

SOURCE	Union		
EFF.	87	12	17
TERM.	89	11	30
No. OF EMPLOYEES	323		
NOMBRE D'EMPLOYÉS	323		

Collective Agreement

between

McGILL UNIVERSITY

hereinafter called "THE UNIVERSITY"

and

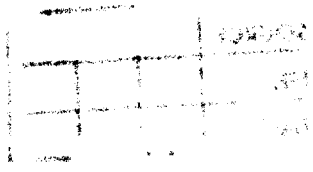
THE SERVICE EMPLOYEES UNION, LOCAL 800, Q.F.L

Buildings & Grounds
Residences
Faculty Club

hereinafter called "THE UNION"

DURATION: Until 30 November 1989

201702



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ARTICLE 1 PURPOSE OF THE AGREEMENT

1.01

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

ARTICLE 2 UNION RECOGNITION AND MANAGEMENT RIGHTS

2.01

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

2.02

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

ARTICLE 3 GENERAL PROVISIONS

3.01

The University will treat its employees with justice.

3.02

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

3.03

The parties agree that sexual harassment shall constitute a form of discrimination, and that no person may sexually harass another.

3.04

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

3.05

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

This file shall include:

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

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

ARTICLE 4 CERTIFICATION AND SCOPE OF APPLICATION

4.01

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

4.02

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

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

4.03

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

4.04

The University will advise the Union in writing, within ten (10) calendar days, of the promotion or transfer of an employee to a position excluded from the bargaining unit, indicating the title of the position to which the employee has been promoted or transferred and the place of work.

4.05

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

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

4.06

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

ARTICLE 5 DEFINITIONS

5.01 "Posting"

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

5.02 a) "Seniority in the University"

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

5.02 b) "Seniority in the department"

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

Department means:

- Physical Plant
- Faculty Club
- Residences

5.03 "Financial year"

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

5.04 "Spouse"

Spouse means any person who has become a spouse:

- a) as a result of a legally recognized marriage in Quebec or elsewhere and recognized under Quebec law.
- b) for an unmarried or separated person, as a result of cohabitation for a period of more than one (1) year with another unmarried or separated person of the opposite sex who is publically presented 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 an unmarried spouse.

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

5.05 "Grievance"

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

5.06 "Recall list"

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

5.07 "Dispute"

means any disagreement other than a grievance.

5.08 "Transfer"

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

5.09 "Parties (the)"

means the University and the Union.

5.10 "Position"

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

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

5.11 "Vacancy"

means a position which, subject to the provisions concerning posting, is or becomes vacant by the final departure of its incumbent, or any newly created position in an existing or newly created service, and which the University wishes to fill. In the event that the position is not filled, the University will advise the Union in writing of the reason.

5.12 "Promotion"

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

5.13 "Equivalent position"

means a position which is similar to that occupied by the worker when he stopped work, insofar as necessary professional qualifications, salary, and social benefits are concerned.

5.14 "Recall"

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

5.15 "Union representative"

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

5.16 "Demotion"

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

5.17 "Employee"

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

5.18 "Full-time employee"

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

5.19 "Part-time employee"

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

5.20 "Employee on probation"

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

5.21 "Regular employee"

means any employee who has completed his probationary period.

5.22 "Temporary employee"

A temporary employee is an employee hired for a limited period of time according to the following provisions, and includes substitute and supernumerary employees: these employees may be part-time or full-time, according to clauses 5.18 and 5.19.

a) "substitute employee:"

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

b) "supernumerary employee:"

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

5.23 "Union"

means the Service Employees Union, Local 800, Q.F.L.

5.24 "University"

means McGill University.

ARTICLE 6 UNION SECURITY

6.01

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

6.02

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

6.03

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

6.04

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

6.05

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

ARTICLE 7 UNION CHECK-OFF

7.01

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

7.02

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

7.03

The University will identify the amount withheld for Union dues on the T4 and TP4 forms of each employee.

7.04

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

- a) the name of each employee from whom Union dues have been withheld, his social insurance number and the amount withheld;
- b) the name of each new employee plus his date of hiring, address, classification, salary, status (full-time or part-time) and social insurance number;
- c) the name of each employee who has terminated and the date of termination.

ARTICLE 8 UNION ACTIVITIES

8.01

In the thirty (30) days following the signing of the agreement, the Union will provide the University with a list of its officials and its delegates and Union representatives. Any changes in this list will be communicated to the University within fifteen (15) days of the nomination or election of a member to a different position.

8.02

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

8.03

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

8.04

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

8.05

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

8.06

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

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

8.07

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

8.08 a)

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

8.08 b)

- i. The University will free without loss of regular salary, four (4) employees appointed by the Union, for a maximum of fifteen (15) working days in the twelve (12) months preceding the expiry date of the Agreement for the purpose of preparing for the negotiations for renewal.
- ii. When the total number of days is used, the University will invoice the Union for the cost of the additional releases obtained under this clause.
- iii. A written request including the name of the employees concerned and the dates for release shall be made to the respective supervisors excluded from the bargaining unit at least five (5) working days in advance, except in the case of emergency.

8.08 c)

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

8.09

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

8.10

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

8.11

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

LEAVE OF ABSENCE WITHOUT PAY FOR UNION OFFICE

8.12

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

8.13

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

8.14

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

8.15

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

8.16

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

8.17

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

ARTICLE 9 GRIEVANCE AND DISPUTE PROCEDURE

9.01

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

9.02 a) First stage:

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

b) Second stage:

The employee shall submit the grievance in writing to the Manager or the Director of the department, as appropriate, within thirty (30) working days of learning of the circumstances that is the subject of the grievance but not longer than the six (6) months after the occurrence of this circumstance.

9.02 b)

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

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

9.02 c) Third stage:

If the Manager or Director of the department does not respond, or if the Union finds the response unsatisfactory, the latter may appeal in writing to the Vice-principal or representative thereof within the ten (10) days after the expiry of deadlines provided for in Article 9.02 b). The Vice-principal or representative thereof must respond in writing within three (3) days following receipt of the appeal concerning the grievance or dispute.

A grievance that has not been resolved at Stage 9.02 c) must be referred to arbitration within a maximum of twenty (20) working days following receipt of the response to the appeal given by the Vice-Principal (Administration and Finance) or his representative.

9.03

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

9.04

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

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

9.05

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

9.06

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

9.07

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

9.08

Grievances and disputes can be submitted on the same form.

9.09

If a collective grievance or dispute, or a grievance or dispute submitted by the Union itself concerns employees from more than one (1) department or service, it may be submitted directly to stage two (2) as provided in Article 9.02.

ARTICLE 10 - ARBITRATION

10.01

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

10.02

- a) As a general rule, the parties agree to appear before a single arbitrator. If the parties cannot agree to the choice of an arbitrator, one or other of the parties may demand that the arbitrator be designated by the Labour Department, in conformity with the provisions of the Labour Code.
- b) By exception, either one of the parties may refer the grievance *or* dispute to an Arbitration Board composed of three (3) people. The two (2) parties must agree upon the choice of a chairman, failing which, one of the parties may demand that the chairman be designated by the Labour Department in conformity with the provisions of the Labour Code.
- c) Each party shall name his assessor within ten (10) working days following the choice of the chairman. If

either party fails to name an assessor, the chairman shall proceed even in the absence of the assessor of the party at fault.

10.03

In the case of an Arbitration Board, each party will assume the costs and fees of its assessor. The fees and expenses of the chairman of the Board or of a single arbitrator, are divided equally between the parties.

10.04

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

10.05

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

10.06

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

10.07

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

10.08

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

10.09

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

10.10

In case of a grievance on workload, the sole arbitrator or Arbitration Board may assess the workload and order corrective measures.

ARTICLE 11 DISCIPLINARY MEASURES

11.01

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

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

11.02

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

11.03

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

11.04

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

11.05

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

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

The employee and the Union shall be called to the meeting in writing.

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

11.06

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

11.07

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

ARTICLE 12 PROBATIONARY PERIOD

12.01

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

12.02

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

12.03

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

12.04

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

ARTICLE 13 SENIORITY

13.01

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

13.02

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

13.03

A regular part-time employee's seniority is calculated proportionately to the hours worked, excluding overtime.

13.04

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

13.05

Within sixty (60) calendar days after the signature of the Agreement and on October 1st of each year, the University shall provide the Union with the seniority list of all

employees covered by the Agreement. The list will contain the following information: name, first date of service, work section, salary, classification, work shift, social insurance number, status and building(s).

13.06

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

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

On the first day of December each year, the University will send a revised seniority list to the Union.

13.07

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

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

13.08

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

- 1) absence from work for reasons of leave without pay;
- 2) absence from work provided or not by this agreement and authorized by the University;
- 3) absence for reason of public service;
- 4) after the first twelve (12) months in the case of absence due to sickness or after the first twenty-four (24) months in the case of a work-related accident.

13.09

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

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

13.10

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

ARTICLE 14 EMPLOYEE CHANGES

14.01

- a) A legible notice of any vacant or newly-created position in the bargaining unit must be posted in full view and accessible to all employees for a period of ten (10) calendar days, subject to Article 5.11. At the same time, the University must send a copy of the notice to the Union.
- b) The information which must appear on the posting is:
1. The job title;
 2. The job description;
 3. The applicable rate of pay and premia;
 4. The posting period;
 5. The shift;
 6. The building and/or the department;
 7. Status (full-time or part-time).

14.02

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

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

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

- b) If none of the employees within the department has been granted the position in accordance with the procedure provided in clause 14.02 a), the latter will be granted to the candidate within the bargaining unit having the most seniority within the University among the applicants, on the condition that he satisfies the normal requirements of the position. The requirements and qualifications must be pertinent and relevant to the nature of the tasks as agreed to by the parties. In the event of a grievance, the burden of proof is on the University.

14.03

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

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

14.04

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

14.05

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

14.06

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

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

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

14.07

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

ARTICLE 15 TEMPORARY ASSIGNMENTS

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

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

15.02

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

15.03

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

15.04

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

15.05

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

15.06

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

15.07

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

15.08

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

ARTICLE 16 EMPLOYMENT SECURITY

16.01

An employee having less than twelve (12) months seniority can be laid off according to the provisions of Article 17 (Lay-off and recall).

