

COLLECTIVE AGREEMENT

between

**Association of Graduate Students Employed at McGill
(AGSEM)**

Invigilators

and

McGill University

Duration: October 7, 2013 to April 30, 2015

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ARTICLE 1 – PURPOSE OF THE COLLECTIVE AGREEMENT

1.01

The purpose of this Collective Agreement is to establish and maintain an orderly collective bargaining relationship between the University and its Employees represented by the Union, to ensure the effective, prompt and equitable settlement of disputes, and to set forth an agreement covering rates of pay and other working conditions which shall supersede all previous agreements between the Employer and individual Employees represented by the Union. Accordingly, the Parties to this Collective Agreement do hereby enter into the terms contained in this Collective Agreement.

1.02

The University recognizes the important role played by the Invigilators as part of the examination process at the University.

1.03

The School of Continuing Studies Examination Manager and the University Associate Registrar will meet with the Union Executive Committee at the beginning of each Academic Year to discuss issues of Invigilation and questions of mutual interest.

ARTICLE 2 – DEFINITIONS

2.01 Union:

Refers to Association des étudiant-e-s diplômé-e-s employé-e-s de McGill/ Association of Graduate Students Employed at McGill (A.G.S.E.M.).

2.02 Bargaining Unit:

Refers to all Invigilators, employees within the meaning of the Labour Code.

2.03 Employee:

Refers to any Employee included in the Bargaining Unit.

2.04 Hiring Unit:

Refers to a University entity, such as a Faculty, School, Administrative body, that hires Employees of the Bargaining Unit.

2.05 Invigilator:

Refers to an Employee appointed to assist in the administration of examinations during the periods specified in 2.08 as managed by any Hiring Unit. An Invigilator may be assigned different tasks, such as, but not limited to, invigilation and circulation.

In addition to invigilating, the circulator may be assigned different tasks, such as, but not limited to monitoring rooms in which examinations are being held, relieving invigilators and giving bathroom breaks to students writing examinations.

2.06 University or Employer:

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

2.07 Grievance:

Refers to any difference arising between the University and the Union, an Employee, or a group of Employees out of the interpretation or application of this Collective Agreement. A Grievance must clearly summarise the facts and the article of the Collective Agreement on which the Grievance is based, so as to be able to identify the problem at hand.

2.08 Academic Year:

2.08.01

The Academic Year begins on the first day of the Fall academic term and ends on the last day of the Summer academic term, as determined by the University. It consists of a Fall academic term, a Winter academic term, and a Summer academic term.

2.08.02 Final Examination Period:

The Final Examination Period is the period of time set by the University for the writing of the final examinations.

2.09 Union Delegate:

Refers to a representative of the Employees in a given Hiring Unit. The delegate is an A.G.S.E.M. member.

2.10 Hiring Unit Designee:

Refers to the representative of the Employer.

ARTICLE 3 – GENERAL PROVISIONS

3.01

The present Collective Agreement may be amended by mutual consent at any time. The Party wishing to make the amendments must give notification in writing to the other Party during the Union/Management committee under Article 7.

3.02 University Regulations

3.02.01

The University agrees that it shall not adopt or enforce any regulation which would have the effect to cancel or modify the provisions of this Collective Agreement. The Union has the right to challenge, by means of the Grievance and arbitration procedure, any regulation which is allegedly discriminatory under this Collective Agreement.

3.02.02

The University shall transmit a copy of the current regulations, administrative policies and guidelines that affect the work of Invigilators.

3.03 Civil Responsibility

The University shall hold any Employee harmless of civil responsibility for any action or omission in respect of which the University could be held vicariously liable as an employer, except in cases of gross negligence on the part of the Employee.

3.04

Both Parties agree that in the event that legislation renders null and void, or materially alters any provision of this Collective Agreement, all other provisions shall remain in effect for the term of this Collective Agreement.

3.05

The use of the feminine pronoun shall be considered to include the masculine except where specifically stated.

3.06

In computing any delay fixed by this Collective Agreement:

(i) the day which marks the start of the delay is not counted, but the terminal day is counted.

(ii) the following days are not counted:

- December 24 to January 2, inclusively
- Good Friday and Easter Monday
- June 24
- July 1, or 2 where the 1st falls on a Sunday
- the first Monday of September
- the second Monday of October
- the Monday preceding May 25.

3.07 Correspondence

All official correspondence between the Parties shall be sent as follows, except as otherwise provided:

To the University: Labour and Employee Relations
McGill University
688 Sherbrooke Street West, room 1520
Montréal Qc H3A 3R1

OR as designated at a future date

To the Union: Association des étudiant-e-s diplômé-e-s employé-e-s de McGill/
Association of Graduate Students Employed at McGill
3479 Peel Street, 3rd Floor
Montréal Qc H3A 1W7
(E-mail address: mail@agsem-aeedem.ca)

OR as designated at a future date

3.08

The University shall provide the Union with a copy of the Collective Agreement for verification before printing and distribution. The University shall print and give sufficient copies of this Collective Agreement to the Union and shall bear the printing and distribution cost.

The University shall also send an electronic copy of the Collective Agreement to the Union.

3.09

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

3.10

The University shall make the content of the Collective Agreement available as soon as possible after its signature by posting a copy on the Human Resources website. The Union shall do the same on their website.

ARTICLE 4 – UNION RIGHTS AND PRIVILEGES

4.01 Recognition

The University recognizes *l'Association des étudiants-e-s diplômé-e-s employé-e-s de McGill Association of graduate students employed at McGill (AGSEM)* as being the only and the sole official representative and authorized agent of Employees covered by the bargaining certificate as determined by Labour Ministry on April 7th, 2010 (see the text included in Appendix I).

