's knowledge of the action that caused the disciplinary measure to be taken.

**12.05**

If the University invokes knowledge after the fact, the University shall have the burden of proving that it acquired the knowledge of the infraction after its occurrence.

#### **12.06**

Any disciplinary measure must be communicated to the employee in writing, with a copy to the Union. This notification must state what action is to be taken by the University, the reasons for the action and the specific facts on which it is based

#### **12.07**

Only notices of disciplinary measures of which the employee has been informed, in writing, may be placed in the employee's file in Human Resources or submitted as evidence against the employee during arbitration.

#### **12.08**

The employee's official file is the file held by Human Resources.

#### **12.09**

Any disciplinary measure not taken in accordance with the present article is null and void.

#### **12.10**

All information concerning a disciplinary measure must be removed from an employee's file if, during the following twelve (12) months, no other record of a disciplinary infraction of the same type is placed in the file.

Notwithstanding the above, if an employee is absent for a period of more than thirty (30) days during the twelve (12) months period, this period will be extended by as many days as the duration of the absence.

#### **12.11**

A disciplinary measure that has been rescinded as a result of a decision in favour of the employee shall be withdrawn from the file.

#### **12.12**

A period of suspension shall not interrupt an employee's seniority.

#### **12.13**

Except in the case of a serious infraction, a suspension shall not take effect until two (2) working days following receipt of the disciplinary notice by the employee.

## **12.14**

The University shall have the burden of proving that the employee has received the disciplinary notice.

## **Article 13 – Job Posting and Selection of Personnel**

### **13.01**

Appointments to a vacant or newly created positions shall be made from among internal candidates on the basis of their skills, competencies, qualifications and seniority. In cases of equal skills, competencies and qualifications, seniority shall prevail.

### **13.02**

If a grievance is filed contesting the candidate selected or the pertinence of the other qualifying skills and competencies, stipulated in clause 13.06, the burden of proof rests with the University.

### **13.03**

If the University decides to fill a position that is vacant, the position will be posted within twenty (20) working days from the date the position became vacant for eight (8) working days. If the position is to be abolished or the posting deferred, the University will inform the Union of its decision within the above-mentioned delay.

In such a case, the deferral will be for a maximum of six (6) months. At the end of the six (6) months period, the position will have to be posted. If the position is not posted, it no will then be considered abolished. The Union will be informed if the position has been abolished.

A second deferral period of a maximum of six (6) months may be initiated ~~granted~~ if both parties consent.

### **13.04**

The University may fill a vacant or newly created position, without posting, by appointing:

- (a) an employee with employment security who has been given notice of abolition or has been placed on relocation. Such employees must be granted first priority in filling vacant positions.  
Or
- (b) an employee working in the department in which the position vacancy occurs, subject to the criteria stipulated in clauses 13.01 and 13.02;

### **13.05**

An employee in the department in which the position vacancy occurs, who has been notified of the vacancy and does not apply, will not be granted first priority when the position vacancy is posted in the bargaining unit.

### **13.06**

Information on the posting will include:

- position title
- position reference number
- Faculty or Department or Unit
- salary scale
- work schedule
- Up-to-date summary of responsibilities
- minimum education or equivalent and experience requirements
- other qualifications, skills and/or competencies which are pertinent to the job responsibilities, excluding those typically acquired during short term minimal training or on the job instruction
- supervisor's title
- posting date and expiry date of the posting
- the end date of the position if it is a position with an end date
- specification that the position is paid from research funds if it's the case

### **13.07**

Employees who wish to be considered for a vacant or newly created position must apply by submitting their application electronically by using the internal application tracking system, during the posting period.

An employee who is absent from work may apply for a posted position.

### **13.08**

The successful candidate who is absent from work must be available within ten (10) working days of nomination to the position. If the successful candidate is on maternity leave or extended parental leave or vacation, the University will appoint the employee upon their return.

### **13.09**

The University may cancel a posting prior to an offer of appointment being made by notifying all applicants for the position in writing as soon as possible after the date of cancellation, with a copy to the Union.

### **13.10**

Employees who are transferred, or promoted will have a trial period of thirty (30) worked days, unless otherwise specified. Under no circumstances will the trial period exceed 60 (sixty) worked days.

Close to the midpoint of the trial period, the employee will undergo a review. A copy of the review form, duly completed, will be given to the employee, with a copy to the union.

If during the trial period the employee does not satisfy the requirements of the position, the employee will return to their original position and working conditions. This return may be initiated by either the employee or their new supervisor. In both cases, the Union will be notified.

### **13.11**

The position held by the employee before being promoted or transferred can be filled on condition that the employee promoted or transferred successfully passed their trial period. If the University decides to fill the position left vacant, it will be posted as per Article 13.03.

### **13.12**

Internal candidates shall be notified in writing of the outcome of the selection process and if they did not meet the criteria stipulated in clauses 13.01, with a copy to the Union within ten (10) working days of the position being filled, unless otherwise agreed to by the parties.

### **13.13**

An employee who applies for a posted position and who withdraws their application or who refuses the position, in writing, will not suffer any prejudice concerning future applications.

### **13.14**

Positions are not considered vacant for reasons of maternity leave, sick leave, vacation or other authorized absences.

### **13.15**

If no internal candidate meets the criteria set out in clause 13.01, an external candidate may be appointed.



### **13.16**

In cases of appointments to Research Grants and Research Contracts, all provisions of this article apply with the exception that external candidates arriving with the researcher and having worked with the researcher at the same laboratory, may be appointed even where there are candidates in the bargaining unit who have the required skills, competencies, qualifications and seniority.

## **Article 14 – Temporary Assignments**

### **14.01**

A position temporarily without its incumbent may be filled without posting if the needs of the department so require.

### **14.02**

If the University decides to fill a position temporarily without its incumbent, first consideration will be given either to:

- (a) an employee with employment security whose position has been abolished or who has been given notice of abolition; or
- (b) to an employee from the department where the temporary assignment occurs, who has the ability to immediately and satisfactorily perform the duties of the position, subject to clauses 13.01 and 13.02 (Job Posting and Selection of Personnel)

### **14.03**

In the event that the temporary position is not filled in accordance with clause 14.02, for assignments over six (6) months, the University will post the temporary assignment under the Human Resources Website for five (5) working days. Applications for the temporary assignment must be made within this posting period.

Temporary assignments over six (6) months will be first offered to employees within the bargaining unit provided that they meet the above criteria. External applicants hired in temporary assignments over six (6) months will be hired in an “appointment with an end date”.

The position will be filled at the University’s discretion from among the applicants who have the immediate ability to satisfactorily perform the duties of the position.

In situations when a temporary assignment constitutes a downward transfer, the employee will receive the salary step immediately below their regular salary rate on the salary scale of the temporary assignment.

An employee must obtain their supervisor's authorization prior to accepting such an assignment. This authorization must not be unreasonably withheld.

#### **14.04**

To be eligible for temporary assignments, an employee must have accumulated six (6) months of seniority in their current position.

#### **14.05**

When the position temporarily without its incumbent is filled by a member of the bargaining unit, the employee will be paid the appropriate rate in accordance with article 23 (Salary Administration).

#### **14.06**

The employee who is temporarily assigned may return to their former regular position within ten (10) working days of their appointment, upon written notice to their immediate supervisor. This return may also be initiated by the new supervisor, within ten (10) working days of their appointment.

#### **14.07**

Positions left temporarily without their incumbents, other than those defined in clause 14.03, can be filled if the needs of the department so require. In such cases, the positions may be filled at the University's discretion with either members of the bargaining unit, members of the non-academic staff outside the bargaining unit or by casuals.

#### **14.08**

If there is a salary increase pursuant to article 23 (Salary Administration) during the temporary assignment, the employee will benefit from the increase for the duration of the temporary assignment.

#### **14.09**

At the end of the temporary assignment filled in accordance with this article, the employee returns to their previous position and salary, in accordance with article 23 (Salary Administration). If an increase took place during the temporary assignment, the employee benefits, upon return, from the increase to which the employee is entitled, as if they had not been on a temporary assignment. If their position has been abolished, the terms of article 16 (Employment Security) shall apply.

### **Article 15 - Probationary Period**

#### **15.01**

All newly hired employees are subject to a probationary period of sixty (60) worked days.

### **15.02**

Within ten working days (10) of the midpoint of the probationary period, the employee will receive a mid-probationary period review. A copy of the probationary period review form, duly completed, will be given to the employee, with a copy to the union.

### **15.03**

In all cases, If the University decides to terminate a probationary employee, the probationary employee must be given notice of termination, in writing, with a copy to the Union.

If the University decides to terminate a probationary employee beyond the midpoint, the probationary employee must be given a one-week notice or payment in lieu, unless such termination is for disciplinary reasons.

### **15.04**

The probationary employee is entitled to all the benefits of this collective agreement, unless otherwise specified. However, if the University decides to terminate the employee during his probationary period, the probationary employee does not have the right to the grievance and arbitration procedures.

### **15.05**

The end of the probationary period is confirmed in writing to the employee, with a copy to the Union

## **Article 16 – Employment Security**

### **16.01**

Employees whose salaries are paid totally from research funds, hired on or after June 1, 1993 are not covered by the provisions of this article. In the specific situations listed below, seniority for the purpose of employment security will be recognized as follows:

- (a) Employees who have acquired employment security, whether inside or outside the bargaining unit, will maintain it;
- (b) Employees from outside the bargaining unit, with a minimum of 2 years full-time continuous service at the University, will have 1 year of seniority recognized towards employment security once they begin working in a regular position within the bargaining unit;
- (c) Employees having accumulated a minimum of 2 years of seniority in a research funded position, will have 1 year of seniority recognized towards employment security once they begin working in a regular position within the bargaining unit.
- (d) Employees working in a temporary assignment, as defined at Article 14, who have accumulated on a continuous basis a minimum 2 years of seniority in such an

assignment will have 1 year of seniority recognized towards employment security once they begin working in a regular position within the bargaining unit.;

- (e) Employees hired into a “position with an end date”, other than a temporary assignment, will accumulate full seniority for the purpose of employment security as per article 16.02, as long as they have continuous service, for the same work and within the same Unit/Faculty. However, employees who have accumulated on a continuous basis a minimum 2 years of seniority, in a “position with an end date” worked in different Units/Faculties or doing different work will have 1 year of seniority recognized towards employment security once they begin working in a regular position within the bargaining unit.

#### **16.02**

An employee with twenty-four (24) or more months of seniority, and who is within the top ninety percent (90%) of the seniority list referred to in article 44, cannot be terminated from the employment of the University, or suffer a decrease in salary or salary range, except for administrative or disciplinary reasons.

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

#### **16.03**

An employee with less than twenty-four (24) months of seniority, or who has never been within the top ninety percent (90%) of the seniority list, may be laid off in accordance with clause 16.10.

#### **16.04**

If a position is abolished, the employee with employment security will be relocated without loss of salary into a position with similar working conditions within the University either at a level equal to that of their previous position or, if it is not possible, at a lower level without reduction in personal classification/level provided that they meet the qualifications required in the new position.

#### **16.05**

Where it is felt necessary by the University, retraining may be made available. The employee on retraining will receive full salary unless otherwise agreed to by the parties and any costs incurred relating to the retraining will be paid by the University.

#### **16.06**

If an employee refuses relocation to a position, without just cause, their employment will be terminated without severance pay.

#### **16.07**

If an employee refuses retraining, without just cause, their employment will be terminated as of the proposed date of retraining and the employee given severance pay in accordance with article 16.08.

#### **16.08**

Severance pay is one (1) month's salary for each year of seniority with a maximum of six (6) months' salary.

#### **16.09**

In the case of a job being abolished where the employee has employment security, at least two (2) months' notice must be given to the employee, with a copy to the Union.

#### **16.10**

In the case of a job being abolished where the employee has not acquired employment security, the employee who has less than five (5) years of seniority shall be given three (3) weeks, notice. The employee who has five (5) years or more of seniority shall be given notice of termination of employment in accordance with the Act respecting labour standards, with a copy to the Union.

#### **16.11**

An employee with employment security whose position has been abolished may be assigned to a position outside the bargaining unit:

- i. if at the time of the assignment, there is no vacant position in the bargaining unit for which the employee meets the minimum requirements; or
- ii. the assignment envisaged is temporary and there is no temporary position available in the bargaining unit at the time of the assignment, for which the employee meets the minimum requirements.

In either case, the Union shall be informed at the same time as the Employee.

#### **16.12**

An employee who has been assigned in accordance with clause 16.11 will be granted first priority for one year of the assignment should a permanent position be posted in the bargaining unit for which the employee has the skills, ability and qualifications and for which they have applied.

#### **16.13**

The University may reassign this employee into a permanent or temporary position in the bargaining unit during one year of the assignment, if the position outside the bargaining unit to which they have been assigned is at a lower classification/level or salary than the position held prior to the employee's assignment pursuant to clause 16.11.

#### **16.14**

The University may assign a non-academic employee from outside the bargaining unit with employment security, whose position has been abolished, to a position in the bargaining unit, as defined in clause 5.01 (Scope of Application), if after completion of the job selection process in accordance with article 13 (Job Postings and Selection of Personnel) the position is not filled by a member of the bargaining unit.

#### **16.15**

An employee without employment security whose job is abolished shall have his or her seniority maintained for a period of twenty-four (24) months and as such, shall be considered as an internal applicant for a period of twenty-four (24) months when they apply for a position during that period, subject to the criteria contained in 13.01.

An employee without employment security whose job is abolished, and whose salary is paid totally from research funds and has more than two (2) years of seniority but was hired after June 1, 1993, shall have their seniority maintained for a period of twenty-four (24) months and as such, shall be considered as an internal applicant for a period of twenty-four (24) months when they apply for a position during that period, subject to the criteria contained in 13.01.

With the exception of Articles 10 and 13, an employee whose seniority is maintained is not entitled to any other advantages or benefits provided in the collective agreement.

### **Article 17 – Temporary Lay-Off**

#### **17.01**

Temporary lay-off refers to any limited period of time during which a sessional employee does not report for work and is not in receipt of regular salary, but excluding any period of approved leave under article 31 (Parental Leaves), article 33 (Unpaid Leave of Absence) or article 37 (Salary Continuance).

#### **17.02**

Temporary lay-off shall not be considered to be termination of employment.

### **17.03**

Any vested vacation entitlement not yet taken by an employee who is temporarily laid off shall be taken immediately prior to lay-off. If necessary, the date of lay-off shall be adjusted to accommodate the vacation period.

### **17.04**

An employee who is temporarily laid off may elect to continue all or a portion of their benefits coverage, if any, for the duration of such lay-off by paying both the employee and the University shares of the cost of such coverage.

### **17.05**

Employees who are being temporarily laid off will be informed, in writing, by Human Resources with a copy to the Union, of their rights in order to make arrangements for continuation of benefits coverage, if desired, and of any other special arrangements to continue payments during the period of temporary lay-off.

