



McGill

CONVENTION COLLECTIVE

entre

L'UNIVERSITE MCGILL

et

**L'ASSOCIATION DES EMPLOYES
OCCASIONNELS DE
L'UNIVERSITE MCGILL (AMUSE)**

–

**ALLIANCE DE LA FONCTION
PUBLIQUE DU CANADA
(AFPC)**

Durée :
du 30 janvier 2017
au 31 mai 2020

COLLECTIVE AGREEMENT

between

MCGILL UNIVERSITY

and

**ASSOCIATION OF MCGILL
UNIVERSITY SUPPORT EMPLOYEES
(AMUSE)**

–

**PUBLIC SERVICE ALLIANCE
OF CANADA
(PSAC)**

Duration:
From January 30, 2017
to May 31, 2020

Le Syndicat des employé-e-s occasionnel-le-s
de l'Université McGill



The Association of McGill
University Support Employees



Alliance de la Fonction publique du Canada
Public Service Alliance of Canada

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ARTICLE 1 – PURPOSE OF THE AGREEMENT

1.01

The purpose of this agreement is to establish and maintain an orderly collective bargaining relationship between the Employer and its Employees represented by the Union, to establish and maintain equitable working conditions, to foster and promote good relations between the Employer and the Employees and to facilitate the effective and equitable settlement of problems that may arise. The purpose of this agreement is also to establish mutually bargained working conditions aimed at supporting the University in the realization of its mission.

ARTICLE 2 – UNION RECOGNITION AND SCOPE OF APPLICATION

2.01

The Employer recognizes the Association of McGill University Support Employees/Public Service Alliance of Canada as being the only official representative of Employees governed by the bargaining certificate, as determined by the Labour Minister on January 7, 2010 (see the text included in Appendix A).

2.02

In order to be valid, all agreements subsequent to the signature of the present agreement among one, several or all Employees and the Employer, that modify the present agreement, must receive the written approval of the Union.

2.03

All Employees who are members in good standing of the Union at the time of the signing of this agreement, and all those who become members thereafter, must maintain their membership in the Union for the duration of this agreement, subject to the provisions of clause 2.05.

2.04

All new Employees must become members in good standing of the Union by signing a membership card and by paying the union dues as determined by the Union.

2.05

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

ARTICLE 3 – UNION DUES**3.01**

The Employer will withhold from the salary of every Employee included in the bargaining unit the union dues set by the Union and remit the amounts thereby collected to the Union once a month.

3.02

The Union shall advise the Employer in writing of any change in the amount or the formula used to calculate the union dues.

3.03

In case of omission in good faith in the deduction of union dues due to administrative or technical error, the Employer agrees, upon written notice from the Union to this effect, to collect the non-remitted amount on the following pay with respect to the payroll schedule.

3.04

In addition to the deduction of Union dues, the Employer will provide the Union with a list, on a monthly basis, of each Employee from whom union dues have been withheld as follows: Name, McGill ID No., Amounts paid and Position. The list will be provided in a workable spreadsheet format.

ARTICLE 4 – MANAGEMENT RIGHTS**4.01**

The Employer has and retains all of its rights and privileges which allow it to effectively manage and administer its activities, subject to the provisions of the present collective agreement.

4.02

The Employer will treat its Employees with justice.

ARTICLE 5 – RELATIONSHIPS

5.01

The parties to the present collective agreement agree to always maintain the best relationship between them and not to spare any effort in this regard.

5.02

The Union and management share the same objective of supporting the Employer's mission and its mandate. Therefore, with respect to all parties' interests, the parties agree to openly discuss any situations which could potentially affect the Employer's mission and to proactively find a solution within or outside of the provisions of the present collective agreement.

ARTICLE 6 – DEFINITIONS

6.01 Assignment:

Means the group of tasks assigned by the Employer to one or more Employees.

6.02 Spouse:

Means any person who is a Spouse:

- As a result of a legally recognised marriage in Quebec or elsewhere and recognised under Quebec law;
- Of an unmarried or separated Employee, as a result of permanent cohabitation for at least one (1) year with another unmarried or separated person, of any gender or sex, who the Employee publicly presents as being their Spouse;
- A person of any gender or sex who lives in a marital relationship with the Employee and who is also the legal parent of the same child.
- The status of Spouse is lost after divorce or annulment in the case of married people and separation in the case of unmarried couples.
- However, for the purpose of the Employer sponsored pension plan, the definition of Spouse shall be in accordance with the applicable Pension plan legislation and plan document.

6.03 Union Representative:

Means any Employee who has been designated by the Union to exercise union functions subject to the article regarding union activities.

6.04 Grievance:

Means any disagreement regarding the interpretation or the application of the Collective Agreement.

6.05 Employee:

Means any person included in the bargaining unit and governed by the present agreement.

6.06 Student:

Means a person who is a Student in a post-secondary program.

6.07 Union:

Means the Association of McGill University Support Employees/Public Service Alliance of Canada (AMUSE/PSAC).

6.08 Employer:

Means McGill University.

6.09 Reference Year:

Means the period from June 1st of one year to May 31st of the following year.

6.10 Hiring Unit:

Means the administrative body defined by the Employer and determined by factors of budget and/or management structure.

Through the Labour Relations Committee, the Employer will provide and consult the Union with any adjustment to the list of Hiring Units, before such changes are made.

ARTICLE 7 – DISCRIMINATION

7.01

In application of the collective agreement, neither the Employer, nor the Union, nor any of their representatives or members will harass, threaten, coerce or discriminate, against an Employee or other member of the university based on race, colour, sex, pregnancy, sexual orientation, gender identity or expression, civil status, age except as provided by law, religion, political convictions, language, ethnic or

national origin, social condition, a disability or the use of any means to palliate a disability, or the exercising of a right to which they are entitled in virtue of the collective agreement or by law.

ARTICLE 8 – PSYCHOLOGICAL HARASSMENT

8.01

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

8.02

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

8.03

The term “psychological harassment” refers to vexatious behaviour in the form of repeated conduct, verbal comments such as but not limited to comments pertaining to employment status, actions or gestures that are hostile or unwanted, that affect the Employee’s dignity or psychological or physical integrity and which create, for that person, a hostile work environment.

8.04

A single serious incident of such behaviour may also constitute psychological harassment if it has the same consequences and if it produces a lasting harmful effect on the Employee.

8.05

The present article does not restrain the authority of the persons responsible for supervision and discipline in accordance with procedures described in article 14.