16.02

No employee having twelve (12) months or more seniority will be dismissed, laid off, terminated, released, or will suffer a reduction in salary as a result of or on the occasion of:

- technical improvements;
- technological improvements;
- changes in administrative structures;
- changes in work procedure;
- changes of equipment;
- sub-contracts

16.03

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

The provisions of the present article will not have the effect of preventing the University from laying off an employee who occupies a position of a seasonal or cyclical nature at the time of this lay-off. However, such employees will benefit from employment security at the time of the resumption of the activity of his department.

In the case of a part-time employee, the calculation of service will *be* pro-rated to the amount of time worked by a full-time employee in the same classification.

16.04

For purposes of clause 16.03, the twenty-four (24) months must be accumulated without interruption in the period of employment.

For the purposes of the present article, the hours which will be accumulated are those for which the regular employee received remuneration from the University, either in the form of a salary payment or as the result of an authorized paid leave of absence provided for by this agreement.

However, it is agreed that those absences during which an employee receives benefits from a salary continuance plan, long-term disability plan or unemployment insurance plan, will not be considered to be authorized leaves of absence with pay for the purposes of the present article.

This provision does not apply in the case of a maternity leave or work accident.

16.05

The University will inform the Union at least three (3) months in advance when making the changes provided for in clause 16.02 which may have the effect of creating a surplus of personnel or of slightly altering the duties and/or working conditions of the employees concerned. In certain instances, the parties may agree to a shorter notice period. In the other cases provided in clause 16.03, the University will inform the Union at least ten (10) working days in advance and, as far as possible, at least one (1) month in advance. The parties may agree to a shorter notice period.

16.06

- a) Within the period specified in clause 16.05 the parties must meet without delay to discuss application of this article, in order to mitigate any difficulties which may result from the changes provided for in 16.02 and, in the case of employees with twenty-four (24) or more months of active service, those provided for in 16.03.
- b) At that time the parties will discuss:
 - application of seniority:
 - relocation or retraining of employees affected by changes provided for in 16.02 and, in the case of employees with twenty-four (24) or more months of active service, those provided for in 16.03:
 - any other measures deemed useful by the parties.

16.07

- a) If an equivalent position is available, the employee will be relocated to the position without posting, provided he fills the normal requirements of the position. If several equivalent positions are open, the employee may choose among them. Any employee thus relocated will undergo the trial period specified in clause 14.03. If at the end of this trial period the employee does not wish to remain in the position to which he has been relocated, or if it is established that he does not meet the normal requirements of the position, the employee will be relocated once more according to the terms specified above. If the employee refuses relocation to an equivalent position, he will be deemed to have resigned.

If the equivalent position involves a different shift (day, evening, night) and the employee refuses to relocate under such conditions, he may have recourse to the provisions of 16.08. He will be considered red-circled at the end of the waiting period provided for in clause 16.05.

If the equivalent position involves a weekend shift and no weekend shift was involved in the abolished position, the employee may refuse to be permanently relocated to such a post for a maximum period of twelve (12) months. During this period, the provisions of 16.08 will apply, and the employee will be considered red-circled at the end of the period specified in 16.05.

- b) If no equivalent position for which the employee fulfills the normal requirements is open, but there is an equivalent position or another carrying a salary rate close to that for the abolished position and for which retraining of the employee is necessary and possible, the provisions of the following paragraph will apply.

Any employee who is to be displaced according to the provisions of this article must accept retraining when it is proposed provided he possesses the necessary aptitudes. An employee who is to be retrained will be released from his duties without loss of his regular salary. In a case where retraining involves training courses, the employee will not be required to pay any tuition fees for such courses.

Where several retraining options are required and available, the employee may choose among them.

16.08

If the provisions of 16.06 and 16.07 do not apply, and notwithstanding other clauses of the collective agreement, the following procedure for temporary relocation will apply to ensure the employee's employment security. The employee will be:

- a) either relocated to an available position carrying a lower salary rate if he can satisfy the normal requirements of that position. If several such positions are open, the employee may choose among them. During this period, an employee so relocated may request to be relocated again, without posting, to an open position carrying a salary lower than that of the abolished position but higher than the one to which he has been relocated, and which better corresponds to his qualifications:
- b) or, relocated to a position temporarily without its incumbent under the terms of article 15.01 for a period of more than one (1) month:
- c) or, be assigned where there is a work overload for a period of more than one (1) month.

16.09

When Article 16.08 applies, the following conditions also apply:

- a) In all cases, the employee must meet normal job requirements. In the case of several options, the choice will be the employee's.
- b) If, while the procedure for temporary relocation is being applied, one of the measures provided for in 16.06 or 16.07 is applicable, it is to be applied.
- c) If during the period of temporary relocation a position carrying a salary lower than that of the abolished position but higher than the one to which the employee has been relocated becomes open, the employee may request relocation to such position, without posting.
- d) If the period of temporary relocation is less than one (1) month, the parties must meet to agree on the steps to be taken.
- e) If at a given time an employee can be relocated according to the terms of clause 16.08 a), b) or c), the employee's choice will prevail.

16.09

- f) Once the period of temporary relocation is over, the employee is once again relocated according to the provisions of this article.
- g) After twelve (12) months during which the provisions of 16.08 have been in force, the parties must meet to determine the retraining necessary for the employee to fill a vacant position or one that will eventually be vacant, carrying a salary equivalent to or close to that of the abolished position.

16.10

Except where this article provides otherwise, the employee will be entitled to salary increases applicable to the position which he occupied before it was abolished.

16.11

If an employee refuses to be relocated under the terms 16.06, 16.07, 16.08 and 16.09, or if he refuses retraining offered him, he may either resign and take advantage of the severance pay provided for in 16.12, or be laid off and placed on the recall list. At the end of the period provided ~~for~~ in 13.09 (seniority) he will receive the severance pay which he would have received at the beginning of his lay-off. However, if during his lay-off, he refuses recall to an equivalent position, he will be deemed to have resigned as of the beginning of his lay-off, and will not be entitled to the severance pay provided for in 16.12.

16.12

For purposes of clause 16.11, severance pay is equal to one (1) month salary per year of service, to a maximum of six (6) months.

ARTICLE 17 LAY-OFF AND RECALL

17.01

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

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

17.02

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

17.03

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

17.04

Each employee who must be displaced according to the provisions of this article must accept the position offered to him, taking into account the application of the seniority article, and providing that he satisfies the requirements of the said position, or participate in retraining courses offered to him and for which he has the required aptitudes. If he refuses the proposed retraining or the position offered to him and for which he is qualified, he is then laid-off.

17.05

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

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

17.06

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

17.07

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

17.08

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

17.09

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

ARTICLE 18 DURATION AND HOURS OF WORK

18.01

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

a) Building Services

The regular work week is thirty-eight and three quarters (38 3/4) hours divided into five (5) work days of seven and three-quarters (7 3/4) hours each.

The shifts are as follows:

Day	07:00	-	14:45
Evening	15:00	-	22:45
Night	23:00	-	06:45

b) Mail Room

The regular work week is thirty-eight and three-quarters (38 3/4) hours divided into five (5) days of work of seven and three-quarters (7 3/4) hours each.

The regular work week is as follows:

08:00 to 16:15

c) Garages

i. Night Shift:

The regular work week is, on average, thirty-eight and three-quarters (38 3/4) hours.

The regular hours are as follows:

19:00 to 06:45

c) Garages

ii. Day Shift

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

The work shifts are:

07:00 - 14:45
11:00 - 18:45

d) Faculty Club

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

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

e) Residences

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

i. Maintenance Section

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

The evening and night shifts are as follows:

17:00 - 00:45
19:00 - 02:45
24:00 - 07:45

ii. Cafeteria

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

18.02

- a) For the periods mentioned in this clause, the regular work week will be reduced as follows:
- 1987: 25 June to 28 August inclusive;
 - 1988: 27 June to 2 September inclusive;
 - 1989: 26 June to 1 September inclusive;
- For those employees whose regular work week is thirty-five (35) hours or more, a three (3) hour reduction without loss of regular salary;
- For those employees whose regular work week is less than thirty-five (35) hours, the present practice in each institution will apply.
- b) In cases where it is not possible to reduce the hours, the employees concerned will receive the overtime rate for any work performed during those periods when they would have been entitled to a reduction in the hours of work.

18.03

For the purposes of applying the present collective agreement, each reduced day will be considered to constitute a regular day of work, according to the provisions of clause 18.01 of the present article.

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

18.04

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

18.05

Except for the Mail Room, all employees are entitled to a paid meal of one-half (1/2) hour during the course of the regular day of work. Mail Room employees are entitled to an unpaid meal period of one-half (1/2) hour during the regular day of work.

18.06

Except for the Garage Attendants (night), employees who work special shifts will be entitled to two (2) consecutive days of rest for each work week.

18.07

The schedule may be modified as received after agreement between both parties.

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

18.08

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

18.09

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

18.10

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

ARTICLE 19 OVERTIME

19.01

- a) All work done by an employee outside his regular working day or regular work week is considered to be overtime if it was approved by the immediate supervisor who required it prior to it being done, or if it was done with his knowledge and without objection from him.
- b) If all employees refuse to do overtime work on a voluntary basis the employee(s) having the least seniority must carry out the work required.

- c) No employee shall be required to work for more than sixteen (16) consecutive hours. However, an employee who does work for more than sixteen (16) consecutive hours may take nine (9) consecutive hours of rest without pay before resuming his regular work schedule.

19.02

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

19.03

All overtime is paid as follows:

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

19.04

The payment of overtime earnings for a given pay period is made during the following pay period. During annual vacation period and the Christmas Holidays, the above-mentioned payment is delayed by an additional pay period.

19.05

An employee may convert, at the appropriate overtime rate, overtime work performed up to a maximum of five (5) working days in any one financial year. This maximum may be extended by agreement between the employee and his immediate supervisor, who shall not refuse without just cause.

