

COLLECTIVE AGREEMENT

between

CONCORDIA UNIVERSITY

and

**THE PUBLIC SERVICE ALLIANCE OF CANADA /
TRAC UNION**

(INVIGILATORS)

In effect until May 31 2022

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ARTICLE 1 PREAMBLE AND PURPOSE

- 1.01 It is the general purpose of this Collective Agreement to establish an orderly collective bargaining relationship between the Employer, the Union and the Employees, to define rates of pay and other working conditions, as well as to ensure the prompt and peaceful resolution of disputes and grievances which may arise from time to time.
- 1.02 The University recognizes the important role played by Invigilators as part of the invigilation process at the University.

ARTICLE 2 RECOGNITION AND APPLICATION

- 2.01 The Employer recognizes the Public Service Alliance of Canada (PSAC), represented by local 12500, as the sole representative of all Employees for the purposes of bargaining and applying this Collective Agreement.
- 2.02 The Bargaining Unit is, as described in the certificate issued by the Commission des relations du travail du Québec dated December 12, 2014, all persons employed as Invigilators by Concordia University (see Appendix C).
- 2.03 An individual agreement between the Employer and an Employee that contradicts the terms of this Collective Agreement is inapplicable unless it received the Union's consent.
- 2.04 No modification shall be brought to the Collective Agreement without written agreement by the parties.

ARTICLE 3 DEFINITIONS

- 3.01 **Academic Term:** There are three (3) Academic Terms, Fall, Winter and Summer, which begin on the dates set by the University and end on the day preceding the next term.
- 3.02 **Business Day:** A normal business day from Monday to Friday, excluding days on which the University is officially closed.
- 3.03 **Collective Agreement:** the present Collective Agreement.
- 3.04 **Employee:** An Invigilator or a Lead Invigilator employed by Concordia University who is in the bargaining unit described in Article 2, «Recognition and Application».
- 3.05 **Employer:** Concordia University.

- 3.06 **Hiring Unit:** a University entity, such as an office, a department, a center or an administrative body that hires Employees.
- 3.07 **Immediate supervisor:** the staff member or staff members of the Employer to whom an Employee normally reports to regarding matters pertaining to their employment in the Bargaining Unit.
- 3.08 **Spouse:** either of the two persons who :
- (a) are married or in a civil union and cohabitating;
 - (b) being of the 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 the opposite sex or the same sex and have been living together in a *de facto* union for one year or more.
- 3.09 **Union:** The Public Service Alliance of Canada (PSAC)/TRAC Union
- 3.10 **University:** Concordia University.

ARTICLE 4 NO DISCRIMINATION, NO HARASSMENT

No discrimination

- 4.01 In the application of this Collective Agreement, neither the Employer, nor the Union, nor any of their representatives shall threaten, coerce or discriminate against an Employee or other member of the University community based on race, colour, sex, gender, gender expression, pregnancy, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to palliate a handicap.

No Harassment

- 4.02 Every Employee has a right to a work environment free from harassment. The Employer shall take every reasonable action to prevent harassment and, when made aware of such behaviour, take appropriate action to end it.

Harassment

- 4.03 Harassment is defined as any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affect an Employee's dignity or psychological or physical integrity and that result in a harmful work environment for the Employee. Vexatious behaviour may include a single serious incidence of such behaviour that has a lasting harmful effect on an Employee.

Harassment also includes the abuse of authority or the improper use of power which may undermine an Employee's job performance. It may include such acts as intimidation, threats, blackmail, or coercion.

Sexual Harassment

- 4.04 Sexual harassment is any conduct, comment, gesture or physical contact of a sexual nature or implied sexual nature directed at an Employee that is unwarranted, unsolicited, and unwelcome and that might reasonably be expected to cause offence, ridicule, humiliation or that might reasonably be perceived as compromising an Employee's right to fair and reasonable work conditions, or right to dignity.

