

**COLLECTIVE AGREEMENT**

**BETWEEN**

**McGill University Non-Academic Certified Association  
(M.U.N.A.C.A.)**

**and**

**McGill University**

**Duration: December 1, 1998 to November 30, 2001**

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**Article 1 Purpose of the Agreement** [Index](#)

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 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** [Index](#)

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

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** [Index](#)

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 and Sexual Harassment** [Index](#)

4.1 The parties agree that the rights and obligations stipulated in the Quebec Charter of Human Rights and Freedoms are an integral part of this collective agreement.

**Article 5 Scope of Application** [Index](#)

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

“All employees occupying non-academic positions (full-time, part-time and sessional) except employees occupying positions classified as "M", casuals, student casuals and those already represented by a certified association”.

5.02 If, during the lifetime of this agreement, the University believes that an employee should be excluded from the bargaining unit because they are no longer an employee within the meaning of the Labour Code, 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.

In such a case, the provisions of the collective agreement continue to apply to the employee until such time as the labour commissioner hands down a final decision.

5.03 The University will advise the Union in writing, within one (1) month, of the promotion or transfer of an employee to a position excluded from the bargaining unit, indicating the title of the position to which the employee has been promoted or transferred and the place of work.

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, volume of work, lack of personnel
- training of employees
- practical training for students
- work performed by persons 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** [Index](#)

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 two copies each month of a list (paper and electronic medium) of each employee from whom union dues have been withheld as follows:

Name, Pay No., Amount paid, Pay type.

**Article 7      General Provisions**

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- 7.01      The University will provide the Union on a monthly basis with the following lists (paper and electronic medium):
- (a)      The name of newly hired staff;
  - (b)      The name of each employee terminated and the date of termination;
  - (c)      All employees on Placement Transition;
  - (d)      All employees in the Bargaining Unit:  
  
Name, Pay No., Dept. Code, Dept. Name, Building Code, Building Name, Classification, Status, Start Date and Phone Number at work. It is understood that phone numbers are not actively maintained and may not be accurate;
  - (e)      All staff on leave;
  - (f)      All employees who have left the Bargaining Unit and reason thereof.
- 7.02      Twice a year, the University will provide the Union with salary information on all members of the bargaining unit.
- 7.03      The University will forward to the Union a copy of any notice or directive from the Department of Human Resources addressed to a group of employees or to all employees covered by this collective agreement.
- 7.04      The Union may communicate with its members through campus mail and through electronic mail on the same basis as other employee associations. Bulletin board space will be provided on Info McGill on which the Union shall have the right to post notices for the purpose of official Union business.
- 7.05      The University will supply suitable office space for the exclusive use of the Union, 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 the Department of 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 with suitable rooms for the purpose of holding meetings, subject to applicable terms and conditions.
- 7.11 In accordance with article 42 (Technological Change), the University will advise the Union in writing at least one (1) month in advance of any technological or technical improvements or organisational and operational changes likely to affect the working conditions of the employees concerned. In certain instances, the parties may agree to a shorter notice period.

**Article 8**      **Definitions**      [Index](#)

- 8.01      **Casual:**  
is any person hired in accordance with Appendix 5 (Casuals).
- 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 21 (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 21 (Hours of Work).
- 8.05      **Probationary employee:**  
is any new 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 financial year.

- 8.07        **Term employee:**  
is any employee hired with a predetermined end date in accordance with article 16 (Term Appointments).
- 8.08        **Financial year:**  
is the accounting period of the University from June 1 of one year to May 31 of the following year.
- 8.09        **Reference year:**  
is the University's financial year.
- 8.10        **Disagreement:**  
is any dispute on a matter which does not concern the interpretation or application of the collective agreement.
- 8.11        **Grievance:**  
is any dispute relative to the interpretation or application of the collective agreement.
- 8.12        **Downward Transfer:**  
is the voluntary movement of an employee from one position classification level to another position classification level for which the minimum rate of pay is lower.
- 8.13        **Lateral Transfer:**  
is the movement of an employee from one position classification level to another position classification level for which the minimum rate of pay is the same.
- 8.14        **Promotion:**  
is the movement of an employee from one position classification level to another position classification level for which the minimum rate of pay is higher.
- 8.15        **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, excluding casual and student casual employment.  
  
Part-time seniority is calculated on a pro-rata basis with respect to the standard weekly hours of work, as stipulated in article 21 (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.

8.16 **Spouse:**

is any person who becomes a spouse:

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

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

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

8.17 **Union:**

is the McGill University Non-Academic Certified Association (MUNACA).

8.18 **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).

8.19 **University:**

is McGill University.

**Article 9 Union Activities**

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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.

In accordance with 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 collective agreement**

- (a) From the twelfth (12th) month preceding the expiry date of this collective agreement, a maximum of sixty (60) working days 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, one of whom shall be from Macdonald Campus, to participate in negotiation meetings, at the time and for the duration of said meetings. Such absences from work shall not be deducted from the bank of working days provided in clause 9.03 (e).
- (d) The employee 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 the Department of Human Resources (Staff Relations), at least ten (10) 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 the Department of Human Resources (Staff 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) If the employees so designated wish to return to their positions, notice of at least twenty (20) working days must be given to the Department of Human Resources (Staff Relations). 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 17 (Employment Security).
- (c) 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.
- (d) Union officers and delegates are entitled to be absent from work in order to fulfil their

obligations to the Union.

- (e) A maximum of one hundred and twenty (120) working days per financial 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 40.04 and 40.06, Group Plans of the University). The University will liberate such employees without loss of salary, benefits or privileges provided by this collective agreement.
- (f) 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 the Department of Human Resources (Staff Relations), at least ten (10) working days in advance.
- (g) 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.
- (h) In the case of a hearing before the Commissaire du travail, Tribunal du travail and CSST, 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**

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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.

9.05

#### **Labour Relations Committee**

- (a) The University and the Union will form a joint Labour Relations Committee. The Committee will comprise four (4) representatives of the University and four (4) representatives of the Union. The Committee's mandate is to study and discuss questions and problems concerning working conditions or employer/employee relations, other than grievances and disagreements; review the relocation process in accordance with article 17 (Employment Security); deal with issues arising out of position classifications and health and safety, and promote training opportunities. The Committee will meet, as required, at the request of either of the parties. Meetings of the Committee 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 the Department of Human Resources (Staff Relations). The request for liberation must stipulate the date and duration of the absence.

## **Article 10 Grievance and Disagreement Procedure**

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

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

- (a) The grievance or disagreement should include a summary of the relevant facts and the redress being sought.
- (b) In all steps in the procedure, the Union may state the grievance or disagreement in either English or French. The reply of the reviewing University officer shall also be given in either English or French, as used by the Union.
- (c) No technical error in the filing of a grievance or disagreement shall affect its validity. Once discovered, a technical error shall be communicated to the other party. The grievance or disagreement may be amended to correct the technical error, provided this does not have the effect of changing the nature of the grievance or disagreement.

### **10.02 Steps in the procedure:**

- (a) Any employee with a problem concerning the application of their working conditions which could give rise to a grievance or disagreement is encouraged to discuss it with their immediate supervisor to resolve it if possible. The employee may be accompanied by two (2) Union representatives if they so desire. If this informal discussion between the employee and their immediate supervisor does not succeed in resolving the problem, or if an employee prefers not to discuss the matter with the immediate supervisor, the Union may use the Grievance and Disagreement Procedure.

