

COLLECTIVE AGREEMENT

between

**McGill University Non-Academic Certified Association
(M.U.N.A.C.A.)**

and

McGill University

Duration: December 1, 2010 to November 30, 2015

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ARTICLE 1 PURPOSE OF THE AGREEMENT

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

ARTICLE 2 UNION RECOGNITION

- 2.01** The University recognizes the Union as being the only official representative and the sole authorized agent, for negotiation or other purposes, for the employees covered by this collective agreement.
- 2.02** In order to be valid, all agreements subsequent to the signature of the present agreement among one, several or all employees and the University (Human Resources), that modify the present agreement, must receive the written approval of the Union.
- 2.03** All employees who are members in good standing of the Union at the time of the signing of this agreement, and all those who become members thereafter, must maintain their membership in the Union for the duration of this agreement as a condition of continued employment, subject to the provisions of clause 2.05.
- 2.04** All new employees must become members in good standing of the Union by signing a membership card and by paying the entry fee determined by the Union.
- 2.05** The University is not bound to dismiss or transfer an employee because the Union has expelled them from their ranks.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.01** The University has and retains all its rights and privileges in effectively managing and administering its activities in conformity with the provisions of this agreement.
- 3.02** The University will treat its employees with justice.

ARTICLE 4 DISCRIMINATION AND SEXUAL HARASSMENT

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

ARTICLE 5 SCOPE OF APPLICATION

5.01 This collective agreement applies to all employees covered by the certification issued under the Labour Code who are:

"All employees occupying non-academic positions (full-time, part-time and sessional) except employees occupying positions classified as "M", casuals, student casuals and those already represented by a certified association".

5.02 If, during the lifetime of this agreement, the University is of the opinion that an employee should be excluded from the bargaining unit because they are no longer an employee within the meaning of the Labour Code, and if this employee continues to perform most of the tasks which they performed in their previous position, the University must then proceed according to the provisions of article 39 of the Quebec Labour Code. The burden of proof rests with the University.

In such a case, the provisions of the collective agreement continue to apply to the employee until such time as the Commission des relations du travail hands down a final decision.

5.03 The University will advise the Union in writing, within one (1) month, of the promotion or transfer of an employee to a position excluded from the bargaining unit, indicating the title of the position to which the employee has been promoted or transferred and the place of work.

5.04 Persons excluded from the bargaining unit will not perform work normally done by the different categories of employees covered by the bargaining unit, or any other work which by its nature could be included in the bargaining unit, except in the following cases:

- emergencies, volume of work, temporary lack of personnel
- training of employees
- practical training for students
- work performed by persons employed by the University covered or not by another bargaining unit normally performing the same kind of work, provided the University respects the terms of the certificate of accreditation
- use of casuals in accordance with Appendix 5.

ARTICLE 6 DUES CHECK-OFF

6.01 The University will withhold from the pay of each employee, included in the bargaining unit, the dues fixed by the Union, and remit the sum thus withheld to the Union Treasurer within ten (10) calendar days of the end of the month.

6.02 In case of omission in good faith in the check-off due to administrative or technical error, the University agrees, upon written notice from the Union to this effect, to check off the non-remitted amount within fifteen (15) days of the said notice.

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

6.04 In addition to the deduction of Union dues, the University will provide the Union with a list on a monthly basis of each employee from whom union dues have been withheld as follows:

Name, McGill person ID, Amounts paid, Pay type. The list will be provided in a workable spread sheet format.

ARTICLE 7 GENERAL PROVISIONS

7.01 The University will provide the Union on a monthly basis with the following lists (electronic medium):

- (a) The name of newly hired staff;
- (b) The name of each employee terminated and the date of termination;
- (c) All employees on Placement Transition;
- (d) All employees in the Bargaining Unit:

Name, Pay No., Dept. Code, Dept. Name, Building Code, Building Name, PED Number, Level, Status, Start Date and Phone Number at work. It is understood that phone numbers are not actively maintained and may not be accurate;

- (e) All staff on leave;
- (f) All employees who have left the Bargaining Unit and reason thereof.

7.02 Twice a year, the University will provide the Union with salary information on all members of the bargaining unit.

7.03 The University will forward to the Union a copy of any notice or directive from Human Resources addressed to a group of employees or to all employees covered by this collective agreement.

