

MEMORANDUM OF AGREEMENT
RENEWING THE COLLECTIVE AGREEMENT
BETWEEN
MCGILL UNIVERSITY
(HEREINAFTER THE "UNIVERSITY")
AND
ASSOCIATION OF MCGILL UNIVERSITY
RESEARCH EMPLOYEES (AMURE)
—
PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)
RESEARCH ASSOCIATES AND RESEARCH ASSISTANTS
(HEREINAFTER THE "UNION")
(COLLECTIVELY, THE "PARTIES")

The present Memorandum of Agreement renews the Collective Agreement between the Parties, which expired on May 30, 2021.

Unless otherwise specified, all modifications to the Collective Agreement come into effect on the date of signature of the Collective Agreement.

This Agreement is also conditional upon the Union presenting and obtaining a favorable vote from its membership on the tentative agreement.

1. Term of the Collective Agreement

The Collective Agreement comes into effect on the date of its signature and shall remain in effect until May 29, 2027.

2. Rates of pay

Pay increase date:

- a) The June 1, 2023 salary scales for Research Associates, Research Assistants level 2 (former Regular Research Assistants) and Research Assistants level 1 and the minimum rate of pay for Student Research Assistants, as outlined in article 19.02, will be implemented no later than the first pay date following sixty (60) working days of the signature of the Collective Agreement;

- b) Salary rate changes for employees that are active at the date of the signing of the collective agreement and that are eligible for a salary increase on June 1, 2023 as outlined in article 19.02, will be implemented no later than the first pay following sixty (60) working days of the signature of the Collective Agreement.

Eligibility for retroactivity:

- c) June 1, 2021:
Research Associates and Research Assistants level 2 (former Regular Research Assistants) that are active on the date of the signature of the collective agreement and that held a Research Associate or Regular Research Assistant position on June 1, 2021 will be granted one step increase (2.5%) for that period;
- d) June 1, 2022:
Research Associates and Research Assistants level 2 (former Regular Research Assistants) that are active on the date of the signature of the collective agreement and that held a Research Associate or Regular Research Assistant position on June 1, 2022 will be granted one step increase (2.5%) for that period;
- e) Research Associates and Research Assistants level 2 (former Regular Research Assistants) that are active on the date of the signature of the collective agreement and that are at the maximum of their salary scale or above the maximum of their salary scale on June 1, 2021 or on June 1, 2022 will receive a lump sum amount equivalent to 2% of their salary earned for hours worked for the periods of June 1, 2021 to May 31, 2022 and June 1, 2022 to May 31, 2023;
- f) Former Casual Research Assistants will be granted a lump sum amount of their salary earned for hours worked in the position of Casual Research Assistant equivalent to 2% for the periods of June 1, 2021 to May 31, 2022 and June 1, 2022 to May 31, 2023 respectively, subject to the following criteria:
 - a. Active on the date of signature of the collective agreement in a position covered under AMURE bargaining unit for Research Associates and Research Assistants and:
 - b. Held a Casual Research Assistant position during the periods of June 1, 2021 to May 31, 2022 or June 1, 2022 to May 31, 2023;
- g) Retroactive payments to eligible employees will be processed within ninety (90) working days of the signature of the collective agreement and will be paid on the pay date that follows the processing date;
- h) Retroactive payments for Research Associates and Research Assistants level 2 (former Regular Research Assistant) will be pensionable amounts and subject to McGill University pension plan provisions.

Required employee information:

- i) Employees must ensure that their mailing addresses and Canadian bank account information are updated in the HR system (Workday).

3. **Modifications to the text of the Collective Agreement**

The Parties have reached agreements and modified the texts of the Collective Agreement; these agreements and modifications to the texts of the Collective Agreement are reproduced in Appendix “A” of this memorandum of agreement, page number 4 to page number 52, hereto.

The parties will collaborate with each other to finalize the bilingual version of the attached documents in appendix A of this memorandum of agreement.

IN WITNESS WHEREOF, the authorized representatives of the Parties have signed in Montreal, Québec on the days below in May, undertaking to present the tentative agreement to their respective principals for ratification.

FOR THE UNIVERSITY
Diana Dutton
Associate Vice-Principal, Human Resources



On 16 May 2023

Francis Desjardins
Director, Employee and Labour Relations



On 15 May 2023

FOR THE UNION
Sean Cory
President, AMURE



On 12 May 2023

Jennifer Garvey
Union Advisor, Public Service Alliance of Canada
(PSAC)



On 12 May 2023

Craig Mandato
~~Chair~~, Department of Anatomy and Cell Biology



On 15 May 2023

David Alan Stephens, Vice Dean, Faculty of
Science



On 15 May 2023

Laurent Mydlarski, Professor, Department of
Mechanical Engineering



On 15 May 2023

Preeya Bissoonauth
Associate Director Human Resources, Faculty of
Arts



On 15 May 2023

Sharon Sharma
Senior Labour Advisor
Employee and Labour Relations



On 15 April 2023

Dimitra Koinis
Senior Labour Advisor
Employee and Labour Relations

Isabelle Mackrous
Research Associate
Member of bargaining committee



On May 12, 2023

Francesca Montagna
Research Assistant
Member of bargaining committee



On May 12 2023

Karen Ross
Research Assistant
Member of bargaining committee



On May 12 2023

Sneha Shankar
Research Associate
Member of bargaining committee



On May 12 2023

DKoinis

On 15 May 2023

Appendix A

Article 1 – status quo

Article 2 – status quo

Article 3 – status quo

Article 4 – status quo

Article 5

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 ~~Research Assistant:~~

~~Is an Employee hired to perform work in the context of carrying out research activities and whose duties and tasks may include, but are not limited to, the performance of clerical, laboratory or technical tasks.~~

Research Assistant 1

Under the supervision of the Research Supervisor and under the technical guidance of the Research Assistant 2, the Research Assistant 1:

- conducts research projects using established protocols, processes and procedures .
- Possesses subject matter expertise acquired through a Bachelor's Degree and has a minimum of 2 years of relevant experience to the research project, or academic research experience may be deemed equivalent.
- May be hired on a full time or part time or casual basis

5.04 ~~5.03~~ Regular Research Assistant:

~~Is an Employee with a Masters, or equivalent degree. The Regular Research Assistant may be hired on a full-time or part-time basis.~~

Research Assistant 2:

Reporting to the Research Supervisor, the Research Assistant 2:

- assists the Research Supervisor in conducting research projects using established protocols with minimal or no supervision.
- possesses specialized knowledge of the field or discipline acquired through a Master's Degree.
- may be hired on a full time, part time or casual basis

5.05 ~~Casual~~ Student Research Assistant:

~~Is normally a student in good standing appointed by the Employer to work as a Research Assistant. The Casual Research Assistant~~ **that** is normally a student registered at the undergraduate level or higher. **The Student Research Assistant may be hired on a full-time, part-time or on a casual basis however** their principal objective remains the successful completion of their studies.

5.XX Casual employee

Refers to the status of an employee that is required to work as needed and does not hold a regular or fixed schedule.

5.06 to 5.11 – Status quo

5.12 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;~~

means either of two persons who:

(a) are married or in a civil union and cohabiting;

(b) being of opposite sex or the same sex, are living together in a de facto union and are the father and mother of the same child;

(c) are of opposite sex or the same sex and have been living together in a de facto union for one year or more;

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.XX Promotion

Is the movement of an employee to a higher level position, such as a movement from Research Assistant 2 to Research Associate.

5.13 to 5.22 - Status quo

ARTICLE 6 – HARASSMENT, SEXUAL HARASSMENT AND DISCRIMINATION

6.01

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 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 Employer 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.~~ **any conduct of a sexual nature towards another member of the University community where sexual activity is made an explicit or implicit term or condition of an individual's employment; or, is used as a basis for an employment affecting an individual; or any conduct of a sexual nature towards another the effect of which impairs that person's work where it is known or ought to be known that the conduct is unwelcome.**

~~Sexual harassment means any repeated and unwanted or imposed sexual advance which can be verbal, written, iconographic or through body language. A single serious incident of such behaviour that has a lasting harmful effect may also constitute harassment.~~

6.06

The parties are subject to, among others, the University "Policy Against Sexual Violence" **and the "Policy on Harassment and Discrimination"**.

6.07

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.

6.08

The Employee who believes that they were subject to Harassment or Discrimination may file a complaint pursuant to the Employer's policies or file a grievance in accordance with the Grievance procedure set out in the Collective Agreement.

An Employee filing a grievance after the completion of the complaint process under the University Policy on Harassment and Discrimination must do so in accordance with article 11.04 of the Collective Agreement.