- (b) **Step 1**

The Union shall submit the grievance or disagreement in writing to the employee's Department Head or Chair, within fifty-five (55) working days of learning of the circumstance that is the subject of the grievance or disagreement but no longer than six (6) months after the occurrence of the circumstance. The Department Head or Chair shall render a decision, in writing, within ten (10) working days of receipt of the grievance or disagreement.

(c) Step 2

If the grievance or disagreement is not resolved with the decision of the Department Head or Chair, or if the Department Head or Chair fails to render a decision within the said ten (10) working days, the Union shall submit the grievance or disagreement to the Dean or Senior Administrative Head within ten (10) working days of the decision under Step 1, or as the case may be, of the expiry of the delay provided therefore.

The Dean or Senior Administrative Head will render a decision within ten (10) working days of receipt of the grievance or disagreement.

(d) Step 3

If the grievance or disagreement is not resolved with the decision of the Dean or Senior Administrative Head, or if the Dean or Senior Administrative Head fails to render a decision within the said ten (10) working days, the Union shall submit the grievance or disagreement to Staff Relations within ten (10) working days of the decision under Step 2, or as the case may be, of the expiry of the delay provided therefore.

Staff Relations shall render a decision, in writing, within ten (10) working days of receipt of the grievance or disagreement.

(e) Step 4 (Arbitration)

If the grievance or disagreement is not resolved with the decision of Staff Relations, or if Staff Relations fails to render a decision within the said ten (10) working days, the Union shall, within twenty (20) working days of the decision, or, as the case may be, of the expiry of the delay provided therefore, deliver to Staff Relations a signed request for arbitration. The request shall include a copy of the grievance or disagreement.

10.03

**Grievance and Disagreement Procedure:**

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(a) A grievance or disagreement concerning any of the following subjects may be filed at Step 3:

- Selection of personnel and pertinence of other qualifying skills and abilities;
- Suspension or dismissal;
- Position classification level;
- Determination and payment of salaries or benefits from group insurance and pension plans;
- Unpaid leave of absence;
- Parental leaves;
- Employment security;
- Educational assistance;
- Short-term disability;
- Exercise of Union rights.

- (b) 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.

- (c) 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.

#### 10.04 **Arbitration Procedures:**

The parties agree to appear before a single arbitrator mutually agreed upon by the University and the Union. 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.

#### 10.05 **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 decision, one which, given the circumstances of the case, the arbitrator considers reasonable and just.

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 may be entitled, including the payment of interest in accordance with the provisions of the Labour Code.

- (d) In the case of a resignation, the arbitrator may evaluate the circumstances surrounding the resignation of any employee and the value of said consent.

#### 10.06 No confession signed by an employee may be used against the employee during arbitration unless:

- (a) the confession was signed in the presence of a representative of the Union; or
- (b) the confession was signed without a Union representative being present, but was not

retracted in writing by the employee within seven (7) days of the signature of the confession.

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

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

**Article 11 Administrative Dismissal**

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11.01 Any employee called to a meeting by the University for an administrative dismissal has the right to be accompanied by two (2) Union representatives.

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

11.03 Any administrative dismissal may be submitted to arbitration.

**Article 12 Disciplinary Measures**

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

12.04 The University must notify the Union and the employee who is subject to the disciplinary measure in writing, in duplicate, within ten (10) 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 the Department of Human Resources or submitted as evidence against the employee during arbitration.

12.08 The employee's official file is that file held in the Department of Human Resources.

12.09 Any disciplinary measure not taken in accordance with the above clauses 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.
- 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 notification. The procedures to be followed are:
- (a) The employee may acknowledge receipt of the disciplinary notice, by signing the duplicate copy of the notice indicating acknowledgement of receipt and the date. Nothing written on the notice by the employee may be taken to mean more than simple acknowledgement of receipt.
  - (b) If an employee fails to acknowledge receipt as provided in clause 12.14 (a), a copy of the disciplinary notice will be sent to the employee, by registered mail or by courier.
- 12.15 The University will agree to meet with the two Union representatives who accompany the employee.

**Article 13 Job Postings and Selection of Personnel**

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- 13.01 Appointments to vacant or newly created positions shall be made from among internal candidates on the basis of their skills, ability, qualifications and seniority. In cases of equal skills, ability and qualifications, seniority shall prevail.
- 13.02 If a grievance arises contesting the candidate selected or the pertinence of the other qualifying skills and abilities, 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 that the position became vacant for a period of 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.
- 13.04 The University may fill a vacant or newly created position, without posting, by appointing:
- (a) an employee working in the department in which the position vacancy occurs, subject to the criteria stipulated in clauses 13.01 and 13.02; or
  - (b) 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.

- 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
  - salary range
  - summary of responsibilities
  - minimum education and experience requirements
  - other qualifying skills and/or abilities which are pertinent to the job responsibilities
  - supervisor's title
  - posting date and expiry date of the posting
- 13.07 Employees who wish to be considered for a vacant or newly created position must apply by submitting an application form and curriculum vitae to the office indicated on the posting notice, during the posting period.
- An employee who is absent from work may apply for a posted position through the Union.
- 13.08 The successful candidate who is absent from work must be available within ten (10) working days of nomination to the position. However, if the successful candidate is on vacation, the University will appoint the employee upon their return.
- 13.09 The University may cancel a position vacancy posting prior to an offer of appointment being made by notifying all candidates 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) working days, unless otherwise specified. Under no circumstances will the trial period exceed ninety (90) working days.
- If this trial period is not satisfactorily completed, the employee will return to their original position and working conditions. This return may be initiated by either the employee or their new supervisor.
- 13.11 The position from which the employee has been promoted or transferred may be posted and filled, contingent upon the satisfactory completion of the trial period of the employee who has been promoted or transferred.
- 13.12 Candidates for positions shall be notified in writing of the outcome of the selection process, with a copy to the Union.
- 13.13 There will be no position postings during the last week of June and the first three (3) weeks of July.

- 13.14 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.
- 13.15 Positions are not considered vacant for reasons of maternity leave, sick leave, vacation or other authorized absences.
- 13.16 Only if no internal candidate meets the criteria set out in clause 13.01 can a term employee or external candidate be appointed in accordance with article 16 (Term Appointments).
- 13.17 In cases of appointments to Research Grants and Research Contracts, all provisions of this article apply except that external candidates may be appointed even where there are candidates in the bargaining unit who have the required skills, ability, qualifications and seniority.

**Article 14 Temporary Assignments**

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- 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 for whom this constitutes a promotion and who has the immediate ability to 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, the University will post the temporary assignment under the Human Resources Home Page for three (3) working days. Applications for the temporary assignment must be made within this posting period.
- 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 and for whom this constitutes a promotion or lateral transfer.
- 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 and the position has a higher classification, the employee will be paid the appropriate rate in accordance with article 24 (Salary Administration).