8.06

Upon request by the plaintiff, the parties shall agree to request a government appointed mediator. During the mediation process, the delays for filing a Grievance are suspended.

8.07

In addition to the provisions of Article 12, upon receipt of a valid complaint, the Employer will take all reasonable means to ensure that the Employee remains in a harassment-free environment during the Grievance, mediation, or investigation process.

ARTICLE 9 – GENERAL PROVISIONS

9.01

The Employer will provide the Union on a monthly basis a list in a workable electronic format of Employees covered by the present agreement along with the following information regarding said Employees:

- a) Name
- b) Employee Number
- c) Work address (if available)
- d) McGill e-mail address (if available)
- e) Date hired/ending date (if available)
- f) Assignment and unit
- g) Hourly wage
- h) Total salary for the period
- i) Home address (if available)
- j) Telephone number (if available)

This report will be provided within 30 days of the end of the period.

N.B.

Due to programming time required, the monthly list indicated in article 9.01 will be made available to the Union as soon as possible following the signature of the collective agreement but no later than six (6) months after the signing of the collective agreement.

9.02

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

9.03

External advisors of the Union shall have access to University premises in order to meet with the Union or representatives of the Employer. Meetings with Union Representatives during working hours are subject to prior arrangements being made with the respective supervisor. Meetings with Employer representatives

must be arranged in advance with Human Resources or delegate.

9.04

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

9.05

Subject to the rules of the University regarding the use of its facilities, the Employer will supply a room in the University for the purposes of a Union meeting.

For the purpose of the Union's General Assembly (not exceeding two (2) times a year), after the Union has secured the reservation of an available room on the McGill Campus, the Employer will assume the cost of such reservation (room only).

9.06

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

9.07

Subject to the availability of space resources, the Employer will supply suitable office space, free of charge, for the exclusive use of the Union. The Union shall have the use of telephone and fax lines, the cost of these services to be borne by the Union.

ARTICLE 10 - UNION ACTIVITIES AND LIBERATIONS

10.01

Thirty (30) calendar days following the signing of the present collective agreement, the Union will provide the Employer with a list of the Employees who were elected or nominated to represent the Union, the member of its executive committee, Union delegates and/or the members of various committees recognized by the present collective agreement and those who have authority to transact business with the Employer on behalf of the Union.

10.02

Any changes in this list will be communicated in writing to the Employer within fifteen (15) calendar days of the nomination or election of a member to the executive committee, a delegate, representative and/or a member of a committee.

10.03

An unpaid leave may be granted to Employees covered by the present collective agreement for union activities, such as, without limitation, attending conferences, seminars, conventions, or training offered by the Union. In order for the Employer to consider the Employee's request for leave, it must be made at least fourteen (14) calendar days prior to the absence. A leave in virtue of this provision must be expressly approved by the Employee's supervisor and such permission shall not be withheld without valid reason.

10.04

The Union Representatives who wish to meet an Employee during working hours must obtain the approval of the supervisor of said Employee. Such permission shall not be withheld without valid reason.

10.05

The Union accepts that its representatives or delegates must first be released from their responsibilities as Employees by their respective supervisors in accordance with the other stipulations of this collective agreement.

10.06

In accordance with other stipulations of this collective agreement, the Employee released from work does not lose any privileges granted by this collective agreement.

10.07

In recognition of the fact that service on the Union Executive Committee limits the ability of Employees to make themselves available for employment, the Employer agrees to pay the Union by June 1st of each year, an amount equivalent to six (6) Casual Employees, for an annual workload of three hundred hours (300) at the Class "C" salary rate. This amount shall be distributed among the members of the Executive Committee as seen fit by the Union.

10.08

The Employer agrees to liberate Union executives, if this is the choice of the Union, from their employment contract to act as Union Representatives. To do that, the Union will transmit in writing, the name and the position of the members it wants to see liberated from their contract to Human Resources (Employee Relations) and this at least fifteen (15) working days before the effective date of the liberation. These liberations will be unpaid.

10.09

The parties mutually agree that members of the Executive Committee may continue to fill their mandate for a period of time not exceeding one (1) year beyond the expiration of their last contract.

10.10

All Union liberations will be unpaid by the Employer. However, the Employees liberated with this provision will be considered as an Employee of the Employer for the duration of the liberation.

10.11

A written request including the names of the Employees concerned and the dates for release shall be made to the respective Employees' supervisors, with a copy to Human Resources (Employee Relations), at least ten (10) working days in advance.

Such permission shall not be withheld without valid reason.

10.12

In the case of a hearing before the Tribunal Administratif du Travail, the Employer authorizes the absence from work of one (1) Employee designated by the Union to represent the Union at the time and for the duration of such hearings.

10.13

Twelve (12) months prior to the expiry date of the collective agreement, the Employer will pay the Union an amount equivalent to two (2) Casual Employees, for an annual workload of two hundred hours (200) at the Class "C" salary rate, for Union services to prepare for negotiations of the new collective agreement.

10.14

Within ten (10) working days following receipt of the Union's proposals for the new collective agreement, the Employer will pay the Union an amount equivalent to two (2) Casual Employees, for an annual workload of two hundred hours (200) at the Class "C" salary rate, for Union services to conduct the negotiations of the new collective agreement.

10.15

The Employer authorizes the absence from work of four (4) Employees, designated by the Union to participate in negotiation meetings, at the time and for the duration of said meetings. Such absences from work shall be unpaid.

ARTICLE 11 – LABOUR RELATIONS COMMITTEE

11.01

The Union and the Employer recognise that they may both benefit from having a joint consultation and consequently agree to establish a Labour Relations Committee.

11.02

This Committee shall discuss issues relating to the application and interpretation of the collective agreement and will act in a proactive manner so as to encourage collaboration, understanding and harmonious relations between Employees, the Union and the Employer.

11.03

The Committee shall not exceed three (3) persons representing the Union and three (3) representatives of the Employer.

11.04

The Labour Relations Committee agrees to meet at the request of either party at a time which is mutually convenient.

11.05

The party who requests a Labour Relations Committee meeting is responsible for creating an agenda which lists the subjects to be discussed at the meeting and providing the other party with all the relevant information to facilitate their discussions.

The members of the Committee may be liberated for the duration of Labour Relations Committee meetings as well as for preparation time for said meetings. Preparation time for Labour Relations Committee meetings shall not exceed one half (1/2) day prior to each meeting. The Committee members must advise their immediate supervisor, who is excluded from the bargaining unit, of their request for liberation. These requests must be in writing and must be provided at least seven (7) calendar days prior to the Labour Relations Committee or preparation meeting. Human Resources (Labour Relations) must also be copied on said requests. All liberation requests must stipulate the date and duration of the absence. These liberations are all unpaid.