4.02 Application

This Collective Agreement applies to all Employees covered by the certification issued under the Labour Code.

4.03

No private agreement relative to working conditions different from those included in the present Collective Agreement between an Employee and the University is valid unless these have been agreed to in writing by the Union.

4.04

When a Party petitions the Commissioner of Labour to determine if a person or group of persons is in the Bargaining Unit, the prior status of said person or group shall be maintained until a ruling by the Labour Commissioner or by the Labour Court.

4.05

The University agrees to provide the Union twice a year on January 31 for the period covering July 1 to December 31 of the past year and on September 1 for the period covering January 1 to June 30 of the current year with a list of Employees covered by the present Collective Agreement along with the following information, if available, regarding said Employees:

- a) Name
- b) Employee number
- c) Gender
- d) Home address
- e) Email address
- f) Phone number
- g) Date hired
- h) Hiring Unit
- i) Salary

4.06

The University agrees to provide the Union, free of charge except as otherwise specified in this article with the use of office space, a University mailing number and, access to electronic mail capabilities. The Union shall have the use of a telephone and fax line, the costs of these services to be borne by the Union. The University shall allow the Union to use the University internal and external mail services, duplicating services and meeting rooms on the same basis as other Employee associations.

The University shall provide the Union with the use of bulletin boards (where available).

4.07 Room Booking

The Union shall have the right to reserve rooms on campus.

4.08

The University is not required to dismiss an Employee because the Union has refused, suspended, or rescinded her Union membership.

4.09 Union Dues

4.09.01

For the duration of this Collective Agreement, the University will withhold from the pay of each Employee in the Bargaining Unit, the dues fixed by the Union, and remit the sum thus withheld to the Union Treasurer once a month, within fifteen (15) calendar days of the last deduction processed during each month. At the same time, the University will forward to the Union a list, in electronic format, of Employee names (both family and first), their mailing addresses, their employing Hiring Units, their salaries and the amount of Union dues deducted.

4.09.02

The Union shall inform the University in writing of any change in the amount of regular dues to be deducted and the University shall deduct for such dues at the rate of which it has received most recent notice.

4.09.03

The University will identify the amount withheld for Union dues on the T4 and Relevé 1 forms of each Employee.

4.10 Union Liberations

4.10.01

In recognition of the fact that the service of the Union Coordinating Committee limits the ability of Employees to make themselves available for employment, the University agrees to pay the Union by June 1 of each year the equivalent of the salary of two hundred and forty (240) hours.

This amount shall be distributed among the members of Coordinating Committee as seen fit by the Union.

4.10.02

Twelve (12) months prior to the expiry date of the Collective Agreement, the University will pay the Union an amount equivalent to the salary of sixty (60) hours to fund the liberations for Union services to prepare for negotiations of the new Collective Agreement.

4.10.03

Within ten (10) working days following receipt of the Union's proposals for the new Collective Agreement, the University will pay the Union an amount equivalent to the salary of sixty (60) hours to fund liberations for negotiation services.

4.11

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

4.12

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

4.13

In the event that an Employee of McGill University, other than those covered by this Collective Agreement, engages in a lawful strike and maintains picket lines, Employees covered by this Collective Agreement shall not be required to cross such picket lines.

ARTICLE 5 – MANAGEMENT RIGHTS

5.01

The University has and retains all of its rights and privileges, which it has not expressly modified or restricted by a specific provision of this Collective Agreement, to allow it to effectively manage and administer its activities. The University recognizes its responsibility to exercise its management rights in conformity to the provisions of the present Collective Agreement.

ARTICLE 6 – DISCRIMINATION AND HARASSMENT

6.01 Sexual Harassment and Discrimination

6.01.01

In the application of this Collective Agreement, neither the University, nor the Union, nor any of their representatives, shall threaten, restrain or unlawfully discriminate against or harass an Employee.

6.01.02

All Employees are covered by the University Policy on Harassment, Sexual Harassment and Discrimination Prohibited by Law.

The policy defines the following terms:

a) Harassment means any vexatious behaviour by one Member of the University Community towards another Member of the University Community under the control and authority of the University in the form of repeated hostile or unwanted conduct, verbal comments, actions or

gestures, that affect the dignity, psychological or physical integrity of a Member of the University Community and that result in a harmful environment for such an individual. Within the employment relationship, a single serious incident of such behaviour that has a lasting harmful effect on such an individual may also constitute Harassment.

b) Sexual Harassment means:

i) any Conduct of a Sexual Nature by one Member of the University Community 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 status in a course, program, or activity; or, is used as a basis for an employment or educational decision affecting an individual; or

ii) any Conduct of a Sexual Nature by one Member of the University Community towards another Member of the University Community the effect of which is to impair that person's work or educational performance where it is known or ought to be known that the conduct is unwelcome.

c) Discrimination prohibited by law means any action, behaviour, or decision based on race, colour, sex (including gender identity), pregnancy, sexual orientation, civil status, age (except as provided by law), religion, political conviction, language, ethnic or national origin, social condition, a disability or the use of any means to palliate a disability which results in the exclusion or preference of an individual or group within the University Community. This includes both the actions of individual members of the University and systemic institutional practices and policies of the University.

6.01.03

Acts of harassment, sexual harassment and discrimination prohibited by law are University offences subject to disciplinary measures.

6.01.04

Nothing shall preclude an Employee from exercising any internal or external recourse available. Any Grievance concerning such behaviour must be filed within ninety (90) calendar days of the last incidence of the offending behaviour.

