

## **COLLECTIVE AGREEMENT**

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**between**

**Association of McGill University Research Employees  
(AMURE)**

**Public Service Alliance of Canada (PSAC)**

**Research Associates**

**and**

**McGill University**

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**Duration: April 24, 2013 to April 23, 2016**

## TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
ARTICLE 1	– PURPOSE OF THE COLLECTIVE AGREEMENT .....	4
ARTICLE 2	– UNION RECOGNITION .....	4
ARTICLE 3	– MANAGEMENT RIGHTS .....	5
ARTICLE 4	– RELATIONS.....	5
ARTICLE 5	– DEFINITION OF TERMS.....	5
ARTICLE 6	– HARASSMENT, SEXUAL HARASSMENT AND DISCRIMINATION .....	7
ARTICLE 7	– EMPLOYEE FILES.....	8
ARTICLE 8	– INTELLECTUAL PROPERTY AND CONDUCT OF RESEARCH .....	9
ARTICLE 9	– UNION ACTIVITIES .....	9
ARTICLE 10	– LABOUR RELATIONS COMMITTEE .....	12
ARTICLE 11	– GRIEVANCE .....	13
ARTICLE 12	– ARBITRATION .....	15
ARTICLE 13	– DISCIPLINARY MEASURES .....	16
ARTICLE 14	– POSTING, APPOINTMENTS AND REAPPOINTMENTS .....	17
ARTICLE 15	– PROBATIONARY PERIOD .....	19
ARTICLE 16	– TERMINATION, AVAILABILITY LIST .....	19
ARTICLE 17	– HEALTH AND SAFETY.....	21
ARTICLE 18	– REIMBURSEMENT OF EXPENSES.....	22
ARTICLE 19	– REMUNERATION .....	23
ARTICLE 20	– WORK HOURS AND OVERTIME .....	24
ARTICLE 21	– TEMPORARY ALTERNATE WORK ARRANGEMENTS .....	26
ARTICLE 22	– VACATION.....	26
ARTICLE 23	– DESIGNATED PAID STATUTORY HOLIDAYS .....	27

ARTICLE 24 – SOCIAL LEAVE .....	28
ARTICLE 25 – PARENTAL LEAVES .....	30
ARTICLE 26 – LEAVE WITHOUT PAY .....	37
ARTICLE 27 – GROUP PLANS OF THE UNIVERSITY .....	38
ARTICLE 28 – WORK ACCIDENTS .....	39
ARTICLE 29 – TRAINING AND DEVELOPMENT .....	40
ARTICLE 30 – EDUCATIONAL ASSISTANCE AND STAFF DEPENDANT TUITION WAIVER	40
ARTICLE 31 – TECHNOLOGICAL CHANGE .....	40
ARTICLE 32 – COPIES OF THE COLLECTIVE AGREEMENT .....	41
ARTICLE 33 – DURATION OF THE COLLECTIVE AGREEMENT .....	41

## **ARTICLE 1 – PURPOSE OF THE COLLECTIVE AGREEMENT**

### **1.01**

Research Associates make an important contribution to the University's mission.

### **1.02**

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

## **ARTICLE 2 – UNION RECOGNITION**

### **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 certification issued by the *Ministère du Travail* on July 15, 2010.

### **2.02**

In order to be valid, all agreements subsequent to the signature of the Collective Agreement between one, several or all Employees and the University, that modify the Collective Agreement, must receive the written approval of the Union.

### **2.03**

Any Employee, who, according to the provisions of the Collective Agreement, holds a hiring contract upon the signing of the Collective Agreement and is not a member of the Union, shall become a member of the Union. All new Employees shall become members of the Union upon hiring. To do so, an Employee shall sign a membership form provided by the Union. The University is not required to dismiss an Employee because the Union has refused, suspended or rescinded their Union membership.

### **2.04**

The University will withhold from the pay of each Employee included in the bargaining unit the dues fixed by the Union and remit the sum thus withheld to the Union, one (1) time per month.

### **2.05**

The University shall remit to the Union each month the total dues deducted along with a list showing the amount deducted from each Employee and their names on a workable spreadsheet format.

## **2.06**

The Union will inform the University in writing of any modifications to the formula used to calculate the dues. The University will apply the new amount or formula thirty (30) days of receiving notice to that effect from the Union.

## **2.07**

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

## **ARTICLE 3 – MANAGEMENT RIGHTS**

### **3.01**

The University has and retains all its rights and privileges in effectively managing and administrating its activities, in conformity with its obligations and the applicable law and in conformity with the provisions of the Collective Agreement.

## **ARTICLE 4 – RELATIONS**

### **4.01**

The Union and the University share the common goal of maintaining a mutually supportive relationship in pursuit of the University's mission and mandate.

The Parties agree to openly discuss any situation which may potentially affect this relationship and to find proactive solutions within or outside of the provisions of the Collective Agreement.

## **ARTICLE 5 – DEFINITION OF TERMS**

### **5.01 Employee:**

Is any person employed by McGill University whose position is covered by the certificate of accreditation issued under the Labour Code.

### **5.02 Research Associate:**

Is an unranked Academic with a Doctoral degree or equivalent degree, and at least five (5) years of research experience. A Research Associate may be appointed to conduct research independently or as a member of a research team. The Research Associate may be hired on a full-time or part-time basis.

### **5.03 Definite Term Appointment:**

Shall mean an appointment of limited duration with a fixed end date.

**5.04 Full-time Employee:**

Employee who regularly works the standard hours of the position.

**5.05 Part-time Employee:**

Employee who regularly works less than thirty-five (35) hours per week.

**5.06 Indefinite Term Appointment:**

Shall mean an appointment of indefinite duration.

**5.07 Reference Year:**

The period from June 1<sup>st</sup> of one year to May 31<sup>st</sup> of the following year.

**5.08 Departmental Chair:**

Includes the Chairs of departments, Directors of institutes, schools and centers and, where applicable, Deans of faculties without departments, institutes, schools or centers.

**5.09 Spouse:**

Is any person who becomes a spouse:

- As a result of a legally recognized marriage in Quebec or elsewhere and recognized under Quebec Law;
- For an unmarried or separated person, as a result of permanent cohabitation for at least one (1) year with another unmarried or separated person of the opposite or same sex who is publicly represented as a spouse;
- A person of the opposite or the same-sex who lives in a marital relationship with the Employee who are the father and mother 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;
- For the purposes of the application of the benefits plan and the pension plan, the definition of Spouse found in each plan will prevail.

**5.10 Research Grant:**

Is funding provided either by an external organization or a private or public organization to a Research Director for research purposes, which the University manages and which is given in the form of a grant, sponsorship, contract, an agreement to fund or any other form of financing.

**5.11 Grievance:**

Is any dispute relative to the interpretation or application of the Collective Agreement.

**5.12 Union Delegate:**

Is any Employee who has been designated by the Union to perform Union duties, subject to the provisions of the Collective Agreement regarding Union activities.

**5.13 Union Representative:**

Is a person who has been designated by the Union to act as on its behalf, with regards to the provisions of the Collective Agreement.

**5.14 Research Director:**

Is the McGill University Faculty member who receives a Research Grant pursuant to which the Employee's Salary is paid.

**5.15 Supervisor:**

Is the person who supervises the work of the Employee.

**5.16 Union:**

Is the Association of McGill University Research Employees (AMURE/PSAC).

