

Union proposition for the renewal of

COLLECTIVE AGREEMENT

between

McGILL UNIVERSITY

and

McGill University Non-academic Certified Association (MUNACA) -  
Public Service Alliance of Canada (PSAC)

DURATION: ~~from December 1, 2010 to November 30, 2015~~

## **INTRODUCTION**

This document represents bargaining proposals of the McGill University Non-academic Certified Association PSAC. These proposals are being submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

McGill University Non-academic Certified Association /PSAC reserves the right to introduce, amend, and/or withdraw demands and/or to introduce counter proposals to the Employer's demands.

In addition, the Union reserves the right to make further proposals during the negotiations as well as against-proposals in relation to the specific proposals of the Employer.

Any statutory provision involved during the process of negotiation could be subject to new proposals.

Material submitted for information only and do not necessarily represent the final language or sample wording.

RESERVE means that the Union reserve the right to present proposals at a later date.

Text ~~CROSSED~~ means that the Union propose to take out that text.

Text in **BOLD** means that the Union propose to add the new text to the collective agreement.

Errors and omissions excepted.

The union asked the Employer to communicate the proposed changes to the organization or workplace that may affect this round of bargaining, and reserves the right to submit additional proposals after receiving the information.

**ARTICLE 4 DISCRIMINATION, PSYCHOLOGICAL HARASSMENT AND SEXUAL HARASSMENT**

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

**4.02** Every Employee has the right to a work in an environment which is free from any form of harassment.

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

**4.04** The term “psychological harassment” refers to vexatious behaviour in the form of repeated conduct, verbal comments, actions or gestures that are hostile or unwanted, that affect the Employee’s dignity or psychological or physical integrity and which create, for that person, a hostile work environment.

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

**4.06** In the event that allegations are made, the university will ask an external expert upon agreement with the union, who will conduct an investigation and make recommendations.

**8.13** Seniority:

is the length of continuous employment of an employee occupying a non-academic position at the University expressed in calendar years, months and days, excluding casual and student casual employment.

~~**13.16** In cases of appointments to Research Grants and Research Contracts, all provisions of this article apply except that external candidates may be appointed even where there are candidates in the bargaining unit who have the required skills, ability, qualifications and seniority.~~

**14.03** In the event that the temporary position is not filled in accordance with clause 14.02, the University will post the temporary assignment under the Human Resources Website for five (5) working days. Applications for the temporary assignment must be made within this posting period.

The position will be filled at the University’s discretion from among the applicants who have the immediate ability to satisfactorily perform the duties of the position and for whom this constitutes a promotion or lateral transfer.

An employee must obtain their supervisor's authorization prior to accepting such an assignment. This authorization must not be unreasonably withheld.

**ARTICLE 20 HOURS OF WORK**

**20.01** Except for those employees subject to a particular work schedule, the standard work week for clerical staff ("C") and nursing staff ("N") is thirty-three and three quarter (33.75) hours, Monday through Friday, and the standard work day is six and three quarter (6.75) hours. The daily schedule of hours includes an unpaid lunch period of one and a quarter (1.25) hours per day. In any case all employees must, get two consecutive days off, unless otherwise mutually agreed upon between the affected Department-unit and the employee.

**20.02** Except for those employees subject to a particular work schedule, the standard work week for technical ("T") and library assistant ("LA") staff, and staff in "R" and "G" classifications is thirty-five (35) hours, Monday through Friday. The standard work day is seven (7) hours; the daily schedule of hours includes an unpaid lunch period of one (1) hour each day, **with the exception of Night Stewards who will be paid for their lunch hour as they remain on call.** In any case all employees must get two consecutive days off, unless otherwise mutually agreed upon between the affected Department-unit and the employee.

**20.06 Special Summer Schedule**

(a) Summer Fridays are scheduled as follows:

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

		July 22 July 29		
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

**\* The tenth Summer Friday will be scheduled upon discussion with the supervisor.**

- (b) If one or more of the summer Fridays off fall during the employee's vacation, the holiday(s) will be rescheduled at a time agreed between the employee and their immediate supervisor.
- (c) If the employee's services are required on a Friday morning during the special summer schedule, the employee shall receive either compensating time off or overtime pay on a straight time basis. When an employee's services are required on a Friday afternoon during the special summer schedule, the employee shall receive either compensating time off on a straight time basis or overtime pay at time and one half (150%), compensating time off having to be taken as soon as possible as agreed with their immediate supervisor.
- (d) Sessional employees who are on lay-off during the special summer schedule will, upon their return to work, receive the time off normally taken each Friday morning, pro-rated to the number of months actually worked.
- (e) In the event that an employee is absent on sick leave or maternity leave during the special summer schedule, compensating time off will not be given for summer Fridays off which occur during the sick leave or maternity leave.
- (f) An employee who, on a continuous basis, works a fixed number of hours which is less than the standard hours for their occupational category, as defined in clauses 20.01 and 20.02, will receive the time off normally taken each Friday morning during the special summer schedule as set out in article 20.06 (a) on a pro-rata basis.