6.01.05

This policy is to be interpreted in a manner that is consistent with the goals in the Statement of Principles as well as the provisions of the Civil Code of Quebec, the Quebec Charter of Human Rights and Freedoms, and the Labour Standards Act of Quebec.

6.02

Any Grievance concerning psychological harassment must be filed within ninety (90) calendar days of the last incidence of the offending behavior.

ARTICLE 7 – UNION/MANAGEMENT COMMITTEE

7.01

The Union and the University acknowledge the mutual benefit to be derived from joint consultation and therefore agree to establish a Union/Management Committee consisting of two (2) representatives from each Party.

7.02

This Committee will discuss questions relating to the application and interpretation of the Collective Agreement, and will act in a proactive manner so as to encourage cooperation, understanding, and harmonious relations between the Employees and the University.

7.03

The Union/Management Committee shall meet at the request of either of the Parties, and is convened by the University. Such a meeting shall be held at a mutually agreeable time within reasonable time limits.

7.04

The Party who requests a committee meeting is responsible for creating an agenda which lists the subjects to be discussed at the meeting and provide the other Party with all the relevant information to facilitate their discussions.

A representative of each Party shall be designated by each Party as Joint Chairperson of the Committee and the two (2) persons shall alternate in chairing the meetings of the Committee.

7.05

If either Party fails to send at least two (2) representatives to a meeting that has been duly convened, this meeting shall automatically be postponed to a mutually agreeable time.

ARTICLE 8 – GRIEVANCES AND ARBITRATION

8.01

The Parties agree to deal with all Grievances filed fairly and promptly. The intention of the Parties shall be to encourage the settling of Grievances as often as possible.

8.02

The University acknowledges the rights and duties of Union representatives to assist Employees in preparing and presenting a Grievance.

8.03

The Grievance should include the following elements:

The article(s) of the Collective Agreement that the Union alleges was(were) breached;

The name(s) of the Employee(s) affected;

The name(s) of the person(people) who committed the act or omission in question;

The facts, described succinctly but clearly, including the dates and locations where the events occurred;

The remedy requested.

8.04 Grievance Procedure

The Parties agree to conform to the following procedure to address Grievances:

8.04.01 Complaint stage.

In recognition of the importance of discussion in the clarification of misunderstandings and the preservation of harmonious relationships, an Employee who believes that her rights have been infringed upon in a manner that could result in a written Grievance should inform her supervisor of her intention to file such a Grievance and should discuss the situation with her immediate supervisor. The Employee may be accompanied by a Union representative if she so desires. The Employee's immediate supervisor must answer the Employee within two (2) working days following the complaint stage. If the Employee is not satisfied with the result, she may file a written Grievance.

It is understood that in cases of potential psychological or sexual harassment, Parties agree that the issue will be dealt with by submitting a Grievance at the second step of the procedure.

8.04.02 First step: Written Grievance.

A written Grievance is filed with the Hiring Unit Designee within twenty (20) working days of gaining knowledge of the fact on which the Grievance is based, but within six (6) months of the occurrence of this fact.

The Hiring Unit Designee must reply to the Union in writing, with a copy to the Employee, if applicable, in the ten (10) working days following the day the Grievance is received.

8.04.03 Second step.

If the Hiring Unit Designee does not respond or if the Union finds the response to be unsatisfactory, the Union may appeal to the Labour Relations department, in writing, within twenty (20) working days of the filing of the Grievance. The Labour Relations department must respond in writing within ten (10) working days of receiving the appeal of the Grievance.

Upon the written request of the University or the Union, the Union and University representatives may meet to examine the Grievance, within ten (10) working days of receiving the request.

8.05

The University may file a Grievance to the Union, with a copy to the Union Advisor, within twenty (20) working days of gaining knowledge of the fact on which the Grievance is based, but within six (6) months of the occurrence of this fact. The Union must respond in writing within ten (10) working days of receiving the Grievance.

8.06

At any time an Employee or a Union representative may meet a University representative to settle a problem, without prejudice to the Grievance procedure. However, a Union representative must be present at all formal meetings where the resolution of a Grievance is discussed. All Grievance settlements reached between the Parties must be the subject of a written agreement signed by the authorized representatives of the Parties. This agreement is binding on the Parties.

8.07

A technical error in the drafting of a Grievance does not nullify the Grievance. The written Grievance shall be considered as confirmation of the issue in contention and if an amendment is necessary, in so far as possible, it shall be presented before the hearing and cannot change the nature of the Grievance.

8.08

The deadlines mentioned in the present article are obligatory unless there is an agreement to the contrary. Such agreement shall not be unreasonably withheld. Failing to meet these deadlines will render the Grievance null, void and illegal with regard to the present Collective Agreement.

8.09

In exceptional circumstances, the Union or the University may apply to the other Party for expedited processing of a Grievance. The Party concerned shall respond to this application within five (5) working days. When it is agreed that circumstances warrant it, the Parties can agree to accelerate the time limits outlined in this Article or proceed directly to arbitration after the First Step.

8.10 Arbitration

8.10.01

If a Grievance is not resolved at the second step, it must be referred to arbitration by the Union or the University within twenty (20) working days following the date of the reply made by the Labour Relations department in article 8.04.03. If neither of the Parties sends the Grievance to arbitration within the time period described above, the Grievance will be considered to be abandoned by the Parties.

8.10.02

Upon mutual agreement, the Parties shall select a single arbitrator to hear the Grievance. If the Parties cannot agree on the choice of an arbitrator, either Party may request that the arbitrator be

designated by the Minister of Labour, in conformity with the provisions of the Quebec Labour Code.