ARTICLE 5 EMPLOYMENT FILE

- 5.01 A confidential employment file shall only be created in cases where documentation exists relating to an Employee's employment, such as performance reviews, disciplinary measures, or official government documents. Such file shall be kept in the Department of Human Resources. No document of an unknown source shall be included in the file.
- 5.02 An Employee shall receive a copy of any job performance evaluation placed in their employment file.
- 5.03 An Employee may, by appointment, within five (5) Business Days of their written request to Human Resources, consult their employment file in the presence of a representative of the Employer and, if they wish, in the presence of a local Union representative.
- 5.04 When an Employee is unable to consult their employment file, they may request in writing that the Employer allow a Union Representative to do so. Such consultation shall take place in the presence of a representative of the Employer, by appointment, within five (5) Business Days of the Employee's request.
- 5.05 An Employee may request a photocopy, at their expense, of any document contained in their employment file. The cost of photocopying shall be the current rate posted in the University Copy Centre.

ARTICLE 6 MANAGEMENT RIGHTS

6.01 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 with the provisions of the present Collective Agreement.

ARTICLE 7 UNION SECURITY

7.01 All Employees shall become members of the Union upon hiring. To do so, an Employee shall sign the membership form found in Appendix B. These forms shall be made available either electronically or in paper in each Hiring Unit. The Employee must send the signed form to the Union office located at 2100 Mackay street (PR annex, suite 205), Montreal.

7.02 The Employer is not required to dismiss an Employee because the Union has refused, suspended, or rescinded their union membership.

7.03 The Union shall inform the Employer in writing of the amount of dues to be deducted and any changes thereto.

7.04 The Employer shall deduct said Union dues at the next full pay period following notification by the Union and shall remit the dues to the Union within fifteen (15) Business Days of each pay period, along with an alphabetical listing of the names of Employees from whom the deductions have been made and the amount of said deductions.

ARTICLE 8 UNION LEAVE

8.01 a) The total maximum number of hours the Employer shall pay for Employees designated by the Union to take care of any union business is one hundred and seventy-five (175) hours per year. These hours may not be carried over from one year to the next. An Employee holding a position in the Union is not required to hold an Invigilator shift concurrently with their duties. This exception will last until the end of their mandate in the Union. Said union leave will be paid at the current rate for the position last held by the Employee or the highest rate from any of their previous shifts held within the last three (3) years.

In addition, the Employer shall also liberate Employees designated by the Union to take care of any union business for a total of two-hundred (200) hours per year, without pay.

b) For any union leave, the Union must notify the Employer at least seven (7) Business Days in advance.

c) The Union shall decide how these hours are allotted and shall collect payment according to the procedure established by the Employer. However, union activities must be performed outside the work schedule of the Employee.

ARTICLE 9 NO STRIKES, NO LOCKOUTS

9.01 There shall be no strikes or lockouts as defined in the Quebec Labour Code during the life of this Collective Agreement.

ARTICLE 10 JOINT UNION MANAGEMENT COMMITTEE

10.01 The parties agree to form a Joint Union Management Committee composed of up to two (2) representatives appointed by the Union and up to two (2) representatives appointed by the Employer.

10.02 The Joint Union Management Committee shall maintain a spirit of cooperation and mutual respect and shall attempt to facilitate a good working relationship between the Employer and the Union, to seek the timely correction of conditions which may give rise to misunderstandings or grievances, and to be a forum for the exchange of information.

10.03 At the written request of either party stating which matters it wishes to discuss, the parties shall agree on a date and time of a meeting within a reasonable time.

10.04 The Joint Union Management Committee does not have the authority to alter or amend the Collective Agreement.

10.05 On an exceptional basis and provided reasonable notice is given, either of the parties may invite an additional representative to attend a meeting of the Joint Union Management Committee.

ARTICLE 11 JOB POSTINGS AND APPLICATION

Postings in the Examinations Office and the Access Centre for Students with Disabilities (ACSD)