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

19.06

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

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

19.07

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

19.08

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

19.09

The employee who works planned overtime which is not continuous with his working day or work week is paid at the overtime rate for each consecutive hour so worked. In such a case, the employee is entitled to a minimum payment equivalent to three (3) hours work at his regular rate of pay. For the purpose of applying this article, the meal break provided for in paragraph 19.07 does not constitute an interruption of the regular work day.

ARTICLE 20 FLEXIBLE HOURS

20.01

Flexible work schedules may be established following agreement between the parties according to the procedures provided in the present article and those agreed to by the committee.

20.02

A flexible work schedule is a regrouping of the hours of work such that an employee may himself choose the starting and ending time of his day, while respecting a predetermined period during which his presence is mandatory.

20.03

Definitions

- a) Fixed bands; hours during which the presence of all personnel affected is mandatory.
- b) Movable bands; hours during which an employee's presence is not mandatory, subject to the provisions of this agreement.
- c) Hours of amplitude: hours during which an employee may carry out his day of work.
- d) Reference hours: number of hours of a regular day of work which corresponds to the hours which an employee would work were he working a regular work schedule as defined in Article 18.01 (Hours of Work).
- e) The reference day: period during which an employee would be obliged to work reference hours were he working a regular schedule as defined in Article 18.01 (Hours of Work).
- f) The reference period: period during which the regular hours of work of an employee are computed.
- g) Hours of continuity: period during which continuity must be maintained even though it is not necessary that all personnel be present.

20.04 The Committee

Within thirty (30) days following the signing of the present agreement, the parties agree to form a Joint Committee composed of two (2) University representatives and two (2) Union representatives.

The committee's mandate is to determine:

- the hours of continuity;
- the hours of amplitude;
- the length of the fixed bands and their distribution within the hours of amplitude;
- the length of the reference period.

The committee's mandate also includes the solution of all problems relating to the performance of work during the hours of continuity, such that no supplementary remuneration or reclassification will result for the employees concerned.

Furthermore, the committee's mandate will include the interpretation and application of the procedures of this article at the time of the implementation of the flexible work schedule.

Subject to clause 20.05, the committee may agree upon any other procedure at the time of implementation of the flexible work schedule.

20.05 Procedures

- a) Length of fixed bands: The length of the fixed bands may not be less than four (4) hours per day.
- b) Length of the meal period: The length of the meal period may not be less than thirty (30) minutes.
- c) Computation of hours of work: Credits and debits to the employees are established by using the difference between the hours actually worked by an employee, and the number of reference hours. An employee may not accumulate more than ten (10) hours to his credit or debit at the end of the reference period. This balance is carried over into the next reference period.
- d) Length of reference period: The length of the reference period may not be less than two (2) weeks.
- e) Overtime: Only those hours worked over and above the reference hours and outside the reference day at the specific request of the immediate superior will be paid at the overtime rate.
- f) Continuity: Starting and ending time is entirely up to the employee within the movable bands, provided, however, that the employees have agreed between themselves that there always be a sufficient number of employees on hand to ensure continuity.
- g) Control: The committee will establish control mechanisms to accompany the implementation of the flexible work schedule.
- h) Procedures pertaining to absence from work: these procedures will be established by the committee.

20.06

Upon proclamation of Article 52 of Bill 126 on Minimum Standards of Work, and except if the regulations exclude the application of the said article to the employees affected by flexible work hours, the parties will meet in order to find a solution not resulting in any additional cost for the University.

ARTICLE 21 VACATION

21.01

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

21.02

All employees are entitled to a paid vacation, for which the duration is calculated as below, during the twelve (12) months which follow June 1st:

- a) any employee with less than one (1) year of seniority on June 1st in any given year is entitled to one and two-thirds (1 2/3) days for each completed month of work at the University, to a maximum of twenty (20) working days;
- b) any employee with one (1) year or more of seniority on June 1st in any given year is entitled to twenty (20) working days of paid vacation;
- c) Any employee with fifteen (15) years of seniority on June 1st of the current year is entitled to twenty-five (25) working days of paid vacation.

21.03

For the purposes of calculating vacation, any employee hired between the first (1st) and the fifteenth (15) day of the month inclusive, is eligible for a credit of one and two-thirds (1 2/3) days of vacation for that month.

21.04

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

Sickness: An employee who is absent from work by virtue of the provisions of Article 35 (Salary Continuance and Long-Term Disability Plan) will accumulate vacation credits during the first six (6) consecutive months of his absence.

21.04 continued

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

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

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

Unpaid leave greater than one month: An employee will be entitled to vacation credits on a pro-rated basis according to the number of months worked.

21.05

The period between June 15th and Labour Day is considered as the normal period for taking vacation.

However, an employee may take all or part of his vacation outside this period providing he has the prior agreement of his superior concerning the dates. His immediate superior's refusal may be based only on the dates requested by the employee subject to the provisions of 21.06, and may not be based on the fact that the employee is requesting to take all or part of his vacation outside the normal vacation period.

21.06

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

- the employees's seniority at the University, applied within his work unit;
- the preferences expressed by the employee;
- the needs of the department.

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

21.07

- a) Unless otherwise agreed, vacation must be taken during the financial year in which they are owed.
- b) Upon agreement with his immediate superior, an employee may take his anticipated accumulated vacation before June 1st, subject to the provisions of 21.05 and 21.06.

21.08

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

21.09

Any employee who is unable to take his annual vacation as a result of sickness, accident or work accident suffered prior to the start of his vacation can delay his vacation to a later period. However, he must advise his superior of the fact as soon as possible, prior to the date of the start of his vacation period. After agreement with his immediate superior his vacation period will **be** postponed either to the end of his incapacity, or to a later date agreed upon with his immediate supervisor.

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

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

21.10

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

21.11

In the case of termination of work:

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

21.12

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

21.13

Subject to the provisions of 21.05 and 21.06, all regular employees are entitled to extend their vacation by an unpaid leave of absence.

However, the total duration of the vacation (whether consecutive or not) and its extension may not exceed six (6) weeks during any financial year, unless otherwise agreed between the University and the employee.

ARTICLE 22 PAID HOLIDAYS

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

- St. Jean Baptiste
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- Boxing Day
- 1st Floating Holiday to be determined)
- 2nd Floating Holiday to be determined)

- New Year's Eve
- New Year's Day
- 2 January
- Good Friday
- Easter Monday
- Victoria Day

- b) The University agrees to recognize and observe as paid holidays any other civil holidays decreed by the governments after the signing of this agreement.

22.02

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

22.03 Remuneration for a paid holiday not worked:

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

22.04 Remuneration for a paid holiday when worked:

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

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

22.05 Remuneration for the delayed day off when worked:

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

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

22.06

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

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

1986: 27, 28 December
1987: 26, 27 December
1988: 24, 25, 31 December and 1 January 1989.

ARTICLE 23 SOCIAL LEAVES

23.01

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

23.02

- a) In the event of the death of his spouse, child, or spouse's child, an employee is entitled to a paid bereavement leave of five (5) working days.
- b) In the event of the death of his mother, father, brother, sister, spouse's mother, spouse's father, spouses's sister, spouse's brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, an employee is entitled to a paid bereavement leave of three (3) working days. In the event of the death of a member of his family residing with the employee, or of a child, or of a spouse's child not residing with the employee, an employee is entitled to a paid bereavement leave of three (3) working days.
- c) In the event of the death of any other member of the family, an employee is entitled to one (1) paid day of bereavement leave, provided he attends the funeral.
- d) Should the death occur in the employee's country of origin, he shall not lose the leave if he provides proof he must participate in the traditional manifestations of condolences following the death.

- e) An employee who wishes to attend the funeral of a fellow-worker, must be paid a leave of four (4) hours, but the number of employees who attend must not be greater than six (6).
- f) When leave is granted, it must be calculated from the date of the death to that of the funeral, and only working days will be be remunerated.
- g) In the event of the death of the spouse, child, spouse's child, father, mother, brother, sister, spouse's father, spouse's mother, spouse's brother, spouse's sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, it is also permissible for an employee to add to the above-mentioned periods an unpaid leave not to exceed fifteen (15) working days, or accumulated days of vacation, and/or overtime accumulated by virtue of clause 19.05.
- h) One supplementary paid day of leave will be granted if an employee must travel more than 160 kilometers from his home in order to attend the funeral.

23.03 In the event of marriage:

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

23.04 Moving

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

23.05 Legal Duties

- a) In the event that an employee is called to perform jury duty or to act as a witness in a case which he is not a party, he will not lose any regular salary as a result while he is required to act in this capacity. However, for each working day, the employee must give the University any pay received for the fulfillment of these duties. If the latter is greater than his regular salary, the University will reimburse him the difference.
- b) If, in the course of his duties, an employee is called to act as a witness in a case to which he is not a party, he will not lose any regular salary while he is acting in this capacity. The employee will be paid at the overtime rate for the period during which his presence is required in court outside of his regular hours of work.
- c) In the event that the presence of an employee is required in a civil, administrative, or penal court, in a case in which he is a party, he is eligible either for unpaid leave, or accumulated vacation, or overtime accumulated by virtue of clause 19.05, or for a personal leave by virtue of clause 23.07.

23.06

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

23.07 Personal Leave

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

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

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

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

ARTICLE 24 PARENTAL LEAVE

Section I: General Provisions

24.01

The maternity leave indemnity provided in Section II is paid out only as supplements to the unemployment insurance benefits or, in the cases specified below, as payments during a period of unemployment caused by a pregnancy which is not covered by the unemployment insurance plan.

24.02

If the granting of a leave is restricted to only one spouse, this restriction becomes effective whenever the other spouse is also employed by the University sector, or the public or para-public sectors.

24.03

The University will not reimburse any employee any sum which could be required of her by the Canadian Employment and Immigration Act, when the employee's income exceeds one and one-half (1 1/2) times the insurable maximum.

24.04

This article cannot have the effect of conferring on the employee any monetary or non-monetary benefit which she would not have received had she remained at work.