The date that the Employee is informed in writing of the outcome of the investigation shall be the date applied in the calculation of deadlines as per Article 11.04.

Any grievance relating to psychological or sexual harassment shall be filed within the deadline provided for in the Act Respecting Labour Standards.

6.09

On receipt of a complaint of harassment or discrimination or a report of sexual violence from or involving an Employee, the Employer will advise the Employee of their right to Union representation.

~~6.07~~ 6.10

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

Status quo

ARTICLE 8 – INTELLECTUAL PROPOERTY, CONDUCT OF RESEARCH AND INFORMATION SYSTEMS

8.01

Intellectual property is governed by the University's ~~"Policy on Intellectual Property"~~ policies, **namely the "Policy on Copyright" and the "Policy on Inventions and Software."**

8.02

Research conducted by **Employees** will be subject to the University's "Regulations on the Conduct of Research" **as well as other applicable University regulations relating to research.**

8.03

The Employer agrees to use information and/or surveillance systems in compliance with the policies and protocols of the University and the applicable laws.

The Union and the employees agree to comply with the policies and protocols of the University and the applicable laws governing the use of information and/or surveillance systems.

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 Employer in writing of the names of its designated representatives and their function within the Union. The Employer 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 Employer will make the text of the Collective Agreement available on-line in a readable format and will provide the Union with a sufficient number of copies of the Collective Agreement within thirty (30) working days of the signing of its official version.

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

9.04

Upon hiring a new Employee, the Employer 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

The Employer shall provide the Union, on a monthly basis, a list of all ~~current~~ Employees. ~~The list will also include, with the exception of casual Employees, a list of newly hired Employees and a list of all Employees who are no longer employed with the Employer.~~ Where available, these lists shall contain, for each Employee, their:

- a) Name
- b) Employee Number
- c) Employee status i.e. (Full-time **or**, Part-time, Casual)
- d) Position title
- e) Work address, building name and code
- f) E-mail address (**work and personal if available**)
- g) Date originally hired
- h) Start and end date of contract
- i) Faculty/department
- j) Hours worked,**
- k) hourly wage**
- l) Total Salary for the period (**including earnings from sick days, holidays**)
- m) Home address
- n) Telephone number
- o) Gender
- p) Preferred language (EN/FR)**
- q) Employee's supervisor**

These lists shall be provided in useable electronic format.

9.06

When the Employer 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 Employer 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 Employer, 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 Employer'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 Employer 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.

Any fees, taxes or other charges from external agencies, Government or Municipality will be at the Union's charge. **The Union will sign a Right of Use Agreement with McGill for the office space allocated to them (see Appendix XY for Right of Use Agreement).** The Employer retains the right to change the location of the Union office depending on its own needs. ~~The Union will sign a lease with the Employer for the office space allocated to them.~~

9.11 TO 9.15 STATUS QUO

9.16

All Union liberation time which has been approved, as specified in the Collective Agreement, will be paid by the Employer as if it was worked time. The base salary and benefits are included in the cost of liberation time.

The Employer will assume the cost of liberation time up to an annual amount of **fifty-six thousand dollars (\$56,000)**. If the total cost of liberation time is less than **fifty-six thousand dollars (\$56,000)** in a Reference Year, the Employer will pay the unused amount to the Union at the end of the Reference Year. The reimbursement of payment of liberation time in excess of the **fifty-six thousand dollars (\$56,000)** will be borne by the Union and will be paid to the University.

The invoicing of Union liberation time will be done by the Employer on a quarterly basis and the payment by the Union will be done within thirty (30) days from receipt of the invoice.

ARTICLE 10 – STATUS QUO

ARTICLE 11 – GRIEVANCE

11.01

Decisions related to an Employee's student status including, but not limited to, admission, re-evaluation of a course grade and discipline for academic misconduct cannot be submitted to the grievance or arbitration procedure of the present Collective Agreement.

11.02

The Employer 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:

11.03 Initial Discussion

The parties support an informal problem-solving process. It is recommended that any Employee with a problem concerning the application of the present Collective Agreement which could give rise to a Grievance **should** discuss it **first** 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. **It is not necessary for an Employee, a group of Employees or the Union to complete the Initial Discussion Step before filing a grievance under 11.04.**

11.04 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 one hundred twenty (120) 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 and the article(s) of the Collective Agreement 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.

The Departmental Chair shall respond in writing to the Grievance to the Employee with a copy to the Union Representative within twenty-five (25) working days of receipt of the Grievance.

11.05 Step 2:

If the Departmental Chair does not respond within the 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.

11.06

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.

11.07

A Grievance that has not been resolved at Step 2 must be referred to arbitration **within the delays specified in article 12.01.** ~~a maximum of thirty (30) working days following Human Resources' response or, if no response was given within 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.

11.08

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.

~~All delays mentioned in Article 11 are suspended from June 24 to Labour Day (inclusive) and from December 25 to January 2 (inclusive).~~

11.09

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.

11.10

A Grievance resulting from the application of any of the following 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

11.11

The grievances submitted directly to step 2 as per article 11.10 must be filed within ninety (90) working days of the occurrence of the facts that gave rise to the Grievance.

11.12

Employer grievances shall be submitted within thirty (30) working days of the knowledge of the facts that gave rise to the Grievance. However, the Grievance must always be filed no later than one hundred twenty (120) working days after the occurrence of the fact on which the Grievance is based.

11.13

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

A Grievance that has not been resolved at Step 2 under article 11.05 can be referred to arbitration. ~~The Union must notify the Employer, in writing, of the referral of the Grievance to arbitration within a maximum of thirty (30) working days following Human Resources' response or, if no response was given within forty (40) working days from the filing of Grievance at Step 2.~~ The Union will have one hundred and twenty (120) calendar days from the date of Human Resources (Employee Relations)'s response at Step 2 or from the expiry of the delay for the response at Step 2 to refer the grievance to arbitration by either:

- **Submitting a formal request to the Québec Ministry of Labour to appoint an arbitrator to the grievance or;**
- **Appointing an arbitrator that has been agreed upon by the Union and the Employer;**

~~If the Union wishes to submit a Grievance to arbitration, it must advise the Employer in writing within the delays specified in Article 11.07.~~

The parties may continue discussions to find a mutually satisfactory solution to the Grievance or disagreement after it has been referred to arbitration.

12.02 – 12.13 STATUS QUO

ARTICLE 13 – DISCIPLINARY MEASURES

REST OF ARTICLE 13 STATUS QUO

~~13.07~~

~~All delays are suspended from June 24 to Labour Day (inclusive) and from December 25 to January 2 (inclusive) for the purpose of determining deadlines in respect to disciplinary measures.~~

ARTICLE 14 – POSTING, APPOINTMENTS AND REAPPOINTMENTS

14.01 Research Associates, ~~Regular~~ Research Assistant 1 and Research Assistant 2 positions on a full-time or part-time basis

14.01.01

All Research Associates, and ~~Regular~~ Research Assistants 1 hired on a full time or on a part time basis and Research Assistants 2 positions hired on a full time or on a part time basis must be posted prior to

being filled. Positions will be posted **on the Human Resources careers website** at either the ~~Departmental or Faculty~~ level. The posting period shall be of at least five (5) working days.

When the positions of Research Assistant 1 and Research Assistant 2 are required on a casual basis, posting is at the discretion of the department.

~~Contingent on the new HRIS implementation schedule, the Employer will render available a centralized posting tool. The postings will be accessible to candidates on the internet.~~

~~When the implementation of a centralized posting tool is completed, the positions of Research Associates and Regular Research Assistants will only be required to be posted on the centralized posting tool.~~

~~Until the implementation of a centralized posting tool, the postings mentioned in article 14.01.01 will be emailed to Research Associates and Regular Research Assistants.~~

14.01.02

The posting of Research Associate, and ~~Regular~~ **Research Assistants 1 & Research Assistant 2** positions shall include:

- Posting and expiry dates of the posting
- Position title
- Brief description of duties
- Qualifications
- Name of the immediate Supervisor
- **Status (full-time, part-time)**
- Work schedule
- Working hours
- Work location
- Salary information
- Planned start and end dates of appointment ~~(if applicable)~~
- **A statement informing the applicant that the position is covered by the Association of McGill University Research Employees (AMURE) collective agreement.**

14.01.03

The appointment and reappointment of Research Associates, and ~~of Regular~~ **Research Assistants 1 hired on a full time or on a part time basis and Research Assistant 2 hired on a full time or on a part time basis** shall be made by the Research Director. The Research Director may appoint or reappoint the person they determine best satisfies the qualifications and abilities required for the position.