- 11.01 All appointments for invigilation shall be posted by the Employer at a minimum on the Department of Human Resources' website no later than August 15 for the Fall Academic Term, December 15 for the Winter Academic Term and April 15 for the Spring/Summer Academic Term and shall be posted for a minimum of twenty (20) Business Days.
- 11.02 A copy of all postings for invigilation (or a link to the electronic copy) shall be sent to the Union at the same time that they are posted.
- 11.03 A supplementary posting may be made in the event that not enough qualified applicants are received to fill all required appointments, or in the event that exceptional circumstances make it impossible to post in accordance with article 11.01. The Union shall be notified of the exceptional circumstances and the posting shall be made as soon as possible.
- 11.04 All postings shall include:
- The name of the Hiring Unit (Examinations Office or ACSD)
 - A description of the job duties
 - The normal requirements
 - The rate of pay
 - The date of the posting and its expiry date
 - The exam period beginning or end date or exam date and time
 - The application instructions
 - The name of the Bargaining Unit
 - The following statement: «The Employee working in more than one (1) Hiring Unit must inform his Immediate Supervisor if an appointment would allow them to reach or exceed forty (40) hours of work in one (1) week.»

Postings for Appointments in Faculties

- 11.05 New opportunities for invigilation shall be posted by the Employer on the Faculty's website for a minimum of ten (10) Business Days. The Department of Human Resources' website shall direct potential applicants to invigilation opportunities on the Faculties' websites.
- 11.06 A copy of all postings for invigilation (or a link to the electronic copy) shall be sent to the Union as the same time that they are posted.
- 11.07 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 in accordance with article

11.05. The Union shall be notified of the exceptional circumstances and the posting shall be made as soon as possible.

11.08 All postings shall include:

- The name of the Hiring Unit
- A description of the job duties
- The normal requirements
- The rate of pay
- The date of the posting and its expiry date
- The exam period (Fall, Winter or Spring/Summer)
- The application instructions
- The name of the Bargaining Unit
- The following statement: «The Employee working in more than one (1) Hiring Unit must inform his Immediate Supervisor if an appointment would allow them to reach or exceed forty (40) hours of work in one (1) week.»

11.09 All new applications received by the Hiring Unit prior to the expiry date of the posting, which meet the qualifications required, shall constitute the Hiring Unit's pool of new candidates for the Academic Term.

Application to the Examinations Office

11.10 As per article 12 – Selection and Appointment, prior to an examination period, the Examinations Office shall send a request for availability to all members in the priority pool inviting them to submit their availabilities. For those members who do not have an email address, the request for availability shall be mailed to the last known address.

11.11 The application for invigilation consists in the Employee submitting their availabilities, home mailing address, phone number and email address on an on-line system. The application screen will inform the Employee of the exam period beginning and end date, the rate of pay and the date by which the work schedule will be sent and by which means.

11.12 Applications by new applicants shall be done in accordance with the instructions provided on the posting and shall require the applicant to state their availabilities for each day an exam may be scheduled during the exam period (including weekends). New applicants may be required to provide information on language proficiency, student status, level of study at Concordia as well as previous invigilation experience.

11.13 Availabilities may be amended by priority pool members during the application period.

Application in the Access Centre for Students with Disabilities (ACSD) and the Faculties

- 11.14 As per Article 12 – Selection and Appointment, prior to an Academic Term, the Hiring Unit shall send a request for availability to all members in the priority pool inviting them to submit their availabilities for said term. This request for availability will indicate the date by which the Employee must return their availabilities to the Hiring Unit, the rate of pay and will ask that Employees submit their home mailing address, phone number and email address. For those members who do not have an email address, the request for availability shall be mailed to the last known address.
- 11.15 The request for availability letter shall include: the exam period beginning and end date, rate of pay, date by which the Employee must return the letter, home mailing address, phone number and email address.
- 11.16 Applications by new applicants shall be done in accordance with the instructions provided on the posting and shall require the applicant to state their availabilities for each day an exam may be scheduled during the exam period (including weekends) or for the entire Academic Term. New applicants may be required to provide information on language proficiency, student status, level of study at Concordia as well as previous invigilation experience.