ARTICLE 12 – GRIEVANCE RESOLUTION PROCEDURE

12.01

The Employer and the Union agree that they will attempt to resolve Grievances as soon and as equitably as possible. A Grievance may be filed by an Employee, a group of Employees, the Union or the Employer. The

parties agree to adhere to the following Grievance resolution procedure:

12.02 First step (verbal step):

In recognition of the importance of discussions in the clarification of misunderstandings and the preservation of harmonious relationships, an Employee who believes that their rights have been infringed upon in a manner that could result in a written Grievance must discuss the situation with their immediate supervisor. The Employee may be accompanied by a Union Representative.

If an Employee is unable to discuss the matter with their immediate supervisor, a Union Representative may discuss the matter with the supervisor at the first step.

The Employee's immediate supervisor must answer the Employee within ten (10) calendar days following the verbal step. If the Employee or the Union is not satisfied with the result, they may file a written Grievance.

12.03 Second step:

A written Grievance is filed with the Hiring Unit Director or delegate with copy to Human Resources (Employee Relations), within forty-two (42) calendar days of the affected Employee gaining knowledge of the facts on which the Grievance is based, but within six (6) months of the occurrence of the facts.

Upon written request of the Employer or the Union, the Union and Employer representatives may meet to examine the Grievance, within fourteen (14) calendar days of receiving the request.

The Hiring Unit Director or delegate must give their written answer to the Union with a copy to the Employee and to Human Resources (Employee Relations) within fourteen (14) calendar days following the day the Grievance is received or, if a meeting is held between the Union and the Employer representatives, within fourteen (14) calendar days following the meeting whichever is later.

12.04 Third step:

If the Hiring Unit Director or delegate does not respond or if the Union finds the response to be unsatisfactory, the Union may appeal to Human Resources (Employee Relations), in writing, within forty-two (42) calendar days of the filing of the Grievance at the second step. Human Resources (Employee Relations) must respond in writing within fourteen (14) calendar days of receiving the appeal of the Grievance.

12.05

At the request of either party, the Grievance may be discussed at a Labour Relations Committee meeting.

12.06

An Employer Grievance, or a Union Grievance of interpretation or of general application may be filed at the third step by giving a copy of the Grievance to the other party.

12.07

Every agreement concluded after a Grievance has been filed must be in writing and signed by representatives of both parties. This written and signed agreement binds the parties and the Employees governed by the present collective agreement. Any agreement concluded after a Grievance that modifies the collective agreement, needs the signature, in addition, of a PSAC representative.

12.08

When incidents which could be subject to a Grievance occur during the holiday period (between Christmas and January 2nd, as defined by the Employer each year), the deadlines set out in article 12.03 will begin as of the first working day following January 2nd.

12.09

The deadlines mentioned in the present article are obligatory unless there is an agreement to the contrary. If the last day falls on a Saturday, Sunday or holiday, the deadlines shall be extended to the next working day. Failing to meet these deadlines will render the Grievance null and void with regard to the present collective agreement.

12.10

A Grievance concerning any of the following subjects may be filed at Step 2.

- Suspension or dismissal

- Psychological and sexual harassment
- Union rights

12.11

The Grievance must include the following elements:

- The article(s) of the collective agreement that was (were) breached;
- The name(s) of the Employee(s) affected (if applicable);
- The name(s) of the individual(s) who committed the act or omission in question (if applicable);
- The facts, described succinctly but clearly, including the dates and locations where the events occurred;
- The remedy requested.

No technical error in the filing of a Grievance shall affect its validity. Once discovered a technical error shall be communicated to the other party. The Grievance may be amended to correct the technical error, provided this does not have the effect of changing the nature of the Grievance. If such an amendment is submitted within fourteen (14) calendar days before a hearing, the Employer will, upon request, obtain a delay of the date set.

12.12

In all steps in the procedure, the Union may state the Grievance in either English or French. The reply of the Employer shall also be given in either English or French, as used by the Union.

ARTICLE 13 – ARBITRATION

13.01

If a Grievance is not resolved after the third step, either party may refer the Grievance to arbitration within forty-two (42) calendar days following the date of the response at the third step or, failing response, expiration of the delay for such response.

13.02

The parties agree to have the Grievance heard by one single arbitrator. If the parties fail to agree on their choice of arbitrator, one of the parties may, after giving prior notice to the other party, ask the Ministry of Labour to

name an arbitrator according to the provisions of the Labour Code.

13.03

The arbitrator's bill for fees and expenses will be divided equally between the parties.

13.04

The arbitrator's decision is enforceable and binding upon the Employer, the Union and the Employees, and comes into effect on the date stipulated by the arbitrator. If no date is stipulated, the decision shall come into effect on the date of judgment.

13.05

In rendering a decision with regard to a Grievance, the arbitrator must take into account the letter and the spirit of the collective agreement and the principles of justice and equity as well as the general policies of labour relations that stem from the collective agreement.

13.06

In rendering a decision with regard to a Grievance, the arbitrator cannot remove, add, amend or modify the collective agreement in any way.

13.07

The arbitrator mandated to hear a Grievance regarding a disciplinary measure has the power to maintain, modify or cancel it. The arbitrator may substitute for such a decision, a measure which, given the circumstances of the case, the arbitrator considers reasonable and just.

13.08

The arbitrator may render any other decision which is fair and just under the circumstances, as well as determine, if applicable, the amount of compensation or damages to which an Employee or the Union may be entitled to, including the payment of interest in accordance with the provisions of the Labour Code.

13.09

In the case of a resignation, the arbitrator may evaluate the circumstances surrounding the resignation of any Employee and the value of said resignation.

13.10

No confession signed by an Employee may be used against the Employee during arbitration unless:

- the confession was signed in the presence of a Union Representative; or
- the confession was signed without a Union Representative being present, but was not retracted in writing by the Employee within seven (7) days of the signature of the confession.

13.11

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

ARTICLE 14 – DISCIPLINARY MEASURES

14.01

Written reprimand, suspension and dismissal may be imposed depending on the gravity and frequency of the wrongful act in question.

14.02

An Employee called to a meeting by the Employer for disciplinary reasons has the right, if they so desire, to be accompanied by a Union Representative. At least two (2) days prior to the meeting, the Employee shall be informed in writing of the general nature of the problem for which the Employee is called to the meeting. The written notice shall include a reminder of the Employee's right to be accompanied by a Union Representative. At the same time, copy of the notice shall be sent to the Union.