#### **20.08.05 Shift Premiums**

##### a) Evening Premium:

~~Any employee for whom half or more of her working hours during any given work day falls between 16h00 and 24h00~~ **All hours worked between 17h00** and 24h00 will receive an evening hourly shift premium of ~~\$0.75~~ **\$1.00** for each hour worked during that period. ~~An employee is not entitled to this premium when she is being paid at the rate provided for overtime.~~

##### b) Night Premium:

~~Any employee for whom half or more of her working hours during any given work day falls~~ **All hours worked** between 00h00 and 07h00 will receive a night hourly shift premium of ~~\$1.09~~ **\$1.25** for each hour worked during that period. ~~An employee is not entitled to this premium when she is being paid at the rate provided for overtime.~~

Any employee for whom her regular work schedule falls entirely between 17h00 and 07h00 will receive for every hour worked the rate of premium applicable to the period in which the hours are worked. ~~An employee is not entitled to this premium when she is being paid at the rate provided for overtime.~~

c) Weekend Premium:

Any employee who works during the weekend as part of her regular work schedule will receive a weekend hourly shift premium of ~~1.09\$~~ **25% of the hourly rate** for each hour worked between 00h00 and 24h00 on Saturday and ~~1.64\$~~ **50% of the hourly rate** for each hour worked between 00h00 and 24h00 on Sunday. ~~An employee is not entitled to such a premium when she is being paid at the rate provided for overtime.~~

d) ~~For greater certainty, full-time employees who have to work occasionally outside their regular work hours will not receive the Shift Premium and Article 22 will be applied.~~ **All premiums listed in this article must be combined if the employee works on a weekend evening or weekend night.**

**20.09** **As an alternative to paid leave, employees who need to make up time for purposes such as Doctor appoints, legal, ect, may do so by working up to one half hour before or after their regular work schedule or during their lunch period.**

**22.01**

(c) No employee shall be required to work for more **than 4 hours over their regular schedule.** ~~sixteen (16) consecutive hours. However, an employee who does work for more than sixteen (16) consecutive hours may take nine (9) consecutive hours of rest, without pay, before resuming their regular work schedule.~~

## **ARTICLE 24 RATES OF PAY**

**24.01** Subject to the provisions of clauses 23.10, 23.11 and 23.12 (Salary Administration), the salary scales and salaries of all employees are increased by

- ~~• One percent (1.0%) on December 1<sup>st</sup> 2010,~~
- ~~• One and two tenth percent (1.2%) on June 1<sup>st</sup> 2011,~~
- ~~• One and two tenth percent (1.2%) on June 1<sup>st</sup> 2012,~~
- ~~• One and one half percent (1.5%) on June 1<sup>st</sup> 2013,~~
- ~~• One and seven tenth percent (1.7%) on June 1<sup>st</sup> 2014,~~

- ~~Two percent (2.0%) on June 1<sup>st</sup> 2015.~~
- Implementation of the new scale in accordance with Pay Equity on June 1<sup>st</sup> 2016;
- Then, adjustment of three and a half percent (3.5%) on June 1<sup>st</sup> 2016 of the new pay equity scale;
- Three and a half percent (3.5%) on June 1<sup>st</sup> 2017;
- Three and a half percent (3.5%) on June 1<sup>st</sup> 2018.

~~**24.02** Subject to the provisions of clauses 23.10, 23.11 and 23.12 (Salary Administration), eligible employees, who have not reached their salary maximum, upon implementation of a new twenty two (22) steps salary scale effective June 1, 2012 and a new twelve (12) steps salary scale effective June 1, 2015, prior to any revision which occurs on that date, an employee shall be paid at the step which is closest to, but not less than the employee's rate of pay on May 31<sup>st</sup> 2012, and May 31<sup>st</sup> 2015.~~

~~Effective June 1, 2013, and on June 1<sup>st</sup> of the following years with the exception of June 1, 2015 in conformity with article 51.01, eligible employees, who have not reached their salary scale maximum, will receive an automatic one step progression within their respective salary scales, subject to the provisions of clauses 23.10, 23.11 and 23.12 (Salary Administration).~~

**28.09** An employee may divide their vacation into as many calendar weeks or as many single days, up to a maximum of ~~ten (10)~~ **fifteen (15)** working days, as they wish upon agreement with their immediate supervisor.

**Vacation days may be taken as half days.**

**29.02** The following days have been designated as paid holidays:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day (Fête de Dollard)
- La Fête Nationale
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- ~~Three (3)~~ **Four (4)** additional days over the Christmas period.