7.04 The Union may communicate with its members through campus mail and through electronic mail on the same basis as other employee associations.

7.05 The University will supply suitable office space for the exclusive use of the Union on the downtown campus and at Macdonald campus, free of charge. The Union shall have the use of telephone and fax lines, the cost of these services to be borne by the Union.

7.06 External advisors of the Union shall have access to University premises in order to meet with the Union or University representatives. Meetings with Union

representatives during working hours are subject to prior arrangements being made with the respective supervisor. Meetings with the University representatives must be arranged in advance with Human Resources or delegate.

7.07 The Union may post notices of meetings or other documents concerning Union business in locations agreed upon between the parties. These notices or documents must be clearly identified as being issued by the Union. The Union may distribute any information it judges necessary to employees covered by this collective agreement, provided that the Union is clearly identified as the source of the information.

7.08 No employee will be the object of discrimination by the University as a result of their speaking, writing or taking legal action in serving the interests of the Union.

7.09 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 or an action not related to the employee's duties.

7.10 The University will provide the Union free of charge (room only) with suitable rooms for the purpose of holding General meetings, if such room is available at time selected by Union.

7.11 In accordance with article 41 (Technological Change), the University will advise the Union in writing at least one (1) month in advance of any technological or technical improvements or organisational and operational changes likely to affect the working conditions of the employees concerned. In certain instances, the parties may agree to a shorter notice period.

ARTICLE 8 DEFINITIONS

8.01 Casual:

is any person hired in accordance with Appendix 5 (Casuals).

8.02 Employee:

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

8.03 Full-time employee:

is any employee who works the standard hours for their occupational category, subject to article 20 (Hours of Work).

8.04 Part-time employee:

is any employee who on a continuous basis works a fixed number of hours which is less than the standard hours for their occupational category, as defined in article 20 (Hours of Work).

8.05 Probationary employee:

is any new employee who has not yet completed their probationary period in accordance with article 15 (Probationary Period).

8.06 Sessional employee:

is any employee appointed to a position of less than twelve (12) months in the reference year.

8.07 Reference year:

is the period from June 1 of one year to May 31 of the following year.

8.08 Disagreement:

is any dispute on a matter which does not concern the interpretation or application of the collective agreement.

8.09 Grievance:

is any dispute relative to the interpretation or application of the collective agreement.

8.10 Downward Transfer:

is the voluntary movement of an employee from one position level to another position level for which the minimum rate of pay is lower.

8.11 Lateral Transfer:

is the movement of an employee from one position level to another position level for which the minimum rate of pay is the same.

8.12 Promotion:

is the movement of an employee from one position level to another position level for which the minimum rate of pay is higher.

8.13

Seniority:

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

Part-time seniority is calculated on a pro-rata basis with respect to the standard weekly hours of work, as stipulated in article 20 (Hours of Work).

In all cases, seniority is accumulated once the employee has completed their probationary period, retroactive to the date of hire.

Overtime hours in excess of the standard hours of work are not considered for the purpose of calculating seniority.

8.14

Spouse:

is any person who becomes a spouse:

- as a result of a legally recognized marriage in Quebec or elsewhere and recognized under Quebec law;
- for an unmarried or separated person, as a result of permanent cohabitation for at least one (1) year with another unmarried or separated person of the opposite or same sex who is publicly represented as a spouse.

The status of spouse is lost after divorce or annulment in the case of married people and separation in the case of unmarried couples.

For the purposes of the application of the benefits plans, the definition of spouse found in each plan will prevail.

8.15

Union:

is the McGill University Non-Academic Certified Association (MUNACA).

8.16

Union representative:

is any employee who has been designated by the Union to perform union duties, subject to the provisions of article 9 (Union Activities).

8.17

University:

is McGill University.

ARTICLE 9 UNION ACTIVITIES

9.01 General Provisions

The Union accepts that its representatives or delegates must first discharge their responsibilities as employees in accordance with the other stipulations of this collective agreement.

In accordance with other stipulations of this collective agreement, the employee released from work in accordance with the stipulations of this article does not lose any benefits or privileges granted by this collective agreement.

For any matter pertaining to the interpretation or application of the collective agreement, any member of the bargaining unit has the right to be accompanied by one (1) Union delegate or representative for a meeting with a University representative.

