

**COLLECTIVE AGREEMENT**

**BETWEEN**

**MCGILL UNIVERSITY**

**AND THE**

**L'ASSOCIATION DES ÉTUDIANTES ET ÉTUDIANTS DIPLÔMÉ-E-S**

**EMPLOYÉ-E-S DE MCGILL/**

**ASSOCIATION OF GRADUATE STUDENTS EMPLOYED AT MCGILL**

**DURATION: 30 JUNE 2011**

**10207 (03)**

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## ARTICLE 1 - PURPOSE

### 1.01

The purpose of this agreement is to establish and maintain an orderly collective bargaining relationship between the University and its employees represented by the Union, to ensure the effective, prompt and equitable settlement of disputes, and to set forth an Agreement covering rates of pay and other working conditions which shall supersede all previous agreements between the Employer and individual employees represented by the Union. Accordingly, the parties to this Agreement do hereby enter into the terms contained in this Agreement.

### 1.02

The University recognizes the important pedagogical role played by the Teaching Assistant in support of the Educational Mission of the University.

### 1.03

The Provost, the Chief Academic Officer of the University will meet with the Executive Committee of AGSEM at the beginning of each academic year to discuss issues of academic importance and mutual interest.

## ARTICLE 2 - DEFINITIONS

### 2.01

**Union:** refers to: Association des étudiant-e-s diplômé-e-s employé-e-s de McGill/ Association of Graduate students employed at McGill.

### 2.02

**Bargaining Unit:** refers to: tous les salariés et toutes les salariées au sens du Code du travail, étudiants diplômés et étudiantes diplômées à l'université McGill, du Campus du centre-ville et du campus Macdonald, auxiliaires à l'enseignement (teaching assistants) et démonstrateurs (demonstrators) de l'université McGill à l'exception des étudiants diplômés rémunérés et étudiantes rémunérées à même les subventions spéciales.

### 2.03

**Employee:** refers to any employee included in the Bargaining Unit.

### 2.04

**Hiring Unit:** refers to a University entity, such as a Department, Centre or School, that employs employees of the Bargaining Unit.

### 2.05

**University or Employer:** McGill University (The Royal Institution for the Advancement of Learning).

### 2.06

**Course Supervisor:** refers to an Emeritus Professor, Full Professor, Associate Professor, Assistant Professor, Adjunct Professor, Professor (Post-Retirement) or Lecturer who is responsible for setting the course objectives, content and method of instruction as well as final grades and grading practices of the course.

- 2.07**  
**Academic Year:** each academic year consists of three (3) terms.
- 2.08**  
**Initial Registration:** refers to the date of the start of the current degree program.
- 2.09**  
**Departmental Union Delegate:** The Departmental Union Delegate is a representative of the employees in a hiring unit, and is an A.G.S.E.M. member, currently or previously, employed in the Hiring Unit.
- 2.10**  
**Hiring Unit Designee:** Is the Graduate Program Director and representative of the employer in the Hiring Unit.
- 2.11** A Teaching Assistant is a Graduate Student employed **to** assist a Course Supervisor as a Teaching Assistant or a Demonstrator.

### **ARTICLE 3 - GENERAL PROVISIONS**

#### **3.01**

The University and the Union may amend this agreement **by** mutual consent at any time.

#### **3.02 University Regulations**

##### **3.02.01**

The University agrees that it shall not adopt or enforce any regulation which would have the effect to cancel or **modify** the provisions of this agreement. The Union has the right to challenge, **by** means of the grievance and arbitration procedure, any regulation which is allegedly discriminatory under this Agreement.

##### **3.02.02**

The University agrees that, before they may take effect, all Senate regulations that may affect the working conditions of the employees shall be discussed by the Union/Management Committee, where such a discussion is requested by the Union.

##### **3.02.03**

The University shall provide the Union with a copy of any non-confidential Senate or Board of Governors regulation or document of a specific interest to the employees as regards their employment as teaching assistants.

##### **3.02.04**

The University shall provide the Union with a copy of any non-confidential document distributed to the members of, or produced by University commissions, councils and committees to which the Union has appointed members, as well as a copy of the proposed agendas and minutes of the McGill Board of Governors and the McGill Senate.

**3.02.05**

The University shall transmit a copy of all current regulations referred to in this Article and the administrative handbook to the Union within thirty (30) days of the signing of this collective agreement.

**3.03 Appendices and Letters of Agreement**

All appendices and letters of agreement found in this agreement shall be an integral part of the present collective agreement.

**3.04 Civil Responsibility**

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 on the part of the employee.

**3.05**

Both parties agree that in the event that legislation renders null and void, or materially alters any provision of this Agreement, all other provisions shall remain in effect for the term of this Agreement.

**3.06**

The use of the feminine pronoun shall be considered to include the masculine except where specifically stated.

**ARTICLE 4 - UNION RIGHTS AND PRIVILEGES****4.01 Recognition**

The University recognizes the Union as being the only official representative and the sole authorized agent of all employees covered by the certification issued on January 11, 1993 (See Appendix I for text).

**4.02 Application**

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

**4.03**

No private agreement relative to working condition different from those foreseen in the present agreement between an employee and the University are valid unless these have been agreed to in writing by the Union.

**4.04**

The current practice concerning work performed by employees not covered by the Bargaining Unit will be maintained.

**4.05**

When a party petitions the Commissioner of Labour to determine if a person or group of persons is in the Bargaining Unit, the prior status of said person or group shall be maintained until a ruling by the Labour Commissioner or by the Labour Court.

**4.06**

The University agrees to provide the Union, by 31 January for the Fall term, June 1 for the Winter term and September 1 for the Summer terms with a statistical breakdown of the Bargaining Unit, including the number of positions in each job classification, the total wages paid for each department and Faculty, and the total wages paid under each job classification.

**4.07**

The University agrees to provide the Union, free of charge except as otherwise specified in this article, with the use of office space, a University mailing number and, access to electronic mail capabilities. The Union shall have the use of a telephone and fax line, the costs of these services to be borne by the Union. The University shall allow the Union to use the University internal and external mail services, duplicating services and meeting rooms on the same basis as other employee associations. The University shall provide the Union with use of a designated bulletin board in each Hiring Unit for the display of Union Notices, Job Postings and other Union related materials.

**Room Booking**

The Union shall have the right to reserve rooms on campus.

**4.08**

In the event that an employee of McGill University, other than those covered by this Agreement, engages in a lawful strike and maintains picket lines, employees covered by this Agreement shall not be required to cross such picket lines.

**4.09 Union Membership and Dues**

Any employee who holds an employment contract and is not a member of the Union shall become a Union member. All new employees shall become members of the Union upon hiring. To do so, an employee shall sign the membership form found in Appendix III. The Union membership form shall be attached to the offer letter (employment contract) sent to Teaching Assistants.

The aforementioned offer letter (employment contract) shall include a statement specifying that employees must complete and sign the attached union membership form. The University shall send the aforementioned membership forms, once they have been filled out and signed, to the Union, within twenty (20) working days of the beginning of their appointment date. Normally this shall be done in a single mailing by the Hiring Unit. However, an employee may rescind her membership at any time by notifying the Union in writing following the signing of the collective agreement or her hiring contract.

**4.10**

The University is not required to dismiss an employee because the union has refused, suspended, or rescinded her union membership.

**4.11.01**

For the duration of this agreement, the University will withhold from the pay of each employee in the bargaining unit, the dues fixed by the Union, and remit the sum thus withheld to the Union Treasurer once a month, within fifteen (15) calendar days of the last deduction processed during each month. At the same time the University will forward to the Union a list, in electronic format, of employee names (both family and first), their mailing addresses, their employing Hiring Units, their salaries and the amount of union dues deducted.