14.01.04

The first appointment of all Research Associates, and ~~of all Regular~~ **Research Assistants 1 hired on a full time or on a part time basis and Research Assistants 2 hired on a full time or on a part time basis** shall be a Definite Term Appointment. Research Associates, and ~~Regular~~ **Research Assistants 1 hired on a full time or on a part time basis & Research Assistants 2 hired on a full time or on a part time basis** may be reappointed by the Research Director for additional Definite Term Appointments **or an Indefinite term appointment**. The duration of any Definite Term Appointment is at the sole discretion of the Research Director.

14.01.05

Research Associates and ~~Regular~~ Research Assistants **1 hired on a full time or on a part time basis & Research Assistants 2 hired on a full time or on a part time basis** with five (5) years of continuous service in the same department shall be appointed for an Indefinite Term.

14.01.06

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

- Name of the Employee
- Position title
- **Employment status (part-time or full time)**
- Description of the general research area or topic
- Work schedule
- Working hours
- Work location
- Hourly pay rate
- Start date
- End date (if applicable)
- Statement that the position is covered by the AMURE Collective Agreement and **a weblink to the online address where the Collective Agreement is available.**
- **AMURE welcome flyer (see APPENDIX X).**

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

The Employee must sign and return their employment contract to the Employer before their first day of work. The completed electronic Union membership form must be submitted directly to the Union.

~~The Employer will provide all Employees with the Union membership form before starting their appointment.~~

~~The Employee must sign and return their membership form to the unit of the Research Director before starting their appointment. The completed membership form may alternatively be returned directly to the Union.~~

~~Within thirty (30) days of the beginning of the appointment, the unit of the Research Director will send the Union the completed and returned membership form. The unit of the Research Director is not responsible for contacting Employees regarding any unreturned membership forms.~~

A copy of an employee's ~~employment contract~~ **letter of appointment** will be sent to the Union upon request within ten (10) days.

14.01.07

The continuation and renewal of a Research Associate or a ~~Regular~~ Research Assistants **1 hired on a full time or on a part time basis & Research Assistants 2 hired on a full time or on a part time basis** appointment is contingent on acquiring and maintaining sufficient funding amongst other criteria.

14.01.08

The continuation and renewal of a Research Associate or a ~~Regular~~ **Research Assistants 1 hired on a full time or on a part time basis & Research Assistants 2 hired on a full time or on a part time basis** 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:

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

In the event that a Research Associate or a ~~Regular~~ **Research Assistants 1 & Research Assistants 2** 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 earlier.

14.02 - CASUAL STUDENT RESEARCH ASSISTANTS AND RESEARCH ASSISTANTS HIRED ON CASUAL BASIS

14.02.01

~~Casual~~ **Student Research Assistant positions and Research Assistant positions hired on a casual basis** will not necessarily be posted. The decision to post a position is entirely at the discretion of the Research Director.

14.02.02

The continuation and renewal of a ~~Casual~~ **Student Research Assistant appointment and a Research Assistant position hired on a casual basis** are contingent on acquiring and maintaining sufficient funding amongst other criteria.

14.02.03

The Research Director is responsible for the selection and appointment of ~~Casual~~ **Student Research Assistant and Research Assistant positions hired on a casual basis**.

14.02.04

In all cases, the Research Director will select the ~~Casual~~ **Student Research Assistant and the Research Assistant hired on a casual basis** that they determine best satisfies the qualifications and abilities required for the position.

14.02.05

The Research Director shall determine the hours allocated to an appointment and shall inform the Employee at the same time of the duties to be performed. This must be communicated to the Employee prior to the signature of the letter of appointment. All letters of appointment shall be signed before the work begins.

14.02.06

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

- Name of the Employee
- Position title

- Work schedule or estimated number of hours for the assignment (whichever is applicable)
- Work location (if applicable)
- Hourly pay rate
- Start date
- End date (if applicable)
- Statement that the position is covered by the AMURE Collective Agreement and **a weblink to the online address where the Collective Agreement is available.**
- **AMURE welcome flyer (see APPENDIX X).**

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

The Employee must sign and return their employment contract to the Employer before their first day of work. The completed electronic Union membership form must be submitted directly to the Union.
~~The Employer will provide all Employees with the Union membership form before starting their appointment.~~

~~The Employee must sign and return their membership form to the unit of the Research Director before starting their appointment. The completed membership form may alternatively be returned directly to the Union.~~

~~Within thirty (30) days of the beginning of the appointment, the unit of the Research Director will send the Union the completed and returned membership form. The unit of the Research Director is not responsible for contacting Employees regarding any unreturned membership forms.~~

A copy of an employee's **letter of appointment** ~~employment contract~~ will be sent to the Union upon request within ten (10) days.

14.02.07

When the Employer cancels an appointment prior to the start date: the Employer shall, at its discretion, either offer the Employee an equivalent appointment or pay the Employee one week's wages in lieu of notice. An Employee cannot refuse such an equivalent appointment.

ARTICLE 15 – PROBATIONARY PERIOD

15.01

The probationary period of all newly hired **Employees** ~~Research Associates and of all newly hired Research Assistants~~ is sixty (60) actual worked days.

When an Employee accepts a new appointment with a new immediate supervisor, they must complete the residual portion of their probationary period and start a new probationary period of forty (40) actual worked days with their new immediate supervisor.

For any given appointment, the probationary period must not exceed sixty (60) actual worked days. From the moment an **Employee** ~~Research Associate and a Research Assistant~~ 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 and of Research Assistants 1 & Research Assistants 2 appointed to Definite Term Appointments~~ **Employees** who have successfully completed their probationary period but ~~with~~ **have** less than one (1) year of continuous service may be terminated by the Research Director 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 and of Research Assistants 1 & Research Assistants 2 appointed to Definite Term Appointments~~ **Employees that have with** one (1) year but less than three (3) years of continuous service may be terminated by the Research Director 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 and of Research Assistants 1 & Research Assistants 2 appointed to Definite Term Appointments~~ **Employees that have with** three (3) years but less than five (5) years of continuous service may be terminated by the Research Director 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 and of Research Assistants 1 & Research Assistants 2 appointed to Definite Term Appointments~~ **Employees that have with** five (5) or more years of continuous service may be terminated by the Research Director 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 ~~The employment of Research Associates and of Research Assistants 1 & Research Assistants 2 appointed to Definite Term Appointments~~ **Employees:**
 - 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 14.01.08.
6. **Where possible, the Employer will notify the Employee, in writing, of the renewal of their appointment at least two weeks prior to the end date of their appointment as stated in their offer letter of employment.**

16.02 Severance Pay

16.02.01 Research Associates

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 Employer related to their employment and the termination thereof.

16.02.02 **Research Assistants 1**

1. Research Assistants **1** 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 Assistant **1** in the past three (3) years, to a maximum payment of twelve (12) months.
2. Research Assistants **1** 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 Assistant's signature of the release agreement issued by the Employer related to their employment and the termination thereof.

16.02.03 **Research Assistants 2**

2. **Research Assistants 2** whose employment is terminated for reasons other than disciplinary reasons and:
 - (iii) who are appointed to an Indefinite Term appointment; or
 - (iv) 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 Assistant **2** in the past three (3) years, to a maximum payment of twelve (12) months.
2. **Research Assistants 2** 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 Assistant's signature of the release agreement issued by the Employer related to their employment and the termination thereof.

16.03 Availability List

A Research Associate or a ~~Regular~~ Research Assistant **1** or **Research Assistant 2** who has two (2) or more years of continuous service in their respective position 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 the Availability List of either Research Associates or ~~Regular~~ Research Assistants **1 & Research Assistants 2** (the "Lists"). Their name will remain on the List applicable to their position for a maximum period of six (6) months. Employees included on a List will keep and accumulate service for the duration of their inclusion on a List and may elect to maintain their benefit coverage by paying both the University and Employee benefit 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 or as a ~~Regular~~ Research Assistant **1 or Research Assistant 2** at the University within the 6 (six) month period that they were on a List, will receive severance pay in accordance with article 16.02.01 or 16.02.02. The service used to calculate severance will exclude the six (6) month period during which the Research Associate or ~~Regular~~ Research Assistant **1 or Research Assistant 2** was on a List.

~~Until the implementation of a centralized posting tool, the postings mentioned in article 14.01.01 will be communicated to Research Associates and Regular Research Assistants included on a List. Afterwards, Postings are will be made accessible to Research Associates, and Regular Research Assistants 1 and Research Assistant 2 included on a the List, via the University's Human Resources careers website. on the same basis as other employees.~~

Article 14.01 will not apply when an Employee on a 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 a List.