9.02 Renewal of collective agreement

- (a) From the twelfth (12th) month preceding the expiry date of this collective agreement, a maximum of sixty (60) working days may be used by employees designated by the Union for the purpose of preparing for the negotiations for renewal.
- (b) When the total number of banked days has been reached, the University invoices the Union for the cost of the additional liberation granted in accordance with the stipulations of the present clause. The Union reimburses the University within fifteen (15) working days of the invoice.
- (c) The University authorizes the absence from work of four (4) employees, designated by the Union, one of whom shall be from Macdonald Campus, to participate in negotiation meetings, at the time and for the duration of said meetings. Such absences from work shall not be deducted from the bank of working days provided in clause 9.03 (e).
- (d) The employees shall be liberated without loss of salary, benefits or privileges provided by this collective agreement.
- (e) A written request including the names of the employees concerned and the date of release shall be made to the respective supervisors excluded from the bargaining unit, with a copy to Human Resources (Employee Relations), at least ten (10) working days in advance.
- (f) Only the employees mandated by the Executive of the Union or the person occupying the Presidency may request authorization for absence from Human Resources (Employee Relations) as regards the stipulations of this article.

9.03

Union activities

- (a) The University will free without loss of salary, benefits or privileges provided by this collective agreement, on a full-time basis, two (2) members of the bargaining unit designated by the Union.

The Union will transmit in writing to Employee Relations, the names and the staff IDs of the two (2) members it wants to see liberated full time at least two (2) weeks prior to the effective date of the liberation.

- (b) If the employees so designated wish to return to their positions, notice of at least twenty (20) working days must be given to Human Resources (Employee Relations). Upon returning to work, the employees shall be reinstated into their positions.

If their positions have been abolished, the employees with employment security will be relocated in accordance with article 16 (Employment Security).

- (c) In the thirty (30) days following the signing of this collective agreement, the Union will provide the University with a list of its officials and its delegates and Union representatives. Any changes in this list will be communicated within fifteen (15) days of the nomination or election of a member to a different position.
- (d) Union officers and delegates are entitled to be absent from work in order to fulfill their obligations to the Union.
- (e) A maximum of one hundred and forty (140) working days per reference year may be used by employees designated by the Union for union activities, including the preparation for meetings of the Labour Relations Committee (clause 9.05 (b)); Staff Benefits Advisory Committee and Pension Plan meetings and preparation for such meetings (clauses 39.04 and 39.06, Group Plans of the University). The University will liberate such employees without loss of salary, benefits or privileges provided by this collective agreement.

At the end of its fiscal year, the University invoices the Union for the additional liberation hours used by the Union at the rate of twenty four dollars and fifteen cents per hour (\$24.15) on June 1st 2011. The Union must pay the invoice within thirty (30) days of receipt of said invoice.

On June 1st of each following years, this rate will be increased by the same percentage as the salary raise provided to the employees.

- (f) A written request including the names of the employees concerned and the dates for release shall be made to the respective supervisors excluded from the bargaining unit, with a copy to Human Resources (Employee Relations), at least ten (10) working days in advance.

- (g) No Union representative or delegate shall leave their assigned place of work without having made the necessary arrangements with the appropriate supervisor excluded from the bargaining unit.
- (h) In the case of a hearing before the *Commissaire du travail, Tribunal du travail* and CSST, the University authorizes the absence from work of one (1) employee designated by the Union to represent the Union at the time and for the duration of such hearings. Such absence from work shall not be deducted from the bank of working days provided in clause 9.03 (e).

9.04 Grievances

One (1) employee designated by the Union shall be liberated to attend Union/management meetings to discuss grievances and disagreements. Such absence from work shall not be deducted from the bank of working days provided in clause 9.03 (e).

An employee thus designated shall not suffer any loss of salary, benefits or privileges as a result of attending such meetings.

If a representative or delegate must leave their work during working hours, they must first advise their supervisor excluded from the bargaining unit.