## **Article 18 – Strike**

### **18.01**

The parties agree that during the term of this agreement there shall be no lock-out or strike (either complete or partial), slow-down, or other such concerted activity by the Union or its members.

### **18.02**

If an employee believes that, as a matter of conscience, they cannot cross a picket line, this act of conscience will be respected and no penalty will be imposed other than non-payment for the period during which services were not rendered. Employees who take that position will be expected to so advise their supervisor, department head or chair, as the case may be, and arrangements will be made to deduct the appropriate amounts from their salaries.

### **18.03**

Essential services must be maintained, in accordance with Appendix 6.

## **Article 19 – Closing of the University**

### **19.01**

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

## **19.02**

An employee who remains at work, at the specific request of the University, is eligible to take either time off equal to the number of hours actually worked between the authorised time of departure and the end of the regular work day at a mutually agreed time, or payment, at the regular rate, of the hours actually worked between the authorised time of departure and the end of the regular work day.

## **Article 20 – Hours of Work**

### **20.01**

Except for those employees subject to a particular work schedule, the standard work week for clerical, administrative, and nursing employees is thirty-three and three quarter (33.75) hours, Monday through Friday, and the standard work day is six and three quarter (6.75) hours. The daily schedule of hours includes an unpaid lunch period of one and a quarter (1.25) hours per day. In any case all employees must, get two consecutive days off, unless otherwise mutually agreed upon between the affected Department-unit and the employee.

Exception:

Night Stewards working in the Residences will be paid during their lunch period as they are required to remain available. Therefore, the standard work week for full time Night Stewards will be forty (40) hours.

### **20.02**

Except for those employees subject to a particular work schedule, the standard work week for technical and library assistants, and employees in Residences and Gault Estate employees is thirty- five (35) hours, Monday through Friday. The standard work day is seven (7) hours; the daily schedule of hours includes an unpaid lunch period of one (1) hour each day. In any case all employees must get two consecutive days off, unless otherwise mutually agreed upon between the affected Department-unit and the employee.

Exception:

At the Macdonald Campus farm the standard work week for all full-time technical employees is forty (40) hours per week with an unpaid lunch period of one (1) hour each day.

### **20.03**

Subject to receiving proper approval, services may operate on flexible schedules within standard work hours. Employees can request a flexible work schedule, including remote work, as per appendix 14.



## 20.04

The University may modify the existing hours of work or implement new schedules if it is necessitated by the needs of the service. The University shall make its best effort to post a written notice at least thirty (30) days before the date of implementation of such changes, with a copy to the Union.

This time limit can be modified by agreement between the parties.

If there is disagreement the Union may, within thirty (30) days of receiving the above-mentioned notice, request arbitration of the matter.

The arbitrator's mandate will consist in determining if the change in the hours of work was necessary or not. If the arbitrator decides that the change in question was not necessary, then the previous schedule is restored. In that case, the employee will be paid at the overtime rate for the hours worked outside of their regular schedule.

The University shall have the burden of proving that the change in schedule was necessary.

## 20.05

Documentation concerning Temporary Alternative Work Arrangements (TAWA) shall be copied to the Union.

## 20.06

(a) Summer Fridays are scheduled as follows:

When June 24 falls on :	The 9 Summer Fridays are taken:			The 10th Summer Friday is taken
Monday	June 21 June 28	July 5 July 12 July 19 July 26	August 2 August 9 August 16	Thursday, January 2
Tuesday	June 23 June 30	July 11 July 18 July 25	August 1 August 8 August 15 August 22	Friday, January 2
Wednesday	June 26	July 3 July 10 July 17 July 24 July 31	August 7 August 14 August 21	Thursday, December 24
Thursday	June 25	July 2 July 9 July 16 July 23	August 6 August 13 August 20	Thursday, December 23

		July 30		
Friday	June 27	July 4 July 11 July 18 July 25	August 5 August 12 August 19	Friday, December 23
Saturday	June 22 June 29	July 7 July 14 July 21 July 28	August 4 August 11 August 18	Tuesday, January 2
Sunday	June 22 June 29	July 6 July 13 July 20 July 27	August 3 August 10 August 17	Monday, December 24

- (b) If one or more of the summer Fridays off fall during the employee's vacation, the holiday(s) will be rescheduled at a time agreed between the employee and their immediate supervisor.
- (c) If the employee's services are required on a Friday morning during the special summer schedule, the employee shall receive either compensating time off or overtime pay on a straight time basis. When an employee's services are required on a Friday afternoon during the special summer schedule, the employee shall receive either compensating time off on a straight time basis or overtime pay at time and one half (150%), compensating time off having to be taken as soon as possible as agreed with their immediate supervisor.
- (d) Sessional employees who are on lay-off during the special summer schedule will, upon their return to work, receive the time off normally taken each Friday morning, pro-rated to the number of months actually worked.
- (e) In the event that an employee is absent on sick leave or maternity leave during the special summer schedule, compensating time off will not be given for summer Fridays off which occur during the sick leave or maternity leave.
- (f) An employee who, on a continuous basis, works a fixed number of hours which is less than the standard working hours for their occupational category, as defined in clauses 20.01 and 20.02, will be entitled to time off for summer Fridays on a prorated basis. If the department's requirements are such that it is impossible to grant all the time off to which the employee is entitled, the employee shall receive the payment for the time off not taken, at their regular hourly rate.

## 20.07

Existing daily schedules and particular work schedules other than the standard work week hours mentioned in clauses 20.01 and 20.02 in effect at the signing of this agreement will be maintained and may be changed hereinafter in accordance with clause 20.04.

## **20.08 Schedule**

### **20.08.01**

- a) No schedule shall require that an employee work both a Saturday and a Sunday in a given week, unless otherwise requested by an employee or given the application of article 20.08.01 b).
- b) Employees that apply for and are hired into positions identified as having regular, specific weekly evening and/or weekend work may be required to work evenings and both Saturdays and/or Sundays irrespective of their seniority, provided that said assigning of hours is consistent with the position as it was posted pursuant to 13.06.
- c) The parties recognize that casuals may be scheduled by the University to perform evening, night and weekend work.
- d) The University agrees to minimize the number of bargaining unit employees scheduled to work evenings, nights and weekends.
- e) Nothing herein precludes the parties from mutually agreeing to alternative scheduling arrangements for specific work locations covered by this Agreement.
- f) For the purposes of this Article, "posting" refers to the notification of all affected employees.

### **20.08.02 Libraries**

#### **20.08.02.01 Scheduling**

- a) In library branches or units, where there is more than one working shift, the University will establish every semester, the work schedule of the of the employee taking into account:
  - i. The employee's seniority;
  - ii. The branch's service requirements;
  - iii. The preference expressed by the employee, i.e. the preferred shift and weekend work (where applicable);

The dates of the fall and winter terms will be defined by the University calendar of academic dates.

If the University calendar of academic dates does not specify dates for the summer semester, the summer semester will start on the calendar day immediately following the end of the winter term and will end on the calendar day immediately preceding the beginning of the fall term.

- b) For greater certainty, in the event that an excessive number of employees express preference for specific hours of work, seniority shall be the determining factor for assigning the hours.
- c) For all semesters, the branch or unit will post its service requirements 2 months prior to the beginning of the semester. The employee must notify his immediate supervisor in writing within the 14 calendar days following the posting of the service requirements, of his preference as specified above. The resulting work schedule will be posted on a monthly basis at least thirty (30) days in advance in a location in full view of the employees
- d) No schedule in Libraries shall require that an employee work more than one evening per week, unless otherwise requested by an employee or given the application of article 20.08.01 b).

#### **20.08.02.02 Trading of hours**

After the schedules are posted, employees wanting to request a trade of their hours for a particular date with another employee, must sign an agreement to trade their scheduled hours with each other. The request for a scheduling change must be submitted to their immediate supervisor at least twenty-four (24) hours before the change will be in effect. The supervisor will approve the request if it doesn't generate overtime and if the branch can meet its service requirements.

#### **20.08.03 Macdonald Campus**

##### **20.08.03.01 Scheduling**

- a) The University will establish twice a year the work schedules of the employees working in the swine, poultry and dairy and fields departments taking into account:
  - i) The employee's seniority;
  - ii) The farm's operational requirements;
  - iii) The preference expressed by the employee, i.e. the preferred shift and/or weekend shift (where applicable);
- b) For greater certainty, in the event that an excessive number of employees express preference for specific hours of work, seniority shall be the determining factor for assigning the hours.
- c) For the summer schedule between April and September, the branch will post its service requirements on February 1st . The employee must notify his immediate supervisor in writing between February 1 and February 10, of his preference as specified above. The resulting work schedule will be posted on a monthly basis at least thirty (30) days in advance in a location in full view of the employees.

- d) For the winter schedule between October and March, the branch will post its service requirements on August 1st . The employee must notify his immediate supervisor in writing between August 1 and August 10, of his preference as specified above. The resulting work schedule will be posted on a monthly basis at least thirty (30) days in advance in a location in full view of the employees.

#### **20.08.03.02 Trading of hours**

After the schedules are posted, employees wanting to request a trade of their hours for a particular date with another employee must submit their request to their immediate supervisor at least twenty-four (24) hours before the change will be in effect. The supervisor will approve the request if it doesn't generate overtime and if the branch can meet its service requirements.

#### **20.08.04 Other Departments**

- a) Work schedule will be posted on a monthly basis at least thirty (30) days in advance in a location in full view of the employees.
- b) If evening and weekend work is offered to regular employees, it shall be offered in order of seniority to employees that regularly perform the work required. In the event that there are insufficient volunteers, the work shall be assigned in reverse order of seniority.

#### **20.08.05 Shift Premiums**

- a) Evening Premium:

Any employee for whom half or more of her working hours during any given work day falls between 16h00 and 24h00 will receive an evening hourly shift premium of ~~\$0.89~~ for each hour worked during that period. The Evening Premium shall be equivalent to the following amount:

<b>Evening Premium</b>	
As of June 1, 2022	\$1.04
As of June 1, 2023	\$1.07

Employees are not entitled to this premium when they are being paid at the rate provided for overtime.

- b) Night Premium

Any employee for whom half or more of her working hours during any given work day falls between 00h00 and 07h00 will receive a night hourly shift premium for each hour worked during that period. The Night Premium shall be equivalent to the following amount:

<b>Night Premium</b>	
As of June 1, 2022	\$1.46
As of June 1, 2023	\$1.51

Employees are not entitled to this premium when they are being paid at the rate provided for overtime.

Any employee for whom her regular work schedule falls entirely between 17h00 and 07h00 will receive for every hour worked the rate of premium applicable to the period in which the hours are worked. An employee is not entitled to this premium when they are being paid at the rate provided for overtime.

c) Weekend Premium:

Any employee who works during the weekend as part of her regular work schedule will receive a weekend hourly shift premium for each hour worked between 00h00 and 24h00 on Saturday and for each hour worked between 00h00 and 24h00 on Sunday. The Weekend Premiums shall be equivalent to the following amounts:

<b>Weekend Premium – Saturday</b>	
As of June 1, 2022	\$1.46
As of June 1, 2023	\$1.51

<b>Weekend Premium – Sunday</b>	
As of June 1, 2022	\$2.13
As of June 1, 2023	\$2.20

Employees are not entitled to such a premium when they are being paid at the rate provided for overtime.

d) For greater certainty, full-time employees who have to work occasionally outside their regular work hours will not receive the Shift Premium and Article 22 will be applied.

e) The premium rates will be increased at the same time and by the same percentage as the Salary Economic Increase.

f) The Weekend and the Evening or the Night shift premiums are cumulative.

## 20.09

An employee may request to be absent from work for less than half day periods and upon authorization from the immediate supervisor. The employee will make up this time within five (5) working days as approved by the immediate supervisor. The parties agree that this additional time will not be considered overtime as per article 22.

## **Article 21 – Rest Periods**

### **21.01**

All employees may take one (1) fifteen (15) minute rest period per complete continuous regular half day of work, without loss of salary.

### **21.02**

A "regular half-day of work" is one half of a "regular day of work". A "regular day of work" is determined by the hours of work of the occupational category into which the regular employee's position falls, as determined in article 20 (Hours of Work).

### **21.03**

The method of scheduling, timing and/or taking of such rest periods during the workday shall be determined by the management of each department or faculty. This may include combining one (1) of the two (2) rest periods with the lunch break. These rest periods are not cumulative and shall not be used to extend annual vacations, statutory holidays, or other paid leaves of absence.

## **Article 22 – Overtime**

### **22.01**

- (a) All work done by a full-time employee in excess of one hundred percent (100%) of the normal working hours for their occupational category, as defined in article 20 (Hours of Work) is considered as overtime, if it was approved in advance by the immediate supervisor
- (b) The parties agree that overtime work must be: - kept to a minimum - done in rotation among the employees of the work unit concerned who normally perform the work for which overtime is required.
- (c) An employee may refuse to work more than two (2) hours beyond their normal working hours (as defined at article 20.01 or 20.02) or more than fourteen (14) hours per twenty four (24) hour period, whichever period is the shortest, or if the employee has not been informed that they would be required to work five (5) days in advance, except when the nature of their functions require to remain available.

**22.02** All overtime work is paid as follows:

- (a) at time and one half (150%) in respect of hours worked after the normal working hours for the employee's occupational category or on Saturday; and
- (b) double time (200%) in respect of hours worked on Sunday or on the seventh day.

### **22.03**

An employee who is required to work on a paid holiday will be paid double time (200%) for the hours worked and be entitled to time off at a future date agreed upon between the employee and their immediate supervisor.

### **22.04**

Overtime should be settled by means of compensating time off whenever possible. If it is not possible for the employee and their supervisor to arrange compensating time off on a mutually agreeable basis, the employee shall be paid for overtime.

### **22.05**

In the event that a part-time employee works more than the normal number of part-time hours for their position, the part-time employee shall be paid as follows:

- a) straight time in respect of hours worked in excess of the normal full-time work day but not in excess of the normal full-time work week for the employee's occupational category, as defined in article 20 (Hours of Work); and
- (b) time and one half (150%) in respect of hours worked after the normal full-time work week for the employee's occupational category, as defined in article 20 (Hours of Work); and
- (c) double (200%) time in respect of hours worked on Sunday or on the seventh day.

### **22.06**

A part-time employee who is required to work on a paid holiday will be paid at double time (200%) for the hours worked and be entitled to time off at a future date agreed upon between the employee and their immediate supervisor.

### **22.07**

For employees subject to a particular work schedule, all work done in excess of the working hours defined in the work schedule will be considered overtime in accordance with the stipulations of this article.

## **Article 23 – Salary Administration**

### **23.01**

All generic job descriptions have a level and corresponding salary scale. Generic job description titles and levels are listed in appendix 7.



## **23.02**

Rates of pay for part-time positions are determined by applying the appropriate salary level.

## **23.03**

At the time of hiring or subsequent to hiring, no employee shall receive a salary that is below the minimum of the appropriate salary scale for their level.