8.10.03

The Parties may agree to submit several Grievances of the same kind to the same arbitration.

8.10.04

Arbitrators hold the powers granted to them by the Labour Code. In rendering a decision with regard to the Grievance, the arbitrator cannot remove, add, amend or modify the Collective Agreement in any way.

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

8.10.05

In disciplinary matters and administrative matters leading to the termination of employment, the arbitrator can:

- a) re-establish the Employee's rights, with full compensation;
- b) uphold the measure;
- c) render any other decision which is fair and just under the circumstances.

8.10.06

The arbitrator's fees and expenses shall be borne by the Parties on an equal basis. The University shall make reasonable efforts to hold the arbitration hearings on its premises, failing which the University shall assume the cost of the arbitration rooms.

8.10.07

The University shall provide leave without loss of pay to the grievor, to any Employee called as a witness and to the Union representative during any hearing held by an arbitrator, provided that they are scheduled to work as Invigilators at the time of the hearing.

ARTICLE 9 – DISCIPLINARY MEASURES

9.01

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

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

9.02

The University accepts and will adhere to the principles of progressive discipline with which the procedure set forth below shall comply. However, the University may, where the gravity of the circumstances surrounding the alleged offence so warrant, impose disciplinary measures it sees fit.

9.03

Any Employee called to a meeting by the University for disciplinary reasons or for the termination of her employment has the right to be accompanied by a Union representative.

9.04

- a) After twelve (12) months, if no further disciplinary measures have been imposed, all previous disciplinary measures shall be removed from an Employee's file.
- b) Any disciplinary measure which has been the object of a decision in favour of the Employee is withdrawn from her file.
- c) The Employee and the Union must receive a copy of any disciplinary measure placed in the Employee's file, failing which the document may not be used in an arbitration.

9.05

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

The University shall invite, in writing, the Employee to a disciplinary meeting with at least forty-eight (48) hours' notice. Such letter shall briefly indicate the nature of the topics to be discussed. The Employee has the right to be accompanied by one Union representative.

During this meeting, the University shall inform the Employee of the grounds on which it intends to suspend or dismiss him. The Employee will be invited to provide her version and opinion.

The University shall inform the Employee, in writing within ten (10) working days of the meeting, with a copy to the Union, of its decision regarding the outcome of the disciplinary investigation.

9.06

An Employee or the Union may grieve a disciplinary measure taken against her.

9.07

The deadlines and obligations mentioned in the present article are obligatory unless there is an agreement to the contrary. Such agreement shall not be unreasonably withheld. Failing to meet these deadlines or obligations will render the disciplinary measure null, void and illegal with regard to the present Collective Agreement.

ARTICLE 10 – EMPLOYMENT FILE

10.01

An employment file shall be kept for each Employee. The employment file shall contain only copies of the Employee's application and appointment records as well as documents relating to their employment. No anonymous material shall be included in the file.

10.02

An Employee, upon written notice to Human Resources, shall be entitled to add any material relevant to performance, achievement or progress to their employment file.

10.03

An unfavorable document entered in an Employee's file may be contested by the Employee or the Union by resorting to the Grievance procedure.

10.04

Subject to applicable laws governing access to personal information, upon notice in writing to Human Resources, an Employee and/or her authorized Union representative, shall be able to inspect the content of her file, and add, if the Employee so wishes, any relevant comments. No documents therein shall be released physically or orally for any other reason without the Employee prior consent in writing.

The Employee may request one free copy of any document contained in their own personal file. The Employee is responsible for the cost of any additional photocopies.

10.05

A copy of the complete Employee file shall be handed out to a dismissed Employee who makes the request within twenty (20) working days of her dismissal.

ARTICLE 11 – ORGANIZATION OF WORK

11.01 Workload and Hours of Work

11.01.01 Examination shift

A single examination shift shall be the minimal appointment and shall consist of the duration of the examination as determined by the Hiring Unit plus at least one (1) hour.

11.01.02 Meals and rest periods

An Employee shall benefit from a break period of thirty (30) minutes, without pay, for meals, between examination shifts when working two (2) consecutive shifts, totalling at least eight (8) hours. In addition, unless not feasible as a result of particular circumstances, an Employee shall

benefit from a rest period of fifteen (15) minutes, with pay, for a period of four (4) consecutive hours of work.

11.02 Overtime work

11.02.01

Any work performed by an Employee in excess of forty (40) hours in one (1) examination week shall be considered overtime and entails a premium of fifty (50%) percent of the prevailing hourly wage paid to the Employee.

An Employee working in a different position than the one covered by the present Collective Agreement must inform their supervisor in writing, on the application form, of any other assignments presently held at the University.

The previous paragraph shall be included in the posting found under article 12.01.01. Failure to respect the present paragraph may lead to disciplinary measures under article 9.

11.02.02

Overtime work shall not be mandatory for any Employee.

11.03

An Employee is deemed to be at work during any training required by the Employer. The training period shall be paid according to clause 18.01.

11.04 Working Conditions

An Employee shall not be required to provide or use any personal equipment to perform her duties. The possession of a mobile phone shall not be a factor in the selection of an Employee.

11.05 Travel and Other Expenses

11.05.01

Pre-authorized expenses, including kilometrage, incurred by the Employee in the performance of her duties will be reimbursed in accordance with the *Travel and Other Personal Reimbursements* policy of the University.