**5.17 Parties:**

Is the University and the Union.

**5.18 Salary:**

Is the base salary paid to the Employee, excluding any premium, allowances, and any other form of compensation.

**5.19 University:**

Is McGill University (The Royal Institution for the Advancement of Learning).

**ARTICLE 6 – HARASSMENT, SEXUAL HARASSMENT AND DISCRIMINATION**

**6.01**

In application of the Collective Agreement, neither the University, 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 which they are entitled to in virtue of the Collective Agreement or by law.

## **6.02**

Every Employee has a right to a work environment free from harassment.

## **6.03**

The University must take reasonable action to prevent harassment and, whenever they become aware of such behaviour, to put a stop to it.

## **6.04**

Psychological harassment means any vexatious behaviour, in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affects an Employee's dignity or psychological or physical integrity, and that result in a harmful work environment for the Employee.

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

## **6.05**

Sexual harassment means any unwanted or imposed sexual advance which can be verbal, written, iconographic or through body language.

## **6.06**

The present article does not limit the authority of persons with supervisory responsibilities to undertake performance evaluations, ensure effective work relations and impose disciplinary measures.

## **ARTICLE 7 – EMPLOYEE FILES**

### **7.01**

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 consultation must be done in the presence of a University representative, during regular business hours and upon presentation of identification.

### **7.02**

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

The Employee is responsible for the cost of any photocopies.

### **7.03**

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



## **ARTICLE 8 – INTELLECTUAL PROPERTY AND CONDUCT OF RESEARCH**

### **8.01**

Intellectual property is governed by the University's policy on intellectual property.

### **8.02**

Research conducted by a Research Associate will be subject to the University's Regulations on the Conduct of Research.

## **ARTICLE 9 – UNION ACTIVITIES**

### **9.01**

The Union accepts that its representatives or delegates must first discharge their responsibilities as Employees, in accordance with the other stipulations of the Collective Agreement.

### **9.02**

The Union shall inform the University in writing of the names of its designated representatives and their function within the Union. The University and the Union shall exchange lists of persons who will represent them on the various committees described in the Collective Agreement, within thirty (30) working days of the signing of the Collective Agreement and subsequently each time there is a change in representatives.

### **9.03**

The University will make the text of the Collective Agreement available on-line and will provide the Union with twenty (20) printed copies of the Collective Agreement within thirty (30) working days of the signing of its official version.

### **9.04**

Upon hiring a new Employee, the University shall inform the Employees that their conditions of work are governed by a Collective Agreement and provide an on-line address where the Collective Agreement is available.

### **9.05**

Three (3) times a year, the University shall provide the Union a list of all current Employees, a list of newly hired Employees and a list of all Employees who are no longer employed at the University. Where available, these lists shall contain, for each Employee, their:

- a) Name
- b) Employee Number
- c) Employee status i.e. Full-time, Part-time
- d) Work address, building name and code
- e) E-mail address
- f) Date originally hired

- g) Start and end date of contract
- h) Faculty/department
- i) Hours worked, hourly wage
- j) Total Salary for the period
- k) Home address
- l) Telephone number

These lists shall be provided in useable electronic format.

The periods covered by the above-mentioned reports are from September 1 through December 31, January 1 through April 30 and May 1 through August 31. This report will be provided within thirty (30) working days of the end of the period.

#### **9.06**

When the University discloses to the Union nominative information as defined in the *Act respecting access to documents held by public bodies and the protection of personal information, L.R.Q. c. A-2.1* in the application of the Collective Agreement, this information shall be provided confidentially and solely for the purpose of informing the Union, which will only use the information to conduct comprehensive studies, except where the Employee concerned provides explicit authorization.

#### **9.07**

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 University will assume the cost of such reservation (room only).

#### **9.08**

The Union shall be able to post, in areas set aside for this purpose by the University, all notices, bulletins or other documents of possible interest to its membership. The areas where material can be posted shall be determined in compliance with the University's regulations. All posted documents shall be clearly identified as originating from the Union.

#### **9.09**

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

#### **9.10**

Subject to the availability of space resources, the University shall make available to the Union, free of charge, an office, furnished with one (1) desk, two (2) chairs, one (1) four-drawer filing cabinet and a telephone, the cost of the telephone services to be borne by the Union. Until a suitable office space is provided, three (3) times a year, the University will meet with the Union and will provide a report on the status of the pending request.

### **9.11**

A Union Delegate who wishes to meet with an Employee during working hours must obtain the authorization of the Employee's Supervisor. This authorization will not be unreasonably withheld.

### **9.12**

Twice a year, the Union may decide to hold a general assembly. Upon reception of such notice, generally at least two (2) weeks in advance, the University shall encourage the research Supervisors to allow Employees to be away from work to attend the general assemblies.

Employees who asked for such a leave shall recuperate the time away from work at the discretion of the research Supervisor.

### **9.13 Union Liberations**

The Bargaining Committee shall consist of three (3) Employees, designated by the Union. The University shall grant members of the Bargaining Committee time away from their regular responsibilities to prepare for the renewal of the Collective Agreement. These days shall be taken during the nine (9) months preceding the expiry of the Collective Agreement and shall be divided between the members of the Union's bargaining committee. Barring exceptional circumstances, all requests for leave as per this clause shall be submitted to the University five (5) days before this leave is to be taken.

### **9.14**

The University will authorize three (3) Employees to take time away from their regular responsibilities in order to participate in negotiations meetings. This absence must be authorized by the Employee's Supervisor. This authorization will not be unreasonably withheld.

### **9.15**

The University agrees to grant Union members time away from their regular responsibilities in order to conduct Union business. This leave shall be taken in either half (½) or one (1) day segments. Only three (3) Employees may be away from their work for Union business at any given time.

When a meeting is called by the Union, the Union shall send the University notice to that effect, indicating the names of the Employees concerned by the leave request at least two (2) weeks prior to the leave.

The University shall not unreasonably withhold authorization of any such leave. The University shall not refuse any such request for leave, if it does not disrupt the research activities.

### **9.16**

All Union liberation time which has been approved, as specified in the Collective Agreement, will be paid by the University as if it was worked time. The payment of all Union liberation time will be reimbursed to the University by the Union and will include base salary and benefits.

The University will grant the Union an annual amount of twenty-three thousand dollars (\$23,000) to be used to reimburse liberation time. The reimbursement of payment of liberation time in excess of the twenty-three thousand dollars (\$23,000) will be borne by the Union.

The amount of twenty-three thousand dollars (\$23,000) will be paid to the Union on June 1<sup>st</sup> of each year. The invoicing of Union liberation time will be done by the University on a quarterly basis and the payment by the Union will be done within thirty (30) days from receipt of the invoice.

## **ARTICLE 10 – LABOUR RELATIONS COMMITTEE**

### **10.01**

The Union and the University recognize that they have a mutual interest in consulting each other and have therefore agreed to form a Labour Relations Committee.

### **10.02**

The Committee will discuss questions and problems concerning the application and interpretation of the Collective Agreement and will act proactively in order to encourage collaboration, understanding and harmonious relations between Employees and the University.

### **10.03**

The Committee will be comprised of three (3) representatives of the Union and three (3) representatives of the University. The Committee members representing the Union shall be granted leave to take part in the Committee meetings. This authorization will not be unreasonably withheld.

The Committee will meet upon request of either party, at a moment convenient for both Parties, within a reasonable time.