## **23.04**

**Step 1:** in the event of a significant change (sudden or gradual) in the content of an existing position, a request for a Generic Job Description Rematch may be initiated by the employee and/or their immediate supervisor. Both parties should discuss the changes in the tasks and responsibilities. This should be documented on the request for rematch form, which is available on the Human Resources website.

**Step 2:** The immediate supervisor and/or the employee will submit the Request for Rematch Form to the Unit Human Resources Advisor or to a Direct Service Representative for review. Said review shall be carried out within 20 (twenty) working days.

**Step 3:** Once reviewed at step 2, the request for Rematch Form shall be submitted by the Unit Human Resources Advisor or the Direct Service Representative to Human Resources (Total Compensation), who will determine the appropriate match. In all cases, including request which do not result in a rematch, a confirmation memo will be sent by Human Resources (Total Compensation) to the Unit Human Resources Advisor or to the Direct Service Representative, who will in turn provide a copy of the confirmation memo to the employee, their immediate supervisor and the Union. This process will be completed within 30 (thirty) working days from the date the request is received in Human Resources (Total Compensation).

## **23.05**

The effective date of a rematch for the purposes of an increase in salary resulting from a rematch (if applicable) shall be the date of receipt of the completed Request for a Generic Job Description Rematch Form by the Unit Human Resources Advisor or the Direct Service Representative in accordance with Step 2 of Article 23.04

## **23.06**

Either party may decide to deal with issues arising out of the match or rematch of positions in the Labour Relations Committee, in accordance with clause 9.05 (a) (Union Activities).

### **23.07**

An employee who contests their generic job description match, following written confirmation by Human Resources (Total Compensation), may refer the matter to the Labour Relations Committee for review. If the matter is not resolved by the Labour Relations Committee, the employee may file a grievance at step 2, in accordance with clause 10.02 (e) (Grievance and Disagreement Procedure).

### **23.08**

Salary increases comprise:

- a salary scale revision (Economic increase);
- an automatic (Steps) progression (where applicable).
- Lump sum payment (as per 23.09)

### **23.09**

An eligible employee whose salary is within the salary scale for their level will receive the full-scale increase and automatic progression not to exceed the maximum of their level. An employee, whose salary is higher than the current salary scale maximum for the level of their position, will receive a lump sum payment (pensionable) equivalent to the economic increase paid to the eligible employees.

An employee must have started working in a position covered by the bargaining unit by December 31<sup>st</sup> of the previous year, in order to be eligible to the automatic progression (June 1<sup>st</sup> step increase).

### **23.10**

Subject to article 23.09, an eligible employee whose salary is above the scale maximum for their level shall be limited to the amount that would bring the employee's salary up to the new maximum for the level.

### **23.11 Promotion**

An employee who is promoted at a higher level than that of the employee's previous position will be granted a promotional increase equal to the greater of either:

- a) six percent (6%), without exceeding the maximum of the applicable salary scale, or
- b) the amount necessary to bring the employee's salary to the minimum of the salary scale for the new position.

Prior to proceeding with the following salary increase the employee will be slotted to the next closest (higher) step on the scale without exceeding the maximum of the applicable salary scale.

## **23.12**

An employee appointed to a position at a lower level without a corresponding reduction in salary, who is later promoted to a position with a level which is equal to or lower than the level of the position held prior to the appointment to the lower position will not receive a promotional increase.

## **23.13 Lateral Transfer**

When an employee transfers to a position in which the salary scale minimum is identical to that of the employee's previous position, there will be no salary adjustment.

## **23.14 Downward Transfer**

The salary of an employee who voluntarily transfers to a position at a lower level remains unchanged, at the time of the downward transfer, if the salary of the employee is within the salary scale for the new position. If the salary exceeds the maximum of the salary scale for the level of the new position, the salary will be reduced to the maximum of this salary scale. On the following salary increase (June 1st), their salary shall be paid at the step which is closest to, but not less than the employee's rate of pay.

## **23.15 Temporary Promotion**

An employee who is promoted for a temporary period of not less than one (1) month to a position, such that the minimum of the salary scale of the level of the new position is higher than that of the employee's previous position shall be granted a promotional increase for the period of the temporary assignment.

## **Article 24 – Rates of Pay**

### **24.01**

Subject to the provisions of clauses 23.10, 23.11 and 23.12 (Salary Administration), the salary scales and salaries of all employees are increased by:

- Three percent (3%) on June 1<sup>st</sup> 2022
- Three percent (3%) on June 1<sup>st</sup> 2023

## **Article 25 – Minimum Recall Pay**

### **25.01**

An employee who returns to work after their regular hours of work at the request of their immediate supervisor is paid the applicable overtime rate for each hour worked. For each recall, an employee is entitled to a minimum payment equal to three (3) hours at the applicable rate.

## **25.02**

The provisions of this clause do not apply if:

- a) there is continuity between the overtime period and the end of the employee's regular work day;
- b) there is continuity between the overtime period and the beginning of the employee's regular day of work, provided the employee has received at least twelve (12) hours' prior notice.

## **Article 26 – Stand-By Premium**

### **26.01**

An employee who must remain on stand-by will be advised in advance by their immediate supervisor. The employee must be able to arrive at work within the normal time period. An employee on stand-by after their regular workday or work week will receive a premium of for each eight (8) hour period during which the employee remains on stand-by. Starting on June 1, 2022, the stand-by premium will be increased each year by the same percentage as salary scales increases as defined in article 24.01. The Stand-By Premiums shall be equivalent to the following amounts:

<b>Stand-By Premium</b>	
<b>As of June 1, 2022</b>	<b>\$15.91</b>
<b>As of June 1, 2023</b>	<b>\$16.39</b>

### **26.02**

An employee who reports for work while on stand-by will receive payment over and above the stand-by premium, according to the provisions of article 22 Overtime) and article 25 (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, starting with the most senior employee. All stand-by is optional. However, should there be no volunteers in departments where there must be one or more employees on stand-by on a continuous basis, stand-by assignments will be distributed on a rotation basis (a list including everyone) among all the employees within the work unit starting with the employee with the lowest seniority.

## **Article 27 – Direct Deposit**

### **27.01**

Payment of salaries for all employees in the bargaining unit is made by direct deposit at the financial institution of their choice. In order to avoid delays in payment, it is the responsibility of the employees to enter their banking information, in the Human

Resources Information System (HRIS), as soon as they are hired or as soon as they change financial institution.

## **Article 28 – Vacation**

### **28.01**

All employees are entitled to a paid vacation, on the basis of their years of seniority, in accordance with vacation entitlements determined on June 1 of each year.

### **28.02**

- (a) Employees with less than one (1) year's seniority as of the thirty-first (31st) of May will be granted paid vacation at the rate of 1/4 of a week for each month of seniority as of that date, in accordance with clause 28.04;
- (b) Employees with one (1) or more years of seniority as of the thirty-first (31st) of May will be granted paid vacation in accordance with the following schedule:

Seniority	Vacation entitlement
1 year but less than 3 years	3 weeks
3 years but less than 7 years	4 weeks
7 years or more	5 weeks

### **28.03**

Sessional employees will be granted paid vacation determined as above, but pro-rated in accordance with the proportion of the year that is normally worked.

### **28.04**

Employees whose seniority commences prior to the sixteenth (16th) day of a month shall be given credit for a full month of seniority for the purpose of determining vacation entitlement.

### **28.05**

In the case of an employee who is permitted or required to work on a basis other than a five-day week with an equal number of working hours in each day, a vacation week or portion thereof shall be determined on the basis of the total number of hours worked in the employee's normal work week.

### **28.06**

The reference year for vacation purposes shall run from June 1 to May 31. Vacation earned by an employee during a reference year shall be vested in the employee as of the end of that reference year and may not be taken by the employee prior to the first (1st)

day of the following reference year, except for sessional employees who must take vacation in the year in which it is vested.

#### **28.07**

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

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

During the period between April 1 - April 30, the employee must notify their immediate supervisor, in writing, of their preferred vacation dates. The resulting vacation schedule will be posted at the latest by May 10th of each year, in a location in full view of the employees.

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

Vacation requests that will be granted after this period, will be approved on a first-come, first-served basis, provided that the needs of the department are respected.

#### **28.08**

Vacation must be taken during the reference year in which it is owed.

#### **28.09**

An employee may divide their vacation into as many calendar weeks or as many single days, up to a maximum of fifteen (15) working days, as they wish upon agreement with their immediate supervisor.

It is understood by the parties that any request for vacation that is not a full week of vacation (equivalent to the employee normal work week) will be considered single days for the application of this article.

#### **28.10**

- (a) An employee who is unable to take their annual vacation as a result of sickness, accident or work accident suffered prior to the start of their vacation, may delay their vacation to a later period within the reference year. However, the employee must advise their supervisor of the fact as soon as possible and provide justification for the postponement of their vacation. Upon agreement with their immediate supervisor, the employee may postpone their vacation period until the end of their incapacity or to a later date agreed upon with their immediate supervisor but in all cases within the reference year.

- (b) Any employee who is hospitalized due to an illness or accident which occurred during their vacation may postpone the remainder of their vacation, upon agreement with their immediate supervisor, either to the end of their incapacity, or to a later date agreed upon with their immediate supervisor

#### **28.11**

If, during the course of a reference year, an employee's status has changed from full to part-time or vice-versa, or if the employee benefited from an extended parttime leave of absence, vacation pay is calculated on a pro-rata basis for the full-time and part-time remunerated periods.

#### **28.12**

In the case of termination of service, an employee who has not yet taken all of their vacation, accumulated during the reference year preceding June 1, will receive remuneration equivalent to the number of vacation days to which the employee was entitled.

#### **28.13**

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

#### **28.14**

Vacation blackout periods are periods during which employees cannot book time off due to, and not limited to, peak periods, seasonal demand or special events. Units where vacation blackout periods are applied should keep them to a minimum. When blackout periods are scheduled, the dates shall be communicated to employees by March 1<sup>st</sup>, for the upcoming year.

### **Article 29 – Holidays with Pay**

#### **29.01**

A paid holiday is a twenty-four (24) hour period which begins at 12:01 a.m. on any of the established days.

#### **29.02**

The following days have been designated as paid holidays:

- New Year's Day
- Good Friday
- Easter Monday
- Journée nationale des patriotes
- La Fête Nationale

- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- Three (3) additional days over the Christmas period.

### **29.03**

If a paid holiday falls on a Saturday or a Sunday, the holiday is moved to the preceding or to the following workday.

### **29.04**

The dates of the six (6) 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 is:

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

### **29.05 Procedures**

- (a) An employee with an unexcused absence on the work day before or after a paid holiday will not be paid for that holiday unless the absence was due to personal illness, injury or other extraordinary circumstances.
- (b) When a paid holiday falls within an employee's vacation period, the employee shall be entitled to a postponement of the holiday to a date agreed upon between the employee and their immediate supervisor.
- (c) When a paid holiday falls on a full-time employee's day off, the employee shall be entitled to a postponement of the holiday to a date agreed upon between the employee and their immediate supervisor
- (d) When a paid holiday falls on a day normally worked by a part-time employee, the employee will be paid for that holiday. When a paid holiday falls on a part-time employee's day off, the employee will be paid 1/20 of the wages earned during the four complete weeks of pay preceding the week of the holiday, excluding overtime.



## **29.06 Floating Holidays**

- (a) Employees on staff as of June 1 in any year will be entitled to two (2) floating holidays to be taken during that reference year. Employees joining the University after June 1 but before December 1 will be entitled to one (1) floating holiday in the reference year. Employees joining the University on or after December 1 will not be entitled to floating holidays in that reference year.
- (b) The scheduling of floating holidays will be subject to individual arrangement between the employee and their supervisor.
- (c) Part-time employees working less than a five-day week will be granted floating holidays on a pro-rata hourly basis.
- (d) An employee may opt to convert the two (2) floating holidays provided in clause 29.06 to two (2) working days. By May 31 at 5:00 PM of any given year an employee who so chooses, must convert their two floating holidays by electing participation in the Human Resources Information System. No action shall be required of Employees who choose not to convert their two (2) floating holidays. The option to convert the two (2) floating holidays into two (2) working days is irrevocable. Under no circumstances can the option to work these two (2) days be revoked.

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

Part-time employees, who opt to work the floating holidays, will be compensated on a pro-rata basis.

## **Article 30 – Social Leaves**

### **30.01**

An employee is entitled to the following leaves without loss of salary or rights in agreement with the stipulations of this article.

### **Bereavement**

#### **30.02**

In the event of the death of a spouse or child, or the child of the spouse, the employee shall be entitled to five (5) working days.

#### **30.03**

In the event of the death of a mother, father, or, mother or father of the spouse, the employee shall be entitled to three (3) working days.

#### **30.04**

In the event of the death of a brother, sister, or, brother or sister of the spouse, the employee shall be entitled to three (3) working days.

### **30.05**

In the event of the death of a grandparent or grandchild, the employee shall be entitled to two (2) working days

### **30.06**

In the event of the death of an aunt, uncle, nephew, niece, daughter-in-law, son-in-law, sister-in-law or brother-in-law, the employee shall be entitled to one (1) working day.

### **30.07**

One additional day will be granted if the employee must travel more than one hundred and sixty (160) kilometers from their place of residence to attend the funeral. It is understood by the parties that if an employee does not take the bereavement leave in consecutive days, article 30.07 can be referred to only one time.

### **30.08**

When leave is granted, it must be calculated from the date of the death to a maximum of six months.

### **30.09**

As regards clauses 30.02, 30.03 and 30.04, in addition to the above, in the event of the death of an employee's spouse, child, father, mother, brother or sister, or the spouse's child, father, mother, brother or sister, the employee may take unpaid leave, accumulated vacation and/or accumulated overtime, not to exceed fifteen (15) working days.

## **Marriage**

### **30.10**

An employee will be entitled to five (5) consecutive working days of paid leave in the event of their marriage. The employee may add to this leave an unpaid leave and/or accumulated vacation, not exceeding fifteen (15) working days. These days must be scheduled within a maximum of six (6) months following their marriage.

### **30.11**

An employee shall be entitled to a paid leave on the day of the wedding of the employee's father, mother, son, daughter, brother, sister or child of their spouse

## **Moving**

### **30.12**

An employee shall be entitled to one (1) day of paid leave per reference year for the purpose of moving to a new permanent residence.

## **Legal Duties**

### **30.13**

An employee will be granted paid leave if the employee is called for jury duty or to act as a witness in a legal proceeding in which the employee is not a party. However, the employee shall be required to remit to the University any pay received for the fulfilment of these duties. If such pay is greater than their regular salary, the University will reimburse the difference to the employee.

### **30.14**

An employee will be granted paid leave if, in the course of their duties, the employee is called upon to act as a witness in a legal proceeding in which the employee is not a party. The employee will be paid at the overtime rate for any period during which their presence is required in court outside of their regular hours of work.