- 14.06 The employee who is temporarily assigned may return to their former position within ten (10) working days of their appointment, upon written request to their immediate supervisor.
- 14.07 The position left temporarily without its incumbent because the incumbent is on a temporary assignment can be filled if the needs of the department so require. In such a case, the position may be filled at the University's discretion with either a member of the bargaining unit, a member of the non-academic staff outside the bargaining unit or by a casual.
- 14.08 If there is a salary increase pursuant to article 24 (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 24 (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 17 (Employment Security) shall apply.

**Article 15 Probationary Period**

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- 15.01 All newly hired employees are subject to a probationary period of sixty (60) working days, exclusive of holidays, vacation, leaves of absence and sick leaves.
- 15.02 In cases where a supervisor states that the probationary employee is not performing the entire job but makes a positive assessment of the employee's potential, the supervisor may recommend an extension of the probationary period of not more than an additional sixty (60) working days. The employee must be informed of this extension in writing, with a copy to the Union.
- 15.03 If the University decides to terminate a probationary employee, the probationary employee must be given notice of termination, in writing, at least five (5) working days before the end of the probationary period, with a copy to the Union, 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, in the case of termination, 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 Term Appointments**

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- 16.01 Term employees shall be appointed only when no internal candidate meets the requirements set out in article 13 (Job Postings and Selection of Personnel).

16.02 Term appointments are contracts of a maximum four (4) years' duration that explicitly contain a notice of termination. The University's commitment therefore ends at the termination date and no further notice is necessary.

The University will notify the Union of such appointments.

16.03 The University may hire a maximum of ten percent (10%) of the bargaining unit as term employees without employment security. Such term employees are not included in the calculation of this ten percent (10%).

16.04 Three (3) months prior to the end of their term appointment, a term employee may apply for a position posted in accordance with article 13 (Job Postings and Selection of Personnel). Term employees must be given consideration for posted positions prior to external candidates.

16.05 A term employee who is appointed to a position posted in accordance with article 13 (Job Postings and Selection of Personnel) and who successfully completes their probationary period, will receive recognition of seniority retroactive to their date of first appointment as a term employee.

16.06 Term employees are covered by the provisions of this collective agreement, with the exception of article 13 (Job Postings and Selection of Personnel) except as stipulated in clause 16.04; article 14 (Temporary Assignments); article 17 (Employment Security); article 32 (Parental Leaves – Adoption Leave and Extended Parental Leave); article 34 (Unpaid Leave of Absence) and article 35 (Deferred Salary Leave).

## **Article 17 Employment Security**

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17.01 An employee hired as a term employee is not covered by the provisions of this article.

17.02 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.

17.03 An employee with twenty-four (24) or more months of seniority cannot be terminated from the employment of the University, or suffer a decrease in salary or salary range, except for administrative or disciplinary reasons.

17.04 An employee with less than twenty-four (24) months of seniority may be laid off in accordance with clause 17.11.

17.05 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 provided that they meet the qualifications required in the new position.

17.06 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.

- 17.07 If an employee refuses relocation to a position, without just cause, their employment will be terminated without severance pay.
- 17.08 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.
- 17.09 Severance pay is one (1) month's salary for each year of seniority with a maximum of six (6) months' salary.
- 17.10 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.
- 17.11 In the case of a job being abolished where the employee has not acquired employment security, the employee shall be given two (2) weeks' notice, with a copy to the Union.
- Relocation –**
- 17.12 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.
- 17.13 An employee who has been assigned in accordance with clause 17.12 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.
- 17.14 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 or salary than the position held prior to the employee's assignment pursuant to clause 17.12.
- 17.15 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.
- 17.16 The Labour Relations Committee shall review the application of this article.

**Article 18 Temporary Lay-off**

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- 18.01 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 32 (Parental Leaves), article 34 (Unpaid Leave of Absence) or article 38 (Salary Continuance).

- 18.02 Temporary lay-off shall not be considered to be termination of employment.
- 18.03 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.
- 18.04 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.
- 18.05 Employees who are being temporarily laid off will be advised, in writing, by the Department of Human Resources (Benefits Office), 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 (mortgage, government bonds, etc.) during the period of temporary lay-off.

**Article 19**      **Strike** [Index](#)

- 19.01 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.
- 19.02 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.
- 19.03 Essential services must be maintained, in accordance with [Appendix 6](#) (Essential Services – Designation of Employees to care for Research Animals).

**Article 20**      **Closing of the University** [Index](#)

- 20.01 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.
- 20.02 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 21 Hours of Work**

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- 21.01 Except for those employees subject to a particular work schedule, the standard work week for clerical staff 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.
- 21.02 Except for those employees subject to a particular work schedule, the standard work week for technical and library 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.
- 21.03 Subject to the approval of the appropriate Dean or Senior Administrative Head and the Executive Director, Human Resources, departments may operate on flexible schedules within standard work hours.
- 21.04 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.

**21.05 Special Summer Schedule**

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(a) Summer Fridays are scheduled as follows:

<b>When June 24 falls on:</b>	<b>The first 9 Summer Fridays will be scheduled on:</b>			<b>Christmas Summer Friday (12)</b>
Monday	June 21 June 28	July 5 July 12 July 19 July 26	August 2 August 9 August 16	Thursday, January 2nd

Tuesday	June 23 June 30	July 11 July 18 July 25	August 1 August 8 August 15 August 22	Friday, January 2nd
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 July 30	August 6 August 13 August 20	Thursday, December 23
Friday	June 27	July 4 July 8 July 15 July 22 July 29	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

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**Summer Fridays 10 and 11** are taken as floating holidays on dates mutually agreeable to the employee and the supervisor in the period between St. Jean Baptiste Day and Labour Day. An eligible employee may choose to take these floaters outside of the above period, but still between June 1 and May 31 of the same financial year. If the employee so opts, these floating holidays are to be scheduled by agreement between the employee and the supervisor.

- (b) In order to be eligible for these floating holidays, an employee must be on staff as of June 1.
- (c) 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.



- (d) 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%), as agreed with their immediate supervisor.
- (e) 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.
- (f) 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.

21.06 Existing daily schedules and particular work schedules other than the standard work week hours mentioned in clauses 21.01 and 21.02 in effect at the signing of this agreement will be maintained and may be changed hereinafter in accordance with clause 21.04.

**Article 22 Rest Periods** [Index](#)

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

22.02 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 21 (Hours of Work).

22.03 The method of scheduling, timing and/or taking of such rest periods during the work day shall be determined by the management of each department or faculty. These rest periods are not cumulative and shall not be used to extend annual vacations, statutory holidays, or other paid leaves of absence.

**Article 23 Overtime** [Index](#)

23.01 (a) All work done by a full-time employee in excess of one hundred percent (100%) of the normal working hours for their classification, as defined in article 21 (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) No employee shall be required to work for more than sixteen (16) consecutive hours.

However, an employee who does work for more than sixteen (16) consecutive hours may take nine (9) consecutive hours of rest, without pay, before resuming their regular work schedule.