The Committee shall meet at least four (4) times during the Reference Year.

### **10.04**

The party requesting a meeting is responsible for preparing the Agenda, establishing topics to be discussed, and providing the other party with any relevant documents which may facilitate discussion.

### **10.05**

The Committee does not have the authority to alter or amend the Collective Agreement.

## **ARTICLE 11 – GRIEVANCE**

### **11.01**

The University and the Union agree that they shall endeavor to settle differences of opinion as promptly as possible. In the event that differences of opinion arise, every attempt shall be made to settle them in the following manner:

### **11.02 Initial Discussion**

Any Employee with a problem concerning the application of the present Collective Agreement which could give rise to a Grievance must discuss it with their immediate supervisor or in their absence, with the person replacing them, with a view to resolving it if possible. The request for discussion must be in writing (including by email).

The Employee may be accompanied by their Union Representative to this discussion if they desire.

The Supervisor shall respond to the request for discussion in writing within ten (10) working days of receiving the request. If the discussion between the Employee and their immediate supervisor does not succeed in resolving the problem or if the supervisor does not answer to the Employee in writing, the Employee and/or the Union may use the grievance procedure.

### **11.03 Step 1:**

The Employee in the case of an individual Grievance, a group of Employees in the case of a group Grievance, or the Union in the case of an interpretation Grievance, shall submit the Grievance in writing to the Departmental Chair within thirty (30) working days of the knowledge of the facts which gave rise to the Grievance or fifteen (15) working days after the request for discussion, whichever is sooner. However, the Grievance must always be filed no later than ninety (90) working days after the occurrence of the fact on which the Grievance is based.

The statement of the Grievance shall contain a clear summary of the facts on which it is based and the remedy sought so that the problems raised can be identified. A copy of the request for a discussion addressed to the Supervisor must also be included.

Upon written request from the University or the Union, Union Representatives and University representatives may organize a meeting in order to discuss the Grievance, within fifteen (15) working days of receipt of the Grievance.

The Departmental Chair shall respond in writing to the Grievance to the Employee with a copy to the Union Representative within ten (10) working days of the meeting described in the above paragraph, or if no such meeting occurs within twenty-five (25) working days of receipt of the Grievance.

### **11.04 Step 2:**

If the Departmental Chair does not respond within deadline or if the Union finds the response unsatisfactory, the latter may appeal in writing to Human Resources-Employee Relations within fifteen (15) working days following the answer or, in the absence of answer, forty (40) working

days from the filing of the Grievance at the first step. Human Resources (Employee Relations) must answer, in writing, within ten (10) working days of the receipt of the appeal at Step 2.

#### **11.05**

In all cases, any agreement made during the Grievance procedure, which resolves the Grievance in question, will be made in writing and will be signed by representatives of the two (2) Parties. Such written and signed agreements bind the Parties and the Employees covered by the Collective Agreement.

#### **11.06 Delay**

A Grievance that has not been resolved at Step 2 must be referred to arbitration within a maximum of thirty (30) working days following Human Resources' response or, if no response was given forty (40) working days from the filing of Grievance at Step 2. If the Grievance is not referred to arbitration within this delay, it is considered to have been abandoned.

#### **11.07**

For the purpose of calculating delays in this article, working days are from Monday to Friday, excluding Saturdays, Sundays and holidays recognized in the Collective Agreement.

During the holiday season (this being between Christmas day and January 2, as per defined by the University each year), the delays mentioned in Article 11 will only commence as of the first working day following January 2.

#### **11.08**

With the exception of the delay mentioned in article 11.02, the delays mentioned in this article are mandatory unless otherwise agreed upon in writing. Failure to comply with these delays will render a Grievance null and void for the purpose of the Collective Agreement.

#### **11.09**

A Grievance resulting from the application of any of the following articles can be submitted directly to Step 2:

- Article 2 Union Recognition
- Article 6 Harassment, Sexual Harassment and Discrimination
- Article 9 Union Activities
- Article 13 Disciplinary Measures
- Article 15 Probationary Period
- Article 16 Termination, Availability List
- Article 19 Remuneration
- Article 25 Parental Leaves
- Article 26 Leave without Pay
- Article 27 Group Plans of the University
- Article 28 Work Accidents
- Article 30 Educational Assistance and Staff Dependent Tuition Waiver
- Article 31 Technological Change

A Union Grievance related to the interpretation of the Collective Agreement can be submitted directly at Step 2.

#### **11.10**

No technical errors in the submission of a Grievance shall affect the validity thereof. Any technical error detected shall be brought to the attention of the other party, as soon as it is detected.

### **ARTICLE 12 – ARBITRATION**

#### **12.01**

If the Union wishes to submit a Grievance to arbitration, it must advise the University in writing within the delays specified in Article 11.06.

#### **12.02**

Any Grievances submitted to arbitration shall be heard by a single arbitrator. If the Parties cannot agree on the choice of an arbitrator, one of the Parties may request that the arbitrator be designated by the Ministry of Labour, in conformity with the provisions of the Labour Code.

#### **12.03**

The arbitrator's bill, including fees and expenses, will be divided equally between the Parties.

#### **12.04**

The arbitrator's decision is enforceable and binding upon the University, 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 it is rendered.

#### **12.05**

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.

#### **12.06**

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

#### **12.07**

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 measure, a measure which, given the circumstances of the case, the arbitrator considers reasonable and just.

## **12.08**

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

## **12.09**

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

## **12.10**

Employees called upon to testify or represent the Union in arbitration are authorized to be away from work, without loss of Salary, for the time this testimony or representation requires. The University shall authorize the absence of a maximum of three (3) persons at the same time, including the grievor, for purposes of this clause.

## **12.11**

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

- the confession was signed in the presence of a representative of the Union; 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.

## **12.12**

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

## **ARTICLE 13 – DISCIPLINARY MEASURES**

### **13.01**

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

### **13.02**

When the University intends to impose a disciplinary measure on an Employee, it shall call a meeting with the Employee on this topic within thirty (30) working days of the occurrence of the facts upon which the measure is based, or within thirty (30) working days of the University's knowledge of these facts. The University shall advise the Employee of their right to be accompanied by a Union Representative.



### **13.03**

The Employee who decides to be accompanied must inform the University representatives prior to the meeting.

### **13.04**

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

### **13.05**

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

### **13.06**

A disciplinary measure of which the Employee never received a written copy cannot be submitted as evidence during arbitration.

### **13.07**

With regard to incidents that occur during the holiday season (this being between Christmas day and January 2, as defined by the University each year) that may lead to a disciplinary measure, the delays mentioned in article 13 will only commence as of the first working day following January 2.

## **ARTICLE 14 – POSTING, APPOINTMENTS AND REAPPOINTMENTS**

### **14.01**

All Research Associate positions must be posted prior to being filled. Positions will be posted at either the Departmental or Faculty level. The posting period shall be of at least five (5) working days.

### **14.02**

The posting shall include:

- Posting period
- Position title
- Brief description of duties
- Qualifications
- Name of the immediate Supervisor
- Work schedule
- Working hours
- Location of work
- Salary information

- Planned start and end date of appointment (if applicable)

#### **14.03**

Notwithstanding clause 14.01, the Research Director is not required to post a position when a current Research Associate is reappointed.

The appointment of Research Associates shall be made by the Research Director. The Research Director may appoint the person they determine best satisfies the qualifications and abilities required for the position.