### **30.15**

If the presence of an employee is required in a civil, administrative, or penal court, in a legal proceeding in which the employee is a party, the employee shall be entitled to make use of any accumulated vacation, and/or personal leave, or may apply for an unpaid leave.

### **30.16**

An employee called to a hearing before one of the bodies of the CNESST, in a proceeding in which the employee is a party, shall be entitled to a leave of absence without loss of pay for the duration of the hearing.

## **Procedure**

### **30.17**

For the purposes of this article, "spouse" shall mean a person who (a) is married to the employee, or (b) has been residing with and is publicly represented as the consort of the employee for at least one (1) year, or less than a year if a child has been born of the union.

### **30.18**

When an employee is required to be absent for one of the reasons provided for under this article, the employee's supervisor must be informed as soon as possible.

### **30.19**

Proof or certification of the facts must be provided by an employee if required by their supervisor.

### **30.20**

Unless stipulated otherwise, "one (1) day of leave" is a full period of twenty-four (24) hours.

### **30.21**

Social leaves will not be granted if they coincide with vacation or any other leave provided by this collective agreement, except for clause 30.13 when an employee is called upon to act as a witness in a legal proceeding in which the employee is not a party but which pertains to University business.

## **Article 31 – Parental Leaves**

### **Maternity Leave**

#### **31.01**

In order to obtain a maternity leave, the employee must specify in writing to their unit/department head, the dates of their intended maternity leave at least two (2) weeks prior to the date of commencement of the leave and provide notice to Human Resources via the Human Resources Information System. The notice must be accompanied with a certificate from a legally qualified medical practitioner attesting to the pregnancy and the expected date of delivery.

#### **31.02**

The length of the prior notice may be shorter if there is a certificate from a legally qualified medical practitioner stating that the employee must leave their position sooner than expected. In this event, the employee will be exempt from the formality of a prior notice but will be required to provide the University with a medical certificate attesting to the fact that they were obliged to leave their position immediately.

#### **31.03**

The date of commencement of Maternity Leave shall be at the discretion of the employee concerned. However, if the employee has not commenced their Maternity Leave at least

six (6) weeks prior to the expected date of delivery, the University may require medical certification of the employee's ability to continue working. If the employee fails to provide such certification within eight (8) days from receipt of the written request, the University may immediately initiate the Maternity Leave

#### **31.04**

An eligible employee may take a Maternity Leave of up to twenty (20) consecutive weeks. The earliest date upon which Maternity Leave may commence shall be eighteen (18) weeks prior to the date of delivery. The Maternity Leave will end two (2) weeks after the actual delivery or when twenty (20) weeks of total Maternity Leave have elapsed, whichever is the later.

#### **31.05**

Medical leave required as a result of termination of pregnancy occurring before the twentieth (20th) week prior to the date of delivery will be treated as fully paid sick leave in the same manner as any other illness.

#### **31.06**

In the event of a termination of pregnancy in or after the twentieth (20th) week prior to the expected date of delivery, the employee's Maternity Leave will commence immediately and will end when twenty (20) weeks in total of Maternity Leave have elapsed

#### **31.07**

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.

#### **31.08**

If an employee presents a certificate from a qualified medical practitioner stating that the working conditions of their job contain physical danger or risks of infectious disease for themselves 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.

### **31.09**

If, before her Maternity Leave ends, an employee presents 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. In these cases, the Employee may be eligible for short-term disability, as per eligibility criteria in Article 37.

### **31.10**

When a newborn child is not in a state to leave the hospital or is hospitalized within fifteen (15) days of its birth, the employee may interrupt their 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 their baby is such that hospitalization is no longer required.

### **31.11**

An employee shall be considered to be on paid leave during any absence for medical appointments related to their pregnancy. They shall advise their employer as soon as possible of the time at which they are absent.

## **Indemnities**

### **31.12**

An employee who is eligible for QPIP shall be entitled to receive an indemnity payable until the end of the twentieth (20th) 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 Quebec Insurance Plan benefits (QPIP) which they will be receiving. For the purposes of this item, any amounts subtracted from QPIP, interest, penalties and other amounts recoverable under the terms of the QPIP 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.

### **31.13**

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 QPIP benefits, will be entitled to receive an indemnity payable until the end of the tenth (10th) week of Maternity Leave. Such indemnity will be equal to their 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.

### **31.14**

All contributory benefits plans will be continued in respect of an employee while she is receiving an indemnity under the terms of clauses 31.12 or 31.13.

### **31.15**

All indemnities received under the terms of clauses 31.12 or 31.13 will be adjusted to take into account any salary increases in accordance with article 23 (Salary Administration).

### **31.16**

In the case of Maternity Leave or portions of Maternity Leave for which there is no indemnity payable, the University will continue to pay its share of the costs of those benefits plans which the employee chooses to continue during the unpaid leave. The employee's contribution for all such benefits will be deducted from her final pay cheque before unpaid Maternity Leave commences. If the employee does not wish to pay the contributions, all employee-paid and shared cost benefits plans will be discontinued for the duration of the unpaid Maternity Leave.

### **31.17**

All non-contributory benefits plans will automatically be continued for the duration of the Maternity Leave whether paid or not.

### **31.18**

An employee will accumulate seniority while on Maternity Leave, including any extensions granted under the terms of clauses 31.04 and 31.09, but excluding any extension granted under the terms of clause 31.20.

## **Return to Work**

### **31.19**

During the fourth (4th) week prior to expiry of an employee's Maternity Leave, the University will send written notification of the date upon which her Maternity Leave will expire and notify her of the obligation to advise the University of her return to work under the terms of clause 31.20.

### **31.20**

The employee must give the University written notice of her intention to return to work not less than two (2) weeks prior to the date of her return. An employee who does not return to work as of the expiry date of the Maternity Leave will be granted an automatic four (4) week unpaid leave.

### **31.21**

If the employee fails to present herself for work at the expiry date of the four (4) week extension provided under clause 31.20, she will be deemed to have resigned and will be terminated accordingly.

### **31.22**

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.

### **31.23**

Upon her return to work at the end of her Maternity Leave, the employee will be reinstated in the position she held when Maternity Leave commenced. If her job no longer exists, she will be granted all of the rights and privileges she would have been accorded at the time her job was abolished had she been at work.

## **Adoption Leave**

### **31.24**

An employee shall obtain an Adoption Leave by submitting a notice in the Human Resources Information System and by sending a written notice to the unit/department head. This notice must be supported by documentation evidencing the fact of adoption.

### **31.25**

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

### **31.26**

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 the employee will receive full salary. This period is included in the sixty-five (65) week period provided in clause 31.37 (Parental leave).

### **31.27**

All benefits will be continued in respect of such an employee for the duration of the Adoption Leave.



### **31.28**

An employee will accumulate seniority while on Adoption Leave, but excluding any extension granted under the terms of clause 31.31.

### **31.29**

An employee who travels outside of Quebec in order to adopt a child, other than their spouse's, is entitled to a leave of absence without pay of a maximum duration of ten (10) weeks, as necessary for travelling, or, as the case may be, until the child is effectively under their responsibility. The employee who wishes to obtain such a leave should submit a notice in the Human Resources Information System and by sending a written notice to the department head at least two (2) weeks in advance.

### **Return to Work**

### **31.30**

During the fourth (4th) week prior to the expiry date of an employee's Adoption Leave, the University will send the employee notification of the date upon which the Adoption Leave will expire, with a copy to the Union.

### **31.31**

An employee who does not return to work as of the expiry date of the Adoption Leave will be granted an automatic four (4)-week unpaid leave.

### **31.32**

An employee who does not return to work at the expiry date of the four (4) week extension provided under clause 31.31 will be deemed to have resigned and will be terminated accordingly.

### **31.33**

Upon return to work from the Adoption Leave, the University will reinstate the employee to the position that the employee occupied before the Adoption Leave commenced. If the employee's position no longer exists, the employee will be granted all the rights and privileges that would have been accorded at the time the job was abolished had the employee then been at work.

### **31.34**

The salary which the employee will receive upon return to work, will be the salary the employee received when the leave commenced, increased by the amount of any salary

increases implemented during the course of the leave, in accordance with article 23 (Salary Administration).

### **Parental Leave and Extended Parental Leave**

#### **31.35**

The parents of a newborn child and an employee who adopts a child are entitled to a parental leave without pay of a maximum duration of sixty-five (65) weeks. The leave shall end no later than 78 weeks after the child's birth or adoption. In addition, following the end of the parental leave, the parents of a newborn child and an employee who adopts a child are entitled to an extended parental leave without pay which will end no later than 104 weeks after the end of the maternity, paternity or adoption leaves.

#### **31.36**

An employee who adopts the child of their spouse will also be entitled to a parental leave and an extended parental leave as described in 31.35

#### **31.37**

An employee wishing to continue their benefits plans shall indicate in writing prior to the commencement of the parental leave which benefits plans they wish to continue for the duration of the parental leave and extended parental leave. During the parental leave, the employee and the University will make the regular contributions payable under those plans. During the extended parental leave, the employee shall pay the total cost of any benefits to be further continued.

#### **31.38**

An employee will only receive credit for continuous service and seniority up to the end of the parental leave (for the purposes of the Vacation Policy). Credit for service for this purpose will not accumulate beyond the parental leave. The employee will not continue to accrue vacation while on parental and extended parental leave.

#### **31.39**

An employee, who does not take an extended parental leave, may have a part-time extended parental leave. 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 104 weeks after the maternity, paternity or adoption leaves. 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.

### **31.40**

For the duration of the extended parental leave or part-time extended parental leave, the employee may, upon written request to the University at least thirty (30) days in advance, change one (1) time their extended parental leave into a part-time parental or extended parental leave or vice versa, as the case may be, subject to any agreement with the University to the contrary. An employee on part-time parental or extended parental leave will receive credit for seniority, up to the end of the sixty-fifth (65<sup>th</sup>) week of parental leave. Furthermore, they shall accrue seniority on a pro-rated basis for the remaining period following the sixty fifth (65<sup>th</sup>) week.

An employee wishing to obtain full-time benefits coverage for the duration of the part-time parental or extended parental leave shall indicate in writing prior to the commencement of the part-time parental or extended parental leave which benefits plans they wish to continue for the duration of the part-time parental or extended parental leave.

During the part-time parental leave or part-time extended parental leave, the employee and the University will make the ~~regular~~ contributions payable under those plans based on the reduced salary.

### **Return to Work**

### **31.41**

During the fourth (4<sup>th</sup>) week prior to the expiry date of an employee's Parental or Extended Parental Leave, the University will send the employee notification of the date upon which the leave will expire.

### **31.42**

The employee must give the University written notice of the intention to return to work not less than two (2) weeks prior to the end of the Parental or Extended Parental Leave. Should the employee fail to provide such notice or fail to return to work at the expiry date of the Extended Parental Leave, the employee will be deemed to have resigned and will be terminated accordingly.

### **31.43**

An employee may elect to return to work prior to the anticipated expiry date of the Extended Parental Leave or part-time extended parental leave upon presentation of prior written notice of at least thirty (30) days to the Unit/Department Head.

### **31.44**

Upon return to work from the Parental or Extended Parental Leave, or part time Parental or Extended Parental leave the University will reinstate the employee in the position occupied before the original Maternity, Adoption or Paternity Leave commenced. If the employee's position no longer exists, the employee will be granted all the rights and privileges that would have been accorded at the time the job was abolished had the employee been at work.

### **31.45**

The salary which the employee will receive upon return to work, will be the salary the employee received when the leave commenced, increased by the amount of any salary scale increase implemented during the course of the leave, or automatic progression due the first twelve (12) months of the leave, in accordance with clauses 23.09 and 23.10 (Salary Administration).

### **Leave for Birth or Adoption**

### **31.46**

An employee may be absent from work for five (5) days paid leave at the time of the birth of their child, the adoption of a child or when a termination of pregnancy occurs starting from the twentieth (20<sup>th</sup>) week of pregnancy. The employee must inform the University of their absence as soon as possible. An employee who adopts the child of their 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 the father or mother's home or, as the case may be, the termination of pregnancy.

### **Paternity Leave**

### **31.47**

This paternity leave is in addition to the five (5) days paid leave provided under the leave for the spouse (birth or adoption) and the parental leave. 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 their child. This leave must be taken at the earliest in the week in which the child is born and end no later than seventy-eight (78) weeks after the child's birth. The employee must submit a request in the Human Resources Information System and notify the unit/department head in writing at least three (3) weeks before the start of his leave by indicating the anticipated starting date of the leave and the date of his return to work. This notice period may, however, be shorter if the child arrives before the expected date of birth. This leave cannot be interrupted without the authorization of the University or in specific cases mentioned in the Law. This leave cannot be transferred to the mother or shared with her.

## **Article 32 – Personal Days and Family Sick Days**

### **32.01**

**a) Personal Days:** An employee who is required to be absent from work for a personal reason, which is not covered by any other leave provided in this collective agreement, shall be granted paid leave to a maximum of two (2) working days per reference year, without loss of salary or rights. Personal days are to be used when an employee must be away from work for personal reasons (foreseen or unforeseen) requiring the presence of the employee.

**b) Family Obligations:** An employee may be absent from work, without pay, for ten (10) days per year to fulfill obligations relating to the care, health or education of the employee's child or the child of the employee's spouse, or because of the state of health of a relative or a person for who the employee acts as a caregiver, as attested by a professional working in the health and social services sector and governed by the Professional Code. Employees who must be absent for the above-mentioned reasons may choose to request a Personal Day (Article 32) or a Floating Holiday (Article 29.06).

**c) Family Sick Days:** Employees eligible to Sick Days (Incidental illness) also have the option to use up to three (3) of their nine (9) Sick Days (Article 37.01) as incidental Family Sick Days in order to care for the health of the employee's child or the child of the employee's spouse, or because of the state of health of a relative or a person for who the employee acts as a caregiver, as attested by a professional working in the health and social services sector and governed by the Professional Code.

### **32.02**

An employee requesting a Family Sick Day (32.01 b and c) must advise their immediate supervisor as soon as possible and take the reasonable steps within their power to limit the leave and the duration of the leave. A medical certificate will not be required, however, the University may sometimes request more detailed information depending on the nature of the absence or under special circumstances. The use of Family Sick Days will not be counted as absences for the purpose of short-term disability start dates.

### **32.03**

Personal Days and Family Sick Days may not be used as vacation, nor an extension of vacation or any other leave provided for by this collective agreement, with the exception of article 30 (Social Leaves).

### **32.04**

Personal Days and Family Sick Days must be taken in periods of not less than one-half (1/2) day.

### **32.05**

In the case of a predictable event requiring personal days or Family Sick Days, the employee shall advise the supervisor at least two (2) days ahead of time.

### **32.06**

Part-time employees may be granted personal days and Family Sick Days on a prorata basis. Notwithstanding clause 32.04, personal days for such employees may be taken in periods of less than one half (1/2) day.