11.05.02

In the event that an Invigilator is required by her supervisor to accompany a sick student to the hospital, she shall be compensated for her time up to a maximum amount of three (3) hours in addition to hours worked.

ARTICLE 12 – POSTINGS/APPLICATIONS

12.01 Postings

12.01.01

Any appointment as per 13.02 shall be posted by the University through one of the following:

- A centralized website accessible to all;
- The Hiring Unit's website;
- A bulletin board designated by the Hiring Unit.

12.01.02

A copy of all appointment postings for Invigilators shall be sent to the Union at the same time that they are posted.

12.01.03

Postings of Final Exam Appointments shall be made at least twenty eight (28) calendar days prior to the final examination period and shall be open for application for at least seven (7) calendar days following posting. The applicant must reply using the method identified in the posting, which may include a non-electronic option.

12.01.04

Postings of Midterm Appointments shall be made at least fourteen (14) calendar days prior to the beginning of the appointment and shall be open for application for at least five (5) calendar days following posting. The applicant must reply using the method identified in the posting, which may include a non-electronic option.

12.01.05

A Supplementary Posting may be made in the event that not enough qualified applications are received to fill all required appointments, or in the event that exceptional circumstances make it impossible to post a Final Exam Appointment or a Midterm Appointment as defined in 12.01.03 and 12.01.04. The Union shall be notified of the circumstances and the posting shall be made as soon as possible.

12.01.06

All postings for all appointments shall include the name of the Hiring Unit, the assignment, a brief description of the duties, the normal requirements, salary, the date of the posting and its expiry date, the exam period beginning and end date.

12.02 Application

12.02.01

All applicants for posted position vacancies must apply in accordance with the manner set out in the posting, which shall require the applicant to state their availabilities, preferences for

scheduling, student status at McGill, language proficiency (if relevant), previous invigilation experience at McGill, and any other assignments presently held at the University.

12.02.02

In accordance with the manner set out in the posting, candidates wishing to apply on a posting must do so during the posting period and submit their availabilities.

12.02.03

Availabilities may be amended by a candidate at any time while positions are open for application.

ARTICLE 13 – SELECTION AND APPOINTMENT

13.01 Priority Pool

13.01.01

A priority pool for hiring of Invigilators shall be established based on the following categories:

- **Category 1.** New applicants who have never previously worked as an Invigilator at McGill University.
- **Category 2.** Returning applicants from other Hiring Units.
- **Category 3.** Returning applicants who have previously invigilated in the Hiring Unit.
- **Category 4.** Returning applicants who have passed their probationary period in the Hiring Unit.

Hiring priority shall be given by Hiring Unit; Category 4 applicants have the highest hiring priority, followed by Category 3, and finally Category 2. Only after these categories are exhausted may new applicants (Category 1) be appointed. In selecting new applicants, preference may be given to McGill students.

If not all Category 4 applicants can be offered a job, priority shall be given based on number of shifts previously invigilated in that Hiring Unit during the last examination period from most to least.

13.01.02

An Invigilator is automatically removed from the priority pool of a given Hiring Unit when she:

- i) Resigns;
- ii) is terminated by the Hiring Unit, unless she is reinstated;
- iii) did not hold an Invigilator position in a Hiring Unit for three consecutive academic terms (Summer assignment counting). Time spent on maternity leave, parental leave or paternity leave does not count as time off work for the purpose of this paragraph.

13.01.03

Notwithstanding 13.01.02 (i) above, an Employee who does not apply for a term or who refuses an offered appointment does not waive her priority for subsequent terms.

13.02 Appointment

13.02.01

Any hiring unit of the University which employs any member of the bargaining unit makes an appointment of that invigilator as per 13.02.02, or as per 13.02.03.

13.02.02 Final Exam Appointment

A Final Exam Appointment is the appointment of an Invigilator for any number of shifts for the invigilation during the final examination period.

13.02.03 Midterm Appointment

Any appointment of an Invigilator, for any number of shifts, which is not a Final Exam Appointment, shall constitute a Midterm Appointment.

13.03 Selection

13.03.01

The Hiring Unit shall make appointments according to the priority pool, availability and qualifications.

13.03.02

In addition to clause 13.03.01, the University shall respect, as much as possible, the preferences stated by the Invigilator on the application form as outlined in clause 12.02.01.

13.04 Notification to the Union

13.04.01

At least fourteen (14) calendar days before the beginning of the final examination period, the Hiring Units shall provide the Union, in electronic format, a tentative list of all Final Exam Appointments. This shall include the following:

- Identification of the Hiring Unit;
- Identification of Invigilation Complex, if applicable;
- Name of Invigilator;
- Indication as to the category of the Invigilator in the priority pool;
- Total hours of appointment;

- Invigilator's email address.

13.04.02

For a period of Sixty (60) calendar days following the receipt of the list in 13.04.01, the Union shall have access to the applications submitted on time by submitting a written request to Human Resources (Employee Relations).

13.04.03

For a period of Sixty (60) calendar days following the midterm, the Union shall have access to applications for Midterm Appointments by submitting a written request to Human Resources (Employee Relations).

13.05 Notification of Appointment

13.05.01

Applicants will be advised of the outcome of their application at least fourteen (14) calendar days before the start of the Final Exam Appointment or five (5) calendar days before the start of the Midterm Appointment.

Subsequently, successful applicants will receive the letter of offer (electronic or paper), which shall include the required information as per article #14.01. If the letter of offer is made electronically, an electronic copy of the Collective Agreement shall be included.

13.05.02

Members of the Bargaining Unit to whom a position has been offered must sign and return their contract within five (5) working days of receipt of the offer, or in the case of Midterm Appointments, two (2) working days of receipt of the offer.