ARTICLE 12 SELECTION AND APPOINTMENT

Selection

- 12.01 A priority pool for each Hiring Unit shall be established consisting of returning applicants who have previously invigilated in this Hiring Unit.
- 12.02 Priority pool applicants in a Hiring Unit who have given their availabilities within the delays stipulated in the request form of sections 11.10 and 11.14 will have hiring priority over new applicants who have never previously worked as an Invigilator in that Hiring Unit provided for at section 12.05.
- 12.03 An Invigilator is automatically removed from the priority pool when they:
- a) Resign, or
 - b) Are terminated unless they are reinstated, or
 - c) Did not hold a position within the bargaining unit for three (3) consecutive Academic Terms (including the Summer exam period). Time spent on union leave, maternity leave, parental leave, paternity leave and compassionate leave does not count as time off for the purpose of this paragraph. It is the responsibility of the Invigilator to inform the Hiring Unit that they are on such leave. The Invigilator may be asked for proof in regards to any of the aforementioned leaves, or

- d) Are absent or fail to notify the Immediate Supervisor of their absence at least forty-eight (48) hours in advance (excluding weekends and statutory holidays) of an assigned examination shift on two (2) occasions in an Academic Term without a valid reason.

12.04 Notwithstanding 12.03 (a) above, an Employee who does not apply for an appointment for an Academic Term or refuses an offered appointment does not waive their priority for subsequent terms as long as they have invigilated at least one (1) exam during the previous three (3) consecutive Academic Terms.

Appointments

12.05 Appointments shall be made according to availabilities and qualifications and in accordance with article 12.02. During the initial scheduling for an examination period, and up until seven (7) Business Days before an exam or examination period that became available with at least such notice, the Employer shall make every reasonable effort to maximize the allocation of shifts for priority pool members based on availabilities provided by said members.

12.06 In addition to article 12.05, the Employer shall make every reasonable effort to respect the availabilities stated by the applicant on the application form.

12.07 Lead Invigilator hours shall be offered to priority pool members who meet the required qualifications.

Lead Invigilator roles and responsibilities include:

Ensure exams in assigned rooms start on time and are properly set up. Take attendance of Invigilators, circulate to all assigned rooms throughout the duration of the shift. Be available for Invigilator/student requests, circulate corridors and monitor bathroom breaks. Gather student seat cards and other exam material. Complete all tasks as per job description.

Lead Invigilators are selected based on initiative, leadership, capacity to work autonomously, reliability, communication skills and a good attendance record.

Notification to the Union

12.08 As per article 7.01, the following information will be made available to the Union via access to the HRIS:

- Employee name
- Job title
- Date of initial hire (after the signing of the Collective Agreement)
- Pay rate
- Home phone number, if available
- Home mailing address, if available

- Email address, if available
- Hiring Unit
- Total hours (after the signing of the Collective Agreement)
- Priority Pool status

Notification of Appointment

12.09 All new successful applicants shall receive a written confirmation of employment including the following information:

- Job title
- Pay rate
- Description of duties
- Start and end date of employment
- Total number of hours, if available
- Work schedule and location(s), if available

The following statement and a link to an electronic copy of the Collective Agreement: «The terms of your working conditions are outlined in the Collective Agreement between PSAC Local 12500 (TRAC) and Concordia University. You must sign the membership form of Appendix B of the Collective Agreement and return it to the Union office located at 2100 Mackay street (PR annex, suite 205), Montreal. The membership form can also be found at the following link:

_____.

Appointments during and Examination Period

12.10 In the event that the number of Employees assigned to an examination is more than required, no Employee shall be asked to forfeit the shift which they were previously assigned. In such case, the Employee must remain on site during the length of the assigned shift and may be required to perform related duties. If the Employee wishes to leave, they will forfeit the pay associated with the shift.

ARTICLE 13 HOURS OF WORK AND WORKING CONDITIONS

13.01 Examination times are scheduled by the Hiring Unit.

13.02 When an Employee is scheduled for two (2) exam shifts in one day, the Employer shall make every effort to assign shifts that are consecutive, if the Employee is available.

13.03 Invigilators must report to work thirty (30) minutes before the start of the exam. They will also be available at least thirty (30) minutes after. This time is paid at the prevailing hourly wage rate paid to the Employee.