Section II: Maternity Leave

24.05

A pregnant employee is entitled to a maternity leave of twenty (20) weeks, which, subject to the provisions of clause 24.07, must be consecutive.

An employee who becomes pregnant while on an unpaid leave of absence or a part-time leave of absence as provided for in the present article is also entitled to this leave.

An employee who gives birth to a stillborn child after the beginning of the twentieth (20th) week preceding the expected date of delivery is also entitled to this maternity leave.

24.06

The distribution of maternity leaves, before and after the delivery, is the prerogative of the employee concerned, and includes the day of delivery.

The University reserves the right to request the employee to supply a medical certificate concerning her ability to continue working if the employee does in fact continue to work during the six (6) week period preceding the estimated delivery date.

24.07

In the case where the employee is sufficiently recovered from childbirth, but her child remains hospitalized, she may interrupt her maternity leave and return to work.

An employee whose child is hospitalized within fifteen (15) days of its birth has the same right.

The maternity leave may be interrupted only once, and will be completed when the child returns to the home.

24.08

In order to obtain maternity leave, an employee must provide the University with two (2) weeks' written notice, prior to the date of departure. This notice must include a medical certificate attesting to the pregnancy and the expected date of delivery.

The length of prior notice may be shorter if the medical certificate states that the employee must leave her position sooner than expected. In the case of an unforeseen incident, the employee will be exempted from the formality of prior notice, but must provide a medical certificate attesting to the fact that she was obliged to leave her position immediately.

24.09

Cases in which the employee is eligible to receive unemployment insurance:

An employee who has accumulated twenty (20) weeks of service (note 1) prior to the beginning of her maternity leave, and who, having made a claim to receive Unemployment Insurance benefits, is declared eligible for such benefits, is entitled to receive during her maternity leave, subject to the provision of clause **24.12**;

- a), for each of the weeks of the waiting period provided for in the Unemployment Insurance Plan, an indemnity equal to 95% (note 2) of her regular weekly salary, (note 3);
- b) for each of the weeks during which she receives or could be receiving Unemployment Insurance benefits, a supplementary indemnity equal to the difference between 95% of her regular weekly salary and the Unemployment Insurance benefit which she receives or could be receiving; this supplementary indemnity is calculated on the Unemployment Insurance benefit which an employee is entitled to receive, regardless of any amount deducted from such benefits for reimbursement of

benefits, interest costs, penalties, or other amounts recoverable by virtue of the Unemployment Insurance Act.

Moreover, if the C.E.I.C. reduces the number of weeks during which benefits are payable, which the employee would otherwise have been entitled to if she had not received Unemployment Insurance benefits prior to her maternity leave, she will continue to receive, for a period equal to the number of weeks reduced by the C.E.I.C., the supplementary indemnity provided for in the first paragraph of b) above, as though she had during that period received Unemployment Insurance.

- c) for each of the weeks following the period provided for in paragraph b), an indemnity equal to 95% of her regular weekly salary, until the end of the twentieth (20) week of the maternity leave.
- i) When a maternity leave is interrupted and then resumed, under the terms of clause 24.07, the University will pay the same indemnity to which she would have been entitled had she not interrupted her leave.
- ii) The University cannot, through the indemnity it pays an employee on maternity leave, compensate for reduced Unemployment Insurance benefits relating to salary she earned from another employer.

Despite the provisions of the preceding paragraph, the University will undertake to pay such compensation if the employee can prove that the salary paid by an other employer was a regular salary, by submitting a letter to that effect from the said other employer. If the employee shows that only a portion of the salary paid by the said other employer was paid on a regular basis, compensation will be limited to the regular portion.

The employer who paid the regular salary referred to in the above paragraph must provide the required letter at the employee's request.

The total amount received by the employee during her maternity leave in Unemployment Insurance benefits, indemnity and salary must not exceed ninety-five percent (95%) of her regular University salary from other employers.

- Note 1: An absent employee accumulates service if her absence is authorized, especially for reasons of disability, and if during this absence the employee is receiving benefits or remuneration.

Note 2: 95%. This percentage has been established in order to account for the fact that, in such a situation, an employee benefits from an exemption of her contributions to the Pension and Unemployment Insurance Plans, and the fact that 95% is the maximum allowable by the C.E.I.C.

Note 3: "Regular Salary" means the employee's regular salary including the lead hand or workshop responsibility premium and excluding all other premiums, without any additional remuneration, even for overtime work.

24.10

Cases in which the employee is not eligible to receive Unemployment Insurance:

An employee who is excluded from receiving Unemployment Insurance benefits or who is declared not eligible will also be excluded from receiving any indemnity. However:

A full-time employee who has accumulated twenty (20) weeks of service prior to the beginning of her maternity leave, will be entitled to an indemnity equal to 95% of her regular weekly salary, for ten (10) weeks, if she is not eligible to receive Unemployment Insurance benefits for one or other of the two (2) following reasons:

- i) she has not occupied an insurable job during at least ten (10) weeks between the 50th and 30th week preceding the week of her expected delivery; or
- ii) she has not occupied an insurable job during at least twenty (20) weeks during the reference period provided in the Unemployment Insurance Act.

A part-time employee who has accumulated twenty (20) weeks of service prior to the beginning of her maternity leave is entitled to an indemnity equal to 95% of her regular weekly salary for ten (10) weeks, provided she is not eligible to receive Unemployment Insurance benefits for one or other of the following reasons:

- i) she has not contributed to the Unemployment Insurance plan: or
- ii) she has contributed but has not occupied an insurable job for at least ten (10) weeks between the 50th and the 30th week preceding the week of her expected delivery; or
- iii) she has contributed but has not occupied an insurable job during at least twenty (20) weeks during her reference period.

Should the part-time employee be exempt from contributing to the Pension and Unemployment Insurance Plans, the percentage of the indemnity will be established at 95%.

24.11

In the cases provided in clauses 24.09 and 24.10:

- a) No indemnity will be paid during the vacation period for which an employee is remunerated.
- b) The indemnity payable for the two (2) first weeks shall be paid **by** the University in the **two** (2) first weeks of the leave; the indemnity due after this date shall be paid weekly, the first payment, however, not being due, in the case of an employee who is eligible for Unemployment Insurance, until fifteen (15) days after the University has received proof that she is receiving Unemployment Insurance benefits. For the purposes of this paragraph the following shall be considered as proof: a report or statement of benefits, a cheque stub, as well as information supplied by the C.E.I.C. to the University on a computer printout.
- c) Service is calculated as service in the employ of any of the employers in the University sector, the public and parapublic sector, (the Civil Service, Education, Social Affairs, Commissions de formation professionnelle, the Human Rights Commission, la Commission des services juridiques, l'Office de la construction du Québec, les Corporation d'aide juridique, la Régie des installations olympiques, la Societe des loteries et courses du Québec).
- d) The regular weekly salary of a part-time employee is the average regular weekly salary of the last five (5) months prior to her maternity leave. If, during this period, the employee has received benefits established at a certain percentage of her regular salary, it is understood that for the purposes of calculating her regular salary during her maternity leave, the-regular salary used to establish these benefits is the salary referred to.

If the period of the last five (5) months prior to the maternity leave of the part-time employee includes the date on which salaries are increased, calculation of the regular weekly salary will be made using the rate of pay in effect on that date. If the maternity leave

includes the date on which salaries are increased, the regular weekly salary will **be** increased on this date according to the formula ~~or~~ the rate increase which applies to her.

24.12

The maternity leave allowance paid out by the Quebec Manpower Centres will be subtracted from the indemnities to be paid out according to clause 24.09. The allowance referred to is presently established at \$240.00.

24.13

During this maternity leave and its extensions provided ~~or~~ in clause 24.14 of this section, the employee will be entitled to the following benefits, provided she would normally **be** entitled to them:

- salary continuance;
- life insurance, provided she continues to pay her premium;
- health insurance, provided she continues to pay her premium
- accrual of vacations;
- accrual of seniority;
- accrual of active service for the purpose of employment security.

An employee may postpone **a** maximum of four **(4)** weeks of vacation if her vacation takes place during her maternity leave and provided that she notifies the University in writing of the date of postponement at the latest two (2) weeks prior to the end of her leave.

24.14

Should the birth occur after the expected date, the employee is entitled to extend her maternity leave by a period equal to the period by which the birth was delayed, unless she has at least two (2) weeks of maternity leave remaining after the birth.

An employee may furthermore benefit from **a** six (6) week extension of the maternity leave should this be warranted by the baby's state of health.

During these extensions, the employee will receive neither indemnity nor salary.

24.15

The maternity leave may be of a shorter duration than twenty (20) weeks. Should an employee return to work within two (2) weeks following the birth, upon demand of the University she must produce a medical certificate attesting to the fact that she has recovered sufficiently to resume work.

24.16

During the fourth (4th) week prior to the end of the maternity leave, the University must send the employee notice of the expected date of termination of the leave.

An employee to whom the University sends the abovementioned notice must report for work upon termination of her maternity leave, unless the leave is extended in the manner described in clause 24.29.

An employee who does not conform to the preceding paragraph is deemed to be on unpaid leave for a period not to exceed four (4) weeks. At the end of this period, an employee who has not returned to work is deemed to have resigned.

24.17

Upon return from maternity leave, the employee will return to her position. In the event that her position was abolished, the employee is entitled to the benefits which she would have received had she then been at work.

SECTION III: Special leaves for pregnancy and nursing.

24.18 a) Temporary Assignment and Special Leave

The employee may request a temporary assignment according to the provisions of clauses 16.07 and 16.08 in the following circumstances:

- i) She is pregnant and her working conditions embody a risk of infectious disease or physical danger for herself or her unborn child;
- ii) her working conditions entail danger for her nursing infant.

The employee must submit a medical certificate to this effect as soon as possible.

The employee thus reassigned will retain all rights and privileges attached to her regular position.

If her reassignment is not effected immediately, the employee is entitled to immediate special leave. For the pregnant employee, such leave will end, unless a temporary reassignment becomes available and terminates the leave, on the date she gives birth and for an employee who is nursing her infant, when the infant is weaned.