ARTICLE 18 – STATUS QUO

ARTICLE 19 – REMUNERATION

19.01 Promotion

If an Employee is promoted to a higher level position, they will be placed in at least the step that is closest to but not less than the Employee’s current hourly rate of pay in their previous position.

19.02 Rates of pay

At the signature of the collective agreement, the pay rates of Research Associates, Research Assistants 1 and Research Assistants 2 will be integrated into their respective salary scales as per the tables below.

Step	RESEARCH ASSOCIATES					
	June 1, 2021	June 1, 2022	June 1, 2023	June 1, 2024	June 1, 2025	June 1, 2026
1	\$ 28.44	\$ 28.44	\$ 31.20	\$ 32.60	\$ 33.96	\$ 35.37
2	\$ 29.16	\$ 29.16	\$ 31.98	\$ 33.41	\$ 34.81	\$ 36.26
3	\$ 29.89	\$ 29.89	\$ 32.79	\$ 34.26	\$ 35.69	\$ 37.17
4	\$ 30.64	\$ 30.64	\$ 33.62	\$ 35.13	\$ 36.60	\$ 38.12
5	\$ 31.41	\$ 31.41	\$ 34.46	\$ 36.00	\$ 37.50	\$ 39.05
6	\$ 32.18	\$ 32.18	\$ 35.31	\$ 36.89	\$ 38.43	\$ 40.02
7	\$ 32.98	\$ 32.98	\$ 36.19	\$ 37.81	\$ 39.39	\$ 41.02
8	\$ 33.82	\$ 33.82	\$ 37.11	\$ 38.76	\$ 40.38	\$ 42.05
9	\$ 34.66	\$ 34.66	\$ 38.03	\$ 39.73	\$ 41.39	\$ 43.10
10	\$ 35.52	\$ 35.52	\$ 38.98	\$ 40.73	\$ 42.42	\$ 44.18
11	\$ 36.41	\$ 36.41	\$ 39.96	\$ 41.74	\$ 43.49	\$ 45.30
12	\$ 37.33	\$ 37.33	\$ 40.94	\$ 42.77	\$ 44.56	\$ 46.41
13	\$ 38.26	\$ 38.26	\$ 41.97	\$ 43.85	\$ 45.68	\$ 47.58
14	\$ 39.22	\$ 39.22	\$ 43.04	\$ 44.95	\$ 46.83	\$ 48.77
15	\$ 40.20	\$ 40.20	\$ 44.11	\$ 46.08	\$ 48.01	\$ 50.00
16			\$ 45.22	\$ 47.24	\$ 49.22	\$ 51.26
17			\$ 46.34	\$ 48.41	\$ 50.44	\$ 52.53
18			\$ 47.51	\$ 49.63	\$ 51.70	\$ 53.85
19			\$ 48.69	\$ 50.87	\$ 53.00	\$ 55.19
20			\$ 49.92	\$ 52.15	\$ 54.33	\$ 56.58

RESEARCH ASSISTANT 2						
Step	June 1, 2021	June 1, 2022	June 1, 2023	June 1, 2024	June 1, 2025	June 1, 2026
1	\$ 28.44	\$ 28.44	\$ 30.00	\$ 30.75	\$ 31.44	\$ 32.15
2	\$ 29.15	\$ 29.15	\$ 30.75	\$ 31.52	\$ 32.23	\$ 32.96
3	\$ 29.89	\$ 29.89	\$ 31.53	\$ 32.32	\$ 33.05	\$ 33.79
4	\$ 30.64	\$ 30.64	\$ 32.33	\$ 33.14	\$ 33.89	\$ 34.65
5	\$ 31.40	\$ 31.40	\$ 33.13	\$ 33.96	\$ 34.72	\$ 35.50
6	\$ 32.18	\$ 32.18	\$ 33.95	\$ 34.80	\$ 35.58	\$ 36.38
7	\$ 32.99	\$ 32.99	\$ 34.80	\$ 35.67	\$ 36.47	\$ 37.29
8	\$ 33.82	\$ 33.82	\$ 35.68	\$ 36.57	\$ 37.39	\$ 38.23
9	\$ 34.66	\$ 34.66	\$ 36.57	\$ 37.48	\$ 38.32	\$ 39.18
10	\$ 35.53	\$ 35.53	\$ 37.48	\$ 38.42	\$ 39.28	\$ 40.16
11	\$ 36.42	\$ 36.42	\$ 38.42	\$ 39.38	\$ 40.27	\$ 41.18
12	\$ 37.32	\$ 37.32	\$ 39.37	\$ 40.35	\$ 41.26	\$ 42.19
13	\$ 38.26	\$ 38.26	\$ 40.36	\$ 41.37	\$ 42.30	\$ 43.25
14	\$ 39.22	\$ 39.22	\$ 41.38	\$ 42.41	\$ 43.36	\$ 44.34
15	\$ 40.20	\$ 40.20	\$ 42.41	\$ 43.47	\$ 44.45	\$ 45.45
16	\$ 41.21	\$ 41.21	\$ 43.48	\$ 44.57	\$ 45.57	\$ 46.60
17	\$ 42.24	\$ 42.24	\$ 44.56	\$ 45.67	\$ 46.70	\$ 47.75
18	\$ 43.30	\$ 43.30	\$ 45.68	\$ 46.82	\$ 47.87	\$ 48.95
19	\$ 44.38	\$ 44.38	\$ 46.82	\$ 47.99	\$ 49.07	\$ 50.17
20	\$ 45.50	\$ 45.50	\$ 48.00	\$ 49.20	\$ 50.31	\$ 51.44

RESEARCH ASSISTANT LEVEL 1				
Step	June 1, 2023	June 1, 2024	June 1, 2025	June 1, 2026
1	\$ 28.50	\$ 29.21	\$ 29.87	\$ 30.54
2	\$ 29.21	\$ 29.94	\$ 30.62	\$ 31.31
3	\$ 29.95	\$ 30.70	\$ 31.40	\$ 32.10
4	\$ 30.71	\$ 31.48	\$ 32.20	\$ 32.92
5	\$ 31.47	\$ 32.26	\$ 32.98	\$ 33.73
6	\$ 32.25	\$ 33.06	\$ 33.80	\$ 34.56
7	\$ 33.06	\$ 33.89	\$ 34.65	\$ 35.43
8	\$ 33.90	\$ 34.74	\$ 35.52	\$ 36.32
9	\$ 34.74	\$ 35.61	\$ 36.40	\$ 37.22
10	\$ 35.61	\$ 36.50	\$ 37.32	\$ 38.15
11	\$ 36.50	\$ 37.41	\$ 38.26	\$ 39.12
12	\$ 37.40	\$ 38.33	\$ 39.20	\$ 40.08
13	\$ 38.34	\$ 39.30	\$ 40.19	\$ 41.09
14	\$ 39.31	\$ 40.29	\$ 41.19	\$ 42.12
15	\$ 40.29	\$ 41.30	\$ 42.23	\$ 43.18

On June 1, 2023, 2024, 2025 and 2026

Upon successful evaluation, Research Associates, Research Assistants 1 and Research Assistants 2, will receive a professional advancement increase which is equivalent to one (1) step on June 1st 2023, 2024, 2025 and 2026 respectively. Employees who are not granted a professional advancement increase will stay on the same step of the applicable salary scale on June 1st 2023, 2024, 2025 and 2026.

Notwithstanding the above, Research Associates, Research Assistants 1 and Research Assistants 2 that are paid at the maximum of their salary scale will remain at the highest step of their respective salary scale for that year.

Research Associates, Research Assistants 1 and Research Assistants 2 that are paid above the maximum of their respective salary scale for a given year will receive a lump sum payment of their salary earned in the prior reference year (pensionable) ~~equivalent to the economic increase applied to the salary scales~~ as follows:

June 1, 2023: 2.5%

June 1, 2024: 2.5%

June 1, 2025: 2.25%

June 1, 2026: 2.25%

The lump sum payments will be made on the same dates as the annual increases.