- 13.04 The lead Invigilator and/or the professor will be responsible to assist the Invigilator working alone to monitor bathroom breaks.
- 13.05 Any work performed by an Employee in excess of forty (40) hours in one (1) week shall be considered overtime and entails a premium of fifty (50) percent (%) of the prevailing hourly wage rate paid to the Employee. Overtime work shall not be mandatory for any Employee. For Employees working in more than one Hiring Unit, it is the responsibility of the employee to inform the Hiring Unit in which an appointment would allow the Employee to reach or exceed this threshold in any given week.
- 13.06 An Employee is deemed to be at work during any training required by the Employer. The training period shall be paid according to Appendix A (wages). The Employer will notify the Union of training sessions for new employees, if any, and the Union may schedule a presentation after the paid training session. The Union must immediately notify the Employer if they wish to make such a presentation. To this end and if necessary, the Employer shall extend the reservation of the room for a duration of thirty (30) minutes after the scheduled end of the training. Such period is unpaid.
- 13.07 An Employee shall not be required to provide or use any personal equipment to perform their duties, such as, but not restricted to, a personal watch/clock or dry eraser markers.

ARTICLE 14 GRIEVANCE AND ARBITRATION PROCEDURE

- 14.01 The parties agree that it is preferable to resolve problems through discussions among those persons directly concerned before submitting a grievance.
- 14.02 Any dispute between an Employee and the Employer not resolved as set out above, or any dispute arising between the Employer and the Union, may be the subject of a grievance insofar as such disputes result from the interpretation, the application or the alleged violation of the Collective Agreement. Grievances by an Employee must have the approval and support of the Union.
- 14.03 A grievance shall be submitted in writing, preferably on the official form, and shall specify:
- a) Whether the grievance is personal, from a group, from the Union or the Employer;
 - b) The affected Employee(s)' name;
 - c) The provision or the provisions of the Collective Agreement that have been allegedly misinterpreted, misapplied or violated;

- d) A description of the incident giving rise to the grievance, including the date of the incident;
- e) The remedy sought;
- f) The Union or Employer representative signature as appropriate.

14.04 A grievance initiated by an Employee, a group of Employees, or the Union shall be treated in the following manner:

- a) A grievance shall be submitted to the Manager of Employee Relations no later than forty (40) Business Days after the incident giving rise to the grievance.
- b) The University shall reply in writing within fifteen (15) Business Days of receiving the grievance, with a copy to the Employee, if applicable.

14.05 A grievance initiated by the Employer shall be submitted to the Union President within forty (40) Business Days after the incident giving rise to the grievance.

The Union President shall reply in writing to the other party within twenty (20) Business Days following the latter of the submission of the grievance or, if the parties agree to meet to discuss the grievance, within twenty (20) Business Days following the meeting.

14.06 Failing resolution of the grievance through the procedures set out in clauses 14.04 and 14.05, the Employer or the Union, as the case may be, may submit the grievance to arbitration within forty-five (45) Business Days of the reply or, in the case of the failure to reply, within forty-five (45) Business Days from the date on which the reply was due from the Union or the Employer, as the case may be.

14.07 Upon referral to arbitration, the Employer and the Union shall make every effort to agree on the selection of the arbitrator within twenty (20) Business Days.

If the parties cannot agree on an arbitrator, either party may request the Minister of Labour to appoint an arbitrator.

14.08 Each party shall bear the expenses of its representatives, participants, and witnesses and of the preparation of its own case. The fees and expenses of the arbitrator, the hearing room and any other expenses incidental to the arbitration hearing shall be borne equally by the parties.

14.09 The arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this Collective Agreement.

In matters of discipline the arbitrator may confirm, amend, or set aside the decision of the Employer and may substitute a decision which she/he deems fair and reasonable in the circumstances.

14.10 The decision of the arbitrator shall be final and binding on the parties.

- 14.11 All time limits set forth in the present Article are mandatory but may be extended by written agreement between the parties. The parties agree that such agreement shall not be unreasonably withheld.