13.06 Training

Every Hiring Unit shall provide paid information sessions or paid training to Invigilators before they begin their first appointment in that Hiring Unit. The Union must be notified as soon as possible before the information sessions or training sessions.

Invigilator duties and responsibilities shall be clearly stated during the training sessions organized by the Hiring Unit. Any additional instructions specific to a given examination or examination complex shall be provided at the beginning of a given shift.

13.07 Appointments during examination period

In the event that the number of Invigilators assigned in one complex is more than required, no Invigilator shall be asked to forfeit the shift to which she was previously assigned.

In the event that the number of Invigilators assigned in one complex is less than required, the shifts available shall be communicated in writing at the respective exam offices during the exam period, and shall be offered first to Invigilators working in the given Hiring Unit during the given examination period, if possible.

ARTICLE 14 – EMPLOYMENT CONTRACT

14.01

The University will provide all Employees with an employment contract (electronic or paper) along with the Union membership form before starting their first shift.

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

The contract must include the following information:

- Hiring Unit
- Job title
- Salary
- Description of duties
- Start and end date of employment
- Identification of the complex, if applicable
- Total number of hours of the appointment
- The following statement: “Note: Your work conditions are included in the Collective Agreement contracted between AGSEM - Invigilators and McGill.”
- The aforementioned employment contract shall also include the Union membership form and a statement specifying that the Employee must complete, sign and return it to the Hiring Unit or to the Union.

The University will send all completed and returned membership forms to the Union. A copy of an Employee’s employment contract will be sent to the Union upon request within ten (10) working days. The University is not responsible for contacting Employees regarding any unreturned membership forms.

For final exams, in order to facilitate membership card signing, the University shall allow the Union to have a table outside all training sessions and for the School of Continuing Studies, the Union shall have the opportunity to have a table outside the local exam office to be used at the end the Employee’s shift.

ARTICLE 15 – PROBATIONARY PERIOD

15.01 Probationary period

The probationary period is completed upon being appointed in a third consecutive academic term in a given Hiring Unit.

15.02

For the purpose of the present article, the summer period may count as a term; however, the winter and fall academic terms of the same calendar year may be considered as consecutive.

15.03

An Employee terminated by a given Hiring Unit under article 15.04 and 15.05 does not see her employment status in any other given Hiring Unit affected.

15.04

An Employee in her probationary period is entitled to all the provisions of the Collective Agreement from the time she is hired. However, if the Employer terminates the employment of the Employee during the probationary period, the Employee is not entitled to contest the termination using the Grievance procedure unless termination is based on a discriminatory motive or exercising a right under this Collective Agreement.

15.05

Should the respective manager determine that the Employee has not passed probation, this will be confirmed in writing, with a copy to the Union.

15.06

An Employee, member of the Bargaining Unit, who at the signature of the Collective Agreement has met the conditions outlined in the present article, is deemed to have passed her probationary period.

ARTICLE 16 – HEALTH AND SAFETY

16.01

The University recognizes its responsibility to maintain safe working conditions for its Employees.

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

The University, the Union and the Employees are subject to the rights and obligations set out in the Act respecting Occupational health and safety and the Act respecting industrial accidents and occupational diseases.

16.02

All Employees shall be made aware of occupational health and safety regulations related to their employment.

16.03

The University will provide Employees with safety equipment, materials and protective devices required for the safe performance of an Employee's duties.

16.04

The Union shall have the right to appoint a representative to the Exam Security working group meeting.

16.05

The University will ensure first-aid services during working hours.

16.06

An Employee has the right to refuse to perform a task if the Employee has reasonable grounds to believe that the performance of the task would endanger their health, safety or physical well-being, or would expose another person to a similar danger. The Employee must abide by the work refusal process recognized by legislation.

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

ARTICLE 17 – LEAVES

17.01 Maternity Leave

17.01.01

In case of pregnancy, an Employee will be entitled to a maternity leave without pay, of not more than eighteen (18) consecutive weeks unless, at her request, the University consents to a longer maternity leave.

The Employee may spread the maternity leave as she wishes before or after the expected date of delivery. However, where the maternity leave begins on the week of delivery, that week shall not be taken into account in calculating the maximum period of eighteen (18) consecutive weeks.

If the delivery takes place after the expected date, the Employee is entitled to at least two (2) weeks of maternity leave after the delivery.

The maternity leave may not begin before the beginning of the sixteenth (16th) week preceding the expected date of delivery and shall not end later than eighteen (18) weeks after the week of delivery.

17.01.02

The Employee must specify in writing to her Department Head or to the Department of Human Resources, the dates of her intended Maternity Leave, at least three (3) weeks prior to the date of commencement of the leave. The notice must be accompanied with a medical certificate attesting to the pregnancy and the expected date of delivery. Where applicable, the medical certificate may be replaced by a written report signed by a midwife.

The notice may be of less than three (3) weeks if the medical certificate attests that the Employee needs to stop working within a shorter time.

From the sixth (6th) week preceding the expected date of delivery, the University may, in writing, require a pregnant Employee who is still at work to produce a medical certificate attesting that she is fit to work.

If the Employee refuses or neglects to produce the certificate within eight (8) working days, the University may oblige her to take her maternity leave immediately by sending her a written notice to that effect giving reasons.

17.01.03

Where there is termination of pregnancy before the beginning of the twentieth (20th) week preceding the expected date of delivery, the Employee is entitled to a special maternity leave, without pay, for a period of no longer than three (3) weeks, unless a medical certificate attests that the Employee needs an extended leave.