The Employee shall be convened to such meeting before the implementation of any disciplinary measure.

14.03

A suspended Employee working on more than one Assignment might not be permitted to work in any Assignment during the suspension.

14.04

An Employee terminated for cause in one Assignment may be dismissed from all their present or future Assignments.

14.05

Any disciplinary measure must be communicated to the Employee in writing, with a copy to the Union.

14.06

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

14.07

The Employer must notify the Union and the Employee who is subject to the disciplinary measure, in writing, in duplicate, within forty-two (42) calendar days of the infraction or the Employer's knowledge of the action that caused the disciplinary measure to be taken.

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

14.08

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

14.09

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

ARTICLE 15 – ADMINISTRATIVE DISMISSAL**15.01**

Any Employee called to a meeting by the Employer for an administrative dismissal has the right to be accompanied by one (1) Union Representative.

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

ARTICLE 16 – EMPLOYEE FILES

16.01

After notifying Human Resources, any Employee or Union Representative who has been authorized in writing by the Employee, may examine all documents contained in the Employee's personnel file. This examination must be done in the presence of a representative of the Employer, during regular business hours and upon presentation of identification.

16.02

An Employee may request a copy of any document contained in their own personnel file.

The Employee is responsible for the cost of any photocopies.

16.03

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

16.04

The Employee file, separate from the Employee's academic file, will hold all the relevant documents to the Employee's employment.

16.05

An Employee may request a record of employment from their supervisor. When required by law, the record of employment will be issued by Human Resources.

ARTICLE 17 – PROBATIONARY PERIOD

17.01

The probationary period is two (2) consecutive academic terms in each of which the Employee has worked at least twenty-five (25) hours. It is understood that, upon completion of twenty (25) hours of work in the second consecutive term, the probationary period is completed. The Employer retains the right to terminate the employment of the Employee if they are found unsuitable.

For the purpose of the present article, the Summer period may count as a term. However, the Winter and Fall academic terms of the same calendar year can be considered as consecutive.

17.03

Probation is recognized by Hiring Unit.

17.04

During the probationary period, an Employee is entitled to all the provisions set out in the present collective agreement from the date of hire. However, if the Employee's employment is terminated during the probationary period, they will not be entitled to access the Grievance and arbitration procedures, unless the termination is based on discriminatory grounds or follows the exercise of a right provided in this collective agreement.

17.05

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

17.06

When an Employee's supervisor determines that the Employee is unsuitable, and does not pass probation, this will be confirmed in writing with a copy to the Union.

17.07

An Employee who has passed their probationary period shall maintain this status in the Hiring Unit for twelve (12) months following their last day worked in that Hiring Unit.

17.08

For the purposes of article 17.07, time spent on maternity leave, parental leave or paternity leave does not count as time off work.

ARTICLE 18 – POSTING AND GRANTING OF ASSIGNMENTS

18.01

The Assignments governed by a financial aid program, such as Work Study, are not covered by the provisions

of this article. The granting of such Assignments is done as outlined in the program.

18.02

When the Employer decides to fill available positions, all Employees within the Hiring Unit will be notified of the upcoming work opportunity. Following this notification, Assignments will be posted within the Hiring Unit.

The posting must include the following information:

- The name of the Assignment;
- A brief description of the duties;
- All necessary requirements;
- The classification;
- The hourly wage;
- The schedule (if applicable)
- The start and end date of the contract
- The Hiring Unit;
- The application deadline;
- A statement informing the applicant that the position is covered by the AMUSE collective agreement.

The classification of positions will only be included in the postings once the classifications of position titles are established in the classification plan as per the Letter of Agreement on Classifications (Appendix H).

18.03

The provisions in 18.02 do not apply when the Employer chooses to offer an extension or a renewal to an incumbent.

18.04

Candidates wishing to apply to a posting must do so during the posting period and in accordance with the manner set out in the posting.

18.05

The Employer shall fill Assignments by taking into consideration the availability, abilities, aptitudes and qualifications of the candidates for the particular Assignment.

18.06

The length of a contract will be for a maximum of one (1) year.

18.07

Subsequent contracts for an Assignment will be first offered to candidates who have passed their probationary period in that Hiring Unit, as defined in article 6. When all candidates have completed their probationary period, in case of equal skills, ability, availability, and qualifications, the length of service in the Hiring Unit will prevail.

18.08

The internal candidate, who has passed their probation and has applied for an Assignment in their respective Hiring Unit, will be advised in writing if they did not meet the criteria stipulated in article 18.02.

18.09

Some Assignments may be first offered to McGill Students.

18.10

An Employee may combine Assignments, as long as they do not accumulate over forty (40) hours of work per week. If an Employee is hired for an additional Assignment, they must inform in writing all of their current supervisors of the new Assignment and the number of hours normally worked.

18.11

The successful candidate who is absent from work must be available within fourteen (14) calendar days of nomination to the position.

18.12

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

18.13

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

18.14

If an Employee loses, during the course of the semester, the necessary qualifications/certifications to

carry out the Assignment, or is no longer available for the set schedule, they must inform their supervisor in writing and as soon as possible. The Employee may also lose the hours that they have already been assigned for the rest of the semester.

ARTICLE 19 – EMPLOYMENT CONTRACT

19.01

An Employee is remunerated for all hours worked. Mandatory training sessions and meetings are considered as working hours and must be paid according to the disposition of the collective agreement.

19.02

The Employer will provide all Employees with an employment contract (electronic or paper) along with the Union membership form and the AMUSE Welcome Flyer (Appendix C) before starting their first shift.

19.03

The Employee must sign and return their employment contract and their membership form to their Hiring Unit before starting their first shift. The completed membership form may alternatively be returned directly to the Union.

19.04

The contract must include the following information:

- Hiring Unit
- Job Title
- Salary
- Job schedule, if applicable
- Description of duties
- Start and end date of employment
- The following statement: "Note: Your work conditions are included in the collective agreement contracted between AMUSE and McGill".
- The aforementioned employment contract shall also include the Union membership form and a statement specifying that the Employee must complete, sign and return it to the Hiring Unit or to the Union.

The Employer will send all completed and returned membership forms to the Union. A copy of an

Employee's employment contract will be sent to the Union upon request within 10 days. The Employer is not responsible for contacting Employees regarding any unreturned membership forms.

ARTICLE 20 – SCHEDULE OF WORK

20.01

Supervisor shall determine the hours of operation, schedule of activities and the personnel necessary.