9.05 Labour Relations Committee

- (a) The University and the Union will form a joint Labour Relations Committee. This Committee will be composed of four (4) representatives of the University and four (4) representatives of the Union. The Committee's mandate is to study and discuss questions, problems concerning working conditions or employer/employee relations, grievances and disagreements; review the relocation process in accordance with article 16 (Employment Security); deal with issues arising out of a position match/rematch and health and safety, and promote training opportunities. The Committee will meet, the second Wednesday of each month during the period from September to June or as required, at the request of either of the parties. Meetings of the Committee and meetings to review and prepare for discussion the subjects of the agenda on the Meeting in accordance with 9.05 (b) will not be deducted from the bank of working days provided in clause 9.03 (e). The University will liberate members of the Committee without loss of salary, benefits or privileges provided by this collective agreement.
- (b) The members of the Committee may be absent from work one half (1/2) day before the beginning of the meeting in order to review and prepare for discussion the subjects of the Agenda. The committee members must advise their immediate supervisor excluded from the bargaining unit, in writing, at least five (5) working days before the date of the meeting with a copy to Human Resources (Employee Relations). The request for liberation must stipulate the date and duration of the absence.

ARTICLE 10 GRIEVANCE AND DISAGREEMENT PROCEDURE

10.01 Scope of Procedure:

It is the firm desire of the parties to resolve all grievances or disagreements equitably and as rapidly as possible.

10.02 Steps in the procedure:

(a) Step 1

- (i) Any employee with a problem concerning the application of their working conditions which could give rise to a grievance (step 2) or disagreement shall discuss it with their immediate supervisor to resolve it if possible. A Union representative may be present if the employee so desires, provided the immediate supervisor is advised of this and of the nature of the problem in advance of the discussion.

If the problem is not resolved in that informal discussion, or if either party prefers a formal meeting to discuss the problem, a formal meeting shall be requested, in writing (including email), and held consistent with (ii) below. The request in writing may be made by the supervisor, the employee or the employee's Union representative.

- (ii) The employee may be accompanied by one (1) or two (2) Union representatives if they so desire, so that both parties have an equal number of representatives at the meeting. If this meeting between the employee and their immediate supervisor does not succeed in resolving the problem, or if an employee is unable to discuss the matter with their immediate supervisor, the Union may proceed at step 2 of the Grievance and Disagreement Procedure.

- (iii) The supervisor shall follow up with the employee, in writing, addressing the problem of the employee, within a maximal delay of fifteen (15) working days from the initial discussion, or from when the formal request for a meeting was submitted. The parties may mutually agree to extend the timelines herein.

(b) Step 2

If the problem or disagreement is not resolved at step 1, or if the supervisor does not follow up with the employee, in writing, within fifteen (15) working days, the Union shall have the right to submit the grievance or disagreement in writing to Employee Relations within thirty (30) working days from when the meeting at step 1 took place. Employee Relations shall render a written decision within fifteen (15) working days of receipt of the grievance or disagreement.

In the event that the supervisor is unable or does not hold the meeting within fifteen (15) working days the Union shall have the right to submit the grievance or disagreement in writing to Employee Relations within forty-five (45) working days from when the initial discussion took place (in the event that no meeting is requested), or from when the request for a meeting was submitted. Employee Relations shall render a written decision within fifteen (15) working days of receipt of the grievance or disagreement.

(c) Step 3 (Labour Relations Committee)

If the grievance or disagreement is not resolved with the decision of Employee Relations, or if Employee Relations fails to render a decision within fifteen (15) working days, the grievance or disagreement shall be placed on the agenda of the Labour Relations Committee on at least two (2) separate occasions by the Union or the University.

After the second Labour Relations Committee meeting where the grievance or disagreement will have been placed on the agenda, and if no mutually satisfactory solution has been found, the Union or the University can deliver to the other party a written request for arbitration. The request shall include a copy of the grievance or disagreement.

(d) However, if both parties agree, the discussions to find a mutually satisfactory solution to the grievance or disagreement may be continued, or a grievance could proceed directly to arbitration after step 2.

(e) A grievance concerning any of the following subjects shall be filed in writing, directly to Human Resources (Employee Relations) at step 2:

- Determination and payment of salaries or benefits from group insurance and pension plans
- Educational assistance
- Parental leaves
- Position match
- Short-term disability
- Unpaid leaves of absence

A grievance concerning any of the following subjects may be filed at Step 2:

- Employment security
- Exercise of Union rights
- Selection of personnel and pertinence of other qualifying skills and abilities
- Suspension or dismissal
- Policy grievance related to the interpretation of the collective agreement

(f) All time limits mentioned in this article are mandatory unless otherwise agreed in writing. Failure to comply with this renders a grievance or disagreement null, void and illegal.