#### **14.04**

The first appointment of all Research Associates shall be a Definite Term Appointment. Research Associates may be reappointed by the Research Director for additional Definite Term Appointments. The duration of any Definite Term Appointment is at the sole discretion of the Research Director.

#### **14.05**

Research Associates with five (5) years of continuous service in the same department shall be appointed for an Indefinite Term.

#### **14.06**

A hiring is confirmed by a letter of appointment containing the following information:

- Position title
- Work schedule
- Working hours
- Location of work
- Salary
- Start date
- End date (if applicable)

#### **14.07**

The continuation and renewal of a Research Associate appointment is contingent on acquiring and maintaining sufficient funding amongst other criteria.

#### **14.08**

The continuation and renewal of a Research Associate appointment is also contingent on the Employee acquiring and maintaining the credentials and/or qualifications deemed necessary for the appointment.

It may also be made contingent on acquiring and/or maintaining:

- a) Appropriate professional accreditation and/or
- b) An appointment in an Affiliated Health Institution;

In the event that the Research Associate fails to meet a condition provided for in this clause, their appointment will terminate:

four (4) weeks following loss of the accreditation, appointment in an Affiliated Health Institution, or qualifications;

OR

On the normal termination date of their appointment; whichever is the earlier.

## **ARTICLE 15 – PROBATIONARY PERIOD**

### **15.01**

The probationary period of a Research Associate is sixty (60) actual worked days starting from their original hiring date at the University.

When an Employee accepts a new appointment with a new immediate supervisor, they must start a new probationary period with their new immediate supervisor.

From the moment a Research Associate is hired, they are entitled to all the benefits provided for in the Collective Agreement, unless otherwise specified. However, in the case of termination, the probationary Employee does not have the right to the Grievance and arbitration procedures except where it is alleged that the termination was based on a discriminatory motive.

## **ARTICLE 16 – TERMINATION, AVAILABILITY LIST**

### **16.01 Notice of Termination**

1. The employment of Research Associates appointed to Definite Term Appointments who have successfully completed their probationary period but with less than one (1) year of continuous service may be terminated by the Departmental Chair by giving the Employee two (2) weeks written notice of termination or the equivalent pay in lieu of notice.
2. The employment of Research Associates appointed to Definite Term Appointments with one (1) year but less than three (3) years of continuous service may be terminated by the Departmental Chair by giving the Employee four (4) weeks written notice of termination or the equivalent pay in lieu of notice.
3. The employment of Research Associates appointed to Definite Term Appointments with three (3) years but less than five (5) years of continuous service may be terminated by the Departmental Chair by giving the Employee six (6) weeks written notice of termination or the equivalent pay in lieu of notice.
4. The employment of Research Associates with five (5) or more years of continuous service may be terminated by the Departmental Chair by giving the Employee eight (8) weeks written notice of termination or the equivalent pay in lieu of notice.

5. Sections 1, 2, 3 and 4 of this article do not apply to Research Associates:

- Whose letter of appointment states that their Definite Term Appointment is not subject to renewal; or
- Whose appointment is terminated for disciplinary reasons; or
- Whose appointment terminates in accordance with article 14.08.

### **16.02 Severance Pay**

1. Research Associates whose employment is terminated for reasons other than disciplinary reasons and:

(i) who are appointed to an Indefinite Term Appointment; or

(ii) who have held Definite Term Appointments for a continuous period of five (5) years or more;

shall be entitled to a severance payment equal to one month's Salary for each year of service, based on the average annual Salary they earned as a Research Associate in the past three (3) years, to a maximum payment of twelve (12) months.

2. Research Associates who have been appointed to successive Definite Term Part-Time Appointments for a continuous period of five (5) years or more shall qualify for severance payments pursuant to the present article.

3. The severance payment is conditional on the Research Associate's signature of the release agreement issued by the University related to their employment and the termination thereof.

### **16.03 Availability List**

A Research Associate who has two (2) or more years of continuous service may, up until the last day of their appointment (except if their employment was terminated for disciplinary reasons), inform their immediate supervisor with a copy to Human Resources (Employee Relations), that they would like to have their name placed on an Availability List (the "List"). Their name will remain on the List for a maximum period of six (6) months. Employees included on the List will keep and accumulate service for the duration of their inclusion on the List and:

(i) May elect to maintain their benefit coverage by paying both the University and Employee benefit contributions; and/or

(ii) May elect to continue to contribute to the University pension plan, in which case the Employee must pay both the University and Employee pension contributions.

At the end of the six (6) month period, an Employee who is eligible for severance and who was unable to secure employment as a Research Associate at the University within the 6 (six) month period that they were on the List, will receive severance pay in accordance with article 16.02 1. The service used to calculate severance will exclude the six (6) month period during which the Research Associate was on the List.

All postings for Research Associate positions shall be communicated to those on the List and Research Associates on appointment at the University, prior to the posting period, as per 14.01.

Article 14.01 will not apply when an Employee on the List is rehired within the six (6) month period by the person who was the Employee's Research Director when they placed their name on the List.

## **ARTICLE 17 – HEALTH AND SAFETY**

### **17.01**

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

### **17.02**

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

### **17.03**

The University will place first-aid kits in places easily accessible to the Employees.

### **17.04**

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

### **17.05**

If an Employee discovers a deviation from the safety rules, the Employee shall inform their immediate supervisor. If the problem is not resolved in a satisfactory manner, the case shall be submitted to the Departmental Safety Committee (or to the University Health and Safety Committee if a Departmental Committee does not exist), which will make, if necessary, recommendations to the area concerned for remedial action.

### **17.06**

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.

### **17.07**

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

### **17.08**

Employees that may face particular health risks may be required to undergo a medical examination. When such examination is required by law, the University will assume the cost of the examination. The examination will take place during regular working hours, without loss of regular Salary. A copy of the medical report will be given to the Employee by the physician.

### **17.09**

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

Employees who are members of the University Health and Safety Committee will be released from their regular duties without loss of Salary, benefits or privileges provided by the Collective Agreement for the purpose of attending regular Committee meetings.

### **17.10**

Nothing in this article can be interpreted as a renunciation by an Employee or the Parties as to their rights under the *Loi sur les accidents de travail et maladies professionnelles* (L.R.Q. c.A.-3.001) or the *Loi sur la santé et sécurité du travail* (L.R.Q. c.S-21).

## **ARTICLE 18 – REIMBURSEMENT OF EXPENSES**

### **18.01**

The reimbursement of travel and other expenses shall be made in accordance with the University's Policy on "Reimbursement of expenses", as amended from time to time.

### **18.02**

To be eligible for reimbursement, any employment-related expenses must be pre-authorized by the Employee's Supervisor.

### **18.03**

Reimbursements by the University shall be completed within forty (40) working days of submission of the expense report.

## ARTICLE 19 – REMUNERATION

### 19.01 Pay Rates

#### 1) Upon signature of the Collective Agreement:

A 1.5% economic increase will apply to the hourly pay rates of all Employees.

#### 2) June 1<sup>st</sup> 2014:

Employees will receive an hourly rate increase of 1.7% or have their hourly rate increased to \$22.75, whichever is greater.