20.02

The supervisor shall determine work schedules, taking into account the needs of the unit and the availabilities of the Employees. This does not guarantee, in any way, a fixed schedule or a minimum amount of working hours per week.

20.03

An Employee who comes into work at their supervisor's express request or in the normal course of their employment and who works less than three (3) consecutive hours is entitled to an indemnity equivalent to three (3) hours of work paid at their regular hourly rate.

20.04

The previous paragraph does not apply where the nature of the work or the working conditions require the presence of the Employee several times in one day, for a period of less than three (3) hours each time.

20.05

Article 20.03 also does not apply when the nature of the work or the working conditions are such that the work is normally entirely completed in less than three (3) hours.

20.06

All Employees are required to submit a time sheet to their supervisor at the end of every work week.

ARTICLE 21 – RESTS AND MEAL PERIODS

21.01 Rest periods

- a) Employees who are scheduled to work at least four (4) hours of continuous work are entitled to a fifteen (15) minute paid rest period.

- b) Employees who are scheduled to work at least seven (7) hours of continuous work (excluding the unpaid meal break) are entitled to an additional fifteen (15) minute paid rest period.

21.02 Meal break

Employees may take one (1) thirty (30) minute unpaid meal break after five (5) hours of continuous work. Should an Employee be required to continue their work duties through the meal break, the thirty (30) minutes will be paid.

21.03

The method of scheduling, timing and/or taking of such meal and rest periods during the work day shall be determined by the management of each Hiring Unit, and communicated to the Employee (e.g. email, bulletin board, memo etc.) The rest and/or meal periods are not cumulative and shall not be used to extend any leaves of absence.

ARTICLE 22 – SALARY STRUCTURE

22.01

All Casual Employees positions will be classified as per the following Table in Class A, B or C.

Class	Description
Class A	Number of tasks: Few Complexity: Low Autonomy: Precise Instructions Relevant experience required: Minimal Certification: minimal (CPR and First Aid) E.g. Answering the phone, greeting, dishwashing, entering data.
Class B	Number of tasks: Several Complexity: Moderate Autonomy: Established instructions Relevant experience required: Moderate to high Certification: May require certification beyond CPR and First Aid E.g. Processing data, setting up material or displays, pool surveillance, sports refereeing.
Class C	Number of tasks: Many Complexity: High Autonomy: General instructions Relevant experience required: High Certification: May require certification beyond CPR and First Aid E.g. Coordination, organizing events, monitoring activities.

As classification of certain positions may change effective January 14, 2018, reference to the letter of agreement on classifications is recommended.

	A	B	C
	Minimum rate	Minimum rate	Minimum rate
At Signature	\$13.75	\$13.75	\$13.75
June 1, 2017	\$13.75	\$13.75	\$14.00
June 1, 2018	\$13.75	\$14.00	\$14.25
June 1, 2019	\$13.75	\$14.25	\$14.50
Holidays	3.6%	3.6%	3.6%
Vacation	4%	4%	4%

22.02

Members shall be paid no less than the minimum hourly rate of their Assignment classification as set out in the above grid.

22.03

At the time of the signing of the collective agreement, all Casual Employees will receive a one percent (1%) increase of their rate of pay or the minimum of their classification, whichever is greater.

22.04

On June 1st of 2017, 2018 and 2019, provided the same Assignment is maintained, casual Employees will receive a one percent (1%) increase of their rate or the minimum of their classification, whichever is greater.

22.05

The salary classification increases and the later increases shall have no cumulative effect.

22.06

No Casual Employee will see their remuneration for a specific Assignment reduced, provided that their work in that Assignment remains uninterrupted, as defined in article 17 on the Probationary Period.

The minimum salary of Class A shall always remain at least ten (10) cents above the Minimum Wage, in accordance with the Regulations respecting Labour Standards.

All Casual Employees shall receive, on each pay, a compensation for vacation and paid Legal Holidays in accordance with the pay grid above.

ARTICLE 23 – PAYMENT OF SALARY

23.01

Payment of salaries for all Employees in the bargaining unit is made by direct deposit, at the financial institution of their choice.

23.02

Provided the Employee supplied all required payroll documentation on or before their first day at work and that they have submitted their time sheet(s) within specified deadlines, the first pay will be issued within thirty (30) calendar days from their first day of work.

ARTICLE 24 – OVERTIME

24.01

All hours that an Employee works over and above forty (40) hours a week will be considered overtime, subject to the exceptions provided in the Act respecting Labour Standards.

24.02

All overtime will be remunerated at time and a half (150%) of the given Employee's regular hourly rate.

24.03

Overtime work shall be approved in advance by the Employee's supervisor. No Employee shall receive overtime credit without the consent of their supervisor. If an Employee works more than one Assignment, they must inform their supervisor in advance of the number of hours they are scheduled to work that same week, in all the Assignments they occupy with the Employer.

ARTICLE 25 – STAND-BY

25.01

An Employee who is asked to be on stand-by will be advised in advance by their immediate supervisor. The

Employee must be able to arrive at work within the normal time period. An Employee on stand-by after their regular work day or work week will receive a premium of twelve dollars and twenty-four cents (\$12.24) for each eight (8) hour period during which the Employee remains on stand-by. Stand-by premium will be increased by the same percentage as salary scales increases as defined in article 22.

25.02

An Employee who reports for work while on stand-by may be eligible to receive payment over and above the stand-by premium, according to the provisions of article 24 (Overtime) and article 20 (Minimum Recall Pay).

25.03

Stand-by Assignments will be distributed in the most equitable manner possible on a rotation basis among the Employees within the Hiring unit concerned who normally perform the work required. All stand-by is optional.

ARTICLE 26 – PAID HOLIDAYS

26.01

The holiday indemnity shall be paid in equal installments. The rate of the indemnity shall be three point six percent (3.6%) of the wages.

This percentage is added to the hourly rate of pay provided in article 22.

ARTICLE 27 – SOCIAL LEAVES

27.01

At the request of their supervisor, an Employee applying for a social leave must provide evidence of the facts justifying their request.

27.02 Death:

- a) An Employee may be absent from work with pay for one (1) day due to the death or funeral of their Spouse, child, the child of their Spouse, or of their father, mother, brother or sister. The Employee may also be absent from work for an additional four (4) days without pay for the same reason. The above

mentioned leave shall be comprised between the date of the death and the funeral. Only Employees scheduled to work during that period will be eligible for the paid leave.