## **Article 33 – Unpaid Leave of Absence**

### **33.01**

In cases not provided for by other leaves, an employee who, for a valid reason, wishes to obtain an unpaid leave of absence, must submit a written request to their immediate supervisor with a copy to Human Resources.

### **33.02**

The University will not refuse such a leave without valid grounds.

No request shall be denied, when the employee's presence is required owing to a serious accident or illness of a relative of the employee or a person for whom the employee acts as a caregiver, as attested by a professional working in the health and social services community.

### **33.03**

With the exception of article 31 (Parental Leaves) or other types of leave taken under the *Act Respecting Labour Standards*, the duration of an unpaid leave of absence shall not exceed twelve (12) months, unless an authorization to extend the leave has been granted.

### **33.04**

An employee shall be considered to have submitted their resignation on the date on which the leave commenced:

- a. if the employee uses the leave of absence for reasons other than those for which the leave was granted, or
- b. if the employee does not return to work at the end of the leave, unless the employee is prevented from returning for reasons beyond their control.

### **33.05**

Upon return to work, the University will reinstate the employee in their previous position. If that position no longer exists, the provisions of article 16 (Employment Security) will apply

### **33.06**

An employee requesting in writing to their immediate supervisor, with a copy to Human Resources to end a leave of absence without pay prior to the agreed upon date, may be reinstated upon reaching an agreement with the University. However, an employee who has been on an Unpaid Leave of Absence for more than four (4) months shall be reinstated prior to the anticipated date of expiry of the leave upon presentation of prior written notice of at least twenty (20) working days. Such notice may be given any time after the beginning of the fourth (4th) month.

### **33.07**

All benefits plans shall be discontinued in respect of the employee for the duration of the unpaid leave unless the employee shall have agreed, in writing, before commencing the leave, to pay the total cost of any benefits to be continued.

### **33.08**

An employee will not accumulate seniority while on an unpaid leave of absence for the purposes of article 16 (Employment Security) and article 28 (Vacation). However, such unpaid leave shall not constitute a break in continuity of seniority.

## **Article 34 – Deferred Salary Leave**

### **34.01**

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.

### **34.02**

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

"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.

"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 2.

"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 34.09, increased from time to time, by the interest earned thereon, less all amounts paid under the terms of the deferred salary leave contract.

"Period of deferral" is the number of years during which the remuneration is deferred, in accordance with clause 34.03.

"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.

"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.

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

### **34.03**

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

### **34.04**

During the period of the contract, the employee is not eligible for the Unpaid Leave of Absence provided for in article 33.

### **34.05**

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

### **34.06**

In order to benefit from a deferred salary leave, an employee must have employment security.

- c) Employees who wish to avail themselves of a deferred salary leave must submit a written request to their Department Head with a copy to Human Resources (Pensions and Benefits) 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.



- d) 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.

### **34.07**

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.

### **34.08 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.

### **34.09 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 year	3 year	4 year	5 year
6 month	75%	83.33%	87.5%	90%
9 month		75%	81.25%	85%
12 month			75%	80%

- 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 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, in as much as the employee is normally entitled, the employee accumulates seniority.
- (f) For the duration of the contract, including the period of leave, vacations are remunerated on the basis of the employee's net remuneration.

#### **34.10**

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

#### **34.11 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 37 (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 37 (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. Longterm 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 37 (Salary Continuance), the sickness is deemed not to have occurred during the period of leave. However, article 37 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 34.09.

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.

### **34.12 Occupational Disease and Work Accident**

When an occupational disease or work accident occurs, the provisions of article 36 (Health and Safety) 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.

### **34.13 Maternity Leave twenty (20) weeks and Adoption Leave ten (10) weeks**

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.

### **34.14 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.

### **34.15 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.

### **34.16 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 sessional 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 35 – Leave for the Public Service**

### **35.01**

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

### **35.02**

An employee who is a candidate to a federal or provincial seat is subject to the electoral law.

### **35.03**

An employee elected to a federal or provincial seat is put on a leave without pay for the duration of their mandate. When the employee returns to work, the University will reinstate the employee to their former position. However, if the employee's position has been abolished, the provisions of article 16 (Employment Security) will apply.

### **35.04**

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

### **35.05**

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

In such a case, a discussion shall happen between the employee and his supervisor, as soon as possible after the election to inform the immediate supervisor of the anticipated frequency and the possible duration of the planned absences. In addition, a written request stating the employee's name, and the nature and probable length of the absence, must be sent to the immediate supervisor, with a copy to Human Resources (Pensions and Benefits) for each one of the absences as a general rule at least five (5) working days prior to the date of the beginning of the leave.

## **Article 36 – Health and Safety**

### **36.01**

The University and the Union will cooperate to establish and maintain the best possible health and safety conditions at work in order to prevent occupational diseases and work accidents.

### **36.02**

Compliance with this article is evaluated by the Labour Relations Committee, in consultation with the University Health and Safety Committee.

### **36.03**

The University will ensure a first aid service during working hours and will, at the University's expense, have the employee transported to the hospital of their choice if their condition warrants it. The University will arrange for the return of the employee to the University or home, whichever is appropriate.

### **36.04**

The University will provide first-aid kits in places easily accessible to the employees

### **36.05**

The University will inform employees of the safety standards and regulations in force in the area in which they work. These standards and regulations, as well as emergency instructions regarding the premises and equipment and goods on the premises, will be posted in the appropriate places.

### **36.06**

If an employee discovers a deviation from the safety regulations, the employee shall inform the supervisor or department head of the area concerned. If the problem is not resolved in a satisfactory manner, the case shall then be submitted to the Labour Relations Committee which, in consultation with the University Environmental Safety Office, will make recommendations to the area concerned for remedial action.

In the event of a significant health and safety incident, the Employer shall inform the Union with the minimum of delay.

### **36.07**

An employee has the right to refuse to perform a task if the employee has reasonable grounds to believe that the performance of the task would endanger their health, safety or physical well-being, or would expose another person to a similar danger. An employee may not, however, exercise this right if their refusal to perform the task places the life, health, safety or physical well-being of another person in immediate danger or if the conditions under which the work is to be performed are normal for that type of work.

### **36.08**

Any special protective equipment or other articles required by law for the protection of the employees will be provided by the University, such items shall remain the property of the University.

### **36.09**

Employees whose health is threatened by the exposure to specific risks may be required to undergo a medical examination. When such examination is required by law, the University will assume the cost of the examination. The examination will take place during regular working hours, without loss of regular salary. A copy of the medical report will be given to the employee by the physician.

### **36.10**

Three (3) representatives designated by the Union, one (1) of whom shall represent Macdonald Campus, shall be appointed to the University Health and Safety Committee.

### **36.11**

Employees who are members of the University Health and Safety Committee will be released from their regular duties without loss of salary, benefits or privileges provided by this collective agreement for the purpose of attending Committee meetings. Such absences from work shall not be deducted from the bank of working days provided in clause 9.03 (e) (Union Activities).

### **36.12**

Nothing in this article can be interpreted as a renunciation by an employee or the parties as to their rights under the "*Loi sur les accidents travail et les maladies professionnelles* (R.L.R.Q. c. A-3.001), *Loi sur la santé et la sécurité du travail* (R. L.R.Q. c. S-2.1)".

## **Article 37 – Salary Continuance**

### **Incidental Illness**

#### **37.01**

The employee who has completed their probationary period is entitled to up to nine (9) days sick leave per reference year, to be used for incidental illness unforeseen by the employee and unrelated to workplace illness and injury, and in accordance with clause 37.07. Four (4) of these days may be taken in half (1/2) days.

An employee may use two (2) of the nine (9) days provide for in paragraph 37.01 in order to undergo medical tests or treatments.

#### **37.02**

A medical certificate will not normally be required in the case of an incidental illness; however, the University reserves the right to request such a medical certificate in a particular case.

#### **37.03**

Sick leaves mentioned in clause 37.01 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 this collective agreement. However, if during an employee's vacation, there should occur a serious illness or accident requiring hospitalization, then sick leave may be substituted for vacation.

#### **37.04**

Any absence for sickness beyond the limits established in clause 37.01 shall not be paid, unless the Immediate Supervisor to the use of their floating holiday, accumulated vacation and/or overtime credit.

### **Short-Term Disability**

#### **37.05**

The employee who is unable to perform the normal duties of their position and who is under medical care following sickness or accident, other than work related accident or occupational disease, is entitled to a sick leave indemnity in accordance with the following provisions.

### **37.06**

Notwithstanding the above, the University may assign the employee on short-term disability leave to duties compatible with their medical condition with the approval of the employee's attending physician.

### **37.07**

In order to be eligible for short-term disability benefits, the employee must have completed their probationary period and be absent for more than two (2) consecutive working days. The employee must justify this absence with a detailed medical certificate from a legally qualified medical practitioner to their local Human Resources Representative or to the Benefits Office stating:

- the diagnosis
- the prognosis (when available)
- the treatment plan (when available)
- the anticipated return to work date (when available)
- that the employee is unable because of sickness or accident, to perform the normal duties of their position.

An employee may choose to use their Paid Incidental Days balance rather than opt into Short Term Disability after two consecutive days.

The first two (2) working days of any absence, within a reference year, due to sickness or accident, other than work related accident or occupational disease, are classified and treated as Paid Incidental Illness days, in accordance with clause 37.01.

When the employee's bank of incidental illness days is empty, the sick days are without pay, unless the employee decides to use their floating holidays, vacation days, and/or accumulated overtime credit. These days are subject to the provisions of the present article.

An employee who is absent from work several times during a reference year for the same medical reason, as diagnosed by the employee's attending physician, will have a maximum of five (5) incidental illness days deducted from the bank of nine (9) paid incidental illness days, as a result of the application of this clause.

However, the employee who submits a medical certificate from their treating physician attesting the fact that they have a recognized disease that may cause the employee to be absent from work several times during a reference year, will have a maximum of two (2) incidental illness days deducted from their bank of incidental illness days per reference year, to cover for the waiting period for short-term disability benefits, for this disease.

For any additional absence, of more than two (2) days, due to this disease, within the same reference year, sick days due to this disease, will be paid as of the first day of



absence and these days will not be deducted from the employee's bank of incidental illness days provided for in article 37.01). Such additional absence of more than two (2) days due to this disease, must be justified as per clause 37.07.

### **37.08**

The duration of any short-term disability leave shall be as determined by a legally qualified medical practitioner. A short-term disability leave, without interruption, must not exceed one hundred and eighty-two (182) days' duration. A short-term disability leave which is interrupted but which relates to the same sickness must not exceed a cumulative period of one hundred and eighty-two (182) days within a period of twelve (12) months.

### **37.09**

Notwithstanding clause 37.08 above, in the case of a disability covered by the provisions of the Act Respecting Industrial Accidents and Occupational Diseases, the maximum duration of the short-term disability leave shall be twelve (12) months.

### **37.10**

An employee on short-term disability leave receives an indemnity equal to one hundred percent (100%) of salary as of the date of onset of short-term disability, reduced by the following amounts:

- all of the normal payroll deductions which must be made or would have been made had it not been for the disability leave;
- any amount of income received by the employee in respect of their disability, including payments under the Quebec Pension Plan, the Canada Pension Plan, any Workmen's Compensation Act or any other government compensation program.

### **37.11**

If an increase in salary takes place during the short-term disability leave, the employee benefits nonetheless from the increase to which the employee is entitled, as if the employee had not been on a short-term disability leave.

### **37.12**

An employee will accumulate seniority while on short-term disability leave.

### **37.13**

All contributory and non-contributory benefits plans will be continued in respect of an employee on short-term disability leave.

### **37.14**

The University reserves the right to require that an employee requesting a short-term disability leave, or any extension thereof, be examined by a legally qualified medical practitioner appointed by the University at the University's expense. The leave recommendation of the University's medical practitioner shall prevail. However, the Union may file a grievance in accordance with clause 10.02 (e) (Grievance and Disagreement Procedure).

### **37.15**

Upon their return to work, an employee will be reinstated into the position held at the commencement of the short-term disability leave.

If the employee's position has been abolished, the employee will be accorded the rights that would have been granted had the employee been at work.

### **Long-Term Disability**

### **37.16**

Subject to the terms of the long term disability plan, the employee will be eligible for long-term disability benefits at the expiry of the period stipulated in clause 37.08.

### **37.17**

An employee will not accumulate seniority while on long-term disability leave. Any vacation outstanding in respect of the employee at the expiry of the short-term disability leave shall be paid out to the employee at the time they are accepted on to long term disability.

### **37.18**

After the fourth (4th) month of short-term disability, Human Resources (Pensions and Benefits) will notify the employee in writing in order to initiate the process of filing an application for long-term disability benefits. All documentation must be completed and submitted to the administrators of the long-term disability plan prior to the expiry of short-term disability leave in order to ensure that claims are processed and approved as quickly as possible and to minimize the delay in providing income security for the employee.

### **37.19**

If the application and the appeal, if any, are refused, the employee must return to work. However, the Union may file a grievance in accordance with clause 10.02 (Grievance and Disagreement Procedure).

### **37.20**

In the event that an employee is examined by a physician at the University's request, the University must provide the employee with a copy of that physician's medical report.

### **37.21**

All contributory and noncontributory benefits plans will be continued in respect of an employee on long-term disability leave; however, such employee will not be required to pay their contributions to the Life Insurance Plan and the Pension Plan. Such contributions shall be assumed by the University or the insurance plan as the case may be.

### **37.22**

An employee who, during their long-term disability leave, returns to work on a progressive basis will receive a vacation indemnity. This indemnity is calculated on the basis of the weekly wages earned by the employee, during the progressive return, multiplied by two percent (2%) for each week of their vacation entitlement at the onset of disability.

### **37.23**

At the termination of the long-term disability leave, employees must return to work or resign from the University.

Upon their return to work following an absence due to illness or injury, other than work-related, employees are reinstated in the position they occupied before their absence if the absence is less than three (3) years.

If the absence is three (3) years or more and their position has been permanently filled, they will be relocated, without loss of salary, into a position with similar working conditions within the University either at a level equal to that of their previous position or, if it is not possible, at a lower level without reduction in personal classification/level provided that they meet the qualifications required in the new position.

In both cases, should their position have been abolished during the absence, Article 16 (Employment Security) will apply.

### **37.24**

The salary that the employee receives upon returning to work will be the salary the employee was receiving when the leave commenced, increased by the amount of any scale increase implemented during the course of the leave, subject to the provisions of article 23 (Salary Administration).

## **General Provisions**

### **37.25**

The employee must notify their immediate supervisor or delegate before their regular working hours, as of the first day of their absence or as soon as possible in cases where the employee was incapable of such notification.

### **37.26**

The University reserves the right at all times to verify the certificate supplied by the employee's attending physician or to have the employee medically examined by a medical practitioner named by the University.

### **37.27**

Medical certificates or the results of medical examinations are confidential and shall be treated as such by the University who will provide a copy to the employee concerned upon request.