19.04 Retroactive payments

~~Professional advancement increases, step increases, slotting, economic increases and lump sum payments as described above and in Appendix X will be granted retroactively to all Employees currently employed at the University on the date of signature of the collective agreement.~~

Eligibility for increases

~~Upon successful evaluation, a step increase, professional advancement increase or lump sum payment on June 1 of 2023, 2024, 2025 and 2026 may will only be granted to Research Associates and Regular Research Assistants 1 and Research Assistants 2 who started working in their position by December 31st of the previous year. have successfully completed six (6) months of service as of the date of the step increase, professional advancement increase or lump sum payment.~~

~~For eligible Research Associates and Regular Research Assistants 1 and Research Assistants 2, an employee evaluation will be completed before June 1 of 2023, 2024, 2025 and 2026 of 2019 and 2020. Upon a successful employee evaluation, Research Associates and Regular Research Assistants 1 and Research Assistants 2 will receive a professional advancement increase of one (1) step on their respective salary scale.~~

Employee evaluations (the result of which can be a pass or a fail) and the resulting impact on professional advancement increases are subject to an appeal procedure to the Department Chair only and are not grievable.

Scale changes

Any pay scale change to a job category resulting from future pay equity maintenance (i.e. after the signature of the collective agreement) will not result in any change to the pay scales applicable to any other job categories that are not impacted by pay equity.

19.05 Minimum pay rates applicable to ~~Casual~~ **Student** Research Assistants

On June 1st of each year, a Student Research Assistant will receive an economic increase as outlined in the table below or the new minimum rate, whichever is greater.

	June 1, 2023	June 1, 2024	June 1, 2025	June 1, 2026
Economic increase		2.5%	2.25%	2.25%
Minimum Hourly Rate	\$17.75	\$ 18.19	\$18.60	\$19.02

The vacation indemnity is equal to 4% or 6%, as defined in Article 22.06, and the holiday indemnity is 3.6% as defined in article 23.06.

19.XX Special incentive amounts

A Research Director may, with the approval of the Departmental Chair, offer an incentive amount upon hiring of an **Employee**. ~~Research Associate or upon hiring of a Regular Research Assistant.~~

A Research Director may, with the approval of the Departmental Chair, offer an incentive amount for retention purposes to an **Employee**. ~~Research Associate or to a Regular Research Assistant.~~

A Research Director may, in exceptional circumstances and with the approval of the Departmental Chair, grant an increase superior to the increase specified in article 19.01. Such increase must coincide with a step and be granted on the same dates as the increases specified in article 19.01.

19.XX Payment of Salary

Status quo

ARTICLE 20 – WORK HOURS AND OVERTIME

20.01

A Full-time Employee ~~Research Associate or Regular Research Assistant~~ will normally be required to work **between** thirty five (35) ~~or~~ **and** forty (40) hours per week.

20.02

An Employee ~~Research Associate or Regular Research Assistant~~ will normally perform their work between the hours of 7 a.m. and 7 p.m.

20.03

An Employee ~~Research Associate or Regular Research Assistant~~ will normally work on weekdays, Monday to Friday.

20.04

A normal work week for a Part-time Employee ~~Research Associate or Part-time Regular Research Assistant~~ 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 Employer 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 working hours must be approved in advance by the Employee's Supervisor.

If performed at the Supervisor's request, all work done in excess of an Employee's regular weekly hours of work, **as specified in 20.01**, ~~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

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) days 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 or a Regular Research Assistant 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.

20.09

Working hours for ~~Casual~~ **Student Research Assistants and Research Assistants hired on a casual basis** will be determined by the letter of appointment or by mutual agreement between the Research Director and the **Employee**. ~~Casual Research Assistant~~. Articles 20.01 to 20.08 inclusively do not apply to ~~Casual~~ **Student Research Assistants and Research Assistants hired on a casual basis**.

20.10 SUMMER FRIDAYS

Research Associates and Research Assistants 1 hired on a full time or part time basis & Research Assistants 2 that are hired on a part time or full time basis are eligible to Summer Fridays as follows:

a) Summer Fridays are scheduled as follows:

When June 24 falls on:	The nine (9) Summer Fridays will be scheduled on:			The Christmas Summer Friday will be scheduled on:
Monday	June 21 June 28	July 5 July 12 July 19 July 26	August 2 August 9 August 16	Thursday, January 2
Tuesday	June 23 June 30	July 11 July 18 July 25	August 1 August 8 August 15 August 22	Friday, January 2
Wednesday	June 26	July 3 July 10 July 17 July 24 July 31	August 7 August 14 August 21	Thursday, December 24
Thursday	June 25	July 2 July 9 July 16 July 23 July 30	August 6 August 13 August 20	Thursday, December 23
Friday	June 27	July 4 July 8 July 15 July 22 July 29	August 5 August 12 August 19	Friday, December 23
Saturday	June 22 June 29	July 7 July 14 July 21 July 28	August 4 August 11 August 18	Tuesday, January 2
Sunday	June 22 June 29	July 6 July 13 July 20 July 27	August 3 August 10 August 17	Monday, December 24

- b) Where the work of the department requires the attendance of an Employee on that day, the summer Friday should be rescheduled at a later date that is agreed upon between the Supervisor and the Employee. It is preferable that the day be rescheduled on the following Monday.
- c) When an Employee takes vacation during the summer schedule, any Friday that falls into the vacation period will not count as a "vacation" day.
- d) When it is necessary for an Employee to work on a Summer Friday, compensating time off or overtime pay on a straight time basis should be arranged.
- e) Research Assistants 1 & Research Assistants 2 that are hired on a part time basis will be entitled to Summer Fridays on a pro-rated basis.
- f) In the event that an Employee is absent on sick leave (STD or LTD), leave without pay, parental leave or maternity or paternity leave during the summer Friday period, compensating time off will not be granted for the summer Fridays that occurred during the leave.

Student Research Assistants and Employees hired on a casual basis are not eligible to Summer Fridays.

ARTICLE 21 – TEMPORARY ALTERNATIVE WORK ARRANGEMENTS

21.01

The Employer's procedures and guidelines pertaining to Temporary Alternative Work Arrangements (TAWA) apply to Research Associates and ~~Regular~~ Research Assistants **1 hired on a full time or part time basis & Research Assistants 2 hired on a full time or part time basis**. The Employer will inform the Union of any changes made to these procedures and guidelines. The Employer 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

Articles 22.01, 22.02, 22.03, 22.04 and 22.05 only apply to Research Associates and ~~Regular~~ Research Assistants 1 hired on a full time or a part time basis and Research Assistants 2 hired on a full time or a part time basis.

22.01

Status quo

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 Employer'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 Employer 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.

22.05

The Research Director will determine and approve the dates of vacation of the Employee.
~~Articles 22.06 and 22.07 are only applicable to Casual Research Assistants.~~

22.06

a) Research Assistants 1 and Research Assistants 2 that are hired on a casual basis are entitled to a vacation indemnity calculated as follows on the gross wages:

CONTINUOUS SERVICE	INDEMNITY
Less than 3 years	6%
3 years to 7 years	8%
More than 7 years	10%

The percentage is added to the hourly rate of pay provided in article 19.

b) All Student Research Assistants are entitled to a vacation indemnity calculated as follows on the gross wages:

CONTINUOUS SERVICE	INDEMNITY
Less than 3 years	4%
3 years or more	6%

The percentage is added to the hourly rate of pay provided in article 19.

22.07

Over and above their regular hourly rate of pay, Student Research Assistants and Research Assistants that are hired on a casual basis will receive, on each pay, the applicable percentage for their vacation indemnity.

22.08

An Employee who is unable to take their annual vacation as a result of sickness, accident or work accident suffered prior to the start of their vacation, may delay their vacation to a later period within the reference year. However, the Employee must advise their Supervisor of the fact as soon as possible and provide justification for the postponement of their vacation. Upon agreement with their immediate Supervisor, the Employee may postpone their vacation period until the end of their incapacity or to a later date agreed upon with their immediate Supervisor but in all cases within the reference year. Any Employee who is hospitalized due to an illness or accident, which occurred during their vacation, may postpone the remainder of their vacation, upon agreement with their immediate Supervisor, either to the end of their incapacity, or to a later date agreed upon with their immediate Supervisor.

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 scheduled during the University's Christmas break as outlined in article 20.10a)

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: Dec 26, 27, 28, 29, 30, and Jan 2
- Monday: Dec 25, 26, 27, 28, 29, and Jan 1
- Tuesday: Dec 25, 26, 27, 28, 31, and Jan 1
- Wednesday: Dec 25, 26, 27, 30, 31, and Jan 1
- Thursday: Dec 25, 26, 29, 30, 31, and Jan 1
- Friday: Dec 25, 28, 29, 30, 31, and Jan 1
- Saturday: Dec 24, 27, 28, 29, 30, 31

23.04

Research Associates, Research Assistants 1 that are hired on a full time or on a part time basis or Research Assistant 2 that are hired on a full time or on a part time basis working on a paid holiday as defined in article 23.01 are entitled to an indemnity or a compensatory leave at the Employer'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

Research Associates, Research Assistants 1 hired on a full time or on a part time basis or Research Assistant 2 hired on a full time or on a part time basis, 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 falls 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.