**4.11.02**

The Union shall inform the Employer in writing of any change in the amount of regular dues to be deducted and the Employer shall deduct for such dues at the rate of which it has received most recent notice.

**4.11.03**

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

**4.12 Union Liberations****4.12.01**

In recognition of the fact that service on the Union Co-ordinating Committee limits the ability of employees to make themselves available for employment, the University agrees to pay the Union by June 1<sup>st</sup> of each year, the equivalent of the salary of six (6) Teaching Assistantships. This amount shall be distributed among the members of the Co-ordinating Committee as seen fit by the Union, which shall inform the University of the details of the distribution for priority pool entitlement which are not to exceed six (6) appointments.

**4.12.02**

Twelve (12) months prior to the expiry date of the Collective Agreement, the University will pay the Union an amount equivalent to the salary of three (3) Teaching Assistants to fund the liberations for Union services to prepare for negotiations of the new collective agreement.

**4.12.03**

Within ten (10) working days following receipt of the Union's proposals for the new collective agreement, the University will pay the Union an amount equivalent to the salary of three (3) Teaching Assistants to fund liberations for negotiation services.

**ARTICLE 5 - MANAGEMENT RIGHTS****5.01**

All management rights, functions and prerogatives which the University has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Employer. The University recognizes its responsibility to exercise its management functions in conformity to the provisions of the present agreement.

**ARTICLE 6 - DISCRIMINATION AND HARASSMENT****6.01 Sexual Harassment and Discrimination**

In the application of this collective agreement, neither the University, nor the Union, nor any of their representatives, shall threaten, restrain or unlawfully discriminate against or harass an employee.

All employees are covered by the University **Policy on Harassment, Sexual Harassment and Discrimination Prohibited by Law**. The policy defines the following terms:

- a) *Harassment* means any vexatious behaviour by one Member of the University Community towards another Member of the University Community under the

control and authority of the University in the form of repeated hostile or unwanted conduct, verbal comments, actions or gestures, that affect the dignity, psychological or physical integrity of a Member of the University Community and that result in a harmful environment for such an individual. Within the employment relationship, a single serious incident of such behaviour that has a lasting harmful effect on such an individual may also constitute Harassment.

- b) *Sexual Harassment* means
- i) any Conduct of a Sexual Nature by one Member of the University Community towards another Member of the University Community where sexual activity is made an explicit or implicit term or condition of an individual's employment or status in a course, program, or activity; or, is used as a basis for an employment or educational decision affecting an individual; or
  - ii) any Conduct of a Sexual Nature by one Member of the University Community towards another Member of the University Community the effect of which is to impair that person's work or educational performance where it is known or ought to be known that the conduct is unwelcome.
- c) *Discrimination prohibited by law* means any action, behaviour, or decision based on race, colour, sex (including gender identity), pregnancy, sexual orientation, civil status, age (except as provided by law), religion, political conviction, language, ethnic or national origin, social condition, a disability or the use of any means to palliate a disability which results in the exclusion or preference of an individual or group within the University Community. This includes both the actions of individual members of the University and systemic institutional practices and policies of the University.

Acts of harassment, sexual harassment and discrimination prohibited by law are University offences subject to disciplinary measures.

Nothing shall preclude an employee from exercising any internal or external recourse available. Any grievance concerning such behaviour must be filed within ninety (90) days of the last incidence of the offending behaviour.

This policy is to be interpreted in a manner that is consistent with the goals in the Statement of Principles as well as the provisions of the Civil Code of Quebec, the Quebec Charter of Human Rights and Freedoms, and the Labour Standards Act of Quebec.

## **6.02**

Any grievance concerning psychological harassment must be filed within ninety (90) days of the last incidence of the offending behavior.

## **ARTICLE 7 - UNION/MANAGEMENT COMMITTEE**

### **7.01**

The Union and the University acknowledge the mutual benefit to be derived from joint consultation and therefore agree to establish a Union/Management Committee consisting of three (3) representatives from each Party.



**7.02**

This Committee will discuss questions relating to the application and interpretation of the Collective Agreement, and will act in a proactive manner so as to encourage cooperation, understanding, and harmonious relations between the employees and the employer.

**7.03**

The Union/Management Committee shall meet at the request of either of the Parties, and is convened by the University. Such a meeting shall be held at a mutually agreeable time within reasonable time limits.

**7.04**

The Party requesting the meeting of the Committee or which adds an item to the agenda shall provide the other Party with any pertinent documentation at the time of its request. The employer shall forward written notice of the convocation and the proposed agenda to the Union.

A representative of each Party shall be designated by each Party as Joint Chairperson of the Committee and the two (2) persons shall alternate in chairing the meetings of the Committee.

**7.05**

If either Party fails to send at least two (2) representatives to a meeting that has been duly convened, this meeting shall automatically be postponed to a mutually agreeable time.

**ARTICLE 8 -GRIEVANCES AND ARBITRATION****8.01**

- (i) A grievance shall be defined as any difference arising between the University and the Union, an employee, or a group of employees out of the interpretation or application of this Agreement.
- (ii) The parties agree to deal with all grievances filed fairly and promptly.
- (iii) The intention of the Parties shall be to encourage the settling of grievances as often as possible.

**8.02**

The University acknowledges the rights and duties of Union representatives to assist employees in preparing and presenting a grievance.

**8.03**

The parties agree to conform to the following procedure to settle grievances.

**8.04**

A grievor has the right to attend her grievance hearing at any step. A grievor has the right to be accompanied by Union representatives at any Step of the procedure, if she so requests. At any step of the procedure, the Union may state the grievance or disagreement in either French or English.

## **8.05** Complaint Stage

The parties to this agreement strongly support an informal problem-solving process. Therefore, an employee, a group of employees or the Union having a problem with any employment issue which could rise to a grievance, may discuss it with the appropriate supervisor to try to resolve it. The employee, or group of employees may be accompanied by their Union representative if they so desire. If this informal discussion between the employee(s) and their supervisor does not succeed in resolving the problem, the employee(s) may use the grievance procedure. However, it is not necessary for an employee, a group of employees or the Union to complete the Complaint Stage before filing a grievance.

### **8.06.01** First Step: Hiring Unit Chair

At any time, an employee, a group of employees or the Union who wishes to make a grievance files it in writing with Human Resources within twenty (20) working days following knowledge of the occurrence giving rise to the grievance but not longer than six (6) months following the occurrence of the fact.

Human Resources shall promptly send a copy of the grievance to the Hiring Unit Chair for action.

### **8.06.02**

Within five (5) working days following the receipt of the grievance by Human Resources, the Hiring Unit Chair shall issue her response in writing to the Union.

### **8.06.03**

The Union agrees to designate representatives in each Hiring Unit who will assist employees in that Faculty during the First Step of any grievance.

### **8.07.01** Second Step: Hiring Unit Faculty Dean

If the Hiring Unit Chair fails to respond or if the response is unsatisfactory, the Union or the University can submit the case to the Hiring Unit Faculty Dean within the ten (10) working days following receipt of the written response foreseen in 8.06.02 or following the end of the time period also foreseen in 8.06.02, should no response be given.

### **8.07.02**

Within the five (5) working days following receipt of the grievance, the Hiring Unit Faculty Dean shall provide a written response to the Union.

### **8.07.03**

The Union Grievance Co-ordinator and/or the Union Faculty Representative or their designates shall act as the Union representatives to assist employees during the Second Step of any grievance.

## **8.08** Third Step: Arbitration

If the Union wishes to submit a grievance to arbitration, it must advise the Employer in writing within thirty (30) working days following the receipt of the written response in 8.07.02 or following the end of the time period also foreseen in 8.07.02, should no response be given.

**8.09**

Upon mutual agreement, the Parties shall select a single arbitrator to hear the grievance. If the Parties cannot agree on the choice of an arbitrator, either Party may request that the arbitrator be designated by the Minister of Labour, in conformity with the provisions of the Quebec Labour Code.