#### 3) June 1<sup>st</sup> 2015:

##### a) Slotting process:

- i. Employees will be integrated into the new salary scale (below), by placing them at the step which is immediately higher than their hourly rate prior to June 1, 2015.
- ii. Special cases:
  - a) Employees whose hourly rate prior to June 1<sup>st</sup>, 2015 was less than \$24.19 will be slotted into step 1, unless that constitutes an increase of less than 1.7%, in which case they will be slotted into step 2.
  - b) Employees whose hourly rate prior to June 1, 2015 was equal to or greater than \$34.18 (red circled Employees) will receive an economic increase of 1.7%.

#### Salary scale:

Step	Salary Rate
1	\$24.19
2	\$24.79
3	\$25.41
4	\$26.05
5	\$26.70
6	\$27.37
7	\$28.05
8	\$28.75
9	\$29.47
10	\$30.21
11	\$30.97
12	\$31.74
13	\$32.53
14	\$33.35
15	\$34.18

b) Professional advancement increase:

- i. An employee evaluation will be completed before June 1<sup>st</sup>, 2015. Upon a successful employee evaluation, the Research Associate will receive an additional increase of one step for professional advancement purposes on June 1, 2015. Employee evaluations (the result of which can be a pass or fail) and the resulting impact on professional advancement increases is subject to appeal procedure to the Department Chair only and is not grievable.
- ii. Special cases:
  - a) Employees whose hourly rate prior to June 1, 2015 was less than \$24.19 are not eligible for a professional advancement increase;
  - b) Employees whose hourly rate prior to June 1, 2015 was equal to or greater than \$34.18 are not eligible for a professional advancement increase;
  - c) Employees whose hourly rate prior to June 1, 2015 was between \$33.35 and \$33.60 (inclusive) are not eligible for a professional advancement increase;
  - d) Employees whose hourly rate prior to June 1, 2015 was between \$33.61 and \$34.17 (inclusive) may receive a differential professional advancement increase up to 1.7% of their hourly rate prior to June 1, 2015.

**4) Discretionary bonus/increase:**

At the discretion of the Research Director, a signing bonus or a retention bonus may be given.

At the discretion of the Research Director, Associates may, in exceptional circumstances, be granted a rate increase superior to the increases specified above.

**19.02 Payment of Salary**

Payment of salaries for all Research Associates is made by direct deposit at the financial institution of their choice.

Starting January 2014 the Employees will receive their pay on Thursdays on a biweekly frequency; from the signature of the present Collective Agreement to the end of December 2013 the current payment frequency will be maintained.

**ARTICLE 20 – WORK HOURS AND OVERTIME**

**20.01**

A Full-time Employee will normally be required to work thirty five (35) or forty (40) hours per week.



**20.02**

An Employee will normally perform their work between the hours of 7 a.m. and 7 p.m.

**20.03**

An Employee will normally work on weekdays, Monday to Friday.

**20.04**

A normal work week for a Part-time Employee is less than thirty- five (35) hours.

**20.05**

Upon agreement between the Supervisor and the Employee, an Employee may perform their hours of work in a manner other than specified in 20.02 and 20.03. If the University will require an Employee to routinely work outside normal working hours as part of the researcher's job, this information must be specified in the job posting and/or letter of appointment.

**20.06**

All work done in excess of an Employee's regular weekly hours of work, thirty five (35) or forty (40) hours as applicable, shall be compensated in equivalent time off or in additional pay at the equivalent of the Employee's hourly rate. The choice between time off and additional pay is at the discretion of the Employee's Supervisor.

**20.07**

Notwithstanding article 20.06, all work done in excess of forty (40) hours per week, shall be compensated with time off at 1.5 times the number of hours worked or in pay at 1.5 times the equivalent of Employee's hourly rate.

**20.08**

All work done in excess of an Employee's regular working hours must be approved in advance by the Employee's Supervisor.

An Employee can bank a maximum of five (5) working days in time off at any time. Until the Employee takes one or more of their accumulated five (5) day in bank, the work done in excess of the Employee's regular working hours will be compensated in overtime pay. When the employment of a Research Associate is terminated or at the end of the Employee's contract, any accumulated time off shall be compensated at the applicable hourly rate.

The scheduling of accumulated time off shall be agreed upon with the Employee's Supervisor.

## **ARTICLE 21 – TEMPORARY ALTERNATE WORK ARRANGEMENTS**

### **21.01**

The University's procedures and guidelines pertaining to Temporary Alternative Work Arrangements (TAWA) apply to Research Associates. The University will inform the Union of any changes made to these procedures and guidelines. The University may amend these procedures and guidelines from time to time at its sole discretion.

The Research Director must authorize TAWA requests. Should the TAWA request be refused or the subject of disagreement, the matter cannot be grieved.

## **ARTICLE 22 – VACATION**

### **22.01**

Entitlement to an annual vacation with pay is acquired according to the uninterrupted service of the Employee, during the previous twelve (12) consecutive months. This period is known as the Reference Year. At McGill, the Reference Year runs from June 1 to May 31. The amount of annual vacation increases with length of service, according to the following:

#### **Continuous Service - Length of Vacation and Indemnity**

Less than one (1) year: paid vacation at the rate of one quarter (1/4) of a week for each complete month of service as of May 31<sup>st</sup>;

One (1) year but less than three (3) years of service as of May 31<sup>st</sup>: three (3) weeks of paid vacation per year;

Three (3) years but less than seven (7) years of service as of May 31<sup>st</sup>: four (4) weeks of paid vacation per year;

Seven (7) years or more of service as of May 31<sup>st</sup>: five (5) weeks of paid vacation per year;

Part-time Employees working less than thirty five (35) hours per week will be entitled to vacation time specified above. Payment of vacation taken is equivalent to the Employee's regular pay.

### **22.02**

Vacation may be divided into two periods, if the Employee so requests. Vacation may also be divided into more than two periods at the Employee's request, subject to the University's consent.

### **22.03**

The Supervisor may set the date of the vacation. However, the Employee must be informed of the date of the vacation at least four (4) weeks beforehand.

## **22.04**

Vacation earned during the previous Reference Year must be taken during the following Reference Year. Upon termination of employment, the University shall pay the Employee for any vacation they have earned but not taken. The Employee will receive the remuneration equivalent to the number of days to which they were entitled based on the length of service.

## **ARTICLE 23 – DESIGNATED PAID STATUTORY HOLIDAYS**

### **23.01**

The following days have been designated as paid holidays:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- La Fête Nationale
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- Three (3) additional days over the Christmas Period (as set out below)
- One (1) floating day to be taken during the University's Christmas break

### **23.02**

If a paid holiday falls on a Saturday or a Sunday, it will be moved to the nearest Friday or Monday, as determined by McGill policy.

### **23.03**

The dates of the six (6) paid holidays occurring during the Christmas period will be determined in accordance with the day of the week upon which Christmas falls, according to the following schedule:

If Christmas Day is a:	the paid holidays shall be:
Sunday	December 26, 27, 28, 29, 30 and January 2
Monday	December 25, 26, 27, 28, 29 and January 1
Tuesday	December 25, 26, 27, 28, 31 and January 1
Wednesday	December 25, 26, 27, 30, 31 and January 1
Thursday	December 25, 26, 29, 30, 31 and January 1
Friday	December 25, 28, 29, 30, 31 and January 1
Saturday	December 24, 27, 28, 29, 30, 31

## **23.04**

Research Associates working on a paid holiday as defined in article 23.01 are entitled to an indemnity or a compensatory leave at the University's choice. This leave must be taken in the three (3) weeks preceding or following the holiday, except in the case of la Fête Nationale.