- 23.02 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 classification or on Saturday; and
  - (b) double time (200%) in respect of hours worked on Sunday or on the seventh day.
- 23.03 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.
- 23.04 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.
- 23.05 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 classification, as defined in article 21 (Hours of Work); and
  - (b) time and one-half in respect of hours worked after the normal full-time work week for the employee's classification, as defined in article 21 (Hours of Work); and
  - (c) double time in respect of hours worked on Sunday or on the seventh day.
- 23.06 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.
- 23.07 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 24 Salary Administration**

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- 24.01 Employees in the bargaining unit are grouped into occupational categories: C (clerical), T (technical, including hospital technicians (H)), L (library assistant), N (nurses), R (residences' employees, linen maids, porters and stewards) and G (employees of the Gault Estate). All categories have a salary scale, as stipulated in article 25 (Rates of Pay).
- 24.02 Rates of pay for part-time positions are determined by applying the appropriate pro-rata

adjustment determined in accordance with the proportion of actual hours worked in relation to the normal number of working hours for the classification, as stipulated in article 21 (Hours of Work).

- 24.03 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 classification level.
- 24.04 In the event of a significant change in the content of an existing position, a revised position description shall be completed by the employee and their immediate supervisor and submitted to the Department of Human Resources (Salary Administration) who will determine the classification level, in accordance with the existing CLERICAL AND LIBRARY ASSISTANT JOB EVALUATION PLAN (for employees classified as “C” or “L”) or the TECHNICAL CLASSIFICATION PLAN (for employees classified as “T”).
- 24.05 The classification review process may be initiated by an employee or their immediate supervisor.
- 24.06 The effective date of reclassification for the purposes of an increase in salary resulting from a reclassification (if applicable) shall be the date of submission of the revised position description to the Department of Human Resources (Salary Administration).
- 24.07 In accordance with clause 9.05 (a) (Union Activities), the Labour Relations Committee will deal with issues arising out of the reclassification of positions.
- 24.08 An employee who contests their position classification, following written confirmation by the Department of Human Resources (Salary Administration), may file a grievance at step 3, in accordance with clause 10.03 (a) (Grievance and Disagreement Procedure).

**- Salaries –**

- 24.09 Salary increases comprise :
- a salary scale revision; and
  - an automatic progression.
- 24.10 An eligible employee whose salary is within the salary scale for their classification level will receive the full scale increase and automatic progression not to exceed the maximum of their classification level.
- 24.11 An employee must forego automatic progression once to be eligible for subsequent automatic progressions, in order to compensate for summer Fridays, as stipulated in clause 21.05 (Special Summer Schedule).
- 24.12 An eligible employee whose salary is above the scale maximum for their classification level shall be limited to the amount that would bring the employee’s salary up to the new maximum for the classification level.
- 24.13 **Promotion**

An employee who transfers to a new position such that the minimum of the salary scale of the classification level of the new position is higher than that of the employee's previous position will be granted a promotional increase equal to the greater of five percent (5%) without exceeding the maximum of the applicable scale, or the amount necessary to bring the employee's salary to the minimum of the scale of the new position classification level.

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

24.15 **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.

24.16 **Downward Transfer**

The salary of an employee who voluntarily transfers to a position classification at a lower level remains unchanged if the salary of the employee is within the salary scale of the new classification level. If the salary exceeds the maximum of the new classification, the salary will be reduced to the maximum of the new classification level.

24.17 **Temporary Promotion**

An employee who is promoted for a temporary period of not less than two (2) months to a position with a higher classification level shall be granted a promotional increase for the period of the temporary assignment.

**Article 25 Rates of Pay**

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25.01 Salary scales for each occupational category are as follows:

**CLERICAL EMPLOYEES  
(Standard work week: 33.75 HOURS)**

Class	December 1, 1998		December 1, 1999	
	Minimum	Maximum	Minimum	Maximum
C01	20,112	28,438	20,414	28,865
C02	20,347	28,771	20,652	29,202
C03	20,815	29,432	21,127	29,874
C04	21,775	30,790	22,102	31,252
C05	22,163	31,338	22,495	31,808

C06	23,137	32,716	23,484	33,206
C07	24,491	34,630	24,858	35,149
C08	25,470	36,015	25,852	36,555
C09	27,049	38,247	27,455	38,821
C10	27,858	39,391	28,276	39,982

**LIBRARY ASSISTANTS**  
(Standard work week: 35.00 HOURS)

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Class	December 1, 1998		December 1, 1999	
	Minimum	Maximum	Minimum	Maximum
L01	20,857	29,492	21,170	29,934
L02	21,101	29,837	21,418	30,285
L03	21,586	30,523	21,910	30,981
L04	22,582	31,931	22,921	32,410
L05	22,984	32,499	23,329	32,987
L06	23,994	33,928	24,354	34,437
L07	25,398	35,913	25,779	36,452
L08	26,413	37,348	26,809	37,908
L09	28,051	39,664	28,472	40,259
L10	28,890	40,850	29,323	41,463

**TECHNICAL EMPLOYEES**  
(Standard work week: 35.00 HOURS)

Class	December 1, 1998		December 1, 1999	
	Minimum	Maximum	Minimum	Maximum
T01A	20,876	29,519	21,189	29,961
T01B	22,328	31,572	22,663	32,045
T02	23,773	33,615	24,130	34,120
T03	25,661	36,285	26,046	36,829
T04	28,372	40,118	28,798	40,720
T05	31,808	44,977	32,285	45,651
T06	36,750	51,965	37,301	52,744

**EMPLOYEES CLASSIFIED AS "N" (Nurses)**  
(Standard work week: 33.7500 HOURS)

Class	December 1, 1998		December 1, 1999	
	Minimum	Maximum	Minimum	Maximum
N	31,070	43,933	31,536	44,592

25.02 The parties will meet to discuss the salary scales of employees occupying "R" and "G" positions. Individual salaries of such employees are listed in a Letter of Agreement, which

forms an integral part of this collective agreement.

25.03 Subject to the provisions of clause 24.10 (Salary Administration), the salaries of all employees are increased by 3.5%, effective December 1, 1998. Effective December 1, 1999, the salaries of all employees are increased by 1.5%, subject to the provisions of clause 24.10.

25.04 Effective December 1, 1998 eligible employees who have not reached their scale maximum will receive one percent (1%) automatic progression within their respective salary scales, not to exceed their scale maximum, in accordance with clauses 24.10 and 24.11. Effective December 1, 1999 eligible employees will receive one and a half percent (1.5%) automatic progression, in accordance with clauses 24.10 and 24.11.

**Article 26 Minimum Recall Pay** [Index](#)

26.01 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.

26.02 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 27 Stand-by Premium** [Index](#)

27.01 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 work day or work week will receive a premium of ten dollars and eighty-two cents (\$10.82) for each eight (8) hour period during which the employee remains on stand-by.

27.02 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 23 (Overtime) and article 26 (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, the employee with the lowest seniority will be designated to remain on stand-by.

**Article 28 Direct Deposit**

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28.01 Sixty (60) days after the signing of this collective agreement, payment of salaries for all employees in the bargaining unit will be made by direct deposit at the financial institution of their choice.

**Article 29 Vacation**

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29.01 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.

29.02 (a) Employees with less than one (1) year's seniority as of the thirty-first (31<sup>st</sup>) 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 29.04;

(b) Employees with one (1) or more years of seniority as of the thirty-first (31<sup>st</sup>) 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

29.03 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.

29.04 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.

29.05 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.

29.06 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.