**8.10**

The parties may agree to submit several grievances of the same kind to the same arbitration.

**8.11**

Arbitrators hold the powers granted to them by the Labour Code.

**8.12**

In disciplinary matters and administrative matters leading to the termination of employment, the arbitrator can:

- a) re-establish the employee's rights, with full compensation;
- b) uphold the measure;
- c) render any other decision which is fair and just under the circumstances.

**8.13**

When a grievance submitted to arbitration requests monetary compensation, the Union or the employee is not required to specify the amount of the claim. If, in the arbitrator's opinion, the grievance is founded in whole or in part, the parties shall attempt to reach an agreement on the sum due. When a grievance submitted to arbitration includes a monetary settlement, the arbitrator can require that the legal interest be added to the actual amount owed from the filing of the grievance. Should a disagreement arise, this disagreement shall be submitted to the same arbitrator by written notice, and in this case the other provisions of the present article shall apply.

**8.14**

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

The University shall make reasonable efforts to hold the arbitration hearings at McGill, failing which the University shall assume the cost of the arbitration room.

**8.15**

The University shall provide leave without loss of pay to the griever, any employee called as a witness and to one Union representative during any hearing held by an arbitrator.

**8.16**

The Union Counsellor, Union Grievance Co-ordinator and Union Faculty Representative, or their designates shall act as the Union representatives to assist employees during any hearings before an Arbitrator.

**8.17**

At any time an employee or a Union representative may meet a University representative to settle a problem, without prejudice to the grievance procedure. However, a Union representative must be

present at all formal meetings where the resolution of a grievance is discussed. All grievance settlements reached between the parties must be the subject of a written agreement signed by the authorized representatives of the parties. This agreement is binding on the parties.

#### **8.18**

A technical error in the drafting of a grievance does not nullify the grievance. The written grievance shall be considered as confirmation of the issue in contention and if an amendment is necessary, in so far as possible, it shall be presented before the hearing and may not change the nature of the grievance.

#### **8.19**

Any of the time allowances set out in this Article may be extended by mutual agreement. Such agreement shall not be unreasonably withheld.

#### **8.20**

In exceptional circumstances, the Union may apply to the employer for expedited processing of a grievance. Human Resources shall respond to this application within five (5) working days. When it is agreed that circumstances warrant it, the Parties can agree to accelerate the time limits outlined in this Article or proceed directly to arbitration after Step 1.

### **ARTICLE 9 - DISCIPLINARY MEASURES**

#### **9.01**

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

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

It is the declared intention of the parties to this agreement that the procedure contemplated in article 9 be used only in cases of misconduct, insubordination, negligence or neglect of duty.

#### **9.02**

The University accepts and will adhere to the principles of progressive discipline with which the procedure set forth below shall comply. However, the University may, where the gravity of the circumstances surrounding the alleged offence so warrant, impose disciplinary measures it sees fit.

#### **9.03**

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

#### **9.04**

- a) After twelve (12) months, if no further disciplinary measures have been imposed, all previous disciplinary measures shall be removed from an employee's file.
- b) Any disciplinary measure which has been the object of a decision in favour of the employee is withdrawn from her file.

- c) The employee and the Union must receive a copy of any disciplinary measure placed in the employee's file, failing which the document may not be used in an arbitration.

#### **9.05**

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

- a) A suspension or dismissal must be preceded by a meeting between the University, the Union and the employee concerned.
- b) The employee and the Union shall be convened to the meeting in writing with at least three (3) working days of notice, which notice shall inform the employee of the disciplinary nature of the meeting.
- c) During this meeting, the University shall inform the Union and the employee of the grounds on which it intends to suspend or dismiss the employee.
- d) If there is an agreement between the University and the Union, the terms of this agreement shall take effect upon the signing of a written understanding in this regard.
- e) In the event of a disagreement, the University's decisions shall take effect upon notice thereof to the employee. Notice of the decision shall be given to the employee in writing, at her last known address; a copy of the notice in question shall also be sent to the Union.

#### **9.06**

An employee or the Union may grieve a disciplinary measure taken against her.

In the case of a suspension or dismissal, where a disagreement contemplated in section 9.05 e) has occurred, the employee or the Union may file a grievance immediately at the second step of the Grievance Procedure.

### **ARTICLE 10 - EMPLOYMENT FILE**

#### **10.01**

An employment file shall be kept for each employee in each Hiring Unit where she has an appointment. The employment file shall contain only copies of the employee's application and appointment records as well as documents relating to her employment. The employment file shall be separate from the employee's record as a student.

#### **10.02**

With the exception of student evaluations or summaries of student evaluations, no anonymous material shall be included in the file.

#### **10.03**

The appointment records shall be maintained in a confidential staff file at the Department of Human Resources.

**10.04**

The employment file shall be available to the employer for use in making administrative decisions regarding employment. An employee who applies for a position in a Hiring Unit other than that of previous employment shall be deemed to have given prior consent to the release of the employee's employment file to the Hiring Unit to which application has been made.

**10.05**

An employee, upon written notice to the Hiring Unit, shall be entitled to add any material relevant to performance, achievement or progress to her employment file.

**10.06**

An unfavourable document entered in an employee's file may be contested by the employee or the Union by resorting to the grievance procedure.

**10.07**

Subject to applicable laws governing access to personal information, upon notice in writing to the Hiring Unit Chair, an employee, a former employee and/or her authorized union representative shall be able to inspect the contents of her file, and add, if the employee so wishes, any relevant comments. No documents therein shall be released physically or orally for any other reason without the employee's prior consent in writing.

**ARTICLE 11 - POSITIONS****11.01            Positions**

A Teaching Assistant is a graduate student appointed to assist a Course Supervisor with the instruction and evaluation of students in a course. A teaching assistant works under the guidance and supervision of the Course Supervisor who is responsible for setting the course objectives, content and method of instruction as well as final grades and grading practices of the course.

**11.02            Workload and Hours of Work****11.02.01****(i)                Full Appointment**

A full teaching assistantship shall consist of a maximum of one hundred and eighty **(180)** hours of work per term. Appointments for a full teaching assistantship span of fifteen **(15)** weeks and involve an average of twelve **(12)** hours per week. Work may begin prior to the commencement of the academic term and may continue beyond the end of the academic term.

**(ii)               Fractional Appointment**

Work loads less than those of a full teaching assistantship may be established. Such appointments shall be considered fractional appointments. Normally such appointment will not be for less than forty-five **(45)** hours per term.

In such cases, an employee may have more than one fractional appointment per term. The total number of hours worked may in no case exceed one hundred and eighty **(180)** hours per term, subject to the terms of 11.02.01(i).

**(iii) Temporary Assignment**

Temporary assignments are intended to fill short-term needs such as, but not exclusively, replacement. Such appointments do not require posting.

**11.02.02 Assignment of Work**

- (i) All assigned duties of a Teaching Assistant appointed to a Full, Fractional or Temporary Assignment shall be included in the calculation of required hours of work and indicated in writing in the Workload Form as per 11.02.03(ii).
- (ii) Any course-specific training required by the Course Supervisor shall be included in the hours specified in Article 11.02.01 and shall take place during the period of time that the employee holds the position. Such training will be provided with timely advance notice.
- (iii) Employees preparing for a comprehensive examination, thesis defense or honors research paper defense, in their own degree program, may avail themselves of either option a) or b) below:
  - a) Employees may request in writing, to the Course Supervisor, to be relieved from their duties for a period of four (4) calendar days immediately prior to said examination or defense. Such request must be made with as much notice as possible.