## **23.05**

A Research Associate, who works on a paid holiday will be entitled to an indemnity equal to one (1) day of the Salary they normally earn, in addition to the payment for hours worked.

If one of the statutory holidays in clause 23.01 coincides with the Employee's vacation period, or on a day which is not part of their regular work schedule, the holiday will be deferred to a date agreed upon with the Employee's Supervisor.

## **ARTICLE 24 – SOCIAL LEAVE**

### **24.01**

An Employee who has completed sixty (60) actual worked days is entitled to the following leaves without loss of regular Salary or rights in accordance with the stipulations of this article.

For Part-time Employees, the payment of leaves in this article is granted on a pro rata basis.

### **24.02 Bereavement**

- a) An employee may be absent from work, with pay for:
  - i) five (5) consecutive working days in the event of the death of a Spouse or child, or the child of the Spouse.
  - ii) three (3) consecutive working days in the event of the death of a mother, father, or mother or father of the Spouse, or of a brother, sister, or brother or sister of the Spouse.
  - iii) two (2) consecutive working days in the event of the death of a grandparent or grandchild.
  - iv) one (1) working day in the event of the death of an aunt, uncle, nephew, niece, daughter-in-law or son-in-law.
- b) One additional day will be granted if the Employee must travel more than one hundred and sixty (160) kilometres from their place of residence to attend the funeral.
- c) When leave is granted, it must be taken within two (2) calendar weeks following the date of the death.

In the case of paragraph 24.02 a), the Employee may add to this leave a leave without pay, banked overtime and/or accumulated vacation, not exceeding fifteen (15) working days.

### **24.03 Marriage**

- a) An Employee will be entitled to five (5) working days of paid leave in the event of their marriage. The Employee may add to this leave a leave without pay, banked overtime and/or accumulated vacation, not exceeding fifteen (15) working days.
- b) An Employee shall be entitled to a paid leave on the day of the wedding of the Employee's father, mother, son, daughter, brother, sister or child of their Spouse.

### **24.04 Moving**

An Employee shall be entitled to one (1) day of paid leave per Reference Year for the purpose of moving to a new permanent residence.

### **24.05 Legal Duties**

- a) An Employee will be granted paid leave if the Employee is called for jury duty or to act as a witness in a legal proceeding in which the Employee is not a party. However, the Employee shall be required to remit to the University any pay received for the fulfillment of these duties. If such pay is greater than their regular Salary, the University will reimburse the difference to the Employee.
- b) An Employee will be granted paid leave if, in the course of their duties, the Employee is called upon to act as a witness in a legal proceeding in which the Employee is not a party.
- c) If the presence of an Employee is required in a civil, administrative, or penal court, in a legal proceeding in which the Employee is a party, the Employee shall be entitled to make use of any accumulated vacation, banked overtime and/or may apply for a leave without pay.
- d) When an Employee is required to be absent for one of the reasons provided for under this article, the Employee's Supervisor must be informed as soon as possible. Proof or certification of the facts must be provided by an Employee if required by their Supervisor.
- e) Social leaves will not be granted if they coincide with vacation or any other leave provided by the Collective Agreement, except for a leave provided for in clause 24.05 a) when an Employee is called upon to act as a witness in a legal proceeding in which the Employee is not a party but which pertains to University business.
- f) Unless stipulated otherwise, for the purposes of article 24.05 "one (1) day of leave" is a full period of twenty-four (24) hours.

### **24.06 Personal Leaves**

An Employee who is required to be absent from work for a valid personal reason, which is not covered by any other leave provided by the Collective Agreement, may be granted paid leave of a maximum of two (2) working days per financial year, without loss of Salary or rights.

#### **24.07 Absence for Family or Parental Reasons**

- a) An Employee may be absent from work, without pay, for ten (10) days per year to fulfil obligations relating to the care, health or education of the Employee's child or the child of the Employee's Spouse, or because of the state of health of the Employee's Spouse, father, mother, brother, sister or one of the Employee's grandparents.
- b) The leave may be divided into days. A day may also be divided if the Supervisor consents thereto.
- c) An Employee may be absent from work, without pay, for a period of not more than twelve (12) weeks over a period of twelve (12) months where the Employee must stay with their child, Spouse, the child of his Spouse, his father, his mother, the Spouse of his father or mother, his brother, his sister or one of his grandparents because of a serious illness or a serious accident.
- d) However, if a minor child of the Employee has a serious and potentially mortal illness, attested by a medical certificate, the Employee is entitled to an extension of the absence, which shall end at the latest one hundred and four (104) weeks after the beginning thereof.

#### **24.08**

Modalities, rights and obligations for matters related to the above-mentioned leaves in article 24.07 are the same as those set out in *An Act respecting Labour Standards*.

### **ARTICLE 25 – PARENTAL LEAVES**

#### **Maternity Leave**

##### **25.01**

An Employee shall obtain a Maternity Leave by written application to her research Supervisor. A copy of this request will be sent to Human Resources (Shared Services), and must be supported by a certificate from a legally qualified medical practitioner stating the fact of pregnancy and the expected date of delivery.

##### **25.02**

The Employee must specify in writing to her research Supervisor and to Human Resources (Shared Services), the dates of the intended Maternity Leave at least two (2) weeks prior to the date of commencement of the leave. The length of prior notice may be shorter if there is a certificate from a legally qualified medical practitioner stating that the Employee must leave her position sooner than expected. In this event, the Employee will be exempt from the formality of prior notice but will be required to provide the University with a medical certificate attesting to the fact that she was obliged to leave her position immediately.

##### **25.03**

The date of commencement of Maternity Leave shall be at the discretion of the Employee

concerned. However, if the Employee has not commenced her Maternity Leave at least six (6) weeks prior to the expected date of delivery, the University may require medical certification of the Employee's ability to continue working. If the Employee fails to provide such certification within eight (8) days from receipt of the written request, the University may immediately initiate the Maternity Leave.

#### **25.04**

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

#### **25.05**

Medical leave required as a result of legal or spontaneous abortion occurring before the twentieth (20<sup>th</sup>) week prior to the date of delivery will be treated as fully paid sick leave in the same manner as any other illness.

#### **25.06**

In the event of a stillbirth in or after the twentieth (20<sup>th</sup>) week prior to the expected date of delivery, the Employee's Maternity Leave will commence immediately and will end when twenty (20) weeks in total of Maternity Leave have elapsed.

#### **25.07**

Medical leave required prior to the expected date of delivery as a result of complications of pregnancy or due to danger of interruption of the pregnancy will be treated in the same manner as medical leave for any other illness and will be fully paid until the date of delivery, at which time maternity leave will commence.

#### **25.08**

If an Employee presents a certificate from a qualified medical practitioner stating that the working conditions of her job contain physical danger or risks of infectious disease for her or the unborn child, the University will attempt to temporarily relocate the Employee in an alternate position while continuing all the rights and privileges of her normal job. If the University is unable to transfer the Employee to a suitable alternate position, the Employee will be immediately granted a special paid leave until a suitable alternate position becomes available or until the date of delivery, at which time the regular Maternity Leave will commence. All benefits plans will be continued in respect of an Employee for the duration of such special paid leave.