- b) An Employee may be absent from work for a day without pay, due to the death or funeral of their son in law, daughter in law, grandparent, or their Spouse's father, mother, brother or sister.
- c) With regard to the paragraphs above, the Employee must inform their supervisor of their absence as soon as possible.

27.03 Wedding

- a) An Employee may be absent from work for one (1) day with pay on the day of their wedding or civil union. Only Employees scheduled to work during that period will be eligible for the paid leave.
- b) An Employee may be absent from work without pay on the day of the wedding or civil union of the Employee's child, father, mother, brother, sister or the child of their Spouse.
- c) The Employee must give their supervisor at least one (1) week advance notice of their absence.

27.04 Absence for family or parental reasons

- a) An Employee may be absent from work without pay for ten (10) days per year to fulfill their obligations relating to the care, health or education of their, or the child of their Spouse, or the health of their Spouse, father, mother, brother, sister or grandparent.
- b) This leave may be partitioned into individual days. An individual day may also be partitioned if the supervisor agrees to do so.
- c) An Employee may be absent from work without pay for a maximum period of twelve (12) weeks over a period of twelve (12) months when, due to a serious illness or accident, the Employee's presence is required by their child, Spouse, the child of their Spouse, father, mother, the Spouse of their father or mother, of their brother, sister or grandparent.

d) However, if the Employee has a medical certificate which demonstrates that their minor child is struck with a serious illness, which is potentially fatal, the Employee will be entitled to prolong their absence for a maximum of a hundred and four (104) weeks from the first day of their absence.

27.05

The process, rights, and obligations associated with the above leaves of absence will be those set out in the Act respecting Labour Standards.

ARTICLE 28 – LEAVE FOR PUBLIC SERVICE

28.01

An Employee who is a candidate for a municipal council, a school board commission, hospital administrative board or a local community centre, may have a leave without pay up to thirty-five (35) working days.

28.02

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

28.03

An Employee elected to a federal or provincial seat is entitled to a leave without pay for the duration of the first mandate. When the Employee returns to work, the Employer will reinstate the Employee to their former position.

28.04

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

28.05

In such a case, a written request stating the Employee's name, and the nature and probable length of the absence, must be sent to the immediate supervisor, with

a copy to Human Resources (Pensions and Benefits) as a general rule at least five (5) working days prior to the date of the beginning of the leave.

ARTICLE 29 – PARENTAL LEAVE

29.01

The Employee is admissible for maternity/paternity/parental leave in conformity with the provisions of the Act respecting Labour Standards and the Parental Insurance Act.

29.02

The maternity/paternity/parental leave may be taken once the supervisor receives three (3) weeks advance written notice, indicating the date the leave will begin and when the Employee will return to work.

ARTICLE 30 – SICK LEAVE

30.01

The Employee must directly advise their immediate supervisor (or the supervisor's replacement, as the case may be), of their absence, prior to the start of the Employee's shift. The sick leave observed is without pay.

30.02

For absences of more than two (2) working days, the Employee must justify this absence with a medical certificate from a legally qualified medical practitioner stating that the Employee is unable because of sickness or accident, to perform the normal duties of their position.

30.03

An Employee who is dishonest in order to be absent from work could be subject to dismissal.

ARTICLE 31 – EMPLOYMENT INJURIES

31.01

When an Employee suffers an employment injury and is unable to work in their Assignment because of the employment injury, the Employer shall pay them ninety (90%) of the Employee's net salary for every day or part

thereof that the Employee would normally have worked, had it not been for their disability, for the first fourteen (14) days following the beginning of the disability. Payment will be made at the time the Employee would normally have been paid provided the Employee has supplied the required medical certificate. Thereafter, the Employee shall file a claim directly with the CNESST.

31.02

At the time an Employee suffers an employment injury, the Employer shall pay to the Employee the net salary or wages for that part of the work day during which the Employee becomes unable to carry on their Assignment by reason of the injury, where the Employee would normally have worked during that part of the day had they not been disabled. Payment will be made at the time the Employee would normally have been paid. The Employee will supply any required medical certificate.

ARTICLE 32 – HEALTH AND SAFETY IN THE WORKPLACE

32.01

The Employer and the Union will work together to maintain the highest possible level of health and safety in the workplace in order to prevent occupational diseases and workplace accidents.

32.02

The Employer and the Union are subject to the rights and obligations set out in the Act respecting Occupational Health and Safety and the Act respecting Industrial Accidents and Occupational Diseases.

32.03

The Employer will ensure first-aid during working hours and will, at the Employer's expense, have the Employee transported to the hospital or to their home, whichever is appropriate. The Employer will arrange for the return of the Employee to the University.

32.04

The Employer will provide first-aid kits in places easily accessible to the Employees.

32.05

The Employer will adequately inform the Employee about the risks associated with their work and to ensure the education, training and supervision appropriate to ensure that the Employee has the skill and knowledge required to perform safely the work entrusted to them.

32.06

If an Employee discovers a deviation from the safety rules, the Employee shall inform the supervisor or department head of the area concerned. If the problem is not resolved in a satisfactory manner, the case shall then be brought for discussion to the Labour Relations Committee and/or be submitted to the University Health and Safety Committee.

32.07

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

32.08

The Employer will provide, without cost to the Employee, all of the security equipment required to perform the required tasks such as, security footwear, security glasses and work gloves.

32.09

For all Assignments that require CPR certification, the Employer agrees to promote training programs offered through Environmental Health & Safety services.

32.10

One (1) representative designated by the Union, shall be appointed to the University Health and Safety Committee.

32.11

The Employee who is member of the Health and Safety Committee will be released from their regular duties in

accordance with the Union leave section for the purpose of attending Committee meetings.

32.12

Nothing in this article can be interpreted as a renunciation by an Employee or the Union of their rights to file a Grievance.

ARTICLE 33 – TERMINATION NOTICE

33.01

An Employee's employment letter must indicate the day on which their employment will end. The notice of termination is considered to be given at the time the Employee was hired.

33.02

The Employer may terminate an Employee's Assignment at any time by giving the Employee notice of termination (or an indemnity in lieu thereof) equivalent to the notice set out in the act respecting labour standards, but no less than one (1) week.

In case of serious fault or force majeure, the Employer may end the employment contract without any prior notice.

ARTICLE 34 – CLOSING OF THE UNIVERSITY

34.01

If, as a result of circumstances beyond its control, the Employer decides to authorize the majority of Employees in a specific building to leave their work before the end of their scheduled work day, the Employees shall not suffer any loss of salary because of this.