Permission will not be unreasonably denied if the duties can be exchanged, without prejudice to the University, with other teaching assistants in the hiring unit at no extra cost for the employer. The employee has the responsibility to make arrangements with a replacement, acceptable to the Course Supervisor, before the leave is requested.

- b) Employees shall be granted unpaid leave of seven (7) calendar days immediately prior to said examination or defense. Such request must be made to the Course Supervisor in writing, thirty (30) days prior to the beginning of such leave. The Course Supervisor has the responsibility of finding a replacement.

**11.02.03**

- (i) The employee and the Course Supervisor share a mutual responsibility to ensure that the total hours of work as set out in the offer of employment shall not be exceeded.
- (ii) Workload Form  
The Course Supervisor shall schedule a meeting with the Teaching Assistant and shall confirm the duties, responsibilities and estimated time allocation in writing using the Workload Form appearing in Appendix II.
- (iii) The Workload Form shall be completed by the Course Supervisor in discussion with the Teaching Assistant by the end of the drop/add period.
- (iv) The Workload Form shall set out the objectives of the Teaching Assistantship for the stated course. One copy of the completed form shall be remitted to the Teaching Assistant, along with the copy of the Course Syllabus; another copy shall be retained by the Course Supervisor and a third copy shall be placed in the employee's departmental file. A fourth copy shall be forwarded to Human Resources. The Union shall have access to the Workload Forms within five (5) working days of the request.

The Course Supervisor and the employee shall meet within two (2) weeks of midterm to review the objectives and make appropriate revisions to the Workload Form as required.

### **11.03**

The University shall not require an employee to reimburse or to carry forward to another term any hours not worked in the appointment.

### **11.04 Procedure for the Resolution of Problems Related to Working Conditions**

An employee with a problem concerning the application of her working conditions is encouraged to discuss it with the Course Supervisor to solve the problem. If this discussion between the employee and Course Supervisor does not succeed in resolving the problem, the employee may discuss the matter with the Hiring Unit Designee. The Hiring Unit Designee shall use all reasonable efforts to resolve the problem to the satisfaction of both the employee and Course Supervisor.

#### **11.04.01 Workload Dispute Settlement Procedure**

The parties agree that for the duration of the collective agreement, disagreements on the hours of work and scheduling of duties will be settled by resorting to the following dispute settlement procedures:

- (i) Where an employee has reason to believe that she may be unable to perform the assigned duties within the hours specified in accordance with article 11.02.03, the employee shall discuss the concerns with her supervisor as soon as possible.
- (ii) If a disagreement exists, the employee may approach the Chair of the Hiring Unit. The Chair, or her delegate, shall meet with the supervisor and the employee who may be accompanied by her union representative and examine any materials relevant to the disagreement. The Chair shall render a decision within five (5) working days of being apprised of the dispute.
- (iii) If a disagreement persists or if the Chair fails to render a decision, the employee or the Union may request that the Chair refer the case to an ad-hoc Union/Management Committee formed of two representatives each of the Employer and the Union. The Committee shall establish its own internal rules of process. The Committee shall render a decision within ten (10) working days of being apprised of the dispute. The decision of the committee is binding on the parties and cannot be grieved.

If the overtime hours are justified, the committee must award the payment, at their regular hourly rate, for all additional hours worked in excess of the total number of hours as set out in the offer of appointment. However, no such payment may be awarded where the additional hours resulted from the employee's choice of approach to her duties. The committee may also propose other solutions.

- (iv) If the committee does not dispose of the disagreement, the employee or the Union may file a grievance at Step 2 of the grievance procedure.

## **ARTICLE 12 - POSTINGS/APPLICATIONS**

### **12.01 Posting**

#### **12.01.01**

- (i) Vacancies for Teaching Assistant positions within each Hiring Unit will be posted on the Department's designated bulletin board and on a centralized website accessible to all.



- (ii) Hiring Units shall post positions expected to be available during the following term, based on a projection of courses to be offered and on an estimate of the number of positions available. Such announcements shall be posted by:
- March 1 for Summer courses
  - March 15 for Fall and Full Year courses
  - October 15 for Winter courses

Such announcements are considered tentative, pending final determination of course offerings and enrolments. Such announcements shall be posted for thirty (30) days.

#### **12.01.02**

The postings described in 12.01.01 (i) and (ii) shall include: date of posting, identification of the Hiring Unit, title and course number, estimate of the number of Teaching Assistants positions available, total hours of work per term, effective dates of appointment, hourly rates and salary per term, required qualifications, summary of required duties, application deadline and procedure, and the statement: "McGill University is Committed to Equity in Employment".

#### **12.02**            Application

- (i) All applicants for posted position vacancies must apply, using the application form provided, by the appropriate Hiring Unit by the close of the posting.
- (ii) The application form will provide the applicant with the opportunity to indicate three (3) course preferences, and to indicate whether they wish to be considered for other courses for which they meet the required qualifications.
- (iii) The University is under no obligation to consider applications submitted after the application deadline.

#### **12.03**            Supplementary posting

When a vacancy occurs in a course for which positions were not previously posted in accordance with 12.01, such vacancy shall be posted. Such announcements shall remain posted as follows:

- (a) before the start of the term, for five (5) working days.
- (b) after the start of the term, for two (2) working days.

#### **12.04**

All postings shall be made available to the Union within 5 working days from the date of posting.

### **ARTICLE 13 - SELECTION AND APPOINTMENT**

#### **13.01.01**        Priority Pool

An Employee registered in a graduate degree program at the University, who has held at least one (1) Teaching Assistantship or portion thereof in a Hiring Unit is a member of that Hiring Unit's priority pool.

#### **13.01.02**

Employees will not remain in the Priority Pool beyond the following deadlines:

**Master's Degree Candidates:**

Two **(2)** years from initial registration in the degree program.

**Doctoral Degree Candidates:**

Four **(4)** years from initial registration in the degree program, however if admitted at the Ph.D. 2 level in no case shall the total Priority Pool entitlement exceed five **(5)** years including years spent in the Priority Pool as a Master degree candidate.

An employee, who has an authorized leave of absence from her studies for parenting or maternity reasons in conformity to Article 16, may request the extension of her priority pool entitlement for a period not to exceed two **(2)** years. Also, an employee who has an authorized leave of absence for medical reasons may request the extension of her priority pool entitlement for a period not to exceed one **(1)** year. The employee must make her request for such an extension in writing to her Hiring Unit and, in the case of leave for medical reasons, accompany the request with a medical certificate. The University will not refuse such an extension without valid grounds.

The employer may grant upon request up to one **(1)** year deferment of an employee's priority pool entitlement in order for the employee to conduct field research.

Priority shall be granted for no more than one **(1)** appointment in each term.

**13.01.03**

A teaching assistant ceases to be an employee of the University and is automatically removed from the priority pool when she:

- (i) resigns;
- (ii) is terminated, unless she is reinstated;
- (iii) no longer is a graduate student.

**13.01.04**

Notwithstanding **13.01.03** (i) above, an employee who does not apply for a term, refuses an offered appointment or resigns prior to the beginning of term does not waive her priority pool entitlement for subsequent terms within the time frame specified in **13.01.02**.

**13.02 Appointment****13.02.01**

Appointments are offered to the following three **(3)** categories of applicants:

- Category I: applicants from outside the bargaining unit who shall be graduate students in the term of the appointment.
- Category II: applicants from within the priority pool of the Hiring Unit
- Category III: applicants from within the bargaining unit who have exhausted their priority pool entitlement by virtue of **13.01.02**.