ARTICLE 15 DISCIPLINARY MEASURES

- 15.01 The Employer shall not discipline or dismiss an Employee without just and sufficient cause.
- 15.02 The parties agree that disciplinary action is based on the principles of progressive discipline (ie: a verbal reprimand or a written warning should precede dismissal), however it is understood that steps in the disciplinary process may be bypassed based on the seriousness of the offence. Offences that may lead to immediate dismissal include, but are not limited to, gross neglect of duty and gross misconduct.
- 15.03 There are three (3) disciplinary measures which may be imposed on an Employee depending on the gravity and/or frequency of the offense:
- a) verbal warning;
 - b) written warning;
 - c) dismissal.
- 15.04 In the event that an Employee is summoned to a disciplinary meeting, the Employee shall be given three (3) Business Days' notice and they are advised of their right to be accompanied at this meeting by a Union Representative.
- 15.05 When an Employee is disciplined, such discipline shall be documented in writing. The Employee and the Union shall be simultaneously sent a copy, whether electronically or by mail, of any disciplinary measure imposed.
- In the case of a verbal warning, the written confirmation of such warning is sent either electronically or by mail to both the Employee and the Union within five (5) Business Days of said conversation.
- The Employee may attach comments to the disciplinary report. These comments shall not constitute agreement with the contents of such disciplinary report.
- 15.06 All material pertaining to disciplinary action shall be removed from the personnel file of the Employee three (3) Academic Terms worked by the Employee subsequent to the date the action was taken. However, if there is another violation of the same type during this time, material relating to disciplinary action shall be removed from the Employee's personnel file three (3) Academic Terms worked after the date action was taken in connection with the latest violation.

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

ARTICLE 16 HEALTH AND SAFETY

16.01 The Employer shall maintain a safe and healthy workplace in conformity with applicable Quebec legislation.

16.02 The Union and the Employer shall cooperate in promoting compliance with all applicable health and safety rules and regulations.

16.03 The Union may appoint one (1) Employee to serve on the Central Advisory Environmental Health and Safety Committee. The Union must inform the Employer, before or on August 1st (for the fall term) and December 1st (for the winter term), of who is appointed on the Central Advisory Environmental Health and Safety Committee.

16.04 The Employee selected by the Union to attend committee meetings shall not suffer any loss of pay if they have been assigned a shift that coincides with the time of the Central Advisory Environmental Health and Safety Committee meeting. The Employee shall inform their immediate supervisor of such regular committee meetings at least fifteen (15) Business Days in advance. The notice may be of less than fifteen (15) Business Days if a meeting of the Central Advisory Environmental Health and Safety Committee is announced with less notice.

ARTICLE 17 DESIGNATED PAID HOLIDAYS

17.01 The following days are recognized as paid holidays and are not worked:

January 1st
Good Friday
Easter Monday
National Patriot's Day
National Holiday
Canada Day
Labour Day
Thanksgiving
Christmas Day

These days shall be paid in accordance with the *Act Respecting Labour Standards*.

ARTICLE 18 LEAVES OF ABSENCE

Bereavement Leave

18.01 An Employee may be absent from work for two (2) days without reduction of wages by reason of the death or funeral of the Employee's Spouse, child or the child of Employee's Spouse or of the Employee's father, mother, brother or sister. The Employee may also be absent from work, without pay, for three (3) more days on such occasion.

An Employee may be absent from work for one (1) day, without pay, by reason of the death or funeral of a son-in-law, daughter-in-law, one of their grandparents or grandchildren, or of the father, mother, brother or sister of the Employee's Spouse.

The Employee must advise the Employer of their absence as soon as possible. If an Employee must travel, they may be away for a longer period after reaching an agreement with their Immediate Supervisor.

Jury duty

18.02 An Employee shall be granted leave of absence without pay for the periods where they are required to serve as a juror.

Adoption, Maternity, Parental and Paternity Leaves

18.03 A pregnant Employee is entitled to a maternity leave without pay, of not more than eighteen (18) consecutive weeks unless, at her request, the Employer consents to a longer maternity leave. The Employee may spread the maternity leave as they wish 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.

18.04 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.

18.05 The Employee must provide written notice to their Immediate Supervisor and to the Department of Human Resources, indicating the dates of their intended

maternity leave, stating the dates on which the leave will begin and the date on which the Employee will return to work, 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.

18.06 From the sixth (6th) week preceding the expected date of delivery, the Employer may, in writing, require a pregnant Employee who is still at work to produce a medical certificate attesting that they are fit to work. If the Employee refuses or neglects to produce the certificate within eight (8) Business Days, the Employer may oblige her to take their maternity leave immediately by sending her a written notice to that effect giving reasons.