### **37.28**

No employee is obliged to tell their immediate supervisor of the nature of their sickness, diagnosis or other information relative to their ability to work that appears on the medical certificate.

### **37.29**

When an employee undergoes a medical examination at the request of the University and in the office of the medical practitioner named by the University, or undergoes a medical examination by a third medical practitioner, as stipulated in clause 37.30, the employee does so without loss of earnings (i.e. pay or salary continuance benefits).

## **Medical Adjudication**

### **37.30**

If a grievance concerning the subjects mentioned in (i) and (ii) is not resolved at step 2 of the Grievance and Disagreement Procedure, the Union may submit it to step 3 in accordance with clause 10.02(d) (Grievance and Disagreement Procedure). 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 grievance at step 3, 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.

**37.31**

If the University does not accept the medical adjudication process in accordance with clause 37.30, the Union shall, within twenty (20) working days of the expiry of the delay provided in clause 37.30 deliver to Employee 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 38 – Work Accidents**

**38.01**

- a) In the case of a work-related accident or occupational disease covered by the "Act respecting Industrial Accidents and Occupational Diseases," the University shall pay the employee's regular salary less all regular deductions during first fifty-two (52) weeks of disability, insofar as the employee is eligible for income replacement indemnity according to the CNESST. During the first fifty-two (52) week period of total disability, the indemnity granted by the CNESST to the employee shall be paid to the University.
- b) At the appropriate time (normally, the tenth (10th) month of disability), the employee must complete the University's eligibility forms for long-term disability benefits.

- c) Following the first fifty-two (52) week period, if the employee is still unable to return to work because of disability, all appropriate payments shall be paid directly by the CNESST to the employee in accordance with the applicable regulations.

### **38.02**

If the University deems it appropriate, the employee must agree to be examined at the offices of a doctor chosen and paid for by the University. The employee must be given a copy of the report within five (5) working days of receipt by the University.

### **38.03**

Subject to the other provisions of this collective agreement, when the employee returns to work, the University reinstates the employee in the position that the employee held at the beginning of the leave. If their position has been abolished, the employee will be accorded the rights that would have been granted had the employee been at work.

### **38.04**

The salary which the employee receives upon return to work will be the salary the employee was receiving when the leave commenced, increased by the amount of any salary increases implemented during the course of the leave, in accordance with the provisions of article 23 (Salary Administration).

### **38.05**

An employee who becomes able to work, but who remains afflicted by a permanent functional disability that prevents them from occupying the position they previously held, is placed, without any posting, in another position that their state of health allows them to occupy, taking into consideration the available positions that need to be filled.

### **38.06**

An employee who has returned to work following an absence pursuant to this article and who must be absent from work in order to receive medical treatments, undergo medical examinations related to their injury or pursue activity in the context of their individualized rehabilitation plan, will be granted a leave without loss of their regular salary for the duration of the absence.

## **Article 39 – Group Plans of the University**

### **39.01**

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

- Group Life Insurance Plan
- Long-Term Disability Plan

- Pension Plan
- Supplemental Health Plan
- Dental Plan

### **39.02**

The above-mentioned plans with their amendments are an integral part of this collective agreement.

### **39.03**

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

### **39.04**

The University will liberate one (1) MUNACA representative to participate in the meetings of the Staff Benefits Advisory Committee. The employee must advise their immediate supervisor of their absence, in writing, at least five (5) working days in advance, or as soon as the employees have been notified of the meeting, with a copy to Human Resources (Employee Relations). The University will liberate such employee one (1) day prior to the meetings to prepare.

### **39.05**

Before proceeding to any amendment of the Pension Plan, the University must:

1. Submit the proposed amendment for review to a Staff Pension Committee (SPC) comprised of representatives of the University and one representative of each employee group covered by the Pension Plan. The proposed modification will be submitted with all relevant information related to said amendment;
2. The SPC must, within 60 days of receipt of the proposed amendment, provide its comments and recommendations to the Pension Administration Committee (PAC) who will in turn analyse, comment and make its recommendation and proposal to the University.
3. The SPC members will forward to PAC a joint recommendation on said amendments in case of unanimity or if they are unable to forward such unanimous recommendation, the members may forward separate recommendations to the PAC;

4. The University will consider the SPC's and the PAC's recommendations when making its decision on said amendment to the Pension Plan.

### **39.06**

The University will liberate two (2) MUNACA representatives to participate in the Pension Plan meetings stipulated in clause 39.05. The employees must advise their immediate supervisor of their absence, in writing, at least five (5) working days in advance, or as soon as the employees have been notified of the meeting, with a copy to Human Resources (Employee Relations). The University will liberate such employees one (1) day prior to the meetings to prepare.

## **Article 40 – Employee Assistance Program**

### **40.01**

The University will make available for any employee in the bargaining unit a free confidential personal counseling service for private talks about individual problems and information about other community services. No information may be given out concerning the employee without the employee's written permission.

## **Article 41 – Technological Change and/or Organizational Change**

### **Definition**

### **41.01**

Technological and/or organizational change is any significant change which affects employees' duties or working conditions, in particular, significant change brought to the organization of work by the introduction of new techniques or work procedures, or the introduction of new equipment or systems.

### **Implementation Procedures**

### **41.02**

The University will give written notice to the Union of its intention to introduce technological and/or organizational change, at least one (1) month prior to the expected date of such change. In certain instances, the parties may agree to a shorter notice period.

The written notice should include:

- a) a description of the changes likely to affect the working conditions of the employees concerned
- b) the expected date of implementation



- c) If possible, the names of the Employees or positions likely to be affected by the change. The parties understand that the list of likely affected Employees is not binding.

After the receipt of such notice, and upon request from the Union, the parties will meet to discuss the impact on the employees and to facilitate their adaptation to the changes.

## **Training**

### **41.03**

The University agrees to offer to employees affected by this article, the necessary training at the University's expense during working hours, to allow them to fulfil their new duties

## **Article 42 – Employee Files**

### **42.01**

After notifying Human Resources (Shared Services) any employee, or Union representative representing that employee, may examine all documents contained in the employee's personnel file in the presence of a University representative, during regular business hours and upon presentation of the employee's identification card. Only the personnel of the Shared Services will be permitted to add or remove a document from an employee's file.

### **42.02**

An employee may request a copy of any document contained in their own personnel file. Any such copy shall be provided only by personnel of the Shared Services and shall be at the expense of the employee.

### **42.03**

All information contained in any of the University's computerized files concerning an employee is also considered private and confidential. Access to such information shall be restricted to conform with the intent of this article.

## **Article 43 – Identification Card**

### **43.01**

McGill identification cards are required in order to access various services provided by the University, such as the Libraries, loan of equipment through the Instructional Communications Centre, Athletics facilities and accessing of buildings outside regular business hours.

#### **43.02**

The McGill identification card remains the property of the University at all times. If the holder ceases to be employed by the University, the card must be returned to the Shared Services section of Human Resources without delay.

#### **43.03**

If the card is lost or stolen, a duplicate must be made for which an amount will be charged, as determined by the University. This charge will be waived in the event of theft if the holder presents a police/security report indicating report of theft.

#### **43.04**

Members of staff are strongly urged to carry their identification cards at all times when on campus.

### **Article 44 – Seniority List**

#### **44.01**

The University will give the Union a list of all the employees in the bargaining unit on June 1st and December 1st of every year. This list will be posted on the Human Resources Website for three (3) weeks. The list will be alphabetical and comprise the following information: last name, first name, position title, level, position reference number where available, work unit, seniority and status (full-time, part-time and sessional). The list provided to the Union will be in a workable spreadsheet format.

#### **44.02**

Any error on this list detected by the parties will be pointed out to Human Resources within twenty five (25) working days following the end of the posting period. The University will correct the list accordingly. The list will then be corrected retroactively to the first date of posting. The University agrees to correct any error in the list, submitted at a later date. In such a case the list will be corrected without retroactivity. The last list thus corrected becomes the official list to be used to apply the stipulations of this collective agreement.

### **Article 45 – Acquired Rights**

#### **45.01**

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

## **Article 46 – Workload**

### **46.01**

The parties recognize that an employee is not required to continuously and regularly perform more than one normal workload.

## **Article 47 – Educational Assistance and Staff Dependent Scholarship/Staff Dependent Tuition Waiver**

### **47.01**

The University's policies on Educational Assistance and Staff Dependent Scholarship/Staff Dependent Tuition Waiver reproduced in Appendices 3 and 4 are an integral part of this collective agreement.

## **Article 48 – Printing of the Collective Agreement**

### **48.01**

The University will make the original text of the collective agreement available within the shortest delay possible following the signature in electronic format and will post it on its WEB site; the Union will do the same on its WEB site.

The University will distribute a copy upon employees request (electronic or paper), and will provide a sufficient number of copies to the Union.

### **48.02**

The collective agreement was negotiated in English and is reproduced in French and English.

### **48.03**

In accordance with the Charter of the French Language, the official text of the Collective Agreement is the French.

## **Article 49 – Appendices and Letters of Agreement**

### **49.01**

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

### **49.02**

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

## **Article 50 – Duration of the Agreement**

### **50.01**

The present collective agreement, once it has been signed by the authorized representatives of the parties, and has been filed in accordance with the provincial Labour Code, shall remain in force until May 31, 2024. It will become effective as of the date of signing and will have no retroactive effect except where expressly agreed. Working conditions contained in the present agreement will apply until the signing of a new agreement, except during a legal strike or lock-out.

## **APPENDIX 1**

### **Certificate of Accreditation**

The Certificate of Accreditation issued on August 2<sup>nd</sup>, 2019 by Administrative Judge Gérard Notebaert certifies:

*Accrédite :*

*L'Association accréditée du personnel non enseignant de l'Université McGill (M.U.N.A.C.A.) / Alliance de la Fonction publique du Canada (A.F.P.C.) pour représenter :*

*« Toutes les personnes salariées à l'exception de celles occupant une fonction académique, de celles dont la fonction exige un diplôme universitaire (professionnels) sous réserve de celles déjà couvertes par l'unité MUNACA, de celles occupant une fonction au sein du Service des ressources humaines ou du Service du personnel académique (centralisé ou décentralisé), des assistant(e)s aux Doyens, des officiers aux affaires académiques, de celles occupant une fonction au sein des bureaux de la Principale, des Vice-principaux, des Vice-principaux adjoints, des Services juridiques ou du Secrétariat général, ainsi que des personnes déjà comprises dans une autre unité de négociation. »*

*De :*

*Université McGill  
James Administration Building  
845, rue Sherbrooke Ouest  
Montréal (Québec) H3A 2T5*

*Établissements visés :*

*Tous les établissements*

## **APPENDIX 2**

### **Deferred salary leave (sample contract)**

#### **APPENDIX 2**

#### **DEFERRED SALARY LEAVE (SAMPLE CONTRACT)**

#### **CONTRACT**

**BETWEEN:** McGill University  
(hereinafter "the University")

**AND:** \_\_\_\_\_  
*Name* *Family Name*  
\_\_\_\_\_  
*Address*  
\_\_\_\_\_  
*Administrative Department*  
(hereinafter "the Employee")

1. **Period of the Contract**  
The contract is of .....( ) years' duration, and enters into effect on the .....day of ....., and terminates on the ..... day of .....

The contract may end on a different date under the circumstances and according to the modalities provided in article 34 (Deferred Salary Leave).

2. **Length of the Period of Leave**  
The period of leave is of .....( ) months' duration commencing the ..... day of ....., and finishing on the .....day of .....

Subject to the provisions of article 34 (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 34.09 (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 MUNACA

\_\_\_\_\_  
The employee

## **APPENDIX 3**

### **Educational Assistance**

#### **1. Eligibility**

- 1.1** To be eligible for educational assistance, an employee must be a full-time salaried employee. For the purposes of this Appendix, “full-time” refers to an employee working two-thirds (2/3) or more of the normal working hours for their occupational category, as stipulated in article 20 (Hours of Work).
- 1.2** Employees who are on leave from the University are eligible on condition that they are participating in any of the contributory benefits plans, stipulated in article 39 (Group Plans of the University).

#### **2. Number of Courses**

- 2.1** Eligible employees may apply for reimbursement of fees for an unlimited number of courses

#### **3. Procedures**

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

#### **4. Reimbursement**

- 4.1** Reimbursement will not be made for courses taken at institutions other than McGill University, or for any courses not successfully completed. Privately funded programs/students are not included.
- 4.2** Reimbursement shall apply only to Tuition Fees. Other charges, such as Student Service Fees, Student Society Fees, Diploma Fees, Private or Practical Instruction Fees and any other special fees and/or penalties shall not be eligible for reimbursement. (For more information on possible reimbursement of Student Services Fees and deadlines for application, please contact the Dean of Students Office).
- 4.3** To be eligible for reimbursement, an eligible employee must remain a full-time employee of the University for the entire duration of the course.
- 4.4** The portion of eligible fees which will be reimbursed by the University will be 100%.



## **APPENDIX 4**

### **Staff Dependent Tuition Waiver**

#### **1. Definitions**

For the purposes of this Appendix, “full-time” refers to an employee working two-thirds (2/3) or more of the normal working hours for their occupational category, as stipulated in article 20 (Hours of Work). Employees who are on leave from the University are eligible.

“Pensioner”

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

“Student”

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

“Dependent”

The spouse or child of the staff member who is wholly dependent on the employee for support, and who, in the case of a child, has not attained the age of 25 as of September 1st for the Fall Term; January 1st for the Winter Term and May 1st for the Summer Term.

In the above paragraph, “wholly dependent” means that the spouse or child is financially dependent upon the employee for support.

“Spouse”

A person of either sex with whom the employee has been living in a conjugal relationship for one year. The one-year cohabitation requirement does not apply when the employee and her/his spouse have a child together,

or

As defined under the applicable legislation

“Child”

- A child related to the employee by blood or marriage
- The spouse’s child if living with the employee
- A child for whom the employee is the legal guardian
- A child the employee has adopted

## **2. Policy**

- 2.1** The dependent of a full-time employee or pensioner will be granted a tuition waiver equivalent to two-thirds (2/3) of the Quebec tuition fee once enrolled in a degree, diploma or credit certificate program offered by the University. Privately funded programs/students are not included.
- 2.2** Fee reduction shall apply to tuition fees only. Other charges such as Administrative Charges, Student Services and Athletics Fees, Student Society Fees, Private or Practical Instruction Fees and any other special fees or penalties shall not be eligible for reduction.
- 2.3** Fee reduction will not be permitted for courses taken at institutions other than McGill University.
- 2.4** All fee reductions granted to the dependent will be a taxable benefit to the dependent.

## **3. Dependents of deceased employees or pensioners**

- 3.1** In the event of the death of an employee who met the definition under section 1 prior to their normal retirement date, his/her dependent(s) will be eligible for exemption from one hundred percent (100%) of the Quebec tuition fees.
- 3.2** Dependents of a deceased pensioner who met the definition under section 1, will be eligible for exemption from one hundred percent (100%) of the Quebec tuition fees.