34.02

An Employee affected by those circumstances and who remains at work at the specific request of the Employer, is eligible to take either time off equal to the number of hours actually worked between the authorized time of departure and the end of the regular work day at a mutually agreed time, or an additional payment, at the regular rate, of the hours actually worked between the authorized time of departure and the end of the

scheduled work day.

ARTICLE 35 – TRAINING

35.01

The Employer will provide necessary training to Employees in a timely manner. The Employee has the obligation to attend training provided by the Employer, and will be remunerated accordingly.

ARTICLE 36 – TECHNOLOGICAL CHANGE

36.01 Definition of Technological change

Technological change is any major change that affects working conditions, in particular, major change brought to the organization of work by the introduction of new techniques or work procedures, or the introduction of new equipment.

36.02 Implementation Procedures

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

36.03 Training

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

ARTICLE 37 – STRIKE AND LOCKOUT

37.01

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

37.02

If an Employee believes that, as a matter of conscience, they cannot cross a picket line, this act of conscience

will be respected and no penalty will be imposed other than non-payment for the period during which services were not rendered. Employees who take that position will be expected to so advise their supervisor, department head or chair, as the case may be, and arrangements will be made to deduct the appropriate amounts from their salaries.

37.03

Essential services must be maintained, in accordance with Appendix "E" (Essential Services).

ARTICLE 38 – ACQUIRED RIGHTS

38.01

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

ARTICLE 39 – COLLECTIVE AGREEMENT

39.01

The Employer will make the content of the collective agreement available electronically as soon as possible after it's signing, by posting a copy of the agreement in the Human Resources website. The Employer will give a copy (electronic or paper) to all Employees who ask for one and will also give a reasonable number of copies to the Union.

39.02

The collective agreement will be negotiated in French or in English, and will be printed in French and in English. The French version shall be the official version.

39.03

The present collective agreement will come into force on the date it is signed and will expire on May 31, 2020. The agreement will not have a retroactive effect unless otherwise stated.

39.04

The working conditions described herein will remain in place until a new collective agreement is signed, except during a legal strike or lock-out.

39.05

The present collective agreement may be amended by mutual consent. If one of the parties wishes to modify or amend it, that party must propose the change and begin discussions with the view of reaching a mutual agreement.

The appendices and letters of agreement attached hereto shall form an integral part of the present collective agreement.

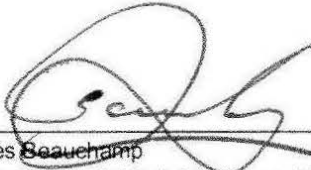
39.06


If a clause or a provision of the collective agreement is or becomes invalid because of the passing of legislation, its invalidity will not affect the rest of the collective agreement.


IN WITNESS WHEREOF, the Parties have signed in Montreal, Quebec on this 30th day of January, 2017.


For McGill University:


For the Association of McGill University Support
Employees (AMUSE) – Public Service Alliance of
Canada (PSAC)



Yves Beauchamp
Vice-Principal, Administration and Finance



Claire Michela
President, AMUSE 17600

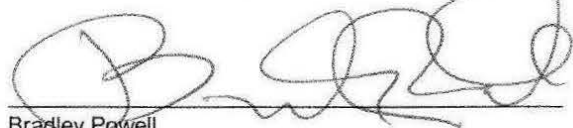

Lynne B. Gervais
Associate Vice-Principal, Human Resources

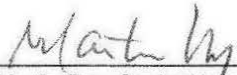

Heather Holdsworth
Labour Relations Officer AMUSE 17600

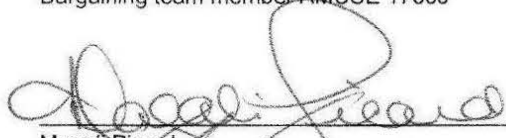

Robert Comeau, Director
Labour and Employee Relations, Human Resources



Megan Mercie
Chair of the Board of Representatives, AMUSE 17600

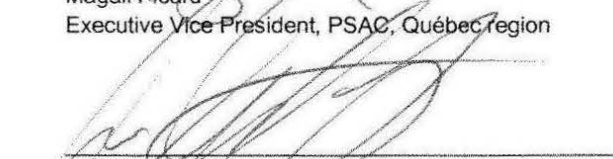

Denis Gauthier, Negotiator
Labour and Employee Relations, Human Resources

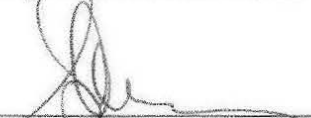

Bradley Powell
Bargaining team member AMUSE 17600



Martin Roy, Senior Human Resources Advisor
Facilities Management and Ancillary Services



Magali Picard
Executive Vice-President, PSAC, Québec region


Jason Kack, General Director, Bookstore
Negotiation committee member


Jean-Michel Fortin
Union Advisor, PSAC


Subibe Choudhury, Associate Director, Administration,
Animal Resources Centre, Negotiation committee member


Philip Quintal, Associate Director, Athletics and Recreation,
Negotiation committee member


Sharon Sharma, Labour Relations Advisor,
Human Resources, Negotiation committee member

APPENDIX A – CERTIFICATION

Accreditation:

Accredited on January 7, 2010 by a C.R.T. decision

File: AM-2001-0268 – CM-2009-1780

Commissioner : Arlette Berger

Parties:

AMUSE (Association of McGill University Support Employees) - Public Service Alliance of Canada (PSAC)

And

McGill University

Unit Definition:

“All casual Employees occupying non-academic positions except Employees occupying position classified as “M”, those working at the offices of the Principal, Vice Principals, (including the Provost and the Deputy Provost), Public Affairs, the Human Resources, the Legal Services and the University Secretariat, and those already represented by a certified association.”

APPENDIX B – UNION MEMBERSHIP FORM



**TO BE COMPLETED BY THE EMPLOYEE
(All fields must be completed)**

Name : _____

Last name : _____

Address : _____

City: _____

Postal Code : _____

Phone number : _____

E-mail: _____

Job Title : _____

Faculty / Unit : _____
(related to your Assignment)

Current academic level, if applicable: _____

I, the undersigned, freely give my adhesion to the Public Service Alliance of Canada/AMUSE.

I will respect the policies, rules and decisions of the association.

Signature _____

Date _____

Original : Syndicat



Alliance de la fonction publique du Canada
Public Service Alliance of Canada

APPENDIX C - AMUSE WELCOME FLYER

AMUSE is the Union representing all casual non-academic staff at McGill University

AMUSE has a Collective Agreement.