18.07 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.

18.08 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 on the medical 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 18.03 from the beginning of the fourth (4th) week preceding the expected date of delivery.

18.09 An Employee who presents a medical certificate stating that the working conditions of their job may be physically dangerous to their unborn child or to themselves or to a child they are breast-feeding, may request to be reassigned to other duties involving no such danger that they are reasonably capable of performing while maintaining all the rights and privileges of their normal position. If a reassignment is not possible, the Employee will be immediately granted a special leave, in conformity with the provisions of the Act Respecting Occupational Health and Safety, until they are reassigned or until the date of delivery, at which time the regular maternity leave will begin or until the child is weaned.

18.10 If the child is hospitalized during the maternity, paternity or parental leave, the leave may be suspended, following an agreement with the Employer, to allow the Employee to return to work during the hospitalization.

In addition, an Employee who, before the expiry date of the leave, sends the Employer a notice accompanied by a medical certificate attesting that the state of the child or, in the case of maternity leave, that the state of the Employee requires it, is entitled to an extension of the leave for the duration indicated on the medical certificate.

18.11 An Employee may be absent from work without pay for a medical examination related to their pregnancy or for an examination related to their pregnancy carried out by a midwife. They shall advise the Employer as soon as possible of the time at which they will be absent.

Paternity Leave

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

A paternity leave may be taken after giving written notice of not less than three (3) weeks to the Employer, stating the expected date of the leave and that of the return to work. However, the notice may be shorter if the birth of the child occurs before the expected date.

Parental Leave

18.13 The parents 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 the child is born or, in the case of an adoption, the day the child is entrusted to the care of the Employee within the framework of an adoption procedure or the week the Employee leaves their work to go to a place outside Quebec in order that the child be entrusted to them. It shall end not later than seventy (70) weeks after the birth or, in the case of adoption, seventy (70) weeks after the child is entrusted to the Employee.

18.14 Parental leave may be taken after giving notice of not less than three (3) weeks to the Employer, stating the date on which the leave will begin and the date on which the Employee will return to work. However, the notice may be shorter if the Employee must stay with the newborn child or newly adopted child, or with the mother, because of the state of health of the child or of the mother.

- 18.15 At the end of a maternity, paternity or parental leave, the Employer shall reinstate the Employee in the Employee's former position with the same benefits, including the wages to which the Employee would have been entitled had the Employee remained at work. If the position held by the Employee no longer exists when the Employee returns to work, the Employer shall recognize all the rights and privileges to which the Employee would have been entitled if the Employee had been at work at the time the position ceased to exist.

Absence for birth or adoption

- 18.16 An Employee may be absent from work for five (5) days at the time of the birth of their 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 shall be remunerated.

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

The Employee must advise the Employer of their absence as soon as possible.

Return to work

- 18.17 An Employee may return to work before the date stipulated in the notice given pursuant to sections 18.05, 18.12 and 18.14, provided they have given the Employer written notice not less than three (3) week of the new date on which they will return to work.

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

An Employee who does not report to work on the date stated on the notice given to the Employer is presumed to have resigned.

Family and Sick Leave

- 18.18 An Employee may be absent from work ten (10) days per 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 a relative 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* (chapter C-26). This leave may be divided into days. A day may also be divided with the Employer's consent. The Employee must notify the Employer as

soon as possible of their absence and must take reasonable steps within their power to limit the leave and the duration of the leave.

The first two (2) days taken annually shall be remunerated according to the calculation formula described in the *Act respecting Labour Standards*, with any adjustments required in the case of division. The Employee becomes entitled to such remuneration on being credited with three (3) months of uninterrupted service, even if they were absent previously, or after having held a position in the bargaining unit in at least one (1) of the previous three (3) Academic Terms.

- 18.19 An Employee may be absent from work for a period of not more than sixteen (16) weeks over a period of twelve (12) months where they must stay with a relative 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* (chapter C-26), because of a serious illness or a serious accident.

Where the relative or person is a minor child, the period of absence is not more than thirty-six (36) weeks over a period of twelve (12) months.

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

Article 18.15 applies, with the necessary modifications, to the Employee's absence.