**29.05 Procedures**

- (a) An employee with an unexcused absence on the work day before or after a paid holiday will not be paid for that holiday unless the absence was due to personal illness, injury or other extraordinary circumstances.
- (b) When a paid holiday falls within an employee's vacation period, the employee shall be entitled to a postponement of the holiday to a date agreed upon between the employee and their immediate supervisor.
- (c) When a paid holiday falls on a full-time **an** employee's day off, the employee shall be entitled to a postponement of the holiday to a date agreed upon between the employee and their immediate supervisor.

**ARTICLE 30 SOCIAL LEAVES**

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

**Bereavement**

**30.02** In the event of the death of a spouse or child, or the child of the spouse, the employee shall be entitled to five (5) ~~consecutive~~ working days.

**30.03** In the event of the death of a mother, father, or, mother or father of the spouse, the employee shall be entitled to three (3) ~~consecutive~~ working days.

**30.04** In the event of the death of a brother, sister, or, brother or sister of the spouse, the employee shall be entitled to three (3) ~~consecutive~~ working days.

**30.05** In the event of the death of a grandparent or grandchild, the employee shall be entitled to two (2) ~~consecutive~~ working days.

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

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

~~**30.08** When leave is granted, it must be calculated from the date of the death and only working days will be remunerated.~~



**30.09** As regards clauses 30.02, 30.03 and 30.04, in addition to the above, in the event of the death of an employee's spouse, child, father, mother, brother or sister, or the spouse's child, father, mother, brother or sister, the employee may take unpaid leave, accumulated vacation and/or accumulated overtime, not to exceed fifteen (15) working days.

### **Marriage**

**30.10** An employee will be entitled to five (5) working days of paid leave in the event of their marriage. The employee may add to this leave an unpaid leave and/or accumulated vacation, not exceeding fifteen (15) working days. **These days may be scheduled within one calendar year of the marriage.**

**30.11** An employee shall be entitled to a paid leave on the day of the wedding of the employee's father, mother, son, daughter, brother, sister or child of their spouse.

## **ARTICLE 37 SALARY CONTINUANCE (Incidental Illness/Short-Term Disability/Long-Term Disability)**

### **Incidental Illness**

**37.01** The employee who has completed their probationary period is entitled to up to nine (9) days sick leave per reference year, to be used for incidental illness unforeseen by the employee and in accordance with clause 37.07.

**Sick days may be taken as half days.**

### **New text to be added to the CA**

**XX.XX** Any articles of clothing required by the employer will be provided and paid by the University, such items shall remain the property of the University.

**XX.XX2** Any certification annual or otherwise, required for a position, shall be paid in full by the university.

**XX.XX3** In the event of loss of a driver's license required for a employee's position, the university will make all reasonable efforts to accommodate the employee including being assign to a different position. In the event of an administrative dismissal, the employee will retain their position on the seniority list for to two years.

**XX.XX4** The University must inform the Union promptly when any employee has a work accident.

**XX.XX5** The University must inform the Union promptly if STD is work related.

**XX.XX6** Laundry service for Personal Protective Equipment should be available throughout University

**XX.XX7 Procedure for members who need to take a break when supervising students doing potentially hazardous work, if no other supervisor available.**

**Appendix 8**  
**Hourly salary scales**

00:00 June 1, 2016 (Implementation of the new scale in accordance with Pay Equity)										
Steps										
Levels	1	2	3	4	5	6	7	8	9	10
1	20.15	20.80	21.45	22.10	22.75	23.40	24.05	24.69	25.34	25.99
2	20.19	20.84	21.49	22.14	22.79	23.44	24.09	24.73	25.38	26.03
3	20.70	21.37	22.03	22.70	23.37	24.03	24.70	25.37	26.03	26.70
4	21.28	21.96	22.65	23.33	24.01	24.70	25.38	26.06	26.75	27.43
5	21.71	22.42	23.12	23.83	24.53	25.24	25.94	26.65	27.35	28.05
6	22.00	22.71	23.42	24.13	24.84	25.55	26.26	26.97	27.68	28.39
7	22.71	23.45	24.18	24.91	25.65	26.38	27.11	27.84	28.58	29.31
8	23.26	24.01	24.76	25.51	26.26	27.01	27.77	28.52	29.27	30.02
9	24.15	24.93	25.71	26.49	27.27	28.05	28.83	29.61	30.39	31.17
10	24.28	25.06	25.84	26.63	27.41	28.19	28.98	29.76	30.55	31.33
11	25.91	26.74	27.58	28.42	29.26	30.09	30.93	31.77	32.61	33.44
12	27.23	28.11	28.99	29.87	30.75	31.62	32.50	33.38	34.26	35.14
13	28.66	29.58	30.50	31.43	32.35	33.28	34.20	35.13	36.05	36.98
14	29.82	30.78	31.74	32.71	33.67	34.63	35.59	36.55	37.52	38.48
15	31.60	32.62	33.64	34.66	35.67	36.69	37.71	38.73	39.75	40.77
16	32.01	33.04	34.07	35.10	36.13	37.17	38.20	39.23	40.26	41.29