During the special leave provided for in this clause, the employee is entitled to an indemnity equivalent to that provided for in Article 36, Work Accidents. Such an indemnity will be reduced by any benefit said for the same purpose by a public body. Notwithstanding any provision of the collective agreement, the totals of indemnities and benefits payable under the terms of this clause may not exceed 100% of the employee's net revenue.

An employee working on a cathode screen may ask to be reassigned without loss of salary for the duration of her pregnancy to a job which she can reasonably be expected to perform. In such a case, the reassignment is permitted, for the term specified, notwithstanding other provisions of the collective agreement. If the requested reassignment is not effected immediately, the employee will be granted special leave until her reassignment or until she gives birth. An employee who takes steps to comply with the requirements of the Law on Occupational Health and Safety relative to preventive withdrawal of a pregnant worker and who does not qualify for the indemnity therein provided receives an equivalent indemnity from her employer during her special leave. This paragraph will no longer be in force ninety (90) days after publication of the study now in progress by the Institut de Recherche sur la Santé et la Sécurité du Travail on observed effects to fetus and mother resulting from exposure to cathode ray screens.

b) Other Special Leaves

An employee will also be entitled to a special leave in the following cases:

- i) when a complication of the pregnancy or when danger of interruption of the pregnancy necessitates that work be stopped for a period, the length of which is supported by a medical certificate which can be verified by the University's physician: however, the duration of this special leave may not extend beyond the beginning of the eighth (8th) week prior to the expected date of delivery, at which time maternity leave becomes effective;

- ii) when the pregnancy is interrupted naturally or when the interruption is legally brought about prior to the beginning of the twentieth (20th) week preceeding the expected date of delivery. A medical certificate stating the length of the leave, must be presented.
- iii) for pregnancy-related visits to a health professional which are confirmed by a medical certificate.

24.19

During the special leaves provided for in the present section, an employee is entitled to the provisions of article 24.13, provided she would normally be entitled to them, and to the provisions of clause 24.17 of Section II. The employee referred to in paragraph b) of clause 24.18 may avail herself of the benefits of the salary continuance or health plans.

Section IV: Other Parental Leaves

24.20

Paternity Leave

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 beginning of the delivery process and the seventh (7th) day following the return home of the mother and the child.

Adoption Leave and Unpaid Leave for Potential Adoption

24.21

An employee who legally adopts a child will be entitled to a paid leave of a maximum duration of ten (10) consecutive weeks provided that his/her spouse is not also benefiting from this. This leave must take place after the order to place the child has been issued by the adoption authorities.

24.22

An employee who legally adopts a child and who is not benefiting from the leave provided for in clause 24.21 will be entitled to a paid leave of absence of a maximum duration of two (2) working days.

24.23

For each week of leave provided for under Article 24.21 the employee shall receive an indemnity equal to his or her weekly salary, such indemnity to be paid weekly.

24.24

An employee wishing to adopt a child is entitled to unpaid leave to a maximum of ten (10) weeks from the time the child comes under his care.

An employee who must travel outside of Quebec with a view to adoption is entitled, if he submits a written request to the University two (2) weeks in advance, if possible, to an unpaid leave for the duration of his trip. If the trip results in his taking charge of the child, the maximum length of the unpaid leave is ten (10) weeks as provided for in the preceding paragraph.

24.25

The adoption leave provided for in clause 24.21 may take effect on the date of the beginning of the unpaid leave for potential adoption, if the latter is to last ten (10) weeks and if the employee so decided after the placement order.

During the unpaid leave for potential adoption, the employee will enjoy the same advantage as those provided for during any unpaid leave.

When the adoption leave takes effect at the beginning of an unpaid leave, the employee will enjoy only the advantages provided for during an adoption leave.

24.26 Unpaid Leave and Unpaid Part-time Leave

- a) Except in the case of a maternity leave as provided for in paragraph 3 of 24.05, an unpaid leave of a maximum of two (2) years can be granted an employee as an extension of her maternity leave, to an employee as an extension of his paternity leave, or to an employee as an extension of the adoption leave of ten (10) weeks.

- b) A full time employee who does not wish to take this unpaid leave is entitled to an unpaid part-time leave over a maximum period of two (2) years.

The University and the employee must agree on the modalities of this unpaid part-time leave.

If there is no agreement in the number of days of leave per week, the employee is entitled to a maximum of two and one-half (2 1/2) days per week or the equivalent over a period no longer than two (2) years.

If there is no agreement on when these days are to fall, the University will decide.

- c) An employee who does not avail himself or herself of the full or part-time unpaid leave may take that part of such full or part-time leave not taken by his/her spouse, by following the regulations set forth above.

24.27

- a) During the unpaid leave, the employees will accumulate seniority and may continue to participate in those insurance plans which apply to him/her, provided that he/she requests this at the beginning of the leave and that he/she pays the total premiums.
- b) During this unpaid part-time leave, the employee will accumulate seniority. He or she will be governed by the terms of the collective agreement covering him or her for work benefits.

24.28

The employee may take his or her annual vacation immediately before full or part-time unpaid leave, provided there is no discontinuity with her maternity leave, his paternity leave or his/her adoption leave, as the case may be.

Following a full or part-time unpaid leave, the employee resumes his or her position. Should the position have been abolished, the employee is entitled to the same benefits as would apply had he or she still been working full-time.

Miscellaneous Provisions

24.29

Leave periods covered in clauses 24.21, 24.24 (first paragraph) and 24.26 (first paragraph) of this section are granted subject to a written request filed at least two (2) weeks in advance.

The part-time unpaid leave is granted only if a request is submitted at least six (6) months in advance.

In the case of either a full-time or part-time unpaid leave, the request must specify the date on which the employee will return to work.

24.30

During the fourth week prior to the expiration of the ten (10) week adoption leave, the University must send the employee a notice specifying the date when such leave will terminate.

An employee who has received such notice from the University must report for work on the expiry of his or her adoption leave, unless the leave had been extended as provided for in clause 24.29.

An employee who does not conform to the preceeding paragraph is deemed to be on unpaid leave for a period not to exceed four (4) weeks. At the end of this period, an employee who has not reported for work is deemed to have resigned.

24.31

An employee to whom the University has sent four (4) weeks notice prior to the expiry of one of the unpaid leaves must provide notice of his/her return to work at least two (2) weeks before the end of such leave. Should the employee fail to do so, he or she will be deemed to have resigned as of the end of the leave.

An employee who wishes to end his/her unpaid leave before the expected date must provide written notice of his/her intention at least thirty (30) days before his/her return to work.

24.32

An employee who takes adoption leave as provided in clause 24.21 of the present section will be entitled to the benefits provided in clause 23.13 provided that he/she would normally be entitled to them, and those provided in clause 24.17.

24.33

The University guarantees that, as of the date when this collective agreement takes effect, an employee on maternity leave will receive those indemnities or parts thereof payable by the University by virtue of Section II.

Furthermore, the parties shall meet in order to discuss any problems which may occur in the following case:

- i) should the C.E.I.C. produce additional requirements before providing the final written authorization which will allow the registration of the plan for additional unemployment indemnities.
- ii) should the C.E.I.C. modify the requirements during the life of this collective agreement.

It is understood that such discussions would not constitute a reopening of negotiations for the agreement.

ARTICLE 25 LEAVE FOR PUBLIC SERVICE

25.01

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

25.02

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

25.03

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

25.04

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

25.05

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

In such a case, a written request stating the employee's name, and the nature and probable length of the absence must be sent to the University at least two (2) working days (under normal circumstances) before the commencement of the absence.

ARTICLE 26 UNPAID LEAVE

26.01

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

26.02

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

26.03

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

- 1) If he fails to return from an authorized leave without pay unless he has obtained authorization to prolong the said leave, or unless he is prevented by an Act of God.
- 2) If he uses the leave without pay for purposes other than those stated in his written request for leave.

26.04

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

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

26.05

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

ARTICLE 27 - RATES OF PAY

I. BUILDINGS AND GROUNDS

<u>TITLES</u>	<u>30/11/86</u>	<u>01/12/86</u>	<u>01/12/87</u>
Building Serviceperson D	9.47	9.91	10.42
Building Serviceperson F	9.70	10.14	10.66
Garage Attendent (Day)	10.11	10.54	11.08
Garage Attendent (Night)	10.32	10.75	11.30
Mail Attendent	10.32	10.75	11.30
Window Washer	10.32	10.75	11.30
Building Serviceperson B	10.54	10.97	11.53
Building Serviceperson C	10.54	10.97	11.53
Building Serviceperson G	10.54	10.97	11.53
Building Serviceperson A	11.18	11.63	12.21
Building Serviceperson E	11.18	11.63	12.21
Building Serviceperson H	11.18	11.63	12.21

II. FACULTY CLUB

<u>TITLES</u>			
Waitress	9.47	9.91	10.42
Dishwasher	9.47	9.91	10.42
Counterperson	9.47	9.91	10.42
Linen Maid	9.47	9.91	10.42
Receptionist	9.57	10.07	10.59
General Helper C	9.92	10.35	10.88
General Helper E	9.92	10.35	10.88
Head Counterperson	10.11	10.54	11.08
Builder Serviceperson C	10.54	10.97	11.53
Cook's Helper	10.54	10.97	11.53
Baker's Helper	10.54	10.97	11.53
Second Cook	11.18	11.63	12.21
Barman	11.18	11.63	12.21
Captain	11.40	11.86	12.45
Head Barman	11.81	12.28	12.89
Cook	12.02	12.50	13.12
Baker	12.02	12.50	13.12
Sous-chef	12.22	12.71	13.34
Maitre d'hotel	12.22	12.71	13.34

ARTICLE 27 RATES OF PAY

continued.. .