23.06

For **Employees that are hired on a casual basis** ~~Casual Research Assistants~~, 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 19.

ARTICLE 24 – SOCIAL LEAVE

24.01

A Research Associate, or a ~~Regular~~ Research Assistant **1 hired on a full time or part time basis, or a Research Assistants 2 hired on a full time or part time basis**, 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 Research Associates or ~~Regular~~ **part-time** Research Assistants **1 or part-time Research Assistants 2**, 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 **or civil union**. 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 Employer any pay received for the fulfilment of these duties. If such pay is less than their regular Salary, the Employer 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.

- g) 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, **including for reasons specified in article 24.08, or for other personal reasons which are not covered by a leave provided in the Collective Agreement** ~~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 Reference year, without loss of Salary or rights.

24.07

For ~~usual~~ **Student Research Assistants and Research Assistants 1 hired on a casual basis**, the modalities, rights and obligations for matters related to the leaves mentioned in article 24.01 to 24.06 inclusively, are those established in the *Act respecting Labour standards*.

24.08

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~~ **of relative (as defined in section 79.6.1 of the Labour Standards Act) or a person for whom the Employee acts as a caregiver as attested by a professional working in the health and social services sector and governed by the Professional Code.**

- 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)~~ **sixteen (16)** weeks over a period of twelve (12) months where the Employee must stay with **relative (as defined in section 79.6.1 of the Labour Standards Act) or a person for whom the Employee acts as a caregiver as attested by a professional working in the health and social services sector and governed by the Professional Code because of a serious illness or a serious accident.** ~~their child, their Spouse, the child of their Spouse, their father, their mother, the Spouse of their father or mother, their brother, their sister or one of their 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.

Modalities, rights and obligations for matters related to the above-mentioned leaves in article 24.08 are the same as those set out in the *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 **within a shorter time** ~~sooner than expected~~. In this event, the Employee will be exempt from the formality of prior notice but will be required to provide the Employer 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 Employer 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.~~

The maternity leave may commence sixteen (16) weeks prior to the expected date of delivery and will end four (4) weeks after the actual delivery or when twenty (20) weeks of total maternity leave have elapsed, whichever is the latter.

25.05

Medical leave required as a result of a **termination of pregnancy** ~~legal or spontaneous abortion~~ occurring before the twentieth (20th) week prior to the **expected** date of delivery **may be eligible for the short-term disability plan under the applicable terms and conditions.** ~~will be treated as fully paid sick leave in the same manner as any other illness.~~

25.06

In the event of a **termination of pregnancy** ~~stillbirth~~ in or after the twentieth (20th) 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

An employee requiring a 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 **may be eligible for the short term disability plan under the applicable terms and conditions** ~~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 Employer 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.

25.12

An Employee who is eligible for the **University McGill Benefits Plans package**, who has completed twenty (20) weeks of employment with the Employer and who is eligible for QPIP, shall be entitled to receive an indemnity payable until the end of the twentieth (20th) 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 Parental 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 University McGill Benefits Plans package**, who has completed twenty (20) weeks of employment with the Employer and who is not eligible for QPIP will be entitled to receive an indemnity payable until the end of the tenth (10th) 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 Employer will send written notification of the date upon which her Maternity Leave will expire and notify her of the obligation to advise the Employer 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 Employer 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 Employer. However, to fully benefit from QPIP, the leave must begin during the said week.

25.26

An Employee who is eligible for the **University McGill Benefits Plans package** 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 (4th) week prior to the expiry date of an Employee's Adoption Leave, the Employer 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.

Parental and 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.~~

The father and the mother of a newborn child and an Employee who adopts a child are entitled to a parental leave without pay of a maximum duration of sixty-five (65) weeks. The leave shall end no later than seventy-eight (78) weeks after the child's birth or, in the case of an adoption, after the child was entrusted to the employee (the "Parental Leave").

In addition, following the end of the Parental Leave, the parents of a newborn child and an Employee who adopts a child are entitled to an extended parental leave without pay which will end no later than 104 weeks after the child's birth or adoption (the "Extended Parental Leave").

25.37

An Employee may obtain a **Parental or** 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 **Parental leave or 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 a **Parental Leave or** an Extended Parental Leave may have a part-time **Parental Leave or part-time** Extended Parental Leave, **the cumulated duration of which shall not exceed two (2) years.** ~~of a maximum duration of two (2) years.~~

25.39

~~In the case of a part-time Extended Parental Leave,~~ **The request for a part time Parental Leave or part time Extended Parental Leave** must stipulate the arrangement of the leave for the position held by the Employee, unless there is an understanding to the contrary with the Employer. In the case of disagreement with the Employer, 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 Employer 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 **Parental Leave, the Extended Parental Leave, the part-time 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 **Parental Leave, the Extended Parental Leave, the part-time Parental Leave or 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 (4th) week prior to the expiry date of an Employee's **Parental Leave or** Extended Parental Leave, the Employer will send the Employee notification of the date upon which the leave will expire.

25.42

The Employee must give the Employer written notice of the intention to return to work not less than two (2) weeks prior to the end of the **Parental Leave or** Extended Parental Leave. Should the Employee fail to provide such notice or fail to return to work at the expiry date of the **Parental Leave or** 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 **Parental Leave**, **Extended Parental Leave**, **the part-time 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 **Parental Leave**, **Extended Parental Leave**, **the part-time Parental Leave** or part-time **Extended Parental Leave** the Employer 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 **Parental Leave** or **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 **Parental and the Extended Parental Leave** which benefits plans they wish to continue for the duration of the ~~Extended Parental Leave~~.

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

25.47

During a **part time Parental Leave and** 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 Parental Leave and the** part-time **Extended Parental Leave** shall have indicated in writing prior to the commencement of the ~~part-time Extended Parental Leave~~ Leave which benefits plans they wish to continue for the duration of the ~~part-time Extended Parental~~ leave.

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

Paternity Leave Leave for the spouse

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 (15th) day following the return home of the mother or the baby.

Paternity leave

25.49

An Employee is entitled to a paternity leave of not more than five (5) ~~uninterrupted~~ **consecutive** weeks without pay ~~upon-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)~~ **seventy-eight (78)** weeks after the child's birth.

In some situations, at the request of the Employee and if the Employer agrees, this leave may be split into weeks.

ARTICLE 26 – STATUS QUO

ARTICLE 27 – GROUP PLANS OF THE UNIVERSITY

27.01

Research Associates and **Research Assistants 1 hired on a full time or part time basis and Research Assistants 2** ~~Research Assistants hired on a full time or on a part time basis~~ 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 the Personnel Policies and Procedures for Non-Unionized, Non- Academic Staff. 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

Without limiting the generality of the foregoing, the Incidental Illness Policy does not apply to Research Associates and to Research Assistants.

ARTICLE 28 – STATUS QUO

ARTICLE 29 – TRAINING AND DEVELOPMENT

29.01

In compliance with its mission and existing regulations, the Employer 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 DEPENDENT TUITION WAIVER

30.01

The University's ~~Policy is on~~ "Educational Assistance **policy (administrative and support staff)**" and **the University's "Staff dependent tuition waiver policy (academic, and admin & support staff)"**

~~Staff Dependent Tuition Waiver for administrative and support staff will apply to Research Associates, and Regular Research Assistants 1 hired on a full time or part time basis and Research Assistants 2 hired on a full time or part time basis 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) **weekly** hours for Research Associates, ~~and Regular~~ Research Assistants **1 hired on a full time or part time basis and Research Assistants 2 hired on a full time or part time basis.**

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

ARTICLE 31 – STATUS QUO

ARTICLE 32 – DURATION OF THE COLLECTIVE AGREEMENT

32.01

The present Collective Agreement will come into force on the date it is signed and will expire on ~~May 30, 2024.~~ **May 29, 2027.** The Collective Agreement will not have a retroactive effect unless otherwise specified.