## **4. Procedures**

- 4.1** Upon registration, an eligible student must complete and submit the application form online, at: <http://www.mcgill.ca/studentaccounts/forms>. Paper applications will not be accepted.

Applications must be submitted no later than the following dates after commencement of the term: February 28th for the Fall Term; June 30th for the Winter Term; October 31st for the Summer Session. An application does not need to be submitted for each term, unless there is a change to a student's program of study. Periodic reviews will be done to ensure that a student is still registered in an eligible program.

Applications will not be processed retroactively, and any applications received after the above-mentioned dates will not be eligible for reimbursement.

- 4.2** The student may be required to provide certification that they are an eligible student as defined in section 1.
- 4.3** The employee or pensioner sponsoring the student may be required to provide certification that the student is their dependent as defined in section 1.
- 4.4** Upon verification and acceptance of a student's application for benefits, a fee waiver equivalent to 2/3 of the eligible tuition fees will be applied to the student's fee account.

## **APPENDIX 5**

### **Casuals**

1. The use of casuals must not have the effect of reducing the number of regular (full-time, part-time, or sessional) positions or of preventing their creation.
2. Casuals may be employed as replacements required because a regular employee is on an authorized leave from their position in which case the replacement period shall not exceed one (1) month. If the replacement is extended beyond one (1) month, the employee shall be transferred to an "appointment with an end date" and included in the bargaining unit.
3. Casuals may be employed temporarily during the recruitment process if required because of a vacant position. For the purposes of this Appendix, the recruitment process is deemed to have commenced on the date of termination of the previous incumbent in cases where the termination leaves an existing position vacant or results in a modification of that position and on the date of first employment of a casual to do the work in other cases. Vacant positions may be filled temporarily in this manner while the position remains vacant, for the first six (6) months following the commencement of the recruitment process. After the recruitment process, during the trial or probationary period of the candidate selected, a casual may continue to be used for a further period of one (1) month to facilitate the orientation of the new incumbent.
4. Casuals may be employed to assist with temporary or cyclical peaks in workload in a given unit, under the following conditions: i) When the total of such work to be done for all peaks, when taken together throughout the unit, requires the employment of casuals during more than six (6) hours in the week, such employment shall be limited to a maximum of twenty-six (26) weeks in any fifty-two (52) week period. ii) During the other weeks, the employment of casuals for all peaks when taken together throughout the unit, must be limited to total period not exceeding six (6) hours in any week.
5. Casuals may also be used in the above circumstances beyond the specified delays and in any circumstances, in accordance with article 1, if, in the academic year, the casual is either: - an undergraduate student of McGill University taking a minimum of eighteen (18) degree credits; - a full-time, or half-time graduate student of McGill University as currently defined in the regulations of the Faculty of Graduate Studies and Research; - a graduating student having an active application (i.e. not refused) for admission to another degree program at McGill.
6. In all cases of contravention i) The casual(s) whose cumulative employment results in a contravention of the provisions of this Appendix must be paid according to scale, retroactive to their date of first employment on the assignment where the contravention occurred. ii) The University must immediately cease using the

casual(s) for the duties affected, and must fill the position as if it was a new or vacant position.

7. A grievance pertaining to this Appendix will be filed in accordance with article 10 of the collective agreement.

## **APPENDIX 6**

### **Essential Services Requirements**

Notwithstanding Section 50 of the collective agreement, the parties agree that the services in the following Units will be maintained at a minimum by the members of the bargaining unit, in the event of a strike or lockout after the expiry of this collective agreement.

- Research Animals and Farm Animals
- Phytotron Facilities and Macdonald Campus greenhouse
- Mental Health clinic
- Gross Anatomy
- Pathology Laboratories

As early as possible before the commencement of a strike or lockout, the University will designate and identify a number of employees and their possible schedules, which it deems sufficient to provide for continuous minimum services in the above-mentioned units during the strike or lockout. A list of the potential volunteers will be delivered to the Union. The parties agree to meet with a view to executing a formal agreement with respect to the consenting employees affected within forty-eight hours (48) of the receipt of the said list. Should the parties be unable to reach agreement on the employees or schedules designated, or their working conditions the matter will be referred to an expedited arbitration to the SAA (Services d'arbitrage accéléré) for final and binding resolution.

All employees so designated will be paid their regular salary for their voluntary assignment during a strike or lockout. If there is not enough volunteers to provide essential services, the parties will identify the employees that will be assigned to render said services, in reverse order of seniority.

Due regard will be had for previously arranged vacations and other matters and, as far as possible, the designated duties will be dispersed to all appropriate employees equally. No other duties will be assigned to these designated employees.

- Description of Minimum Services:
  - Research Animals and Farm Animals Research animals refer to any live non-human vertebrate or invertebrate utilized in biomedical research, teaching and testing on both University campuses, including Macdonald Campus. Proper care implies provisions of the appropriate room temperatures, humidity levels, maintaining light cycles, ventilation, food, water, and cleaning as well as exercise and veterinary care where appropriate and within CCAC guidelines and regulations pertaining to the proper care and use of animals in research. It also implies the daily milking of the dairy herd and field crop production for the sole purpose of feeding the dairy herd.

- 7
- Phytotron Facilities and Macdonald Campus greenhouse Minimum services imply provision of the appropriate temperatures, humidity, light cycles, ventilation, water, fertilization, biological control of parasites.
- Mental Health clinic Minimum services imply Patient Service Coordinators for both Serious Health conditions (life threatening) and psychological support services.
- Gross Anatomy Minimum services imply embalmment, surveillance and treatment of donated bodies for early detection of decaying and risks of contamination.
- Pathology Laboratories Treatment & analysis of tissues and specimen, within acceptable delays for treatment of patients.

## **APPENDIX 7**

### **Generic Job Profiles**

<b>PED TITLE</b>	<b>LEVEL</b>	<b>PED NO</b>
ACCOUNTING CLERK	C	13
ACCOUNTING CLERK/SECRETARY	D	125
ACCOUNTING COORDINATOR	F	44
ACCOUNTS ADMINISTRATOR	E	103
ACQUISITIONS AND SERVICES ASSISTANT	C	238
ACQUISITIONS AND CIRCULATION ASSISTANT	C	232
ADMINISTRATIVE AFFAIRS ASSISTANT	E	62
ADMINISTRATIVE AND STUDENT AFFAIRS COORDINATOR	G	117
ADMINISTRATIVE COORDINATOR	F	34
AGRONOMY TECHNICIAN	G	135
<b>ANIMAL ATTENDANT</b>	<b>A</b>	<b>8</b>
ANIMAL HEALTH COORDINATOR	I	206
ANIMAL HEALTH TECHNICIAN	G	71
ANIMAL SCIENCE COORDINATOR	H	187
ANIMAL SCIENCE TECHNICIAN	F	75
ASSISTANT BUILDING DIRECTOR	B	216
ASSISTANT STAGE MANAGER	F	112
ATHLETIC FACILITY ATTENDANT	B	31
AUDIOVISUAL SUPPORT TECHNICIAN	A	80
AUDIOVISUAL, GRAPHIC DESIGN AND PHOTOGRAPHY COORDINATOR	I	186
AUDIOVISUAL, GRAPHIC DESIGN AND PHOTOGRAPHY TECHNICIAN	G	79
BOOK MENDER	A	164
BUILDING AND GROUNDS MAINTENANCE WORKER	C	5
BUILDING PROJECTS COORDINATOR	I	211
BUILDING SUPERINTENDENT	A	226
BUILDING TECHNOLOGIST	F	68
BUILDING TECHNOLOGY COORDINATOR	H	210
CAFÉ CLERK	A	222
CASHIER – BOOKSTORE	B	51
CASHIER COORDINATOR	D	126
CATALOGUING EDITOR AND ACQUISITIONS ASSISTANT	F	182
CHIEF AGRONOMY TECHNICIAN	H	202
CHIEF ANIMAL HEALTH TECHNICIAN	H	207
CHIEF ANIMAL SCIENCE TECHNICIAN	G	199
CHIEF AUDIOVISUAL, GRAPHIC DESIGN, AND PHOTOGRAPHY TECHNICIAN	H	197
CHIEF DENTAL TECHNICIAN	G	208
CHIEF ELECTRON MICROSCOPY TECHNICIAN	H	198
CHIEF ELECTRONICS TECHNICIAN	H	195
CHIEF HORTICULTURE TECHNICIAN	G	209
CHIEF NETWORK TECHNICIAN	G	203
CHIEF PLANT SCIENCE TECHNICIAN	G	201
CHIEF RESEARCH TECHNICIAN	I	194
CHIEF SHOP TECHNICIAN	H	200
CHIEF THANATOLOGY TECHNICIAN	I	224



CHIEF WASTE DISPOSAL TECHNICIAN	F	225
CLEANER	A	230
CLEANING SERVICE COORDINATOR	A	221
CLINICAL TECHNICIAN	F	152
COMMUNICATIONS AND PUBLICATIONS COORDINATOR	D	176
COMPUTER CODES COORDINATOR	A	115
COMPUTER LABORATORY COORDINATOR	D	171
COMPUTER PRODUCTION COORDINATOR	C	130
COMPUTER PRODUCTION OPERATOR	A	32
COMPUTER SUPPORT TECHNICIAN	D	183
COMPUTER TECHNICAL ASSISTANT	B	84
CONFERENCES AND SPECIAL EVENTS COORDINATOR	F	91
COURSE COORDINATOR	I	205
COURSE TECHNICIAN	H	154
CURATORIAL TECHNICIAN	G	110
CUSTOMER SERVICES ASSISTANT	D	157
CUSTOMER SERVICES CLERK	B	88
CUSTOMER SERVICES COORDINATOR	F	97
DATA ENTRY CLERK	B	90
DATA PROCESSING COORDINATOR	C	181
DENTAL ASSISTANT	D	9
DENTAL HYGIENIST	F	163
DENTAL TECHNICIAN	F	65
DEPUTY BUILDING DIRECTOR/ SAFETY OFFICER	D	219
DISPATCHER	D	106
DOCUMENTATION TECHNICIAN	G	38
DISPENSARY TECHNICIAN	E	256
DUPLICATION SERVICE OPERATOR	A	27
ELECTRON MICROSCOPY COORDINATOR	I	190
ELECTRON MICROSCOPY TECHNICIAN	G	72
ELECTRONICS COORDINATOR	I	191
ELECTRONICS TECHNICIAN	G	39
ELECTRONICS TECHNOLOGIST	E	184
ENVIRONMENTAL HEALTH & SAFETY TECHNICIAN	E	109
EXAMINATIONS COORDINATOR	F	214
FIELD RESEARCH COORDINATOR	H	188
FOOD SERVICES COORDINATOR	F	133
FURNITURE AND MOVING COORDINATOR	C	114
GLASS BLOWING TECHNICIAN	D	73
HEAD STOREKEEPER	G	24
HEAD LIBRARY CLERK	G	234
HEAD PORTER	A	127
HORTICULTURE TECHNICIAN	E	134

IMAGING AND COMPUTER COORDINATOR	I	189
INFECTION CONTROL TECHNICIAN	E	166
INFORMATION CLERK	B	42
INFORMATION TRANSPORT SYSTEMS TECHNICIAN	G	150
LABORATORY ASSISTANT	A	4
LABORATORY COORDINATOR	I	119
LABORATORY TECHNICIAN	F	37
LANGUAGE LABORATORIES ATTENDANT	A	61
LIBRARY CLERK (CIRCULATION SERVICES)	C	137
LIBRARY CLERK (TECHNICAL SERVICES)	C	138
LIBRARY CONSERVATION TECHNICIAN	F	101
LIBRARY SERVICES ASSISTANT	A	87
LOCAL AREA NETWORK TECHNICIAN	F	40
MEDICAL RESEARCH PROGRAM COORDINATOR	E	92
NETWORK TECHNICIAN	G	162
NIGHT STEWARD	B	21
NURSE	J	111
NURSE COORDINATOR	J	156
OFFICE CLERK	A	43
PATHOLOGY COORDINATOR	I	192
PATHOLOGY TECHNICIAN	G	179
PATIENT SERVICES COORDINATOR	E	70
PAYROLL CLERK	C	47
PETROLOGY COORDINATOR	H	82
PHYSICAL SCIENCES TECHNICAL ASSISTANT	C	229
PHYTOTRON TECHNICAL ASSISTANT	B	212
PIANO TECHNICIAN	D	104
PLANT SCIENCE TECHNICIAN	F	116
PORTER	A	128
PRINTING AND MAIL SHOP COORDINATOR	E	93
PURCHASING CLERK	D	242
RADIATION SAFETY TECHNICIAN	E	245
RECEIVING CLERK	B	57
RECORDS CLERK	B	45
RECORDS COORDINATOR	D	95
RECRUITMENT AND PLACEMENT CLERK	D	165
RESEARCH TECHNICIAN (BIO-MED)	H	153
RESIDENCES COORDINATOR	B	141
SECRETARY	E	33
SECURITY AND PUBLIC RELATIONS COORDINATOR	D	215
SECURITY AND TELECOMMUNICATIONS TECHNICIAN	D	142
SENIOR ACCOUNTING CLERK	D	15
SENIOR ACCOUNTS ADMINISTRATOR	F	217
SENIOR ADMINISTRATIVE AND STUDENT AFFAIRS COORDINATOR	G	170

SENIOR ADMINISTRATIVE COORDINATOR	G	169
SENIOR ATHLETIC FACILITY ATTENDANT	C	160
SENIOR BUILDING SUPERINTENDENT	C	223
SENIOR CATALOGUING EDITOR & ACQUISITIONS ASSISTANT	G	213
SENIOR COMMUNICATIONS AND PUBLICATIONS COORDINATOR	E	220
SENIOR DOCUMENTATION TECHNICIAN	H	228
SENIOR LIBRARY CLERK-CIRCULATION SERVICES	F	18
SENIOR LIBRARY CLERK-TECHNICAL SERVICES	F	193
SENIOR LIBRARY SYSTEMS TECHNICIAN	F	236
SENIOR PATIENT SERVICES COORDINATOR	F	227
SENIOR PAYROLL CLERK	D	56
SENIOR RECORDS CLERK	D	243
SENIOR REFERENCE ASSISTANT AND CATALOGUING EDITOR	H	237
SENIOR RESIDENCES COORDINATOR	D	147
SENIOR SPECIALIZED CATALOGUING EDITOR & ACQUISITIONS ASSISTANT	H	244
SERVICE CENTER REPRESENTATIVE	F	10
SERVICE PERSON	A	30
SERVICE REPRESENTATIVE	F	14
SHIPPING & RECEIVING COORDINATOR	D	161
SHIPPING AND RECEIVING CLERK	C	66
SHOP COORDINATOR	I	185
SHOP TECHNICIAN	G	81
SPECIALIZED CATALOGUING EDITOR AND ACQUISITIONS ASSISTANT	H	239
STACK ASSISTANT	A	17
STAGE MANAGER	G	105
STOREKEEPER	D	23
STUDENT AFFAIRS COORDINATOR	F	46
STUDENT PLACEMENT COORDINATOR	F	235
SWITCHBOARD OPERATOR/RECEPTIONIST	A	41
TECHNICAL ASSISTANT	C	6
TELECOMMUNICATIONS CLERK	D	69
THANATOLOGY TECHNICIAN	H	113
TIMETABLE AND SCHEDULING COORDINATOR	E	94
TIMETABLE AND SCHEDULING SECRETARY	E	241
WASTE DISPOSAL ASSISTANT	C	178
WASTE DISPOSAL TECHNICIAN	D	108