The Collective Agreement is the result of negotiations between the Employer and AMUSE with the goal of establishing and maintaining equitable working conditions for all members. Upholding the Agreement is a collaborative process between the Union, the Employer, and the Membership. Please familiarize yourself with the basics of the current agreement so that you can make sure you are receiving all of the benefits that our bargaining team has negotiated for you.

The full text of the Collective Agreement is available on our website: www.amusemcgill.org

You can reach AMUSE at:

Communications.amuse@gmail.com

All AMUSE members should:

- Have a written contract
- Receive compensation for legal holidays
- Receive an increase on June 1st
- Have the right to request the presence of a Union Representative in disciplinary meetings and meetings related to Grievances with your supervisor
- Receive necessary training in your job and in health and safety procedures
- Have the right to a workplace free of harassment, psychological harassment, and discrimination
- Have hiring priority over external candidates for AMUSE positions in their

Hiring Unit, once you are past your probationary period

- Earn wages in accordance with the Salary structure in our Collective Agreement Article 22, as per the table below:

Article 22 Salary Structure			
	Class A	Class B	Class C
At Signature of Agreement	\$13.75	\$13.75	\$13.75
June 1, 2017	\$13.75	\$13.75	\$14.00
June 1, 2018	\$13.75	\$14.00	\$14.25
June 1, 2019	\$13.75	\$14.25	\$14.50
Holidays	3.6%	3.6%	3.6%
Vacation	4%	4%	4%

This Collective Agreement expires on May 31, 2020. Wages will remain in effect until the signature of the next Collective Agreement.

APPENDIX D – LETTER OF AGREEMENT
ESSENTIAL SERVICES REQUIREMENTS

Notwithstanding Article 39.04 of the collective agreement, the parties agree that the services in the following Units will be maintained at a minimum by the members of the bargaining unit, in the event of a strike or lockout after the expiry of this collective agreement.

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

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

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

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

Description of Minimum Services:

Research Animals and Farm Animals

Research animals refer to any live non-human vertebrate or invertebrate utilized in biomedical research, teaching and testing on both University campuses, including Macdonald Campus.

Proper care implies provisions of the appropriate room temperatures, humidity levels, maintaining light cycles, ventilation, food, water, and cleaning as well as exercise and veterinary care where appropriate and within CCAC guidelines and regulations pertaining to the proper care and use of animals in research. It also implies the daily milking of the dairy herd and field crop production for the sole purpose of feeding the dairy herd.

Phytotron Facilities and Macdonald Campus greenhouse

Minimum services imply provision of the appropriate temperatures, humidity, light cycles, ventilation, water, fertilization, biological control of parasites.

Mental Health clinic

Minimum services imply Patient Service Coordinators for both serious health conditions (life threatening) and psychological support services.

Gross Anatomy

Minimum services imply embalment, surveillance and treatment of donated bodies for early detection of decaying and risks of contamination.

Pathology Laboratories

Treatment and analysis of tissues and specimen, within acceptable delays for treatment of patients.

Residences

Minimum services imply surveillance of access to Residences.

APPENDIX E – LETTER OF AGREEMENT
EMPLOYEE ACCESS TO ID CARDS

In recognition of technical difficulties currently preventing this measure, the parties agree to establish a joint committee to discuss and review the feasibility of access to Identification Cards for non-student Employees covered by this collective agreement. This committee shall have its initial meeting within ninety (90) days of the signing of this collective agreement.

Committee composition:

The committee shall consist of four (4) members, divided equally between both parties. The Union component of the committee shall be selected by the Union. The Employer component of the committee shall be selected by the Employer. Upon agreement between the committee members, subject matter experts may be asked to contribute to the work of the committee.

Mandate:

The committee's mandate is to discuss and review the current process relative to Identification Cards for non-student Employees covered by this collective agreement and to allow non-student Employees to have access to Identification Cards. The committee shall also make recommendations on which of these non-student Employees may be issued identification cards.

The committee will provide recommendations to Human Resources and Security Services on improvements to the current arrangement relative to the issuance of identification cards for purposes of on-campus identification, workplace access and uPrint privileges as required. Human Resources and Security Services will give due consideration to the committee's recommendations before and during the implementation of the new Human Resources Information System.

Upon initial assessment of the situation, the committee will establish a proper timeline to achieve the goals of its mandate, with consideration given to the timelines required to establish the new Human Resources Information System.

APPENDIX F – LETTER OF AGREEMENT
HUMAN RESOURCES INFORMATION SYSTEM

If necessary and related to the implementation of the new Human Resources Information System, the Parties agree to discuss modifications to the collective agreement in order to improve or to facilitate administrative and/or information sharing processes.

APPENDIX G – LETTER OF AGREEMENT
REGARDING WORK STUDY

Considering that the Work Study program is important to both parties and there is a mutual interest in improving communication relative to this program as it applies to Employees covered under this collective agreement, the parties hereby agree to:

- Organize a meeting twice a year with the following participants:
 - The Director, Office of Scholarships and Student Aid;
 - Two (2) representatives of the Executive Committee of AMUSE;
 - Two Student members of AMUSE participating in the Work Study program, one Student designated by AMUSE and one Student designated by the Employer;
 - Another representative of the Employer chosen by the Director, Office of Scholarships and Student Aid;
 - Additional expert resources as required.

- Schedule these meetings once in the Summer Term and once in the Winter Term of each academic year.

- Discuss topics of mutual interest relative to the Work Study program as it applies to Employees covered by this collective agreement. The agenda may include subjects such as the posting of Assignments and the duration of postings on the Work Study website.

- Include in the discussion a review of Assignments offered in the previous semester and plans for the upcoming semester.

The purpose of these meetings is not to negotiate the application of the collective agreement, nor to address the eligibility criteria to the Work Study program or the selection of Students for Work Study Assignments.

APPENDIX H – LETTER OF AGREEMENT
REGARDING CLASSIFICATIONS

The Employer agrees to integrate all positions covered by the collective agreement into a classification plan (Class A, B, C), that includes position titles, by January 14, 2018. Neither the designation of positions nor the classification of position titles will have any retroactive effect. The deadline of January 14, 2018 is contingent upon the new HR system capabilities as of that date. In the event that the deadline of January 14, 2018 is not met, the adjusted pay rates resulting from the reclassification of positions will be implemented retroactive to January 14, 2018.

The classifications established by the Employer will be shared with the Union. Disagreements relative to the classification of a position title may be discussed at the Labour Relations Committee meeting. After such discussion, if the Union is still in disagreement with the classification established by the Employer for a position title, the Union may refer the matter to the grievance procedure.