III. RESIDENCES

<u>TITLES</u>	<u>30/11/86</u>	<u>01/12/86</u>	<u>01/12/87</u>
Waitress	9.47	9.91	10.42
Dishwasher	9.47	9.91	10.42
Counterperson	9.47	9.91	10.42
Linen Maid	9.47	9.91	10.42
General Helper A	9.47	9.91	10.42
General Helper B	9.47	9.91	10.42
General Helper D	9.47	9.91	10.42
Building Serviceperson F	9.70	10.14	10.66
General Helper C	9.92	10.35	10.88
General Helper E	9.92	10.35	10.88
Head Counterperson	10.11	10.54	11.08
Driver (catering)	10.32	10.75	11.30
Building Serviceperson B	10.54	10.97	11.53
Building Serviceperson C	10.54	10.97	11.53
Building Serviceperson G	10.54	10.97	11.53
Cook's Helper	10.54	10.97	11.53
Baker's Helper	10.54	10.97	11.53
Porter (Co-ed)	10.76	11.19	11.75
Second Cook	11.18	11.63	12.21
Building Serviceperson A	11.18	11.63	12.21
Building Serviceperson E	11.18	11.63	12.21
Cook	12.02	12.50	13.12
Baker	12.02	12.50	13.12
Sous-chef	12.22	12.71	13.34

ARTICLE 28 SALARY POLICY

28.01

Period from 1 December 1986 to 30 November 1987 and from 1 December 1987 to 30 November 1988.

The rates of pay and salary scales in effect for each of the periods provided for in the Collective Agreement are given in Article 27.

28.02

Increases in rates of pay and salary scales in effect on 30 November 1987.

The rates of pay and salary scales in effect on 30 November 1987 shall be increased, when appropriate, by a maximum of one percent (1%)* effective 1 December 1987, based on the Canadian Consumer Price Index (CPI) for the twelve month period preceding 1 January 1988, according to the following formula: (CPI - 4.25%), or:

$$\text{CPI} = \frac{\text{CPI of December 1987} - \text{CPI of December (1986)}}{\text{CPI of December 1986}} \times 100$$

When, in the result obtained, the decimal is followed by five (5) figures, the fifth (5th) figure is dropped if under five (5); if five (5) or over, the fourth (4th) is increased by one and the fifth (5th) dropped.

The data used for these calculations are those published by Statistics Canada.

The rates of pay and salary scales thus obtained shall be increased by 4.15%, to which shall be added ten (10) cents per hour,** so as to obtain the rates and scales applicable on 1 December 1987. These rates and scales replace, where necessary, those provided for in Article 27 for 1/12/87.

Increases in rates of pay and salary scales shall take effect in the three (3) months following the publication of the December 1987 CPI.

* Should the government change the salary policy in the public and parapublic sectors in this respect, it is agreed that these changes shall be integrated, where appropriate, in accordance with the new salary parameters applicable in the public and parapublic sectors.

** The base of 1826.3 hours shall be used only for purposes of converting this ten (10) cents per hour into annual terms.

28.03

Period of 1 December 1988 to 30 November 1989

For the period of 1 December 1988 to 30 November 1989, the University shall apply the same salary policy to its employees as the Quebec government applies to government employees in the same category for the period from 1 January 1989 to 31 December 1989.

Should the salary policy provided in the preceding paragraph be unknown as of 1 December 1988, the University undertakes to pay an advance of 1.5%, and, as of 1 December 1988, to readjust all rates of pay in effect on 30 November 1988. The amount paid relative to this percentage shall be deemed an advance and therefore deductible from any increase or amount paid under the terms of the preceding paragraph.

28.04

Red-circled employees

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

If, when applied, the minimum rate of increase determined in the preceding paragraph results, on 1 December, for an employee who was a red-circled employee on 30 November of the preceding year, in a salary lower than the maximum level of the scale or single rate in effect for his position, then this minimum rate of increase is raised to the percentage necessary for the employee to reach this level of the salary scale or this single rate of pay.

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

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

ARTICLE 29 REMUNERATION MECHANISMS

29.01

General Provisions

a) Definitions of Terms

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

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

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

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

New job: A new job is a newly created job which does not appear in the job nomenclature, of which a list (titles) appears in Article 27, and which must be covered by the provisions of this agreement.

b) Job Description

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

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

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

- c) Time off for Union activities and representation on the Joint Committee:
- i) A Joint Committee will be established at the University. Union representation is one (1) employee.
 - ii) All requests for time off for investigations must be transmitted to the University by the authorized Union representative, generally speaking, at least two (2) working days in advance.
 - iii) For all committee meetings, Union representatives will be freed without loss of pay, for the amount of time needed for the meetings to take place and for their preparation.
 - iv) Union representatives shall not lose any rights provided by the agreement and must not be inconvenienced or suffer any detriment by reason of this Union activity.
- d) Role and duties of the Joint Committee
- i) The Joint Committee's mandate is to discuss, refuse, or accept anything which deals with the description, and ranking of jobs as well as cases of assignment.
 - ii) Whenever an employee asserts that his job has been modified such that the duties required of him by the University no longer correspond with those set forth in his job description, he may submit a written request for review to the Joint Committee specifying, as an indication and without prejudice, those elements which no longer correspond with the existing description.
 - iii) Whenever the University modifies or creates a job, it will provide the Joint Committee with five (5) copies of the description, the ranking and, if necessary, the assignment, within ten (10) days.

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

- iv) At the written request of one of the parties, the Joint Committee must meet within a reasonable delay. This request must include an agenda for the meeting.
- v) Whenever a case is referred to the Joint Committee, a Union representative who is a member of the committee will be freed, without loss of salary, at the request of the committee, in order to verify the job description and its assignments at the work place with the employee or employees and representatives of the University.
- vi) Any agreement made by the Joint Committee is final and binding.

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

e. Arbitration Procedure :

- i. If, after having been to the Joint Committee, a case remains unresolved, the Union must send written notice to the Arbitrator (with a copy to the University), within thirty-five (35) days of the last Joint Committee meeting or of the sending of the written response of the University concerning the case being contested: otherwise, the Union case will be dropped. Such written notice must indicate those points on which disagreement exists and must mention the corrections being requested.
- ii. A clerical or technical error in the formulation of the notice or request for review does not nullify it. It may be corrected at any time.
- iii. Mr. Marcel Guilbert is named as the single arbitrator for the purposes of applying the present article.
- iv. If the arbitrator thus appointed is unable to act, the parties will attempt to agree on the name of a substitute within ten (10) days following the refusal. Should there be no agreement, one of the parties will ask the Minister of Labour to appoint the arbitrator.

v. Powers of the Arbitrator

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

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

- 1) The proof and facts submitted and presented to him concerning the content of the job;
- 2) **As** criteria:
 - a) the ranking already established for the other jobs in the University sector.
 - b) if he is unable to base his judgement using the criterion in a), the arbitrator may use the ranking determined in the classification plan of the public sector - trades and services employees - or that which exists in the para-public sector (CEGEP, School Commissions, Hospitals).

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

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

- vi) An employee who is called upon to act as a witness or to represent one of the parties in an arbitration hearing as provided for in the present article will be freed, without loss of salary, during the time required for this testimony or representation.
- vii) The arbitrator's decision is final and binding upon the parties. His fees and honorarium will be shared equally by the parties.

29.02 Job Ranking

- a) The ranking signed by the parties appears in article 27 of this agreement. The application of the ranking is covered by this agreement.
- b) The rate of pay corresponding to a job is determined by its ranking.

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

29.03 Salary change following a new ranking

- a) When a job is ranked at a higher rate of pay, an employee will receive the rate of pay resulting from the new ranking.

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

- 1) either the date on which the University sent the Union the description or the proposed ranking;
 - 2) or the date of the reclassification request.
- b) When the job is ranked at a lower rate of pay, an employee will not suffer any loss of pay but will become red-circled.
 - c) The payment of an adjustment as provided in 29.03 a) following a new ranking will be effected within thirty (30) working days following the agreement of the joint committee or the arbitration award.
 - d) Notwithstanding any provision of the job ranking plan, an employee who carries out part of the tasks contained in a job description is considered to be performing that job. A temporary assignment must not involve a reduction in salary.

29.04 Job description form

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

McGILL UNIVERSITY
JOB DESCRIPTION

1. TITLE: DATE:
- 2 SUMMARY OF THE JOB:
3. PRINCIPAL TASKS AND RESPONSIBILITIES:
- 1.
 - 2.
 - 3.
 - 4.
 - 5.
 - 6.
 - 7.
8. Temporarily performs the tasks of an equal or lower-rated position whenever required.
9. The list of tasks and responsibilities mentioned above is summary and indicative. It is not a complete and detailed list of the tasks and responsibilities which may be performed by an employee who holds this position. However, the tasks and responsibilities not mentioned must not have an effect on the ranking.
4. QUALIFICATIONS REQUIRED:
1. Education:
 2. Experience
 3. Other:

ARTICLE 30 PAYMENT OF SALARIES

30.01

Employees will be paid each Thursday for hours worked the preceding week.

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

30.02

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

- the name of the University;
- the surname and given name of the employee;
- the identification of the employee's occupation;
- the date of the payment and the work period corresponding to the payment;
- the number of hours paid at the prevailing rate;
- the number of hours of overtime paid with the applicable increase;
- paid holidays and vacations;
- the nature and amount of the bonuses, indemnities, allowances or commissions that are being paid;
- the hourly base wage;
- the amount of wages before deductions;
- the nature and amount of the deductions effected;
- the amount of the net wage paid to the employee.

30.03

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

30.04

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

30.05

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

ARTICLE 31 PREMIA

31.01 Evening and night shift premium

Any employee for whom half or more of his regular working hours fall between fifteen (15) hours and eight (8) hours will receive a premium of forty-nine cents (\$0.49) per hour for each hour worked, for the duration of the collective agreement.

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

31.02 Premium for work performed on a Saturday or a Sunday

a) Work on Saturday

Any employee who works Saturday as part of his regular work schedule is paid at his regular rate increased by twenty-five percent (25%) for the regular hours worked between 00.00 hours 24.00 hours on Saturday.

b) Work on Sunday

Any employee who works Sunday as part of his regular schedule is paid at his regular rate increased by fifty percent (50%) for the regular hours worked between 00.00 hours and 24.00 hours.