#### **25.09**

If, before her Maternity Leave ends, an Employee presents a certificate from a qualified medical practitioner stating that, for the health of the child, it would be preferable that the mother not return to work at the end of the Maternity Leave, the Employee's Maternity Leave will be extended by up to six (6) weeks.

During this extension, the Employee will receive neither indemnity nor Salary.

## **25.10**

When a just born child is not in a state to leave the hospital or is hospitalized within fifteen (15) days of its birth, the Employee may interrupt her Maternity Leave and return to work. The leave can only be interrupted once. The Maternity Leave may then be resumed when the state of health of her baby is such that hospitalization is no longer required.

## **25.11**

An Employee shall be considered to be on paid leave during any absence for medical appointments related to her pregnancy.

## **Indemnities**

### **25.12**

An Employee who is eligible for the McGill benefit package, who has completed twenty (20) weeks of employment with the University and who is eligible for QPIP, shall be entitled to receive an indemnity payable until the end of the twentieth (20<sup>th</sup>) week of Maternity Leave. Such indemnity shall be determined for each pay period and will be equal to ninety-five percent (95%) of the Employee's regular Salary, reduced by the following amounts:

- (a) any Quebec Insurance Plan benefits (QPIP) which she will be or could be receiving. For the purposes of this item, any amounts subtracted from QPIP, interest, penalties and other amounts recoverable under the terms of the QPIP shall not be taken into account;
- (b) all of the normal payroll deductions which must be made or would have been made had it not been for the Maternity Leave.

### **25.13**

An Employee who is eligible for the McGill benefit package, who has completed twenty (20) weeks of employment with the University and who is not eligible for QPIP will be entitled to receive an indemnity payable until the end of the tenth (10<sup>th</sup>) week of Maternity Leave. Such indemnity will be equal to her regular Salary reduced by all of the deductions which must be made or would have been made had it not been for the Maternity Leave.

### **25.14**

All contributory benefits plans will be continued in respect of an Employee while she is receiving an indemnity under the terms of clauses 25.12 or 25.13.

### **25.15**

All indemnities received under the terms of clauses 25.12 or 25.13 will be adjusted to take into account any Salary increases in accordance with article 19.



## **25.16**

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

## **25.17**

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

## **25.18**

An Employee will accumulate service while on Maternity Leave, including any extensions granted under the terms of clauses 25.04 and 25.09, but excluding any extension granted under the terms of clause 25.20.

## **Return to Work**

### **25.19**

During the fourth (4th) week prior to expiry of an Employee's Maternity Leave, the University will send written notification of the date upon which her Maternity Leave will expire and notify her of the obligation to advise the University of her return to work under the terms of clause 25.20.

### **25.20**

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

### **25.21**

If the Employee fails to present herself for work at the expiry date of the four (4) week extension provided under clause 25.20, she will be deemed to have resigned and will be terminated accordingly.

### **25.22**

An Employee who wishes to return to work earlier than two (2) weeks following the date of delivery must first provide the University with a statement from a qualified medical practitioner attesting to her good health and ability to perform the work required.

### **25.23**

Upon her return to work at the end of her Maternity Leave, the Employee will be reinstated in the position she held when Maternity Leave commenced. If her job no longer exists, she will be

granted all of the rights and privileges she would have been accorded at the time her job was abolished had she been at work.

## **Adoption Leave**

### **25.24**

An Employee shall obtain an Adoption Leave by written application to their research Supervisor. A copy of this request must be sent to Human Resources (Shared Services), and must be supported by documentation evidencing the fact of adoption.

### **25.25**

This leave begins in the week during which the child is effectively put under the Employee's responsibility, or at any other time agreed with the University. However to fully benefit from QPIP, the leave must begin during the said week.

### **25.26**

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

### **25.27**

An Employee who legally adopts a child and who is not benefiting from the Adoption Leave available under clause 25.26 will be entitled to a paid leave of absence of a maximum duration of five (5) working days, two (2) of which are paid.

### **25.28**

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

### **25.29**

An Employee will accumulate service while on Adoption Leave, but excluding any extension granted under the terms of clause 25.32.

### **25.30**

An Employee who travels outside of Quebec in order to adopt a child, other than their Spouse's, is entitled to a leave of absence without pay of a maximum duration of ten (10) weeks, as necessary for travelling, or, as the case may be, until the child is effectively under their responsibility. The Employee who wishes to obtain such a leave should submit a written request to their research Supervisor, with a copy to Human Resources (Shared Services) at least two (2) weeks in advance.

## **Return to Work**

### **25.31**

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

### **25.32**

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

### **25.33**

An Employee who does not return to work at the expiry date of the four (4) week extension provided under clause 25.32 will be deemed to have resigned and will be terminated accordingly.

### **25.34**

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

### **25.35**

The Salary which the Employee will receive upon return to work, will be the Salary the Employee received when the leave commenced, increased by the amount of any Salary increases implemented during the course of the leave, in accordance with article 19.

## **Extended Parental Leave**

### **25.36**

An unpaid leave of a maximum duration of two (2) years will be granted to the Employee as an extension of a maternity leave, a paternity leave or an adoption leave.

### **25.37**

An Employee may obtain an Extended Parental Leave by written application to their research Supervisor at least two (2) weeks prior to the expiry of the Maternity, Adoption or Paternity Leave. A part-time Extended Parental Leave must be requested at least thirty (30) days in advance. A copy of this request must be sent to Human Resources (Shared Services).

### **25.38**

An Employee who does not take an Extended Parental Leave may have a part-time Extended Parental Leave of a maximum duration of two (2) years.

### **25.39**

In the case of a part-time Extended Parental Leave, the request must stipulate the arrangement of the leave for the position held by the Employee, unless there is an understanding to the contrary with the University. In the case of disagreement with the University, as regards the number of days per week, the Employee has the right to have up to two days and a half (2½) per week or the equivalent for a period up to two (2) years. After consultation with the Employee, the University determines the schedule of work. Notwithstanding what precedes, the Employee must work a minimum of fourteen (14) hours per week.

### **25.40**

For the duration of the Extended Parental Leave or part-time Extended Parental Leave, the Employee may, upon written request to the University at least thirty (30) days in advance, change one (1) time their Extended Parental Leave into a part-time Extended Parental Leave or vice versa, as the case may be, subject to any agreement with the University to the contrary.

### **25.41**

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

### **25.42**

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

### **25.43**

An Employee may elect to return to work prior to the anticipated expiry date of the Extended Parental Leave or part-time Extended Parental Leave upon presentation of prior written notice of at least thirty (30) days to their research Supervisor.

### **25.44**

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

### **25.45**

The Salary which the Employee will receive upon return to work, will be the Salary the Employee received when the leave commenced, increased by the amount of any Salary increase implemented during the course of the leave as per article 19.

## **25.46**

During an Extended Parental Leave, an Employee will accumulate service of the first twelve (12) months of the Extended Parental Leave. An Employee wishing to continue their benefits plans shall have indicated in writing prior to the commencement of the Extended Parental Leave which benefits plans they wish to continue for the duration of the Extended Parental Leave.

During the first fifty-two (52) week period, the Employee and the University will make their regular contributions payable under those plans. Beyond this period, the Employee shall pay the total cost of any benefits to be further continued.

## **25.47**

During a part-time Extended Parental Leave, an Employee will accumulate service pro-rated to the time actually worked in the first twelve (12) months of the part-time Extended Parental Leave. An Employee wishing to maintain full-time benefit coverage for the duration of the part-time Extended Parental Leave shall have indicated in writing prior to the commencement of the part-time Extended Parental Leave which benefits plans they wish to continue for the duration of the part-time Extended Parental Leave.