**13.02.02**

In each Hiring Unit, appointments will be made in accordance with the following procedure:

1. A number of appointments may be reserved by the employer for Category I appointees. The number shall not exceed the number of employees who have left the priority pool in the appropriate reference period, which is defined as follows:
  - a. For Fall term appointments:
 

The reference period is the Winter and Summer terms. The number of appointments reserved for Category 1 appointees is equal to the sum of the number of employees who have lost or who will lose the right to priority pool entitlement in the Winter and Summer terms.
  - b. For Winter term appointments:
 

The reference period is the Fall term. The number of appointments reserved for Category I is equal to the sum of the number of employees who have lost or who will lose the right to priority pool entitlement in the Fall term.
2. All remaining appointments are offered to Category II applicants.
3. After Category II appointments have been made, including supplementary postings in accordance with clause 12.03, remaining appointments may be offered to Category I or Category III applicants.

### **13.02.03**

In the event that it is not possible to offer employment to all qualified Priority Pool applicants in the Hiring Unit, appointments shall be granted in decreasing order of priority to:

Employees registered at the Ph.D. 4 level and registered at Ph.D. 5 level (as provided for in article 13.01.02),  
 Employees registered at the Ph.D. 3 level,  
 Employees registered at the Ph.D. 2 level,  
 Employees registered at the Master's 2 level,  
 Employees registered at the Ph.D. 1 level,  
 Employees registered at the Master's 1 level.

In the event of a tie, priority shall be given to the employee who has accumulated the greatest number of hours of appointment.

If a tie still persists, priority will be determined in accordance with Employment Equity Guidelines, as established by the Union-Management Committee. Until such time as the Employment Equity Guidelines are established, if a tie still persists, priority will be determined by random draw.

## **13.03 Selection**

### **13.03.01**

For the purpose of making appointments, the Employer must consider the applicant's academic qualifications, other general qualifications as posted, and formal written performance evaluations filed in accordance with Article 14, which are relevant to the position.

### **13.03.02**

For the purpose of course assignment, the Employer shall consider the preferences of applicants. However, given the specific requirements of certain positions and, in order to appoint qualified

employees to all courses, the Employer may appoint employees to positions other than those indicated in the preferences.

### **13.03.03**

Within thirty (30) days of the application deadline, The Hiring Unit shall provide, in electronic format or hard copy to the Departmental Union Delegate a tentative list of appointments to be made for the coming term, which includes, the following:

- Identification of the Hiring Unit
- Name of Teaching Assistant
- Indication that she is/is not a member of the Hiring Unit's priority pool
- The course title and number
- Total hours of the appointment
- Teaching Assistant's degree and year
- For the Ph.D. 5 students, an indication as to whether they began their Program at the Ph.D. 1 or Ph.D. 2 level
- E-mail address of Teaching Assistant
- Course Supervisor

The Hiring Unit shall consult with the Departmental Union Delegate on the list prior to sending notifications of appointment, and provide clarifications on the selection where necessary.

The Departmental Union Delegate shall have access to the applications of Category II and Category III applicants submitted before the application deadline. In the event that Teaching Assistants in the priority pool, who have applied are not on the tentative appointment list, the department shall provide the Departmental Union Delegate with the information necessary to verify that Article 13 has been respected. If there is no Departmental Union Delegate available for this process, the Hiring Unit shall contact the Union by electronic mail at the address indicated in Article 15.07, so that one can be appointed.

At all times, the Departmental Union Delegate may be accompanied by another member of A.G.S.E.M.

## **13.04 Notification of Appointment**

### **13.04.01**

Applicants will be advised in writing of the outcome of their application at their internal McGill address within thirty-five (35) days from the application deadline. Furthermore, the employer shall endeavor to promptly inform the employee of the particular course to which she has been assigned.

Successful applicants will receive two (2) copies of the letter of offer, which shall include the identification of the Hiring Unit, and to the extent available at the time of offer, the position's title and classification, course title and number, appointment dates, total number of hours and salary.

### **13.04.02**

Members of the bargaining unit to whom a position has been offered will accept in writing, by signing and returning one of the two copies of the letter of offer which was sent to the employee, within five (5) working days of receipt of the offer, unless prevented from doing so due to documented illness.

**13.04.03**

Notwithstanding **13.04.01** and **13.04.02**, a position posted under article **12.03** may be offered verbally and must be accepted within twenty-four (**24**) hours of the offer. The offer and acceptance shall subsequently be confirmed in writing by both parties in accordance with **13.04.01** and **13.04.02**.

**13.04.04 Indemnity for Withdrawal of Offer**

The employer may withdraw a position offered to a candidate.

- (i) When a position has been offered to a candidate in accordance with article **13.04.01** is withdrawn, the Teaching Assistant shall be placed in a vacant position of at least equivalent remuneration, if such position is available, subject to the employee meeting the required qualifications.
- (ii) If an employee refuses an alternate appointment offered in accordance with (i), she will be deemed to have resigned from her position and will not be entitled to any compensation. Notwithstanding the preceding, the provision at **13.01.04** will apply to an employee who refuses an alternate appointment.
- (iii) When the position offered as per article **13.04.01** is withdrawn for insufficient enrolment or course cancellation and no position is available as specified in section (i), she shall receive **2/15** of the appointment's salary. When the position is withdrawn for any other reasons, the employee shall receive **2/5** of the appointment's salary.
- (iv) Notification of all withdrawals must be provided immediately to the Union, in writing, by mail or by electronic mail.

**13.04.05**

An employee resigning her Teaching Assistant position shall provide in writing to her immediate supervisor a minimum of thirty (**30**) calendar days notice of her intention to resign.

**13.05**

By the twenty-first (**21<sup>st</sup>**) calendar day of each term, each Hiring Unit shall send the Union in electronic version and post a list of all appointments made in the current term.

The list sent to the Union in electronic version shall include:

- Identification of the Hiring Unit
- Name of the Teaching Assistant
- Indication that she is/is not a member of the Hiring Unit's priority pool
- The course title and number
- Total hours of the appointment
- Teaching Assistant's degree and year
- For the PH.D. 5 students, an indication as to whether they began their program at the Ph.D.1 or Ph.D. 2 level
- E-mail address of the Teaching Assistant
- Course Supervisor
- Employee number

The list posted in the Hiring Unit shall include the course title and number, the total hours of the appointment and the teaching assistant's degree and year. By the last day of classes in each term, the Hiring Unit shall provide the Union with a list of final enrolment numbers for each course in which the Teaching Assistants were employed.

**13.06**

Departments will provide orientation to first time Teaching Assistants by such means as department course meetings.

**ARTICLE 14 - PERFORMANCE EVALUATIONS****14.01**

The purpose of employee performance evaluations is to assess the employee's performance and thereby assist the employee in developing and improving her skills and, to ensure a standard of acceptable employee performance.

**14.02**

An employee's ongoing performance is normally subject to a formal written evaluation once during any academic term of appointment. Student's assessment may be part of the employee's performance evaluation.

**14.02.01**

An informal evaluation of the employee's performance may take place, where the supervisor shall bring forward to her attention any concerns or problems regarding her performance. However, this in no way restricts the employer from conducting formal written evaluations.

**14.02.02**

The University agrees to consult the Union/Management Committee when developing the criteria to be used for performance evaluations, including student assessment forms.

The evaluation criteria shall be communicated to the employee in writing, at the beginning of her employment term.

**14.03**

A formal written evaluation must be discussed with the employee within thirty (30) days of the performance evaluation. The employee has the right to Union representation at any meeting at which a formal evaluation is discussed. The employee shall sign the written evaluation to acknowledge that a discussion took place. The employee may add her written comments to the performance evaluation if she so desires.

**14.04**

All formal written evaluations shall be included in the employee's employment file. In considering performance evaluations, more recent evaluations shall generally carry greater weight.

**ARTICLE 15 -GENERAL****15.01 Office Space and Facilities**

The Hiring Units shall ensure that employees are allocated space and the use of facilities, services and, until the assigned duties have been completed, equipment (including but not limited to, textbooks, photocopying, novels, lab materials, lab manuals, paper, printing, course packs, music sheets etc.) as required for the performance of their duties, according to availability.