APPENDIX B

LETTER OF AGREEMENT

BETWEEN

McGill University

(hereinafter the “**Employer**”)

AND

The Association of McGill Research Employees – Public Service Alliance of Canada (AMURE- PSAC) for
Research Assistants and Research Associates

(Hereinafter the “**Union**”)

(hereinafter collectively referred to as the “**Parties**”)

WHEREAS the Parties have agreed to the introduction of the position of Research Assistant 1 during the negotiations for the renewal of the Collective Agreement;

WHEREAS the Parties have agreed to the position title change of Regular Research Assistant to Research Assistant 2 during the negotiations of the renewal of the Collective Agreement;

WHEREAS the Parties agree to the following process to integrate current employees into the Research Assistant level 1 and Research Assistant level 2 positions;

THE PARTIES HAVE AGREED TO THE FOLLOWING:

1. The preamble forms an integral part of this **Agreement**;
2. Within 60 working days of the signing of the collective agreement, the Employer will implement the positions of Research Assistant level 1 and Research Assistant level 2 in the Human Resources System;
3. Within 30 working days of the implementation of the Research Assistant level 1 position the Employer will review the current list of Casual Research Assistants (Appendix A) to determine which employees will be reclassified to the position of Research Assistant level 1 and if their position will be full-time, part-time, or casual, or will remain in the position of Casual Research Assistant, if applicable;
4. The Employer will provide the Union with the list of employees in Appendix A and their respective classification and status change, if applicable, by no later than **DATE (which will be 45 working days from the implementation of the RA1 & RA2 positions in paragraph 2)**;

5. The Union will have until DATE to raise any issues related to the list with the classification of employees;
6. The Employer will process all changes in classification by no later than DATE (which is 30 working days from DATE in paragraph 4) and such changes will have no retroactive effect;
7. Within 30 working days of the implementation of the new position title of Research Assistant level 2, the Employer shall process the position title change of employees with the former Regular Research Assistant position title to the position title of Research Assistant level 2;
8. No employee shall suffer a decrease in salary, status or classification as a result of the creation and implementation of the positions of Research Assistant level 1 and Research Assistant level 2;
9. The Parties hereby acknowledges that, before having signed the present Agreement, they had sufficient time to revise the terms and conditions contained therein;
10. The Parties have expressly required that the present Agreement be drafted in the English language. *Les parties ont expressément exigé que la présente Entente soit rédigée en anglais.*

APPENDIX C

MEMORANDUM OF AGREEMENT

RENEWING THE COLLECTIVE AGREEMENT

BETWEEN

MCGILL UNIVERSITY
(HEREINAFTER THE "UNIVERSITY")

AND

ASSOCIATION OF MCGILL UNIVERSITY
RESEARCH EMPLOYEES (AMURE)

–

PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)

RESEARCH ASSOCIATES AND RESEARCH ASSISTANTS

(HEREINAFTER THE "UNION")

(COLLECTIVELY, THE "PARTIES")

The present Memorandum of Agreement renews the Collective Agreement between the Parties, which expired on May 30, 2021.

Unless otherwise specified, all modifications to the Collective Agreement come into effect on the date of signature of the Collective Agreement.

This Agreement is also conditional upon the Union presenting and obtaining a favorable vote from its membership on the tentative agreement.

4. Term of the Collective Agreement

The Collective Agreement comes into effect on the date of its signature and shall remain in effect until May 29, 2027.

5. Rates of pay

Pay increase date:

- j) The June 1, 2023 salary scales for Research Associates, Research Assistants level 2 (former Regular Research Assistants) and Research Assistants level 1 and the minimum rate of pay for Student Research Assistants, as outlined in article 19.02, will be implemented no later than the first pay date following sixty (60) working days of the signature of the Collective Agreement;

- k) Salary rate changes for employees that are active at the date of the signing of the collective agreement and that are eligible for a salary increase on June 1, 2023 as outlined in article 19.02, will be implemented no later than the first pay following sixty (60) working days of the signature of the Collective Agreement.

Eligibility for retroactivity:

- l) June 1, 2021:
Research Associates and Research Assistants level 2 (former Regular Research Assistants) that are active on the date of the signature of the collective agreement and that held a Research Associate or Regular Research Assistant position on June 1, 2021 will be granted one step increase (2.5%) for that period;
- m) June 1, 2022:
Research Associates and Research Assistants level 2 (former Regular Research Assistants) that are active on the date of the signature of the collective agreement and that held a Research Associate or Regular Research Assistant position on June 1, 2022 will be granted one step increase (2.5%) for that period;
- n) Research Associates and Research Assistants level 2 (former Regular Research Assistants) that are active on the date of the signature of the collective agreement and that are at the maximum of their salary scale or above the maximum of their salary scale on June 1, 2021 or on June 1, 2022 will receive a lump sum amount equivalent to 2% of their salary earned for hours worked for the periods of June 1, 2021 to May 31, 2022 and June 1, 2022 to May 31, 2023;
- o) Former Casual Research Assistants will be granted a lump sum amount of their salary earned for hours worked in the position of Casual Research Assistant equivalent to 2% for the periods of June 1, 2021 to May 31, 2022 and June 1, 2022 to May 31, 2023 respectively, subject to the following criteria:
 - a. Active on the date of signature of the collective agreement in a position covered under AMURE bargaining unit for Research Associates and Research Assistants and:
 - b. Held a Casual Research Assistant position during the periods of June 1, 2021 to May 31, 2022 or June 1, 2022 to May 31, 2023;
- p) Retroactive payments to eligible employees will be processed within ninety (90) working days of the signature of the collective agreement and will be paid on the pay date that follows the processing date;
- q) Retroactive payments for Research Associates and Research Assistants level 2 (former Regular Research Assistant) will be pensionable amounts and subject to McGill University pension plan provisions.

Required employee information:

- r) Employees must ensure that their mailing addresses and Canadian bank account information are updated in the HR system (Workday).

6. **Modifications to the text of the Collective Agreement**

The Parties have reached agreements and modified the texts of the Collective Agreement; these agreements and modifications to the texts of the Collective Agreement are reproduced in Appendix "A" of this memorandum of agreement, page number 4 to page number 52, hereto.

The parties will collaborate with each other to finalize the bilingual version of the attached documents in appendix A of this memorandum of agreement.

IN WITNESS WHEREOF, the authorized representatives of the Parties have signed in Montreal, Québec on the days below in May, undertaking to present the tentative agreement to their respective principals for ratification.

APPENDIX D

RIGHT OF USE AGREEMENT

BETWEEN

THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING/ MCGILL UNIVERSITY, corporations duly constituted and having their principal office at 845 Sherbrooke Street West, in the City and District of Montreal, Province of Quebec, represented by *****,
(hereinafter referred to as "RIAL" or the "Employer")

AND

ASSOCIATION OF MCGILL UNIVERSITY RESEARCH EMPLOYEES (AMURE) – PUBLIC SERVICE ALLIANCE OF CANADA (PSAC) RESEARCH ASSISTANTS & RESEARCH ASSOCIATES,
(hereinafter referred to as the "Union")

WHEREAS the Union and the Employer have entered into a Collective Agreement having a term beginning _____ and expiring _____
(hereinafter the "Collective Agreement");

WHEREAS section 9.10 of the Collective Agreement provides:

"Subject to the availability of space resources, the Employer 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.

Any fees, taxes or other charges from external agencies, Government or Municipality will be at the Union's charge. The Union will sign a Right of Use Agreement with McGill for the office space allocated to them (see Appendix D for Right of Use Agreement). The Employer retains the right to change the location of the Union office depending on its own needs."

WHEREAS the parties wish to enter into a Right of Use Agreement to formalize the Union's current occupation of the space located at address Montreal (hereinafter the "Building")

NOW THEREFORE THE PRESENT AGREEMENT WITNESSES:

1. PREMISES

Subject to conditions set forth herein, the University agrees to give the Union the right to use the space comprising room **TBD** located in the Building, as described in the plan attached hereto as Appendix 1 (hereinafter referred to collectively as the "Premises") for its use during the term of the Collective Agreement. The Union shall also have access to the shared common areas of the Building which areas include the washrooms, kitchen, meeting space and space for a Union photocopier.

The Union accepts the Premises "as is", "where is", and acceptable for the purposes described in Clause 2 and meets the terms of section 9.10 of the Collective Agreement.

Nothing in the present Agreement shall constitute the grant or the possession, or a transfer of real rights or a real right of ownership or part thereof, susceptible of registration, acquisition, or prescription against RIAL or the Employer. The Union shall not register the present Agreement.

2. FUNDAMENTAL CONDITION

It is a fundamental condition of this Agreement that notwithstanding the term of this Agreement, and subject to ninety (90) days' written notice, the Union shall vacate the Premises, at the request of the Employer, should the Employer deem it necessary, in its sole discretion, to use the Premises for other University purposes, including the disposition of the Building. Should such action be deemed necessary by the Employer, in its sole discretion, this Agreement shall terminate without any further obligations by the Employer. Should the Employer identify the existence of available space on University property in the vicinity of Downtown Campus responding to section 9.10 of the Collective Agreement, the Employer shall offer such space to the Union on terms to be negotiated between the Parties. The Employer will inform the Union of the exact location of such space as soon it is identified. Where available, the Employer shall offer a space accessible to persons with mobility limitations.