During the first fifty-two (52) week period, the Employee and the University will make their regular contributions payable under those plans. Beyond this period, the Employee shall pay the total cost of any benefits to be further continued.

## **Paternity Leave**

### **25.48**

An Employee whose Spouse gives birth will be entitled to a paid leave of absence of a maximum duration of five (5) working days. This leave may be interrupted but must take place between the delivery day and the fifteenth (15<sup>th</sup>) day following the return home of the mother or the baby.

An Employee is entitled to a paternity leave of not more than five (5) uninterrupted weeks without pay at the time of the birth of their child. This leave must be taken at the earliest in the week in which the child is born and end no later than fifty-two (52) weeks after the child's birth.

## **ARTICLE 26 – LEAVE WITHOUT PAY**

### **26.01**

In cases not provided for by other leaves, any Employee who for a valid reason, wishes to obtain an unpaid leave of absence, should submit a written request to their research Supervisor with a copy to Human Resources (Shared Services).

The leave without pay should not exceed twelve (12) months, except for parental leaves.

The leave application and the answer must be noted in writing.

All benefits plans of the Employee shall cease for the duration of the Employee's unpaid leave unless the Employee agreed, in writing, prior to commencing the leave, to pay the total cost of the benefits plans they wish to continue during the leave.

An Employee shall be considered to have resigned from their employment on the date on which the leave commenced:

- (a) if the Employee uses the leave of absence for reasons other than those for which the leave was granted, or
- (b) if the Employee does not return to work at the end of the leave, unless an authorization to extend the leave has been received, or unless the Employee is prevented from returning by forces beyond their control.

When an Employee returns to work, the University shall reinstate them in their previous regular employment, if it is still available.

An Employee who so requests in writing to the research Supervisor, with a copy to Human Resources (Shared Services), may be reinstated before the end of the unpaid leave of absence, upon reaching an agreement to that effect with their Supervisor. However, an Employee who has been on an Unpaid Leave of Absence for more than four (4) months shall be reinstated prior to the anticipated date of expiry of the leave upon presentation of prior written notice of at least twenty (20) working days. Such notice may be given any time after the beginning of the fourth (4th) month.

An Employee will not accumulate service while on a leave without pay for the purpose of vacation as per article 22. However, such unpaid leave shall not constitute a break in continuity of service.

## **ARTICLE 27 – GROUP PLANS OF THE UNIVERSITY**

### **27.01**

Research Associates are eligible for the following University Benefits Plans as amended from time to time; eligibility, membership and Employee contributions are defined in University policy in Administrative Handbook. Eligibility shall be determined using the standards for non-academic staff under the contributory benefits coverage policy.

- Group Life Insurance Plan
- Long-Term Disability Plan
- Pension Plan
- Supplemental Health Plan
- Dental Plan
  
- Short term disability Policy: The terms of the short term disability policy in place at the time of the signature of the Collective Agreement will continue to be offered to Employees and the terms will remain unchanged for the duration of the Collective Agreement

## **27.02**

The above-mentioned plans and policies with their amendments are an integral part of the Collective Agreement.

## **27.03**

The University may amend, reduce or rescind the above-mentioned benefits and/or benefits plan and/or benefits policies from time to time.

Before proceeding to any amendment concerning the level of benefits and premiums of the above-mentioned plans and policies, with the exception of the Pension Plan, the University will consult the Staff Benefits Advisory Committee.

The University will liberate one (1) Research Associate Union Representative to participate in the meetings of the Staff Benefits Advisory Committee.

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

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

The University will liberate one (1) AMURE Research Associate representative to participate in the Pension Plan meetings stipulated in clause 27.01. The Employees must advise their immediate supervisor of their absence, in writing, at least five (5) working days in advance, or as soon as the Employees have been notified of the meeting, with a copy to Human Resources (Employee Relations). The University will liberate such Employees one (1) day prior to the meetings to prepare.

## **ARTICLE 28 – WORK ACCIDENTS**

### **28.01**

- (a) In the case of a work-related accident or occupational disease covered by the "Act respecting Industrial Accidents and Occupational Diseases," the University shall pay the Employee's regular Salary less all regular deductions during first fifty-two (52) weeks of

disability, insofar as the Employee is eligible for income replacement indemnity according to the *Commission de la Santé et de la sécurité du travail (CSST)*. During the first fifty-two (52) week period of total disability, the indemnity granted by the CSST to the Employee shall be paid directly to the University.

- (b) At the appropriate time (normally, the tenth (10<sup>th</sup>) month of disability), the Employee must complete the University's eligibility forms for long-term disability benefits.
- (c) Following the first fifty-two (52) week period, if the Employee is still unable to return to work because of disability, all appropriate payments shall be paid directly by the CSST to the Employee in accordance with the applicable regulations.

## **ARTICLE 29 – TRAINING AND DEVELOPMENT**

### **29.01**

In compliance with its mission and existing regulations, the University will provide necessary training for its Employees and encourage them to participate in developmental activities.

All requests for participation in development and training programs shall be addressed to their Research Director. Approval of these requests is at the sole discretion of their Research Director.

## **ARTICLE 30 – EDUCATIONAL ASSISTANCE AND STAFF DEPENDANT TUITION WAIVER**

### **30.01**

The University Policies on Educational Assistance for administrative and support staff and Staff Dependent Tuition Waiver for administrative and support staff will apply to Research Associates who have completed sixty (60) actual worked days.

The two thirds (2/3) or more of the normal working hours of their position indicated in the above mentioned policies is equal to twenty five (25) hours for Research Associates.

The University may amend, reduce or rescind the above mentioned policies from time to time.

## **ARTICLE 31 – TECHNOLOGICAL CHANGE**

### **31.01**

The Research Director shall inform the Employee and the Union in writing at least one (1) month in advance when technological changes are made that could significantly affect the duties and/or working conditions of the Employee.



### **31.02**

When deemed required by the Research Director, the University agrees to offer Employees affected by technological change, the necessary training related to said change, at the employer's expense.

## **ARTICLE 32 – COPIES OF THE COLLECTIVE AGREEMENT**

### **32.01**

The University will make the text of the Collective Agreement available on-line and will provide the Union with twenty (20) printed copies of the Collective Agreement within thirty (30) working days of the signing of its official version.

### **32.02**

The Collective Agreement shall be printed in French and English. The French version is the official one.

## **ARTICLE 33 – DURATION OF THE COLLECTIVE AGREEMENT**

### **33.01**

The present Collective Agreement will come into force on the date it is signed, for a term of three (3) years and will expire on April 23, 2016. The Collective Agreement will not have a retroactive effect unless otherwise specified.

In witness whereof, the Parties have signed at Montreal this \_\_\_\_ day of \_\_\_\_\_ 2013.

**For McGill University:**

**For Association of McGill University  
Research Employees (AMURE)  
Public Service Alliance of Canada (PSAC)  
Research Associates:**

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Anthony C. Masi  
Provost, Office of the Provost

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Magali Picard  
Regional Executive Vice-President, Quebec  
AFPC/PSAC

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Lynne B. Gervais  
Associate Vice Principal, Human Resources

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Jean-Michel Fortin  
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Robert Comeau  
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