**15.01.02**

The Hiring Unit shall reserve rooms in which the employee performs her regular duties.

**15.01.03**

Within one week of the add/drop period, the Hiring Unit shall provide the Teaching Assistant with the full name and official McGill e-mail address of the students registered in the course to which the Teaching Assistant is assigned.

**15.02 Health & Safety**

The University recognizes its responsibility to maintain safe working conditions for its employees.

**15.02.01**

All employees shall be made aware of occupational health and safety regulations related to their employment.

**15.02.02**

The University will provide employees with safety equipment, materials and protective devices required for the safe performance of an employee's duties.

**15.02.03**

The Union shall have the right to appoint a representative to the University's Central Safety Committee.

**15.02.04**

The University will ensure first-aid services 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.

**15.02.05**

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.

**15.03 Travel and Other Expenses**

Pre-authorized expenses, including kilometrage, incurred by the employee in the performance of her duties will be reimbursed in accordance with the *Travel and Other Personal Reimbursements* policy of the University.

**15.04**

The University shall consult with the Union within the framework of the Union/Management Committee on the provision of professional workshops and training for bargaining unit members, such as those offered by the Centre for University Teaching and Learning (CUTL).

### **15.05 Printing and Distribution of the Collective Agreement**

The University shall provide the Union with the collective agreement for verification before printing and distribution. The University shall print and distribute sufficient copies of this agreement and shall bear the printing and distribution costs.

Following the signing of the collective agreement the University shall distribute a copy of the collective agreement to Teaching Assistants within five (5) working days of the beginning of their appointment.

The University shall thereafter distribute to Teaching Assistants a copy of the collective agreement within five (5) working days of the beginning of their first appointment.

### **15.06**

In computing any delay fixed by this agreement:

- (i) the day which marks the start of the delay is not counted, but the terminal day is counted.
- (ii) Saturdays and Sundays are not counted.
- (iii) the following days are not counted:

- December 24 to January 2, inclusively
- Good Friday and Easter Monday
- June 24
- July 1, or 2 where the 1st falls on a Sunday
- the first Monday of September
- the second Monday of October
- the Monday preceding May 25.

### **15.07 Correspondence**

All official correspondence between the parties shall be sent as follows, except as otherwise provided:

To the University: Human Resources  
McGill University  
688 Sherbrooke Street West, room 1520  
Montréal Qc H3A 1R3

Or, as designated at a future date

To the Union: Association des étudiant-e-s diplômé-e-s employé-e-s de  
McGill/ Association of Graduate students employed at McGill  
3479 Peel Street, 3<sup>rd</sup> Floor  
Montréal Qc H3A 1W7

(E-mail address: [agsem@web.net](mailto:agsem@web.net))  
Or, as designated at a future date



## ARTICLE 16 - LEAVES

### 16.01 Maternity Leave

#### 16.01.01

In case of pregnancy, an employee will be entitled to a maternity leave without pay, of not more than eighteen (18) consecutive weeks unless, at her request, the University consents to a longer maternity leave.

The employee may spread the maternity leave as she wishes before or after the expected date of delivery. However, where the maternity leave begins on the week of delivery, that week shall not be taken into account in calculating the maximum period of eighteen (18) consecutive weeks.

If the delivery takes place after the expected date, the employee is entitled to at least two (2) weeks of maternity leave after the delivery.

The maternity leave may not begin before the beginning of the sixteenth (16<sup>th</sup>) week preceding the expected date of delivery and shall not end later than eighteen (18) weeks after the week of delivery.

#### 16.01.02

The employee must specify in writing to her Department Head or to the Department of Human Resources, the dates of her intended Maternity Leave, at least three (3) weeks prior to the date of commencement of the leave. The notice must be accompanied with a medical certificate attesting to the pregnancy and the expected date of delivery. Where applicable, the medical certificate may be replaced by a written report signed by a midwife.

The notice may be of less than three (3) weeks if the medical certificate attests that the employee needs to stop working within a shorter time.

From the sixth (6<sup>th</sup>) week preceding the expected date of delivery, the University may, in writing, require a pregnant employee who is still at work to produce a medical certificate attesting that she is fit to work.

If the employee refuses or neglects to produce the certificate within eight (8) days, the University may oblige her to take her maternity leave immediately by sending her a written notice to that effect giving reasons.

#### 16.01.03

Where there is termination of pregnancy before the beginning of the twentieth (20<sup>th</sup>) week preceding the expected date of delivery, the employee is entitled to a special maternity leave, without pay, for a period of no longer than three (3) weeks, unless a medical certificate attests that the employee needs an extended leave.

If the termination of the pregnancy occurs in or after the twentieth (20<sup>th</sup>) week, the employee is entitled to a maternity leave without pay of a maximum duration of eighteen (18) consecutive weeks beginning from the week of the event.

#### 16.01.04

Where there is a risk of termination of pregnancy or a risk to the health of the mother or the unborn child, caused by the pregnancy and requiring a work stoppage, the employee is entitled to a special

maternity leave, without pay, for the duration indicated in the certificate from a qualified medical practitioner stating the existing risk and indicating the expected date of delivery.

The leave is, where applicable, deemed to be the maternity leave provided for in section **16.01.01** from the beginning of the fourth (4th) week preceding the expected date of delivery.

If an employee presents a medical certificate stating that the working conditions of her job contain physical danger or risks of infectious disease for her, her unborn child or the child she is breast-feeding, the University will attempt to temporarily relocate the employee in an alternate position while continuing all the rights and privileges of her normal position. If the University is unable to transfer the employee to a suitable alternate position, the employee will be immediately granted a special leave, with conformity to provisions under the Act respecting Occupational Health and Safety, until a suitable alternate position becomes available before the end of her term, or until the date of delivery, at which time the regular maternity leave will begin or till the child is weaned.

#### **16.01.05**

If, before her Maternity Leave ends, an employee presents a certificate from a qualified medical practitioner stating that, for the health of the employee or of her child, it would be preferable that the mother not return to work at the end of the Maternity Leave, the employee's Maternity Leave will be extended for the duration indicated in the medical certificate.

During this extension, the employee will receive neither indemnity nor salary.

When a newborn child is not in a state to leave the hospital or is hospitalized during the maternity leave, the employee may interrupt her Maternity Leave and return to work. The leave may only be interrupted once. The Maternity Leave may then be resumed when the state of health of her baby is such that hospitalization is no longer required.

#### **16.01.06**

An employee may be absent from work without pay for a medical examination related to her pregnancy or for an examination related to her pregnancy carried out by a midwife. She shall advise the University as soon as possible of the time at which she will be absent.

### **16.02 Paternity leave**

An employee is entitled to a paternity leave of not more than five (5) consecutive weeks, without pay, on the birth of his child.

The paternity leave shall not begin before the week of the birth of the child and shall not end later than fifty-two (52) weeks after the week of the birth.

### **16.03 Parental Leave**

#### **16.03.01**

The father and the mother of a newborn and the person who adopts a minor child are entitled to a parental leave without pay, of not more than fifty-two (52) consecutive weeks. An employee who adopts the child of her spouse is not entitled to this leave.

The parental leave may not begin before the week of birth or, in the case of adoption, the day the child is entrusted to the care of the employee within the framework of an adoption procedure or the day the employee leaves her work to go to a place outside Québec in order that the child be entrusted to her. It shall end not later than seventy (70) weeks after the birth or, in the case of adoption, seventy (70) weeks after the child was entrusted to the employee.

**16.03.02**

Before going on parental leave, an employee must give the University a notice of at least three (3) weeks, indicating the date the employee will begin her leave and the date when she will return to work. However, the notice may be shorter if accompanied by a medical certificate validating the state of health of the child or of the mother.