If the termination of the pregnancy occurs in or after the twentieth (20th) week, the Employee is entitled to a maternity leave without pay of a maximum duration of eighteen (18) consecutive weeks beginning from the week of the event.

17.01.04

Where there is a risk of termination of pregnancy or a risk to the health of the mother or the unborn child, caused by the pregnancy and requiring a work stoppage, the Employee is entitled to a special maternity leave, without pay, for the duration indicated in the certificate from a qualified medical practitioner stating the existing risk and indicating the expected date of delivery.

The leave is, where applicable, deemed to be the maternity leave provided for in section 17.01.01 from the beginning of the fourth (4th) week preceding the expected date of delivery.

An Employee who presents a medical certificate stating that the working conditions of her job contain physical danger or risks of infectious disease for her, her unborn child or the child she is breast-feeding, may request to be reassigned to other duties involving no such danger that she is reasonably capable of performing while continuing all the rights and privileges of her normal position. If reassignment is not possible, the Employee will be immediately granted a special leave, in conformity with the provisions of an Act Respecting Occupational Health and Safety,

until she is reassigned or until the date of delivery, at which time the regular maternity leave will begin or until the child is weaned.

17.01.05

If, before her Maternity Leave ends, an Employee presents a certificate from a qualified medical practitioner stating that, for the health of the Employee or of her 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 for the duration indicated in the medical certificate.

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

When a newborn child is not in a state to leave the hospital or is hospitalized during the maternity leave, the Employee may interrupt her Maternity Leave and return to work. The leave may 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.

17.01.06

An Employee may be absent from work without pay for a medical examination related to her pregnancy or for an examination related to her pregnancy carried out by a midwife. She shall advise the University as soon as possible of the time at which she will be absent.

17.02 Paternity leave

An Employee is entitled to a paternity leave of not more than five (5) consecutive weeks, without pay, on the birth of his child.

The paternity leave shall not begin before the week of the birth of the child and shall not end later than fifty-two (52) weeks after the week of the birth.

17.03 Parental Leave

17.03.01

The father and the mother of a newborn and the person who adopts a minor child are entitled to a parental leave without pay, of not more than fifty-two (52) consecutive weeks.

The parental leave may not begin before the week of birth or, in the case of adoption, the day the child is entrusted to the care of the Employee within the framework of an adoption procedure or the day the Employee leaves her work to go to a place outside Québec in order that the child be entrusted to her. It shall end not later than seventy (70) weeks after the birth or, in the case of adoption, seventy (70) weeks after the child was entrusted to the Employee.

17.03.02

Before going on parental leave, an Employee must give the University a notice of at least three (3) weeks, indicating the date the Employee will begin her leave and the date when she will return to work. However, the notice may be shorter if accompanied by a medical certificate validating the state of health of the child or of the mother.

At the end of a maternity, paternity or parental leave, the Employee shall be reinstated in her regular position with the same benefits, including the wage to which she would have been entitled had she remained at work.

If the position held by the Employee no longer exists when she returns to work, the University shall recognize all the rights and privileges to which the Employee would have been entitled if she had been at work at the time her position ceased to exist.

17.03.03

An Employee may be absent from work ten (10) days a year without pay to meet obligations related 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. This leave may be divided into days. A day may also be divided with the University's consent. The Employee must notify the University as soon as possible of her absence and must take the appropriate measures to limit the duration of the absence.

17.03.04

An Employee may be absent from work, without pay, for a period of not more than twelve (12) weeks over a period of twelve (12) months where she must stay with her child, spouse, the child of her spouse, her father, mother, brother, sister or one of her grandparents because of a serious illness or serious accident.

The Employee must advise the University as soon as possible of an absence from work and, at the request of the University, furnish a document justifying the absence.

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.

The paragraphs 2 and 3 of section 17.03.02 apply with the necessary modifications, to the Employee's absence.

17.04 Absence for Birth or Adoption

An Employee may be absent from work for five (5) days at the time of the birth of her child or the adoption of a child or where there is a termination of pregnancy in or after the twentieth (20th) week of pregnancy. The first two (2) days of absence will be with pay if the Employee is credited with sixty (60) days of uninterrupted service.

This leave may be divided into days at the request of the Employee. It may not be taken once fifteen (15) days have expired since the child's arrival at the home of her father or mother or after the termination of pregnancy.

17.05 Return to Work

17.05.01

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 from any parental, paternity, or maternity leave. Upon her return to work, the Employee will benefit of the same rate and working conditions that she would enjoy, had she remained at work.

17.05.02

The University may require a medical certificate from an Employee who returns to work within the two (2) weeks following delivery, attesting to the fact that she is fit to work.

17.06 Medical Leave

The Employee must directly advise her immediate supervisor of her absence, prior to the start of the Employee's shift. The sick leave is without pay.

17.07 Bereavement leave

- a) In the event of the death of her spouse, child, or spouse's child, an Employee is entitled to a paid bereavement leave of three (3) consecutive calendar days.
- b) In the event of the death of her mother, father, brother, sister, spouse's mother, spouse's father, spouse's sister, spouse's brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, an Employee is entitled to a paid bereavement leave of three (3) consecutive calendar days. In the event of the death of a member of her family residing with the Employee, or of a child, or of a spouse's child not residing with the Employee, an Employee is entitled to a paid bereavement leave of three (3) consecutive calendar days.
- c) In the event of the death of the grandparents or grandchildren, an Employee is entitled to two (2) consecutive calendar days.
- d) In the event of the death of the daughter-in-law and son-in-law, an Employee is entitled to one (1) day.
- e) In the event of the death of any other member of the family, an Employee is entitled to one (1) paid day of bereavement leave, provided she attends the funeral.
- f) In the event of the death of the spouse, child, spouse's child, father, mother, brother, sister, spouse's father, spouse's mother, it is also permissible for an Employee to add to the above-mentioned periods an unpaid leave not to exceed three (3) consecutive calendar days.
- g) One supplementary paid day of leave will be granted if an Employee must travel more than 160 kilometers from her home in order to attend the funeral.
- h) Unless otherwise indicated, the above mentioned leaves shall be comprised between the date of the death and the funeral. Only Employees scheduled to work during that period will be eligible for the paid leave.