Former M1s Job Profile	LEVEL	PED NO
ADM1A	H	TBD
ADM1B	H	TBD
ADM1E	G	TBD
COM1A	G	TBD
COM1C	G	TBD
COM1D	G	TBD
FIN1B	G	TBD
FIN1C	H	TBD
FIN1D	G	TBD
IST1E	H	TBD
IST1F	H	TBD
IST1G	H	TBD
LOG1A	H	TBD
LOG1B	H	TBD
LOG1C	G	TBD
LOG1D	G	TBD
LOG1E	H	TBD
SAF1A	H	TBD
SAF1B	H	TBD
SAF1D	H	TBD

## APPENDIX 8

### Salary Scales, Hourly Salary Scales

3.00%		June 1, 2022											
Level		1	2	3	4	5	6	7	8	9	10	11	12
A		\$ 21.35	\$ 21.76	\$ 22.20	\$ 22.63	\$ 23.08	\$ 23.54	\$ 24.00	\$ 24.47	\$ 24.96	\$ 25.44	\$ 25.94	\$ 26.45
B		\$ 22.63	\$ 23.07	\$ 23.53	\$ 23.99	\$ 24.46	\$ 24.94	\$ 25.43	\$ 25.94	\$ 26.44	\$ 26.97	\$ 27.50	\$ 28.04
C		\$ 23.99	\$ 24.46	\$ 24.94	\$ 25.43	\$ 25.93	\$ 26.44	\$ 26.96	\$ 27.49	\$ 28.04	\$ 28.58	\$ 29.16	\$ 29.73
D		\$ 25.42	\$ 25.93	\$ 26.43	\$ 26.96	\$ 27.48	\$ 28.03	\$ 28.57	\$ 29.14	\$ 29.73	\$ 30.30	\$ 30.90	\$ 31.51
E		\$ 26.94	\$ 27.48	\$ 28.02	\$ 28.57	\$ 29.13	\$ 29.72	\$ 30.30	\$ 30.89	\$ 31.50	\$ 32.12	\$ 32.75	\$ 33.40
F		\$ 28.56	\$ 29.13	\$ 29.71	\$ 30.29	\$ 30.89	\$ 31.50	\$ 32.12	\$ 32.74	\$ 33.39	\$ 34.05	\$ 34.72	\$ 35.40
G		\$ 30.28	\$ 30.88	\$ 31.49	\$ 32.11	\$ 32.73	\$ 33.38	\$ 34.04	\$ 34.71	\$ 35.39	\$ 36.09	\$ 36.80	\$ 37.52
H		\$ 32.09	\$ 32.72	\$ 33.38	\$ 34.03	\$ 34.70	\$ 35.38	\$ 36.08	\$ 36.79	\$ 37.51	\$ 38.25	\$ 39.01	\$ 39.78
I		\$ 34.02	\$ 34.69	\$ 35.37	\$ 36.08	\$ 36.78	\$ 37.50	\$ 38.24	\$ 39.00	\$ 39.77	\$ 40.55	\$ 41.35	\$ 42.16
J		\$ 38.11	\$ 38.85	\$ 39.61	\$ 40.41	\$ 41.19	\$ 42.01	\$ 42.84	\$ 43.68	\$ 44.55	\$ 45.41	\$ 46.31	\$ 47.23
3.00%		June 1, 2023											
Level		1	2	3	4	5	6	7	8	9	10	11	12
A		\$ 21.99	\$ 22.41	\$ 22.87	\$ 23.31	\$ 23.77	\$ 24.25	\$ 24.72	\$ 25.20	\$ 25.71	\$ 26.20	\$ 26.72	\$ 27.24
B		\$ 23.31	\$ 23.76	\$ 24.24	\$ 24.71	\$ 25.19	\$ 25.69	\$ 26.19	\$ 26.72	\$ 27.23	\$ 27.78	\$ 28.33	\$ 28.88
C		\$ 24.71	\$ 25.19	\$ 25.69	\$ 26.19	\$ 26.71	\$ 27.23	\$ 27.77	\$ 28.31	\$ 28.88	\$ 29.44	\$ 30.03	\$ 30.62
D		\$ 26.18	\$ 26.71	\$ 27.22	\$ 27.77	\$ 28.30	\$ 28.87	\$ 29.43	\$ 30.01	\$ 30.62	\$ 31.21	\$ 31.83	\$ 32.46
E		\$ 27.75	\$ 28.30	\$ 28.86	\$ 29.43	\$ 30.00	\$ 30.61	\$ 31.21	\$ 31.82	\$ 32.45	\$ 33.08	\$ 33.73	\$ 34.40
F		\$ 29.42	\$ 30.00	\$ 30.60	\$ 31.20	\$ 31.82	\$ 32.45	\$ 33.08	\$ 33.72	\$ 34.39	\$ 35.07	\$ 35.76	\$ 36.46
G		\$ 31.19	\$ 31.81	\$ 32.43	\$ 33.07	\$ 33.71	\$ 34.38	\$ 35.06	\$ 35.75	\$ 36.45	\$ 37.17	\$ 37.90	\$ 38.65
H		\$ 33.05	\$ 33.70	\$ 34.38	\$ 35.05	\$ 35.74	\$ 36.44	\$ 37.16	\$ 37.89	\$ 38.64	\$ 39.40	\$ 40.18	\$ 40.97
I		\$ 35.04	\$ 35.73	\$ 36.43	\$ 37.16	\$ 37.88	\$ 38.63	\$ 39.39	\$ 40.17	\$ 40.96	\$ 41.77	\$ 42.59	\$ 43.42
J		\$ 39.25	\$ 40.02	\$ 40.80	\$ 41.62	\$ 42.43	\$ 43.27	\$ 44.13	\$ 44.99	\$ 45.89	\$ 46.77	\$ 47.70	\$ 48.65

## **APPENDIX 9**

### **LETTER OF AGREEMENT**

Between: McGill University (hereinafter “the University”)

And: McGill University Non-Academic Certified Association (MUNACA)

#### **Subject: Sessional Employees**

1. The Parties agree that sessional employees, will accumulate seniority during their sessional leaves;
2. The Parties agree that the above paragraph will be calculated retroactively to the sessional employees’ hire date into a regular position;
3. The Parties agree that the sessional employees’ Personal leaves and Personal incidental leaves are prorated in accordance with the proportion of the year that is normally worked;
4. The Parties agree that, only for the reference year 2016-2017, the sessional employees with more than three (3) years of seniority on June 1, 2016 (based on the new calculation method), will get one (1) additional week of vacation based on their regular work week.

## **APPENDIX 10**

### **Incentives for Voluntary Departures**

MCGILL UNIVERSITY / MUNACA

Should the University wish to offer incentives to employees for voluntary departures, the University shall notify said employees, with a copy to the Union, that they have the right to Union representation.

## **APPENDIX 11**

### **LETTER OF AGREEMENT**

Between: McGill University (hereinafter “the University”)

And: McGill University Non-Academic Certified Association (MUNACA)

**Subject: Continuation of benefits during a legal strike or lockout**

**1. SHORT TERM DISABILITY (“STD”):**

- a) A legal strike or lockout will have no effect on employees who applied for and were accepted for STD prior to the beginning of the strike or lockout.
- b) With regard to employees who file an STD claim during a legal strike or lockout, the University will consider and evaluate requests for STD on a case by case basis, for eligible employees who meet the conditions for STD established in the collective agreement, and who agree to be subject to a medical examination by a medical practitioner designated by the University, at the time and under the conditions established by the University (even if the University makes such requests during the strike or lockout). The University will reimburse the claims of employees who are accepted for STD upon the end of the work stoppage or the conclusion of a collective agreement, whichever occurs first. The Union and its members retain their right to grieve the University’s decisions for said claims.

**2. VACATION:** The University will honour all vacation requests that were approved prior to a legal strike or lockout, and will pay the related vacation pay upon the end of the work stoppage or the conclusion of a collective agreement, whichever occurs first.

**3. BENEFIT PLANS:** MUNACA will pay to the University both the employees’ and the employer’s portions of the benefit plans premiums during the strike or lockout, with the exception of the LTD premiums which are to be paid by the employees. The LTD premiums will be recovered or recouped by the employer from the employees through a pay deduction upon return after strike or lockout.

**4. LONG TERM DISABILITY:** a legal strike or lockout will have no effect on employees who are on long term disability as of the beginning of the strike or lockout. A legal strike or lockout will have no effect on eligible employees on STD who would have been entitled to proceed to LTD if not for the strike or lockout.



5. MATERNITY LEAVE: a legal strike or lockout will have no effect on employees who are on maternity leave as of the beginning of the strike or lockout.

## **APPENDIX 12**

### **LETTER OF AGREEMENT**

Between: McGill University (hereinafter “the University”)

And: McGill University Non-Academic Certified Association (MUNACA)

**Subject: Increase of salary for certain employees**

The parties hereby acknowledge that they have come to an agreement to the effect that certain employees will receive their salary increases, for the duration of the collective agreement, as a lump sum payment (pensionable). That agreement is in reference to the application of the second paragraph of article 23.10 and includes a complete list of employees to whom the second paragraph applies.

## **APPENDIX 13**

### **Job Profile Review Advisory Committee**

#### **LETTER OF AGREEMENT**

Between: McGill University (hereinafter “the University”)

And: McGill University Non- Academic Certified Association (MUNACA)

**Subject: Job Profile Review Advisory Committee**

The Parties agree to establish, within thirty (30) days after the signing of the collective agreement, a Job Profile Review Advisory Committee whose mandate is to perform the review of job profiles, as needed, and provide recommendation to the University for the creation, modification, evaluation, or elimination of a job profiles.

It is the sole responsibility of the University to define the content of the job profiles.

The Parties agree that the mandate of the committee does not include the review of the rematch process as per Art. 23 of the collective agreement as well as the Pay Equity exercise.

The Committee shall consist of not more than three (3) members designated by the University and three (3) members designated by the Union. As needed, each party may invite another person to attend the committee meetings in order to complete the discussions with their knowledge of the job profile being discussed.

## **APPENDIX 14**

### **INTERIM FLEXIBLE WORKING ARRANGEMENTS (IFWA)**

**WHEREAS** The Interim Flexible work arrangements, where appropriate, can offer viable solutions in achieving work-life balance for employees and have also been shown to be important to employee engagement and retention.

**WHEREAS** The University has put in place a program regarding Interim Flexible Work Arrangements (IFWA) which may be amended as required;

**WHEREAS** The IFWA Program is intended to enable a flexible working environment when reasonable and possible given the operational needs of the unit and operational requirements of an employee's position;

**WHEREAS** Administrative and support staff are eligible to apply for the IFWA program as described in the program;

#### **THE PARTIES AGREE TO THE FOLLOWING:**

1. The preamble to the present Letter of Agreement (hereinafter the "Agreement") forms and integral part thereof;
2. Participation in the IFWA program is voluntary for the Employee and contingent on approval of the immediate manager. Each request will be given equal consideration by the applicant's manager. The Union shall receive the information related to each request on a monthly basis.
3. The IFWA program is not suitable for all positions and units. While all eligible Employees may request a flexible work arrangement, the manager's approval should be based on operational requirements and the Employee's specific role and responsibilities.
4. The Parties understand and agree that all obligations, responsibilities, terms and conditions of employment with the University remain unchanged as stipulated in the MUNACA collective agreement, except for the condition specifically addressed in this Agreement;
5. The Parties undertake to discuss any question concerning the application of this agreement and the problems that could be encountered within the framework of the IFWA program. The Parties also agree to discuss any modification, extension, or

cancellation of the IFWA program. Notwithstanding the above, the parties agree that, at a minimum, the current IFWA program shall apply for the duration of this collective agreement.

6. The Parties have expressly required that this Agreement be drafted in the English Language. *Les Parties ont expressément exigé que la présente Entente soit rédigée en anglais.*

IN WITNESS WHEREOF the PARTIES have signed in Montréal, pursuant to the dates mentioned hereinafter.

## **MEMORANDUM OF AGREEMENT**

### **PAY INCREASE DATE**

Within ninety (90) working days of the awarding of the Collective Agreements, the pay rate of active employees at the time of signature of the Collective Agreements will be adjusted in accordance with the implementation of the new salary structure and Appendix 8.

### **RETROACTIVE PAYMENTS**

Within ninety (90) workings days of the awarding of the collective agreement, the retroactive payment on all hours paid since June 1<sup>st</sup>, 2018, will be paid to all employees who are active at the date of the awarding of the collective agreement. The amounts will be pensionable.

Increases for retroactive payments will be based on the 2018 salary scale:

- Two percent (2.0%) on June 1<sup>st</sup>, 2019
- Two percent (2.0%) on June 1<sup>st</sup>, 2020
- Two percent (2.0%) on June 1<sup>st</sup>, 2021

Administrative employees (former M1s), who became unionized August 2, 2019, already received a salary increase for 2019, 2020, 2021 and 2022, as part of their annual compensation review. Only retroactive payments related to the implementation of the new salary scale, where applicable, will be provided. The amounts will be pensionable.

Annual step increases for 2019, 2020, 2021 and 2022 have already been applied to the hourly rates.

All employees who retired from McGill since June 1<sup>st</sup>, 2018, and the rightful heirs of employees who passed away since June 1<sup>st</sup>, 2018, will also be eligible to retroactive pay on all hours paid since June 1<sup>st</sup>, 2018. The payment will be made within ninety (90) working days of the awarding of the collective agreement. These amounts are not pensionable.

### **SALARY SCALE**

The new salary grid (below) will be implemented as of June 1, 2022. All Employees will be placed into the new grid at the rate nearest, but not lower than, their rate of pay. In addition to being slotted in the new scale, employees will be receiving a step increase.

### **SPECIAL LUMP-SUM PAYMENTS**

In recognition for the introduction of the new salary scale:

- A one thousand-dollar (\$1,000) lump sum payment will be paid to active employees who have a salary higher than the maximum of their new scale for years 2022, 2023.
- 60 days from the awarding of the collective agreement, a one thousand and five hundred dollars (\$1,500) one-time payment will be paid to all active employees, in recognition for the implementation of the new salary scale.