At the end of a maternity, paternity or parental leave, the employee shall be reinstated in her regular position with the same benefits, including the wage to which she would have been entitled had she remained at work.

If the position held by the employee no longer exists when she returns to work, the University shall recognize all the rights and privileges to which the employee would have been entitled if she had been at work at the time her position ceased to exist. Such employee is eligible for appointment subject to the terms of article 12, if the employee is available for work as of the beginning of the third (3<sup>rd</sup>) week of the term. Notwithstanding the preceding, the employee must be available at the beginning of the summer term to be eligible for appointment for that term, subject to article 12.

**16.03.03**

An employee may be absent from work ten (10) days a year without pay to meet obligations related 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 the employee's spouse, father, mother, brother, sister or one of the employee's grandparents. This leave may be divided into days. A day may also be divided with the University's consent. The employee must notify the University as soon as possible of her absence and must take the appropriate measures to limit the duration of the absence.

**16.03.04**

An employee who is credited with three (3) months of uninterrupted service may be absent from work, without pay, for a period of not more than twelve (12) weeks over a period of twelve (12) months where she must stay with her child, spouse, the child of her spouse, her father, mother, brother, sister or one of her grandparents because of a serious illness or serious accident.

The employee must advise the University as soon as possible of an absence from work and, at the request of the University, furnish a document justifying the absence.

However, if a minor child of the employee has a serious and potentially mortal illness attested by a medical certificate, the employee is entitled to an extension of the absence which shall end at the latest one hundred and four (104) weeks after the beginning thereof.

The paragraphs 2 and 3 of section 16.03.02 apply with the necessary modifications, to the employee's absence.

**16.04           Absence for Birth or Adoption****16.04.01**

An employee may be absent from work for five (5) days at the time of the birth of her child or the adoption of a child or where there is a termination of pregnancy in or after the twentieth (20<sup>th</sup>) week of pregnancy. The first two (2) days of absence will be with pay if the employee is credited with sixty (60) days of uninterrupted service.

This leave may be divided into days at the request of the employee. It may not be taken once fifteen (15) days have expired since the child's arrival at the home of his father or mother or after the termination of pregnancy.

An employee who adopts the child of her spouse may only be absent for two (2) days without pay.

## **16.05** Return to Work

### **16.05.01**

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 from any parental, paternity, or maternity leave. Upon her return to work, the employee will benefit of the same rate and working conditions that she would enjoy, had she remained at work.

### **16.05.02**

The University may require a medical certificate from an employee who returns to work within the two weeks following delivery, attesting to the fact that she is fit to work.

## **16.06** Medical Leave

In cases of a short-term medical leave, not to exceed three (3) weeks of the appointment, an authorized exchange of services agreeable to the employee and the course supervisor can be arranged, without reduction in pay.

In cases of a medical leave exceeding three (3) weeks of the appointment, an employee shall be granted a leave of absence without pay.

To qualify for medical leave, the employee must notify the course supervisor as soon as possible at the outset of the medical condition and, if requested, provide a certificate from the attending physician indicating the diagnosis, expected return date. Notwithstanding the above, all employees must provide a medical certificate if the medical leave is to exceed three (3) weeks. All medical certificates are confidential and shall be made available only to University staff on a need to know basis. If an employee wishes to maintain the diagnosis confidential, she may send the medical certificate directly to Human Resources.

For absence due to incidental illness unforeseen by the employee, the employee shall notify the Course Supervisor as soon as possible on that day providing the reason for the absence. The employee shall submit a reasonable proposal for rescheduling the activities affected by the employee's absence at a time and in a manner acceptable to the course supervisor, the employee and, as appropriate, to the students. Where the Course Supervisor deems the scheduled activity cannot be cancelled, the Course Supervisor shall arrange for a substitute, in which case the employee will not suffer a reduction in pay.

## **16.07** Bereavement Leave

An employee may be absent from work,

- a) In the event of the death of her spouse, child, or spouse's child, an employee is entitled to a paid bereavement leave of three (3) consecutive calendar days.
- b) In the event of the death of her mother, father, brother, sister, spouse's mother, spouse's father, spouse's sister, spouse's brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, an employee is entitled to a paid bereavement leave of three (3) consecutive calendar days. In the event of the death of a member of her family residing with the employee, or of a

child, or of a spouse's child not residing with the employee, an employee is entitled to a paid bereavement leave of three (3) consecutive calendar days.

- c) In the event of the death of the grandparents or grandchildren, an employee is entitled to two (2) consecutive calendar days.
- d) In the event of the death of the daughter-in-law and son-in-law, an employee is entitled to one (1) day.
- e) In the event of the death of any other member of the family, an employee is entitled to one (1) paid day of bereavement leave, provided she attends the funeral.
- f) In the event of the death of the spouse, child, spouse's child, father, mother, brother, sister, spouse's father, spouse's mother, it is also permissible for an employee to add to the above-mentioned periods an unpaid leave not to exceed three (3) consecutive calendar days.
- g) One supplementary paid day of leave will be granted if an employee must travel more than 160 kilometers from his home in order to attend the funeral.

#### **16.08 Conference Leave**

If an employee is requested to attend a conference by her Academic Supervisor, she shall be granted a leave to participate. If alternative work arrangements can be made with the Course Supervisor such a leave shall be a paid leave. If no arrangement can be reached with the Course Supervisor, such leave shall be an unpaid leave.

### **ARTICLE 17 - RATES OF PAY**

#### **17.01**

All members of the Bargaining Unit shall be entitled to a 4% vacation pay. The vacation pay will be included, in equal instalments, as part of the employee's regular salary payments.

Rate of Pay as of: (4% vacation pay included)

- January 1st, 2008: \$22.76
- January 1st, 2009: \$23.44
- January 1st, 2010: \$24.15
- January 1st, 2011: \$24.99

As Teaching Assistant rates of pay increase, Research Assistants hourly rates, salaries and/or stipends paid to a Teaching Assistant will not be reduced as a result of an increase in the rate of pay of the Teaching Assistant.

#### **17.02**

Teaching Assistants assigned additional grading for a course, to which they have been appointed as a Teaching Assistant, will be paid for such work at the rate of a Teaching Assistant.

#### **17.03**

The first pay cheque will be issued no later than 1 month from the start of the appointment. Subsequent pay cheques will be issued semi-monthly. Payment shall be made by direct deposit.

**17.04**

Upon termination of employment, the University shall issue to the employee a record of employment as required by the Employment Insurance Act.

**ARTICLE 18 - TERM OF THE COLLECTIVE AGREEMENT****18.01**

This Collective Agreement shall come into force at the date of its signature and shall continue in effect until June 30, 2011. The provisions of this Agreement shall continue in force until a new Agreement is signed.

**ARTICLE 19 - RETROACTIVITY****19.01**

The University shall pay to each Teaching Assistant, within sixty (60) days of the signing of this collective agreement, the following amounts of retroactivity:

For all Teaching Assistant appointments held after January 1st, 2008, the amount equal to the difference between the rate effectively paid and the rate provided for in article 17.01, multiplied by the number of hours paid in the same period.

Given that retroactivity shall be paid out as lump sum payments, it shall not have the effect of reducing the payments made under guaranteed levels of funding arrangements.

**ARTICLE 20 - INTELLECTUAL PROPERTY**

Intellectual property is governed by the University's Policy on Intellectual Property which sets out the rules applying to ownership, distribution and commercial rights to intellectual property developed by McGill academic staff, administrative and support staff and students, as well as procedures that govern the use and distribution of intellectual property.

**ARTICLE 21 - DISCUSSION-BASED CONFERENCES**

The Hiring Unit shall make every effort to contain the size of conference sections within reasonable parameters and in line with established practices; in the assignment of duties to the TA, the Course Supervisor shall explore the available measures to achieve this goal.