- 29.07 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.
- 29.08 Vacation must be taken during the financial year in which it is owed.
- 29.09 An employee may divide their vacation into as many calendar weeks or as many single days, up to a maximum of ten (10) working days, as they wish upon agreement with their immediate supervisor.
- 29.10 (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 financial 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 financial 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.
- 29.11 If, during the course of a financial year, an employee's status has changed from full to part-time or vice-versa, or if the employee benefited from an extended part-time leave of absence, vacation pay is calculated on a pro-rata basis for the full-time and part-time remunerated periods.
- 29.12 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.
- 29.13 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.

**Article 30      Holidays with Pay**

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

30.02      The following days have been designated as paid holidays:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day (Fête de Dollard)
- La Fête Nationale
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- Three (3) additional days over the Christmas period.

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

30.04      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

30.05      **Procedures**

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- (a)      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.
- (b)      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.
- (c)      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.

30.06 **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 financial year. Employees joining the University after June 1 but before December 1 will be entitled to one (1) floating holiday in the financial year. Employees joining the University on or after December 1 will not be entitled to floating holidays in that financial 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.

**Article 31 Social Leaves**

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

**- Bereavement -**

31.02 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) consecutive working days.

31.03 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) consecutive working days.

31.04 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) consecutive calendar days.

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

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

31.07 One additional day will be granted if the employee must travel more than one hundred and sixty (160) kilometres from their place of residence to attend the funeral.

31.08 When leave is granted, it must be calculated from the date of the death and only working days will be remunerated.

31.09 As regards clauses 31.02, 31.03 and 31.04, 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 -**

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31.10 An employee will be entitled to five (5) 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.

31.11 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 spouse.

**- Moving -**

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

**- Legal Duties -**

31.13 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.

31.14 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.

31.15 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.

31.16 An employee called to a hearing before one of the bodies of the CSST, 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 -**

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31.17 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.

31.18 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.

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

supervisor.

- 31.20 Unless stipulated otherwise, “one (1) day of leave” is a full period of twenty-four (24) hours.
- 31.21 Social leaves will not be granted if they coincide with vacation or any other leave provided by this collective agreement, except for clause 31.13 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 32 Parental Leaves**

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### **- Maternity Leave -**

- 32.01 An employee shall obtain a Maternity Leave by written application to her Department Head. A copy of this request will be sent to the Department of Human Resources (Benefits Office), and must be supported by a certificate from a legally qualified medical practitioner stating the fact of pregnancy and the expected date of delivery.
- 32.02 The employee must specify in writing to her Department Head and to the Department of Human Resources (Benefits Office), the dates of her intended Maternity Leave at least two (2) weeks prior to the date of commencement of the leave. The length of prior notice may be shorter if there is a certificate from a legally qualified medical practitioner stating that the employee must leave her position sooner than expected. In this event, the employee will be exempt from the formality of prior notice but will be required to provide the University with a medical certificate attesting to the fact that she was obliged to leave her position immediately.
- 32.03 The date of commencement of Maternity Leave shall be at the discretion of the employee concerned. However, if the employee has not commenced her Maternity Leave at least six (6) weeks prior to the expected date of delivery, the University may require medical certification of the employee's ability to continue working. If the employee fails to provide such certification within eight (8) days from receipt of the written request, the University may immediately initiate the Maternity Leave.
- 32.04 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.
- 32.05 Medical leave required as a result of legal or spontaneous abortion occurring before the twentieth (20) week prior to the date of delivery will be treated as fully paid sick leave in the same manner as any other illness.
- 32.06 In the event of a stillbirth in or after the twentieth (20) week prior to the expected date of delivery, the employee's Maternity Leave will commence immediately and will end when twenty (20) weeks in total of Maternity Leave have elapsed.

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

**- Indemnities -**

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- 32.12 An employee who has worked a minimum of seven hundred (700) hours in the Quebec university and/or public, and/or parapublic sectors prior to the beginning of her Maternity Leave, and who is eligible for Employment Insurance benefits, shall be entitled to receive an indemnity payable until the end of the twentieth (20) week of Maternity Leave. Such indemnity shall be determined for each pay period and will be equal to ninety-five percent (95%) of the employee's regular salary, reduced by the following amounts.
- (a) Any Employment Insurance benefits which she will be receiving or could be receiving. For the purposes of this item, any amounts subtracted from Employment Insurance benefits by reason of reimbursement of benefits, interest, penalties and other amounts recoverable under the terms of the Employment Insurance plan shall not be taken into account.
  - (b) Any Maternity Leave Allowance which she will be receiving or could be receiving from the Maternity Benefit Program, *Ministère de la Main-d'oeuvre, de la Sécurité du revenu et de la Formation professionnelle*.

(c) All of the normal payroll deductions which must be made or would have been made had it not been for the Maternity Leave.

32.13 An employee who has acquired seven hundred (700) hours in the Quebec university and/or public and/or parapublic sectors prior to the beginning of her Maternity Leave, and who is not eligible to receive Employment Insurance benefits, will be entitled to receive an indemnity payable until the end of the tenth (10) week of Maternity Leave. Such indemnity will be equal to her regular salary reduced by all of the deductions which must be made or would have been made had it not been for the Maternity Leave.

32.14 All contributory benefits plans will be continued in respect of an employee while she is receiving an indemnity under the terms of clauses 32.12 or 32.13.

32.15 All indemnities received under the terms of clauses 32.12 or 32.13 will be adjusted to take into account any salary increases in accordance with article 24 (Salary Administration).

32.16 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.

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

32.18 An employee will accumulate seniority while on Maternity Leave, including any extensions granted under the terms of clauses 32.04 and 32.09, but excluding any extension granted under the terms of clause 32.20.

**- Return to Work -**

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32.19 During the fourth (4) week prior to expiry of an employee's Maternity Leave, the University will send written notification of the date upon which her Maternity Leave will expire and notify her of the obligation to advise the University of her return to work under the terms of clause 32.20.

32.20 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.

32.21 If the employee fails to present herself for work at the expiry date of the four (4)-week extension provided under clause 32.20, she will be deemed to have resigned and will be terminated accordingly.

32.22 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.

32.23 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 -**

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32.24 An employee shall obtain an Adoption Leave by written application to their Department Head. A copy of this request must be sent to the Department of Human Resources (Benefits Office), and must be supported by documentation evidencing the fact of adoption.

32.25 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. However to fully benefit from Employment Insurance, the leave must begin during the said week.

32.26 An employee who legally adopts a child of less than fourteen (14) years of age, other than the child of their spouse, will be entitled to a paid leave of a maximum duration of ten (10) consecutive weeks during which the employee will receive full salary, provided that the employee's spouse is also not benefitting from such leave.

32.27 An employee who legally adopts a child and who is not benefitting from the Adoption Leave available under clause 32.26, will be entitled to a paid leave of absence of a maximum duration of two (2) working days.

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

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

32.30 An employee will accumulate seniority while on Adoption Leave, but excluding any extension granted under the terms of clause 32.33.

32.31 An employee who travels outside of Quebec in order to adopt a child, other than their spouse's, is entitled to a leave of absence without pay of a maximum duration of ten (10) weeks, as necessary for travelling, or, as the case may be, until the child is effectively under their responsibility. The employee who wishes to obtain such a leave should submit a written request to the Dean or Senior Administrative Head, with a copy to the Department of Human Resources (Benefits Office) at least two (2) weeks in advance.