ARTICLE 19 WAGES AND EMPLOYEE BENEFITS

- 19.01 Employees are paid by direct deposit to the Canadian financial institution of their choice. Employees will inform the Employer of their account number at said institution and will submit a specimen cheque to the Human Resources Department.

- 19.02 Employees are entitled to vacation pay in accordance with the *Act respecting Labour Standards*. The Employees will receive such payment on each of their pay for said pay period.

19.03 Departments whose wage rate is currently higher than the rate set forth by this Collective Agreement shall maintain their current rate until the wage rate for the classification reaches or surpasses their current rate.

19.04 Wages rates are to be paid in accordance with Appendix A.

ARTICLE 20 DURATION OF THE COLLECTIVE AGREEMENT

20.01 This Collective Agreement shall come into force once it is signed and shall remain in effect until May 31, 2022. The provisions of this Agreement shall remain in effect during the negotiations leading to its renewal.

APPENDIX A HOURLY WAGES

	Date when the present Collective Agreement comes into force	June 1st, 2020 (2.6%)	June 1st, 2021 (Government Salary Policy)
Invigilator	\$ 13,60	\$ 13,95	+ GSP ¹
Lead Invigilator	\$ 14,60	\$ 14,95	+Invigilator rate + 1.00\$

1: The hourly wages for the period starting June 1st, 2021 shall be increased according to the same salary percentage increase granted by the Government of Quebec (PSG) in the public and parapublic sectors for the period starting April 1st, 2021.

APPENDIX B UNION MEMBERSHIP FORM

COMMISSION DES RELATIONS DU TRAVAIL
(Division des relations du travail)

Dossier : AM-2001-5076
Cas : CM-2014-3124

Montréal, le 12 décembre 2014

DEVANT LA COMMISSAIRE : **Andrée St-Georges, juge administrative**

Teaching and research assistants at Concordia (TRAC) / Alliance de la fonction publique du Canada (AFPC)

Requérante
c.

Université Concordia

Employeur

DÉCISION

[1] Le 2 mai 2014, Teaching and research assistants at Concordia (TRAC)/Alliance de la fonction publique du Canada (AFPC) (le **syndicat**) dépose une requête en accréditation en champ libre, en vertu de l'article 25 du *Code du travail*, RLRQ, c. C-27, pour représenter, auprès de l'Université Concordia (l'**employeur** ou l'**Université**) :

« **Tous les surveillants d'examen (invigilators) salariés au sens du Code du travail.** »

[2] L'employeur ne s'oppose pas à l'unité de négociation demandée. Le débat porte uniquement sur la liste de salariés à retenir aux fins de l'évaluation du caractère représentatif du syndicat.

[3] Après audiences, la Commission décide de la liste à retenir et ordonne la tenue d'un vote postal (2014 QCCRT 0511).

[4] Le scrutin se tient comme convenu entre les parties, entre autres modalités, sous la gouverne de l'agent de relations du travail de la Commission.

[5] Le dépouillement des enveloppes se fait le 12 décembre 2014. Il en ressort que parmi les 194 salariés appelés à voter, le syndicat a obtenu la majorité requise pour se valoir une accréditation.

EN CONSÉQUENCE, la Commission des relations du travail

ACCRÉDITE

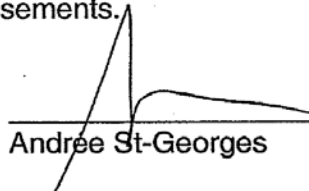
**Teaching and research assistants at Concordia (TRAC)
/Alliance de la fonction publique du Canada (AFPC) pour
représenter :**

**« Tous les surveillants d'examen (invigilators) salariés au
sens du Code du travail. »**

de : **Université Concordia**
1455, boulevard De Maisonneuve Ouest
Montréal (Québec) H3G 1M8

Établissements visés :

Tous les établissements.



Andrée St-Georges

M^e Jacques Lamoureux
LAMOUREUX, MORIN, LAMOUREUX AVOCATS - S.E.N.C.
Représentant de la requérante

M^e Virginie Vigeant
Représentante de l'employeur

Date de la mise en délibéré : 12 décembre 2014
/jt