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

31.03 Stand-by Premium

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

Any employee who reports for work while on stand-by will receive payment over and above the stand-by premium, according to the provisions of Articles 19 (Overtime) and 32 (Minimum Recall Pay). Stand-by assignments will be distributed in the most equitable manner possible on a

rotation basis among the employees within the work unit concerned who normally perform the work required. All stand-by is optional. However, should there be no volunteers, the provisions of Article 19 (Overtime) will apply.

31.04 Lead Hand and Workshop Responsibility Premium

- a) Whenever the University designates an employee from the Trades and Services group to act as lead hand or to be responsible for a workshop on a regular and continuous basis, his regular rate of pay will be increased by fifty-three cents (\$0.53) per hour, from 1 December 1987 to 30 November 1988.

This rate will be increased to fifty-five cents (\$0.55) per hour as of 1 December 1988.

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

b)

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

ARTICLE 32 MINIMUM RECALL PAY

32.01

- a) An employee who returns to work after his regular hours of work at the request of his immediate superior, is paid the applicable overtime rate for each hour worked. For each recall, he is entitled to a minimum payment equal to three (3) hours at the applicable rate.
- b) The provision of this clause will not apply:
 - if there is continuity between the overtime period and the end of the employee's regular day of work:
 - if there is continuity between the overtime period and the beginning of the employees regular day of work, provided the employee has received at least twelve (12) hours prior notice.

32.02

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

32.03

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

32.04

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

ARTICLE 33 CLOSURE OF THE INSTITUTION

33.01

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

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

ARTICLE 34 HYGIENE, HEALTH AND SAFETY

34.01

- a) The University and the Union, in order to prevent work accidents and illness, will collaborate to maintain the best possible safety and hygiene conditions at work.
- b) The University and the Union will cooperate to prevent accidents, ensure safety and promote the health of its employees.

34.02 Committee

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

- 3 representatives for the Union.
- 3 representatives for the University.

34.03 The Committee's functions are:

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

- to assume any other function as prescribed by the law and its application to the institution.

34.04 Hazardous Conditions

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

ARTICLE 35 SALARY CONTINUANCE

35.01

The employee who is unable to work following sickness or accident other than a work-related accident is entitled to the following indemnity, upon submission to the designated representative of the Department of Human Resources of a written statement from the doctor treating the case:

a) Short-term Disability Plan:

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

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

b) Long-term Disability Plan:

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

35.02

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

35.03

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

35.04

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

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

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

b) Incidental Illness

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

- i) Although a full medical certificate is not normally required for such absence, the University reserves the right at all times to request such a full medical certificate from the doctor treating the employee.
- ii) Sick leaves mentioned in the present paragraph are not authorized or approved when they coincide with vacations, maternity or paternity leaves, short or long-term sick leaves or any other absence, whether paid or not, which is already covered by the present agreement.
- iii) Any absence for sickness beyond the limits established in paragraph b) shall not be paid, unless the Department Head agrees to the use of accumulated vacation time and/or the employee's overtime credit.

- c) It is agreed that the University shall reserve the right at all times to verify the certificate supplied by the employee's doctor or to have the employee medically examined by a doctor named by the University.
- d) The University shall treat medical certificates or the results of medical examinations confidentially.
- e) No employee is obliged to tell his immediate superior the nature of his sickness, its diagnosis, or any other information relative to his ability to work that ought to appear on the medical certificate.
- f) When an employee is absent for reasons of sickness, it is agreed that, if this employee fails to comply with the conditions of the present article, he shall be deprived of all pay for the duration of the sick leave that he has used and to which he might be entitled, so long as he fails to comply with the aforementioned requirements.

35.05

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

35.06

Upon returning to work, the employee who has received Salary Continuance benefits will be reinstated into his former position, whereas an employee who has received benefits under the Long-Term Disability Plan will be reinstated into his former position or an available equivalent position. If no equivalent position is available, the provisions of Article 16 (Employment Security) apply.

35.07

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

ARTICLE 36 WORK ACCIDENTS

36.01

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

In the case of a work-related accident, the University shall pay the employee's regular salary less all regular deductions during the first fifty-two (52) weeks of disability, insofar as the employee is eligible for benefits according to the Commission de la Santé et Sécurité du Travail (CSST). During this first period, benefits accorded to by the CSST to the employee shall be acquired by and/or paid to the University.

- b) Following this first period and when the employee is still unable to return to work because of disability, all appropriate payments shall be paid directly by the CSST in accordance with the applicable regulations.
- c) Notwithstanding the fact that the employee is receiving benefits from the CSST in accordance with paragraph b) of the present article, the said employee must complete, at the appropriate time, the McGill University eligibility forms in order to receive various benefits during the period mentioned in paragraph b) and in a manner fully compatible with the plans and procedures of the University.

36.02

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

36.03

Upon returning to work, the employee shall be reinstated in his position if he was absent for less than twenty-four (24) months or, in the case of absence for longer than twenty-four (24) months, an equivalent available position. If no equivalent position is available the provisions of Article 16.07 (Employment Security) and subsequent articles will apply.

36.04

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

ARTICLE 37 GROUP PLANS AND POLICIES OF THE INSTITUTION

37.01

All employees are subject to University policy regarding Life Insurance and Long-term Disability Plans, as well as optional supplementary Medical and Dental Plans.

37.02

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

37.03

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

37.04

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

37.05

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

ARTICLE 38 RETIREMENT

38.01

The normal retirement date shall be the thirty-first day of August coinciding with or following the date on which the employee reaches the age of sixty-five (65).

38.02

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

38.03

An employee who wishes to postpone his retirement beyond the normal retirement date is subject to the provisions of Bill 15, and must give prior notice of at least six (6) months. Following such notice, the decision may not be altered without the University's consent.

38.04

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

ARTICLE 39 UNIFORMS

39.01

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

39.02

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

39.03

The Building Servicepersons A and A are entitled to one grey suit per year. These suits will be laundered and repaired by the University.

39.04

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

ARTICLE 40 ACQUIRED RIGHTS

40.01

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

ARTICLE 41 SUB-CONTRACTS

41.01

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

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

ARTICLE 42 WORKLOAD

42.01

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

42.02

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

ARTICLE 43 SPECIAL PROVISIONS

ALL DEPARTMENTS

43.01

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

43.02

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

43.03

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

43.04

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

43.05

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

43.06

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

43.07 FACULTY CLUB

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

43.08 PHYSICAL PLANT

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

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

43.09

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

43.10

- a) During the period from May fifteen (15th) to Labour Day, the night shift employees may elect to work on the evening shift.
- b) Employees who decide not to make use of the option of changing shifts provided for in clause 43.10 a) may be assigned to another building or buildings.

43.11

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

43.12

The University will assign a Building Serviceperson "D" position in each large building.

ARTICLE 44 TEMPORARY EMPLOYEES

44.01

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

44.02

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

44.03

In as much as possible, temporary employees will be considered as a priority over external candidates for any new hiring.

44.04

For purposes of establishing the seniority of an employee who has completed his probationary period, the employee is considered to have continuous service with the University retroactive to the date of his last hiring.

44.05

A temporary employee does not benefit from the advantage of this agreement, except those relating to the articles which cover rates of pay, salary policy; premia, with the exception of the premia for work performed on Saturday or Sunday; overtime; union dues; paid holidays, provided the employee has worked ten (10) consecutive working days since the beginning of his hiring, immediately prior to the paid holiday; and the social leaves provided by law. A temporary employee has the right to grieve on the above-mentioned articles.

A temporary employee will receive a vacation premium equal to eight percent (8%) of the salary earned between the date of his appointment and the date of his departure.

Notwithstanding the first paragraph, the temporary employee will receive, as salary for hours worked, a rate equivalent to seventy (70%) of the regular rate for the position which he occupies.

44.06

Full-time temporary employees hired for a period longer than two (2) calendar months are covered by the provisions of the collective agreement, except for the following articles;

probationary period (article 12)

seniority (article 13)

transfers (article 14)

temporary assignment (article 15)

employment security (article 16)

lay-off and recall (article 17)

44.06 continued...

flexible hours (article 20)
vacation (article 21)
social leaves (article 23)
parental leaves (article 24)
However, a temporary employee who has completed twenty (20) weeks of service within the twelve (12) months preceding the date of notice of maternity leave is eligible for a maternity leave of a length not to exceed eighteen (18) weeks, subject to the provisions of the law.
leave for public service (article 25)
unpaid leave (article 26)
closure of the institution (article 33)
salary Continuance and long-term disability plan (article 35)
group plans and policies of the institution (article 37)
retirement (article 38)
uniforms (article 39)
acquired rights (article 40)

This employee will receive a vacation premium equal to eight percent (8%) of his total earnings between the date of his appointment and the date of his departure, apart from the four percent (4%) premium for compensation described below.

Furthermore, upon his departure, to compensate for salary continuance, social leaves, personal leaves, and other benefits which he does not have, he will receive a premium equal to four percent (4%) of his regular salary earned from the beginning of the third (3rd) month of work.

Notwithstanding the first paragraph, the temporary employee will receive, as salary for hours worked, a rate equivalent to seventy (70%) of the regular rate for the position which he occupies.

ARTICLE 45 PRINTING OF THE AGREEMENT

45.01

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

45.02

The collective agreement is printed in French and English. In addition, an unabridged version in the Italian language is available.

45.03

The official text is the French version.

ARTICLE 46 APPENDICES AND LETTERS OF AGREEMENT

46.01

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

46.02

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

ARTICLE 47 RETROACTIVITY

47.01

This collective agreement will become effective on the date of its signature, and will have no retroactive effect except where a specific provision has been made.

47.02

Retroactivity relating to monetary clauses will be payable to all employees retroactive to 1 December 1986.

47.03

Notwithstanding the preceding paragraphs, the University will pay retroactivity to employees who have retired since 1 December 1986.

In the event that the death of an employee has occurred since 1 December 1986, the retroactivity payments to which that employee would have been entitled will be made to the rightful heirs of the employee.