**- Return to Work -**

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32.32 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.



- 32.33 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.
- 32.34 An employee who does not return to work at the expiry date of the four (4)-week extension provided under clause 32.33 will be deemed to have resigned and will be terminated accordingly.
- 32.35 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.
- 32.36 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 24 (Salary Administration).

**- Extended Parental Leave -**

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- 32.37 An unpaid leave of a maximum duration of two (2) years will be granted to the employee as an extension of a maternity leave, a paternity leave or an adoption leave.
- 32.38 An employee may obtain an Extended Parental Leave by written application to their Department Head at least two (2) weeks prior to the expiry of the Maternity, Adoption or Paternity Leave. A part-time extended parental leave must be requested at least thirty (30) days in advance. A copy of this request must be sent to the Department of Human Resources (Benefits Office).
- 32.39 An employee who does not take an extended parental leave, may have a part-time extended parental leave of a maximum duration of two (2) years.
- 32.40 In the event that the spouse of an employee applying for Extended Parental Leave is also an employee of the public, parapublic or University sectors, the leave will be granted only if the spouse is not benefitting from a similar leave. Similarly, such an employee may benefit from part of the unpaid leave that the spouse did not use. In such a case the shared leave must take place over two (2) immediately consecutive periods of time.
- 32.41 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 (2½) per week or the equivalent for a period up to two (2) years. After consultation with the employee, the University determines the schedule of work. Notwithstanding what precedes, the employee must work a minimum of fourteen (14) hours per week.
- 32.42 For the duration of the extended parental leave or part-time extended parental leave, the employee may, upon written request to the University at least thirty (30) days in advance, change one (1) time their extended parental leave into a part-time extended parental leave or

vice versa, as the case may be, subject to any agreement with the University to the contrary.

- 32.43 During the fourth (4th) week prior to the expiry date of an employee's Extended Parental Leave, the University will send the employee notification of the date upon which the leave will expire.
- 32.44 The employee must give the University written notice of the intention to return to work not less than two (2) weeks prior to the end of the Extended Parental Leave. Should the employee fail to provide such notice or fail to return to work at the expiry date of the Extended Parental Leave, the employee will be deemed to have resigned and will be terminated accordingly.
- 32.45 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 Department Head.
- 32.46 Upon return to work from the Extended Parental Leave, or part-time extended parental leave the University will reinstate the employee in the position occupied before the original Maternity, Adoption or Paternity Leave commenced. If the employee's position 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.
- 32.47 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 24.10 and 24.11 (Salary Administration).
- 32.48 During an extended parental leave, an employee will not accumulate seniority. All benefits plans shall be discontinued in respect of the employee for the duration of the extended leave unless the employee shall have agreed in writing before commencing the leave to pay the total cost of any benefits to be continued.
- 32.49 During a part-time extended parental leave, an employee will accumulate seniority pro-rated to the time actually worked. An employee wishing to obtain full-time benefits coverage for the duration of the part-time extended parental leave shall have agreed in writing before commencing the leave to pay the University and the employee contributions on the difference in cost between part-time and full-time benefits coverage.

**- Paternity Leave -**

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

**Article 33 Personal Leaves**

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- 33.01 An employee who is required to be absent from work for a valid personal reason, which is not covered by any other leave provided in this collective agreement, may be granted paid leave to a maximum of two (2) working days per financial year, without loss of salary or rights.
- 33.02 Personal leave is to be used when an employee must be away from work for reasons such as a specific incident (foreseen or unforeseen) requiring the presence of the employee, for example, the illness of a spouse or dependent, legal affairs, etc.
- 33.03 Personal leave may not be used as vacation, nor an extension of vacation or any other leave provided for by this collective agreement, with the exception of article 31 (Social Leaves).
- 33.04 Personal leave must be taken in periods of not less than one-half (1/2) day.
- 33.05 In the case of a predictable event requiring personal leave, the employee shall advise the supervisor at least two (2) days ahead of time.

#### **Article 34 Unpaid Leave of Absence**

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- 34.01 In cases not provided for by other leaves, any employee who for a valid reason, wishes to obtain an unpaid leave of absence, should submit a written request to the Dean or Senior Administrative Head, with a copy to the Department of Human Resources (Benefits Office).
- 34.02 The University will not refuse such a leave without valid grounds.
- 34.03 With the exception of article 32 (Parental Leaves), the duration of an unpaid leave of absence shall not exceed twelve (12) months.
- 34.04 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) the employee does not return to work at the end of the leave, unless an authorization to extend the leave has been received, or unless the employee is prevented from returning by forces beyond their control.
- 34.05 Upon return to work, the University will reinstate the employee in their previous position. If that position no longer exists, the provisions of article 17 (Employment Security) will apply.
- 34.06 An employee who so requests in writing to the Dean or Senior Administrative Head, with a copy to the Department of Human Resources (Benefits Office), may be reinstated before the end of the leave of absence, 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.

34.07 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.

34.08 An employee will not accumulate seniority while on an unpaid leave of absence for the purposes of article 17 (Employment Security) and article 29 (Vacation). However, such unpaid leave shall not constitute a break in continuity of seniority.

**Article 35 Deferred Salary Leave** [Index](#)

35.01 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.

35.02 **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 35.09, 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 35.03.

**"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.

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

35.04 During the period of the contract, the employee is not eligible for the Unpaid Leave of Absence provided for in article 34.

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

35.06 **Conditions** [Index](#)

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

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

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

35.07 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.

35.08 **Return** [Index](#)

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 17 (Employment Security) apply.

35.09 **Financing of the leave** [Index](#)

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

	2 yrs	3 yrs	4 yrs	5 yrs
6 mos.	75.00	83.33	87.50	90.00
9 mos.		75.00	81.25	85.00
12 mos.			75.00	80.00

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

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

35.11 **Short Term Disability, Long Term Disability**

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- (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 38 (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 38 (Salary Continuance), the salary continuance payment is based on the employee's actual remuneration.
- (iii) In the event that the employee becomes eligible for long-term disability benefits, the contract is terminated and the employee thus receives the amount of deferred remuneration. Long-term disability benefits are based on the employee's actual remuneration.

(b) the sickness occurs during the period of leave:

For the purposes of application of article 38 (Salary Continuance), the sickness is deemed not to have occurred during the period of leave. However, article 38 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 35.09.

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.

35.12

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

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When an occupational disease or work accident occurs, the provisions of article 37 (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.

35.13

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

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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.

35.14

### **Departure or breach of contract**

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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.

**35.15 Death of the employee**

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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.

**35.16 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 36 Leave for Public Service**

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36.01 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.

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

36.03 An employee elected to a federal or provincial seat is entitled to leave without pay for the duration of the first mandate. When the employee returns to work, the University will reinstate the employee to their former position. However, if the employee's position has been abolished, the provisions of article 17 (Employment Security) will apply.

36.04 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.