3. OBLIGATIONS OF UNION

The Union:

3.1 shall be responsible for all telephone service (installation and service), internet charges that may be applicable and security services above those provided by the University at clause 5.4 hereof arising out of the occupancy of or the conduct of activities and operations within the Premises and the cost of replacement of keys or Lenel cards to the Building and Premises above the number provided by the University. Pricing information is provided in the following KB articles on the NCS website:

Wired Network

<http://kb.mcgill.ca/kb/?ArticleId=1213&source=article&c=12&cid=2#tab:homeT>

[ab:crumb:8:artId:1213:src:article](http://kb.mcgill.ca/kb/?ArticleId=1213&source=article&c=12&cid=2#tab:homeT)

Telephony

<http://kb.mcgill.ca/kb/?ArticleId=1210&source=article&c=12&cid=2#tab:homeT>

[ab:crumb:8:artId:1210:src:article](http://kb.mcgill.ca/kb/?ArticleId=1210&source=article&c=12&cid=2#tab:homeT)

3.2 shall, subject to clauses 3.4 and 5.2 below, be responsible for the costs of interior Premises redecoration, furnishings, renovations, and alterations, including all repairs resulting from the negligence or misuse of the Premises by Union, visitors, or persons admitted to the Premises by the Union; not make any physical alterations to the Premises without the prior written consent of the Employer through Facilities Management and Ancillary Services (FMAS). Any approved physical alterations and repairs shall be performed under the supervision and management of the University through FMAS;

3.3 agrees that any physical alterations made without following the procedure described in section 5.2 may be corrected by the University at the full cost to the Union;

3.4 undertakes to report problems to heating apparatus, gas, water and drainpipes, washrooms, sinks and accessories promptly to the Building Director (coordinates);

3.5 shall be solely responsible for obtaining and maintaining appropriate insurance in a minimum amount of \$1,000,000 for its occupancy, use, and the conduct of activities and operations on the Premises, including and without limitation, comprehensive general liability insurance, including, but not limited to, damage to or loss of the Employer's or RIAL's, or a third party's property and bodily injury or death; and shall name The Royal Institution for the Advancement of Learning/McGill University as additional insureds;

3.6 shall be responsible for the payment of all municipal, business taxes, and any other fees or charges from external agencies including the Government or Municipality which may become due as a result of Union's occupation of the Premises, or the conduct of activities or operations therein;

3.7 shall, upon termination of the Agreement, return the Premises in good condition, reasonable wear and tear excepted.

4. CONFORMITY

The Union shall conform, and shall ensure that all occupants of the Building conform, at all times during the term of the Agreement to all

- i) federal and provincial laws and regulations;

- ii) municipal rules and regulations;
- iii) its charter documents, by-laws, and constitution;
- iv) applicable Employer and RIAL Building Policies and Regulations which are found at <https://mcgill.ca/adminhandbook>.

Subject to the above, the Union shall not affix any signs, commercial or otherwise, on or near the Premises without the prior written consent of the Employer.

5. EMPLOYER'S OBLIGATIONS

The Employer shall:

- 5.1 through FMAS, carry out, at the Employer's expense, routine maintenance (toilet running, leaky pipes, etc.);
- 5.2 through FMAS, perform all interior physical alterations (e.g. painting, hanging up cork boards, installing shelves) to the Premises at the expense of the Union;
- 5.3 through FMAS, carry out, at the Employer's expense, all necessary non-routine maintenance and repairs to heating, plumbing, and electrical services therein, following notification to Union;
- 5.4 through its Campus Public Safety department, include the exterior of the Premises in its security surveillance of RIAL buildings at night and on weekends and holidays, and respond to any requests for assistance;
- 5.5 be responsible for the cost of repairs or replacement related to the structure and exterior of the Premises and its appendages, including walls, windows, doors, parking lots, and alterations, as may be necessary in the sole determination of the Employer;
- 5.6 insure the Premises for fire and extended coverage and public liability;
- 5.7 provide heating and electricity;
- 5.8 be responsible for maintaining the existing telecommunication infrastructure in the Premises and transferring the telephone lines for Union occupying space in the Premises. No additional telecommunication services will be provided for the Premises.

PAYMENTS

- 6.1 No rent shall be payable by the Union during the term of this Agreement;
- 6.2 The Union shall pay the Employer for any billable work performed;
- 6.3 The Employer shall send invoices for any amounts due in accordance with Clause 6.2. Payments that are due and payable shall be made to **The Royal Institution for the Advancement of Learning (McGill University)**
- 6.4 Late payments shall be subject to interest at the rate of 1.5% per month.

7. TERM

- 7.1 The term of the present Agreement begins on _____, and ends on _____ with the term of the Collective Agreement.
- 7.2 At the expiration of the Agreement, the Union shall have the choice of a) leaving all installations, equipment, or fixtures without compensation, or b) removing, at their expense, any or all such installations, equipment, or fixtures, and repairing all damage to the Premises caused by such removal.

8. NOTICE

Any notice to be given under this Agreement shall be given in writing:

- to the Employer to the attention of the Building Services Representative or **TBD** with position and/or name;
- to Union, to the attention of the President, or any available officer.

9. ENTIRE AGREEMENT

This present Agreement, entered into by the parties, constitutes the entire agreements between the parties pertaining to the subject matter hereof and supersedes and replaces all prior agreements, undertakings, negotiations, and discussions of the parties.

10. LANGUAGE

The parties to the present Agreement have requested that the present Agreement be drafted in the English language. *Les parties à la présente ont demandé que la présente convention soit rédigée dans la langue anglaise exclusivement.*

IN WITNESS WHEREOF, the parties have signed this day of _____ 20__

THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING / MCGILL UNIVERSITY

Per: _____ date

UNION

Per: _____ date

**ANNEXE B
LETTRE D'ENTENTE**

SYSTÈME D'INFORMATION RESSOURCES HUMAINES

~~Si nécessaires et liées à l'implantation du nouveau Système d'Information Ressources Humaines, les Parties conviennent de discuter des modifications à la convention collective afin d'améliorer ou de faciliter les processus administratifs et/ou de partage d'informations.~~

**APPENDIX B
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.~~

**ANNEXE C
LETTRE D'ENTENTE**

~~ACCÈS À DES CARTES D'IDENTITÉ ET AUX SERVICES DES BIBLIOTHÈQUES POUR LES PERSONNES SALARIÉES~~

~~En raison des difficultés techniques empêchant actuellement cette mesure, les parties conviennent d'établir dans les quatre-vingt-dix (90) jours suivant la signature de cette convention collective un comité conjoint pour discuter et examiner la faisabilité de l'accès aux cartes d'identité et aux services des bibliothèques pour les Assistants de recherche occasionnels non étudiants.~~

~~Composition du comité :~~

~~Le comité se compose de quatre (4) membres, répartis également entre les deux parties. La composante syndicale du comité doit être choisie par le Syndicat.~~

~~Mandat :~~

~~Le mandat du comité est de discuter et revoir le processus actuel relatif aux cartes d'identité et aux services des bibliothèques pour les Assistants de recherche occasionnels non étudiants. Le comité doit aussi soumettre des recommandations au sujet de qui parmi ces Personnes salariées devraient se voir émettre des cartes d'identité.~~

~~Le comité fournira des recommandations aux Ressources Humaines et au Service de sécurité au sujet d'améliorations quant à l'arrangement actuel relatif à l'émission de cartes d'identité.~~

~~Lors de l'évaluation initiale de la situation, le comité établira un calendrier approprié pour réaliser les objectifs de son mandat.~~

**APPENDIX C
LETTER OF AGREEMENT**

~~EMPLOYEE ACCESS TO ID CARDS AND LIBRARY SERVICES~~

~~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 for non-student Casual Research Assistants to the Identification Cards and Library Services within ninety (90) days of the signing of this 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.~~

~~Mandate:~~

~~The committee mandate is to discuss and review the current process relative to Identification Cards and Library Services for non-student Casual Research Assistants. The committee shall also make recommendations on which of these employees may be issued cards.~~

~~The committee will provide recommendations to Human Resources and Security on improvements to the current arrangement relative to the issuance of identification cards.~~

~~Upon initial assessment of the situation, the committee will establish a proper timeline to achieve the goals of its mandate~~