00:01 June 1, 2016 ( with 3.5% economic increase to scale)										
Steps										
Levels	1	2	3	4	5	6	7	8	9	10
1	20.86	21.53	22.20	22.87	23.55	24.22	24.89	25.55	26.23	26.90
2	20.90	21.57	22.24	22.91	23.59	24.26	24.93	25.60	26.27	26.94
3	21.42	22.12	22.80	23.49	24.19	24.87	25.56	26.26	26.94	27.63
4	22.02	22.73	23.44	24.15	24.85	25.56	26.27	26.97	27.69	28.39
5	22.47	23.20	23.93	24.66	25.39	26.12	26.85	27.58	28.31	29.03
6	22.77	23.50	24.24	24.97	25.71	26.44	27.18	27.91	28.65	29.38
7	23.50	24.27	25.03	25.78	26.55	27.30	28.06	28.81	29.58	30.34
8	24.07	24.85	25.63	26.40	27.18	27.96	28.74	29.52	30.29	31.07
9	25.00	25.80	26.61	27.42	28.22	29.03	29.84	30.65	31.45	32.26
10	25.13	25.94	26.74	27.56	28.37	29.18	29.99	30.80	31.62	32.43
11	26.82	27.68	28.55	29.41	30.28	31.14	32.01	32.88	33.75	34.61
12	28.18	29.09	30.00	30.92	31.83	32.73	33.64	34.55	35.46	36.37
13	29.66	30.62	31.57	32.53	33.48	34.44	35.40	36.36	37.31	38.27
14	30.86	31.86	32.85	33.85	34.85	35.84	36.84	37.83	38.83	39.83
15	32.71	33.76	34.82	35.87	36.92	37.97	39.03	40.09	41.14	42.20
16	33.13	34.20	35.26	36.33	37.39	38.47	39.54	40.60	41.67	42.74

**Annual increase of 3.5% for June 1 2017 and June 1 2018**

## APPENDIX 5

### CASUALS

1. The use of casuals must not have the effect of reducing the number of regular (full-time, part-time or sessional) positions or of preventing their creation.
2. Casuals may be employed as replacements required because a regular employee is on an authorized leave from their position in which case the replacement period shall not exceed the leave itself.

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

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

3. Casuals may be employed temporarily during the recruitment process if required because of a vacant position.

For the purposes of this Appendix, the recruitment process is deemed to have commenced on the date of termination of the previous incumbent in cases where the termination leaves an existing position vacant or results in a modification of that position and on the date of first employment of a casual to do the work in other cases.

Vacant positions may be filled temporarily in this manner while the position remains vacant, for the first six (6) months following the commencement of the recruitment process.

After the recruitment process, during the trial or probationary period of the candidate selected, a casual may continue to be used for a further period of one (1) month to facilitate the orientation of the new incumbent.

4. Casuals may be employed to assist with temporary or cyclical peaks in workload in a given unit, under the following conditions:
  - i) When the total of such work to be done for all peaks, when taken together throughout the unit, requires the employment of casuals during more than six (6) hours in the week, such employment shall be limited to a maximum of twenty-six (26) weeks in any fifty-two (52) week period.
  - ii) During the other weeks, the employment of casuals for all peaks when taken together throughout the unit, must be limited to total period not exceeding six (6) hours in any week.

**APPENDIX 5  
CASUALS**

5. Casuals may also be used in the above circumstances beyond the specified delays and in any circumstances, in accordance with article 1, if, in the academic year, the casual is either:
  - an undergraduate student of McGill University taking a minimum of eighteen (18) degree credits;
  - a full-time, or half-time graduate student of McGill University as currently defined in the regulations of the Faculty of Graduate Studies and Research;
  - a graduating student having an active application (i.e. not refused) for admission to another degree program at McGill.
  
6. In all cases of contravention
  - i) The casual(s) whose cumulative employment results in a contravention of the provisions of this Appendix must be paid according to scale, retroactive to their date of first employment on the assignment where the contravention occurred.
  - ii) ~~The University must immediately cease using the casual(s) for the duties affected, and must fill the position as if it was a new or vacant position.~~ The incumbent will than be place into the position and included into the bargaining unit.
  
7. A grievance pertaining to this Appendix will be filed in accordance with article 10 of the collective agreement.

### **PSAC Social Justice Fund**

The employer will donate an amount equivalent to 0,10\$ per hours worked annually by all employees covered by this collective agreement, to the PSAC Social Justice Fund. That payment should be made at the beginning of the fiscal year.