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

**Article 37 Health and Safety**

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- 37.01 The University and the Union will cooperate to establish and maintain the best possible health and safety conditions at work in order to prevent industrial diseases and work accidents.
- 37.02 The maintenance of the stipulations of this article shall be reviewed by the Labour Relations Committee in consultation with the University Central Safety Committee.
- 37.03 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.
- 37.04 The University will provide first-aid kits in places easily accessible to the employees.
- 37.05 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.
- 37.06 If an employee discovers a deviation from the safety rules, 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.
- 37.07 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.
- 37.08 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.
- 37.09 Certain employees whose health is threatened by special 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.

- 37.10 Three (3) representatives designated by the Union, one (1) of whom shall represent Macdonald Campus, shall be appointed to the Central Safety Committee.
- 37.11 Employees who are members of the Central 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).
- 37.12 Nothing in this article can be interpreted as a renunciation by an employee or the parties as to their rights under the Law: "Loi sur les accidents de travail et maladies professionnelles (L.R.Q. c. A-3.001), Loi sur la santé et sécurité du travail (L.R.Q. c. S-21)".
- 37.13 Nothing in this article can be interpreted as a renunciation by an employee or the Union of their rights to file a grievance.

**Article 38 Salary Continuance (Incidental Illness/Short-Term Disability/Long-Term Disability)**

**Incidental Illness**

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- 38.01 The employee who has completed their probationary period is entitled to up to nine (9) days sick leave per financial year, to be used for incidental illness unforeseen by the employee and in accordance with clause 38.07.
- 38.02 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.
- 38.03 Sick leaves mentioned in clause 38.01 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.
- 38.04 Any absence for sickness beyond the limits established in clause 38.01 shall not be paid, unless the Department Head agrees to the use of accumulated vacation and/or overtime credit.

**Short-Term Disability**

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- 38.05 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.
- 38.06 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.
- 38.07 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 stating that the employee is unable because of sickness or accident to perform the normal duties of their position. The first two (2) working days of any absence 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 38.01.

- 38.08 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 six (6) months' duration. A short-term disability leave which is interrupted but which relates to the same sickness must not exceed a cumulative period of six (6) months within a period of twelve (12) months.
- 38.09 Notwithstanding clause 38.08 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.
- 38.10 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.
- 38.11 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.
- 38.12 An employee will accumulate seniority while on short-term disability leave.
- 38.13 All contributory and non-contributory benefits plans will be continued in respect of an employee on short-term disability leave.
- 38.14 Notwithstanding clauses 38.08 and 38.09, in no event will the duration of a short-term disability leave extend beyond the end date of a term appointment, unless the employee obtained a reappointment effective no later than the first (1<sup>st</sup>) day immediately following the end date of a term appointment.
- 38.15 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 10.03 (a) (Grievance and Disagreement Procedure).
- 38.16 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**

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- 38.17 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 38.08.
- 38.18 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.
- 38.19 After the fourth (4<sup>th</sup>) month of short-term disability, the Department of Human Resources (Benefits Office) 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.
- 38.20 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 10.03 (Grievance and Disagreement Procedure).
- 38.21 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.
- 38.22 All contributory and non-contributory 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.
- 38.23 At the termination of the long-term disability leave, an employee must return to work or resign from the University.
- 38.24 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 24 (Salary Administration).

### **General Provisions**

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- 38.25 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.
- 38.26 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.

- 38.27 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.
- 38.28 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.
- 38.29 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 38.30, the employee does so without loss of earnings (i.e. pay or salary continuance benefits).

### **Medical adjudication**

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- 38.30 If a grievance concerning the subjects mentioned in (i) and (ii) is not resolved at step 3 of the grievance and disagreement procedure, the Union may submit it to step 4 in accordance with clause 10.02(e) (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 4, 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.

### **Medical conclusions**

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(iii) 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.

- 38.31 If the University does not accept the medical adjudication process in accordance with clause 38.30, the Union shall, within twenty (20) working days of the expiry of the delay provided

in clause 38.30 deliver to Staff Relations a signed request for arbitration. This request shall include a copy of the grievance or disagreement. All time limits mentioned in this article are mandatory unless otherwise agreed in writing. Failure to comply with this renders the grievance or disagreement null, void and illegal.

**Article 39 Work Accidents**

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- 39.01 (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 "Commission de la Santé et sécurité du travail" (CSST). During the first fifty-two (52) weeks period of total disability, the indemnity granted by the CSST 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 CSST to the employee in accordance with the applicable regulations.
- 39.02 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.
- 39.03 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.
- 39.04 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 increases implemented during the course of the leave, in accordance with the provisions of article 24 (Salary Administration).
- 39.05 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.
- 39.06 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 40 Group Plans of the University**

[Index](#)

- 40.01 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.
- 40.02 The above mentioned plans with their amendments are an integral part of this collective agreement.
- 40.03 Notwithstanding other provisions of this collective agreement, these Plans may be amended from time to time. Before proceeding to any amendment concerning the level of benefits and premiums of the above mentioned Plans, with the exception of the Pension Plan, the University will consult the Staff Benefits Advisory Committee.
- 40.04 The University will liberate with pay 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 the Department of Human Resources (Staff Relations). The University will liberate such employee one (1) day prior to the meetings to prepare.
- 40.05 Before proceeding to any amendment of the Pension Plan, the University will meet with the Union to discuss such an amendment.
- 40.06 The University will liberate with pay two (2) MUNACA representatives to participate in the Pension Plan meetings stipulated in clause 40.05. 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 the Department of Human Resources (Staff Relations). The University will liberate such employees one (1) day prior to the meetings to prepare.

**Article 41 Employee Assistance Program**

[Index](#)

- 41.01 The University will make available for any employee in the bargaining unit a free confidential personal counselling 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 42 Technological Change**

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**Definition of technological change**

- 42.01 Technological change is any major change which affects working conditions, in particular, major change brought to the organization of work by the introduction of new techniques or

work procedures, or the introduction of new equipment.

### **Implementation Procedures**

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

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

### **Training**

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

## **Article 43 Employee Files**

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43.01 After notifying the Department of Human Resources (Records and Systems) 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 Records and Systems Office will be permitted to add or remove a document from an employee's file.

43.02 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 Records and Systems Office and shall be at the expense of the employee.

43.03 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 44 Identification card**

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44.01 Staff identification cards are required in order to access various services provided by such University areas as the Libraries, loan of equipment through the Instructional Communications Centre, Athletics facilities and accessing of buildings during off hours.

44.02 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 Records and Systems section of the Department of Human Resources without delay.

44.03 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.

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

**Article 45 Seniority List** [Index](#)

45.01 The University will give the Union twenty-five (25) copies on paper and one (1) copy on an electronic medium of a list of all the employees in the bargaining unit within thirty (30) days of the signing of this collective agreement and after that, on the first (1<sup>st</sup>) of June and first (1<sup>st</sup>) of December of every year. This list will be posted under the Human Resources Home Page for three (3) weeks. The list will be alphabetical and comprise the following information: last name, first name, position title, classification, position reference number where available, work unit, seniority and status (full-time, part-time and sessional).

45.02 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 46 Acquired rights** [Index](#)

46.01 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 47 Workload** [Index](#)

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

**Article 48 Educational Assistance and Staff Dependent Scholarship/Staff Dependent Tuition Waiver**

48.01 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 49 Printing of agreement** [Index](#)

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

number of copies to the Union.