47.04

Notwithstanding the preceding paragraphs, an employee whose employment was terminated between 1 December 1986 and the date of the signing of the collective agreement will be eligible for a retroactivity payment.

47.05

In order to do this, within thirty (30) days following the signing, the University will provide the Union with a list of employees who have left the University since 1 December 1986 and their last known address.

The said employees must submit a written request for their retroactivity to the Department of Human Resources within thirty (30) days following receipt of the list provided to the Union.


ARTICLE 48 DURATION OF THE AGREEMENT

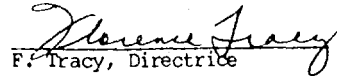
48.01

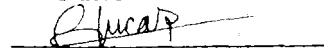
The present agreement, once it has been signed by the authorized representatives of the parties and has been filed in conformity with the provincial Labour Code will remain in force until 30 November-1989. It will become effective as of the date of signing and will have no retroactive effect except where expressly agreed to. Working conditions contained in the present agreement will apply until the signing of a new agreement, except during a legal strike or lock-out.

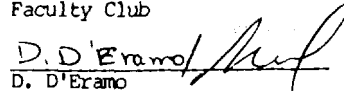
EN FOI DE QUOI, les parties ont signé en la Ville de Montréal, ce 7 jour
du mois de Décembre 1987.


UNIVERSITÉ MCGILL
MCGILL UNIVERSITY

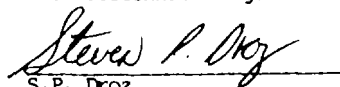

R. Dalebozik, Directeur
Bâtiments et Terrains

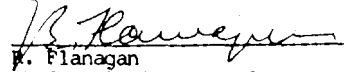

F. Tracy, Directrice
Résidences

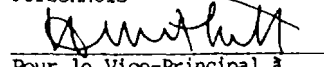

G. Lucas, Grant
Faculty Club

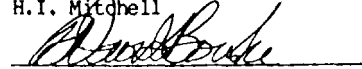

D. D'Eramo
Gérant de Service
d'Entretien


H. Ryan
Area Personnel Manager

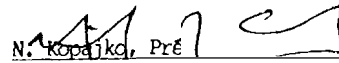

S.P. Droz
Agent de Personnel

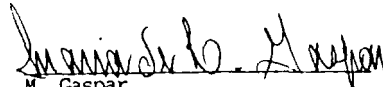

K. Flanagan
Chef, Relations avec les
Personnels



Pour le Vice-Principal à
l'administration et finances
H.I. Mitchell

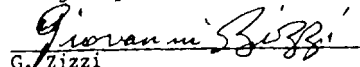

Pour le Conseil des Gouverneurs
R.D. Bourke, Secrétaire-général

L'UNION DES EMPLOYES DE SERVICE LOCAL
800 F.T.Q.


N. Kopajko, PrÉ


M. Gaspar
Vice-Président


G. Coutu
DÉlégué Syndical


G. Zizzi
DÉlégué syndical


M. Des Rosiers, Représentant
Syndical de l'U.E.S.
Local 800, F.T.Q.

C.T. 86-12-M-244

BUREAU DU
COMMISSAIRE GENERAL
DU TRAVAIL

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

MONTREAL, le 22 décembre 1986

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

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

REQUERANTE,

-vs-

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

INTIMEE,

-et-

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

MISE-IN-CAUSE,

D E C I S I O N

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

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

10:39
1986-12-27
3

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

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

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

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

POUR CES MOTIFS, le soussigné,

ACCUEILLE la présente requête;

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

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

DE: UNIVERSITE Mc GILL / Mc GILL UNIVERSITY,
845 ouest, rue Sherbrooke,
Montréal, Québec
H3A 2T5

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

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

DE: UNIVERSITE Mc GILL / Mc GILL UNIVERSITY,
845 ouest, rue Sherbrooke,
Montréal, Québec
H3A 2T5

Robert Levac

Robert Levac,
Commissaire général du travail

APPENDIX B TUITION ASSISTANCE

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

A. DEGREE COURSES (Government funded)

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

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

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

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

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

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

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

50% with 1 to 3 years' service

90% with 3 or more years' service;

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

APPENDIX B continued

STAFF FRENCH COURSES

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

DEPENDENTS OF NON-ACADEMIC STAFF

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

PROCEDURE FOR RECEIVING TUITION ASSISTANCE

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

APPENDIX C LETTERS OF AGREEMENT

AGREEMENT NO. 1

Between: McGill University
And: Service Employees Union (Local 800), Q.F.L.
Subject: Agreement concerning seasonal lay-offs.

1. Seasonal or cyclical positions exist only in the Faculty Club and in the Residences.
2. Except for those employees who are not entitled to four (4) weeks of annual vacations at the end of the activities of the Faculty Club or the Residences, the maximum effective period of lay-off is as follows:

Faculty Club: two (2) months
Residences: three (3) months

In the case of the exceptions mentioned above, the lay-off period will be lengthened by a period equal to the difference between the four (4) week reference period for annual vacations and vacation period owed to the employee.
3. Within the departments mentioned in 1, above, a minimum of seventeen (17) positions are annual positions. Assignments to annual positions is on a basis of seniority at the University and is subject to the employee's ability to meet the normal requirements of the position.
4. The University will create a replacement crew of eight (8) employees during the seasonal lay-off period. These employees will be recruited amongst the group occupying seasonal positions according to the seniority provisions provided that they are able to perform the normal tasks of the displaced employees.

AGREEMENT NO. 1

continued...

5. The employees who so desire will be registered, in the order of seniority, on the replacement crew mentioned in 4, above. Those who do not register on the list will not be penalized because of this.
6. Laid-off employees will be notified by the University of the existence of the replacement crew.
7. For remuneration purposes, the provisions provided in the temporary assignment article will apply (equivalent or higher rate of pay).
8. No temporary employee will remain in the employ of the University during a seasonal or cyclical lay-off, as long as there are laid-off employees who are available and capable of performing the work.
9. Positions of a cyclical or seasonal nature will be identified as such when posted.
10. The application of seasonal lay-offs will be effected without resort to the bumping procedure.

AGREEMENT NO. 2

Between: McGill University

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

Subject: Annual vacations of employees subject to seasonal lay-offs.

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

AGREEMENT NO. 3

Between: McGill University

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

Subject: Premium of \$0.20 per hour

Employees listed below receive a premium of \$0.20 per hour. This premium will be in force as long as the employee continues to occupy the position listed next to his name.

P. Di Giacomo	Davis House, 3654 Drummond
A. Tambasco	840 Docteur Penfield (James Ferrier)
H. Enes	Hosmer House, 3630 Drummond
A. Lucarino	P.S.E.A.L. Library
D. Di Marino	Hugesson House, 3666-3650 McTavish
A. Di Matteis	Purvis Hall, 1070 Pine
F. Grande	Redpath Museum
V. Demmi	3637 Peel
S. Cinquino	Redpath Hall, 1/2 time, Redpath Library 1/2 time
D. Massa	Peterson Hall
M. Barrosso	Morrice Hall

AGREEMENT NO. 4

Between: McGill University

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

Subject: Premium of \$3.00 per week

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

Beliveau, Karen

Bourropoulos, Vasilich

Brathwaite, Louise

Rustamante, Francesco

De Aquiar, Serfim

Debraga, Maria

Demelo, Arthur

Desousa, Jose

Faubert, Andre

Ferreira, Fernand

Gonzales, Carlos

Jones, Muriel

Karkavilas, Louis

Lacourse, Yves

Lagios, Nick

Menkiw, Andre

AGREEMENT NO. 4

continued....

Moacheia, Jose

Myatt, Reg

Pedro, Manuel

Pinto, Bernardino

Pinto, Edward

Pinto, Luis

Tavares, Ernesto

Tseme, Chrysoula

Douranou, Athanasia

Martins, Edgarde

AGREEMENT NO. 5

Between: McGill University

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

Subject: Letter of Agreement No. 3

It is understood that the terms of Article 31.04 e) also apply to the **employees listed** in Letter of Agreement No. 3 and this, for as long as the employees occupy the position listed beside their name.

AGREEMENT NO. 6

Between: McGill University

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

Subject: Salary Continuance, Article 35

It is agreed that, the terms of Article 35.04 b) i) notwithstanding, a regular employee shall not be obliged to supply a medical certificate until he has taken two (2) days within the year of reference from 1 June to 30 May.

It is furthermore agreed that the employee is entitled to use a total of two (2) days "incidental illness" (Article 34.04 b) per reference year in order to undergo medical tests or treatments. The employee's absence may be broken up into hours and should be computed for accounting purposes up to a maximum of two (2) days. Such absences for incidental illness must be supported by a full medical certificate.

For the period between the signing of the collective agreement and 30 May 1988, the employer shall grant up to nine (9) days' sick leave.

AGREEMENT NO. 7

Between: McGill University

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

Subject: Seniority

Any regular employee with ten (10) years of seniority on the date of signing of this collective agreement will receive a premium of two (2) dollars per week in addition to his regular pay.

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

AGREEMENT NO. 8

Between: McGill University
And: Service Employees Union (Local 800), Q.F.L.
Subject: Special posting procedure for Buildings and Grounds

Notwithstanding the terms established by Article 14.00; it is understood that any regular employee with a position title as well as a work schedule identical to a vacant position may submit his candidacy for a transfer.

Therefore, before posting a vacant position, the employer advises the Union of the position to fill as well as the transfer requests of interested employees. The position will be awarded to the person with the most seniority who is capable of fulfilling the requirements of the position. Any person who has obtained a position as a result of the aforementioned special transfer procedure will not have a trial period and will be deemed to satisfy the requirements of the position in accordance with Article 14.02. Furthermore, the employee selected cannot return to the position which he held prior to his transfer.

Once the transfer list has been exhausted, if applicable, the employer will post the position in accordance with the terms of Article 14.00 of the collective agreement.

This agreement will not in any way serve to interpret any other article of this collective agreement.

This agreement does not in any way diminish the management rights specified in Article 5.10.

The transfer forms are available from the office of the Area Personnel Officer, Buildings and Grounds.