IN WITNESS WHEREOF, the parties have

signed at Montreal, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

For McGill University:

For l'Association des étudiantes et étudiants diplômé-  
e-s employé-e-s de McGill/Association of Graduate  
Students Employed at McGill

\_\_\_\_\_  
Prof. Anthony C. Masi  
Provost

\_\_\_\_\_  
Richard Hink  
President  
AGSEM/AEEDEM

\_\_\_\_\_  
Lynne B. Gervais  
Associate Vice-principal  
Human Resources

\_\_\_\_\_  
Lydia Bourouiba  
Chair, Bargaining Committee  
AGSEM/AEEDEM

\_\_\_\_\_  
Robert Comeau  
Director, Employee Relations  
Human Resources

\_\_\_\_\_  
Rami Hourani  
Bargaining Committee  
AGSEM/AEEDEM

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Dr. Philip Oxhorn  
Associate Professor and Director  
Centre for Developing Area Studies  
(CDAS)

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Julian Menezes  
Bargaining Committee  
AGSEM/AEEDEM

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Ms Vilma Di Rienzo-Campbell  
Assistant Director  
Legal Services

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Norman Thibault  
Union Counsellor  
Fédération nationale des enseignantes  
et enseignants du Québec—CSN

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Ms Isabelle Roberge  
Human Resources Professional

**LETTER OF AGREEMENT A****Re: Employment Equity**

The Union and the University agree to discuss the issue of employment equity at the Union-Management Committee meetings.



## APPENDIX I

### DESCRIPTION DE L'UNITÉ D'ACCREDITATION

« Tous les salariés et toutes les salariées au sens du Code du travail, étudiants diplômés et étudiantes diplômées à l'université McGill, du Campus du centre-ville et du Campus McDonald, auxiliaires à l'enseignement (Teaching assistants) et démonstrateurs (demonstrators) de l'université McGill à l'exception des étudiants diplômés rémunérés et étudiantes rémunérées à même les subventions spéciales. »

This form sets out the objectives of the Teaching Assistantships for the stated course. The form is to be completed by the Course Supervisor, in discussion with the Teaching Assistant, by the end of the drop/add period. One copy of the completed form is to be remitted to the Teaching Assistant along with a copy of the Course Syllabus; another copy is to be retained by the Course Supervisor and a third copy is to be placed in the Teaching Assistant's departmental employee file.

Please note that a full teaching assistantship consists of **180** hours per contract period, with the teaching assistant working, on average, **12** hours per week. However, the allocation of time is an estimate and the Teaching Assistant is expected to allocate time **as** required during peak periods, such as exam period. The amount of time allocated for grading should be consistent with the objective of delivering high quality education. The Course Supervisor and the Teaching Assistant are encouraged to discuss any difficulties with the allocation of these objectives well in advance of the end of the term in order to best deliver the needs of the course and with due consideration to the peak periods. The Course Supervisor and Teaching Assistant shall meet within **2** weeks of mid term to review the objectives and make appropriate revisions as required.

**All** assigned duties of the Teaching Assistant are part of the Teaching Assistant's work, including any revision of objectives as provided for in 11.02.03 and nothing in this Workload Form detracts from the Course Supervisor's pedagogical autonomy in the exercise of her academic duties.

Course Name _____ Department _____	
Faculty _____	
Course Number _____	Section _____ Term _____ Number of Students Registered _____
Name of Course Supervisor _____	E-mail _____ Telephone _____
Name of Teaching Assistant _____	McGill Status (indicate degree program and year) _____
E-mail _____	Telephone _____
<input type="checkbox"/>	Full Teaching Assistantship (180 hours)
<input type="checkbox"/>	Partial Teaching Assistantship indicate number of hours _____
<input type="checkbox"/>	Course Syllabus is attached

Objectives	Approximate hours per week per objective, where applicable	Total hours per term per objective	Comments	Revision of allocation of objectives
Meeting(s) with Course Supervisor <i>Establish guidelines and marking policies; discuss the topics or material for conferences, as well as other concerns or difficulties with workload</i>				
Preparation <i>Read and review required course material, lecture materials and prepare for discussions with students.</i>				
Course-specific Training <i>As required by the Course Supervisor</i>				
Leading conferences and/or demonstrating laboratory sessions <i>Clarify reading material or assignment for students; lead discussions. work with students in laboratories.</i>				
Course Attendance <i>Supervisors may require TAs to attend their regular lecture or in-class exams as part of their total workload.</i>				
Contact hours <i>Indicate office hours and other contact hours that the TA is expected to fulfill (includes in-person contact, telephone conversations, e-mail communications and other electronic communications).</i>				

Objectives	Approximate	Total hours per	Comments	Revision of
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	hours per week per objective, where applicable	term per objective	allocation of objectives
<b>Grading</b> Indicate nature of assignment/exam(s), the method of marking and approximate time allocated per student for grading, as well as the number of students the TA will be responsible for under each assignment/exam.			
<b>a) Assignments:</b> Indicate the assignment name and the estimated time to be allocated by the TA for each assignment per student.  Assignment 1: _____ number of students x _____ estimate minute/student  Assignment 2: _____ _____ number of students x _____ estimate minute/student  Assignment 3: _____ _____ number of students x _____ estimate minute/student			
<b>b) Mid Term Exam</b>  <b>Type:</b> _____ _____ number of students x _____ estimate minute/student			
<b>c) Paper</b> Indicate the estimated time to be allocated by the TA for each paper per student.  Paper 1: _____ number of students x _____ estimate minute/student  Paper 2: _____ _____ number of students x _____ estimate minute/student  Paper 3: _____ _____ number of students x _____ estimate minute/student			
<b>d) Final Exam</b>  Type: _____ _____ number of students x _____ estimate minute/student			
<b>e) Entering marks electronically</b> Note: Final course marks must be entered within 7 calendar days following the final exam. Where there is no final exam, course marks must be entered within 7 calendar days of the end of classes.			
<b>f) Other</b>			
<b>Other duties</b> Indicate such other duties (e.g. field trips, web-site updates and such other administrative tasks) to be performed by the TA for the delivery of this course.			
		<b>Total</b>	<b>Total</b>
<b>ACKNOWLEDGED:</b> <b>Course Supervisor</b> _____ <b>Teaching Assistant</b> _____		_____ Date	
		_____ Date	
<b>REVISION OF OBJECTIVES:</b> <b>Course Supervisor</b> _____ <b>Teaching Assistant</b> _____		_____ Date	
		_____ Date	

c.c. Teaching Assistant  
 Course Supervisor  
 Departmental Employee file  
 Human Resources (Employee Relations)

## APPENDIX III

## UNION MEMBERSHIP FORM

FNEEQ



## A.G.S.E.M

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_

Telephone number (Work) \_\_\_\_\_ (Home/Optional) \_\_\_\_\_

E-mail \_\_\_\_\_

Department \_\_\_\_\_

Degree (Ph.D./M.A.) \_\_\_\_\_ Year \_\_\_\_\_

Have you had a TAship prior to this appointment? (Yes/No) \_\_\_\_\_

The Association des étudiant-e-s diplômé-e-s employé-e-s de McGill/Association of Graduate Students Employed at McGill (AGSEM) was created to protect teaching assistants and demonstrators' interests and to improve their working conditions. I will receive a copy of the collective agreement within five (5) working days of the beginning of my work term. The collective agreement defines the procedure upon which my future appointments will be based. I will complete a workload form at the beginning of my appointment with my course supervisor which specifies my anticipated duties and work hours. This schedule should not exceed the total hours specified in my appointment. By signing this form I confirm or reaffirm that I am a member of AGSEM and pledge to observe the statutes, bylaws and decisions of the union.

Signature \_\_\_\_\_ Date \_\_\_\_\_