17.08 Conference Leave

If an Employee is requested to attend a conference by her Academic Supervisor at McGill University, she shall be granted leave without pay to participate.

ARTICLE 18 – RATES OF PAY

18.01

Rates of pay for all Employees will be:

- Upon coming into effect of the Collective Agreement: \$10.65
- May 1st 2014: \$10.86

18.02

No Employee will see their remuneration reduced as a result of the coming into effect of the Collective Agreement, provided that they work in a specific Hiring Unit in consecutive terms as defined in article 15.02.

18.03

All Employees shall receive, on each pay, a four percent (4%) vacation indemnity.

18.04

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

18.05

Upon termination of employment, the University shall issue to the Employee a record of employment as required by the Employment Insurance Act.

ARTICLE 19 – APPENDICES AND LETTERS OF AGREEMENT

19.01

All appendices and letters of agreement found in this Collective Agreement shall be an integral part of the present Collective Agreement.

ARTICLE 20 – TERM OF THE COLLECTIVE AGREEMENT

20.01

This Collective Agreement shall come into force at the date of its signature and shall continue in effect until April 30th 2015.

The provisions of this Collective Agreement shall continue in force until a new Collective Agreement is signed.

APPENDIX I – BARGAINING CERTIFICATE

Le certificat d'accréditation émis le 7 avril 2010 par le commissaire Arlette Berger
(dossiers : AM-2001-0272; affaires : CM-2009-1868)

ACCRÉDITÉ	L'ASSOCIATION DES ÉTUDIANTS-E-S DIPLÔMÉ-E-S EMPLOYÉ-E-S DE MCGILL / ASSOCIATION OF GRADUATE STUDENTS EMPLOYED AT MCGILL (AGSEM)
	pour représenter:
	« Tous les surveillants d'examens salariés au sens du code du travail. »
DE :	UNIVERSITÉ MCGILL 688, rue Sherbrooke ouest, Montréal, Québec H3A 3R1 <u>Établissements visés:</u> Tous ses établissements
	Arlette Berger Commissaire du travail

APPENDIX II – UNION MEMBERSHIP FORM

AGSEM
Invigilator Membership Form

This form must be completed and returned to the Hiring Unit before beginning your first shift. Alternatively, the form may be returned directly to the Union at our office (3479 rue Peel, 3rd floor). If you receive your letter of offer electronically, you should receive a copy of the Collective Agreement. If you do not receive a copy of the Collective Agreement, you can contact us at mail@agsem-aeedem.ca.

Semester: Fall / Summer / Winter Year: _____

McGill ID: _____

Family Name: _____ Given Name: _____

Mailing Address: _____

Telephone Number: _____

McGill Email: _____ Non-McGill Email: _____

Hiring Unit: _____ Complex (if applicable): _____

Degree and Year if applicable (eg. MA 2): _____

The Association des étudiant-e-s diplômé-e-s employé-e-s de McGill/ Association of Graduate Students Employed at McGill (AGSEM) was created to protect and advance the working conditions and interests of invigilators, teaching assistants and course lecturers. By signing this form I confirm or reaffirm that I am a member of AGSEM and pledge to observe the statutes, bylaws, and decisions of the Union.

Signature: _____ Date: _____

APPENDIX III – LETTERS OF AGREEMENT


Letter of Agreement I

The Parties recognize that the term floater used before the signature of the Collective Agreement will be replaced by the term circulator.


In witness whereof, the Parties have signed at Montreal this 7th day of October 2013.


For McGill University:

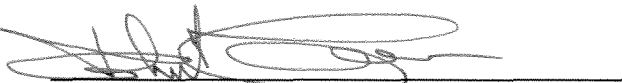
**For Association of Graduate Students
Employed at McGill (AGSEM)**

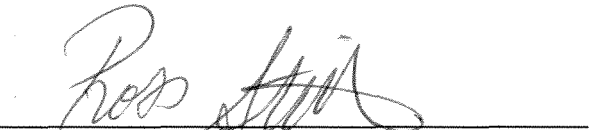

Michael Di Grappa
Vice Principal, Administration & Finance



Suncica Avlijas
Vice President, Invigilators



Lynne B. Gervais
Associate Vice Principal, Human Resources

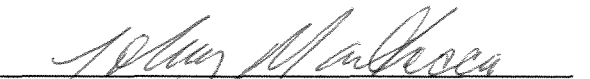

James Burnett
Grievance Officer, Invigilators


Robert Comeau
Director, Employee & Labour Relations


Ross Stitt
Bargaining Officer, Invigilators


Alexandre Coutu
Advisor, Employee & Labour Relations


Patrice Racine
Union Advisor, FNEEQ-CSN


Johnny Martuccio
Manager – Records, Registration & Accounts
School of Continuing Studies
Negotiation Committee Member


Jocelyne Younan
Associate Registrar, Enrolment Services
Negotiation Committee Member