49.02 The collective agreement negotiated in English is printed in French and English.

**Article 50 Appendices and Letters of Agreement** [Index](#)

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

50.02 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 51 Retroactivity**

51.01 Salary scales will be increased by 3.5% , retroactive to December 1, 1998, in accordance with article 25 (Rates of Pay).

51.02 Automatic progression of 1% will be paid to eligible employees, retroactive to December 1, 1998, in accordance with article 25 (Rates of Pay).

**Article 52 Duration of the Agreement** [Index](#)

52.01 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 November 30, 2001. 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.

52.02 Either party may, after serving proper notice, request that salary scale increases and automatic progression effective December 1, 2000 be renegotiated.

The present clause constitutes a clause permitting the revision of the collective agreement as contemplated by section 107 of the Quebec Labour Code.

**APPENDIX 1**

**Certificate of Accreditation**

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**APPENDIX 2**

**DEFERRED SALARY LEAVE  
(Sample Contract)**

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**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 35 (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 35 (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 35.09 (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

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## APPENDIX 3

### Educational Assistance

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#### 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 more than two-thirds (2/3) or more of the normal working hours for their classification, as stipulated in article 21 (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 40 (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 the Department of Human Resources (Staff Benefits) prior to registration in order to obtain the required forms to make an application for reimbursement.
- 3.2 If 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 the Department of Human Resources (Staff Benefits). Applications are to be submitted following the completion of the course and must be received no later than the following dates: June 30 for the Fall Term; November 30 for the Winter Term; January 31 for Summer Session. Applications will not be processed retroactively, and any applications received by the 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.
- 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 determined from the following schedule according to the employee's period of uninterrupted full-time seniority as of the date of registration for the course:

<b>Seniority</b>	<b>Percentage Reimbursed</b>
Less than three (3) years	50%
Over three (3) years	100%

## APPENDIX 4

### Staff Dependent Scholarship/Staff Dependent Tuition Waiver

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#### 1. DEFINITIONS

For the purposes of this Appendix, “full-time” refers to an employee working more than two-thirds (2/3) or more of the normal working hours for their classification, as stipulated in article 21 (Hours of Work).

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 40 (Group Plans of the University).

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

“Spouse”

the individual who:

- a. is married to and cohabiting with the employee; or
- b. has been residing with and publicly represented as the consort of the employee (whether of the opposite or same sex), for at least one year; or
- c. has been residing with and publicly represented as the consort of the employee (whether of the opposite or same sex), where both the employee and the consort are the legal parents of the same child.

#### 2. POLICY

- 2.1 The dependent of a full-time employee or a pensioner will pay one-third the normal course fees once enrolled in a regular degree, diploma or credit certificate program offered by the University.
- 2.2 Fee reduction shall apply to Tuition Fees only. Other charges such as Student Services Fees, Student Society Fees, Diploma Fees, Private or Practical Instruction Fees and any other special fees and/or penalties 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 If an eligible employee or pensioner requests a Staff Dependent Scholarship for their dependent, all fee reductions granted to the dependent will be taxable to the student.
- 2.5 If an eligible employee or pensioner requests a Staff Dependent Tuition Waiver for their dependent, all fee reductions granted to the dependent will be a taxable benefit to the sponsoring employee or pensioner.
- 2.6 If an eligible employee or pensioner requests a Staff Dependent Scholarship, and the dependent student does not meet the eligibility requirements outlined in section 5, the Staff Benefits Office will automatically treat the application as a Staff Dependent Tuition Waiver.
- 2.7 An eligible employee or pensioner may change their selection of either Staff Dependent Scholarship or Staff Dependent Tuition Waiver each semester by completing a new application form and processing it in the regular manner.

### **3. DEPENDENTS OF DECEASED EMPLOYEES OR PENSIONERS**

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- 3.1 In the event of the death of an employee who met the definition under section 1 prior to their normal retirement date, their dependent(s) will be eligible for exemption from all tuition fees.
- 3.2 Dependents of a deceased pensioner who met the definition under section 1, will be eligible for exemption from all tuition fees.
- 3.3 In order to qualify for exemption under this section, an eligible dependent must also meet the normal academic requirements for eligibility as outlined in section 5.

### **4. PROCEDURES**

- 4.1 Upon registration, an eligible student should obtain the proper application form from the Admission's/Registrar's Office, the Cashier's Office, or the Department of Human Resources (Staff Benefits), and forward the completed form to either the Registrar's Office or the Centre for Continuing Education as appropriate. Applications must be submitted no later than the following dates after commencement of the term: February 28 for Fall Term; June 30 for Winter Term; October 31 for Summer Session. Applications will not be processed retroactively, and any applications received by the Benefits Office after the above mentioned dates will not be eligible for reimbursement.
- 4.2 The student will 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 will 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, the Department of Human Resources (Staff Benefits) will advise the Accounting Department to charge reduced fees at the rate of one-third (1/3) of the normal fees.

## 5. ELIGIBILITY REQUIREMENTS FOR STAFF DEPENDENT SCHOLARSHIP

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

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

Undergraduate level (second year): the student must have attained a minimum of "C" average in the first year of their undergraduate program;

Undergraduate level (third year): the student must have attained a minimum of "C" average in the second year of their undergraduate program;

Master's level: admission to the program;

Doctoral level: admission to the program.

## APPENDIX 5

### Casuals

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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 the leave itself.

In case of replacement of a regular employee who has been on long term disability, the replacement period shall not exceed three (3) years from the date of commencement of the Long-Term Disability Leave.

When the period of authorized leave exceeds six (6) months, the casual serving as a replacement may be used or continue to be used for a period of one (1) month preceding and following the leave to facilitate an overlap with the regular employee taking authorized leave.

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 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 directly to the Dean or Director, with copies to the immediate Supervisor and to the Director of Human Resources, within fifty-five (55) working days of the Union gaining knowledge of the alleged contravention, but not later than six (6) months after the said contravention ceased to exist. The Dean or Director will render a decision in writing within ten (10) working days of receipt of the formal notice.

Notwithstanding anything to the contrary in the grievance procedure, if the Union is not satisfied with the decision of the Dean or Director, the Union may file the grievance in accordance with clause 10.03 (Grievance and Disagreement Procedure).

## APPENDIX 6

### Essential Services

#### Designation of Employees to care for Research Animals

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The parties agree that proper care\* of all research animals\*\* will be maintained by the members of the bargaining unit in the event of a strike or lockout in the course of this collective agreement or its continuance.

At least seven (7) days before the commencement of a strike or lockout, the University will designate and identify a number of employees which it deems sufficient to provide for continuous proper care of the animals during the strike or lockout. A list of the names will be delivered to the Union and the parties agree to meet with a view to executing a formal agreement with respect to the employees affected. Should the parties be unable to reach agreement on the persons to be designated, the matter will be referred to the Canadian Council on Animal Care (CCAC) for final and binding resolution by the Council.

All persons so designated will be paid their regular salary during the period of designation.

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

\* Proper care implies, provision of the appropriate temperatures, humidity, light cycles, ventilation, food, water and cleaning as well as exercise and nursing care where appropriate.

\*\* Research animals means any live non-human vertebrate or invertebrate utilized in research, teaching and testing.

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