However, a rejected grievance or disagreement shall not, by this fact alone, be considered as an acceptance by the Union of the University's position and cannot be used as a precedent.

- (g) Any agreement between the parties made during the grievance and disagreement procedure, which resolves the grievance or disagreement in question, must be the subject of a document signed by the parties.

10.03 Arbitration Procedures:

The parties agree to appear before a single arbitrator mutually agreed upon by the University and the Union. If the parties cannot agree on the choice of an arbitrator, one or other of the parties may request that the arbitrator be designated by the Minister of Labour in conformity with the provisions of the Quebec Labour Code.

10.04 Arbitrator's Jurisdiction

- (a) In rendering a decision on any grievance or disagreement, the arbitrator must consider the letter and the spirit of the collective agreement. In the case of disagreements on working conditions not covered by this collective agreement, the arbitrator must consider the principles of justice and fairness as well as the general labour relations' policies which emerge from this collective agreement.
- (b) In rendering a decision on a grievance, the arbitrator may not remove, amend, or modify anything contained in this collective agreement.
- (c) In rendering a decision on a grievance concerning disciplinary measures, the arbitrator may confirm, modify or annul the disciplinary measure. The arbitrator may substitute for such a decision, a measure which, given the circumstances of the case, the arbitrator considers reasonable and just.
- (d) The arbitrator may render any other decision which is fair and just under the circumstances, as well as determine, if applicable, the amount of compensation or damages to which an employee or the Union may be entitled, including the payment of interest in accordance with the provisions of the Labour Code.
- (e) In the case of a resignation, the arbitrator may evaluate the circumstances surrounding the resignation of any employee and the value of said resignation.

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

- (a) the confession was signed in the presence of a representative of the Union;
or

- (b) the confession was signed without a Union representative being present, but was not retracted in writing by the employee within seven (7) days of the signature of the confession.

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

10.07 The arbitrator's fees and expenses shall be borne by the parties on an equal basis.

ARTICLE 11 ADMINISTRATIVE DISMISSAL

11.01 Any employee called to a meeting by the University for an administrative dismissal has the right to be accompanied by two (2) Union representatives.

11.02 Any administrative dismissal must be communicated to the employee in writing, indicating the reasons, with a copy to the Union.

11.03 No employee shall suffer termination for administrative reasons, nor a decrease in salary or salary range for administrative reasons, without cause, for which the University has the burden of proof.

11.04 Any administrative dismissal may be submitted to arbitration.

ARTICLE 12 DISCIPLINARY MEASURES

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

12.02 The University shall take no disciplinary action without just and sufficient cause, for which the University has the burden of proof.

12.03 Any employee called to a meeting by the University for disciplinary reasons has the right to be accompanied by two (2) Union representatives. Prior to the meeting, the employee will be informed of the general nature of the problem for which the employee is called to a meeting.

12.04 The University must notify the employee who is subject to the disciplinary measure in writing, with a copy to the Union, within fifteen (15) working days of the infraction or the University's knowledge of the action that caused the disciplinary measure to be taken.

12.05 If the University invokes knowledge after the fact, the University shall have the burden of proving that it acquired the knowledge of the infraction after its occurrence.

- 12.06** Any disciplinary measure must be communicated to the employee in writing, with a copy to the Union. This notification must state what action is to be taken by the University, the reasons for the action and the specific facts on which it is based.
- 12.07** Only notices of disciplinary measures of which the employee has been informed, in writing, may be placed in the employee's file in Human Resources or submitted as evidence against the employee during arbitration.
- 12.08** The employee's official file is that file held in Human Resources.
- 12.09** Any disciplinary measure not taken in accordance with the above clauses is null and void.
- 12.10** All information concerning a disciplinary measure must be removed from an employee's file if, during the following twelve (12) months, no other record of a disciplinary infraction of the same type is placed in the file.
- 12.11** A disciplinary measure that has been rescinded as a result of a decision in favour of the employee shall be withdrawn from the file.
- 12.12** A period of suspension shall not interrupt an employee's seniority.
- 12.13** Except in the case of a serious infraction, a suspension shall not take effect until two (2) working days following receipt of the disciplinary notice by the employee.
- 12.14** The University shall have the burden of proving that the employee has received the notification. The procedures to be followed are:
- (a) The employee may acknowledge receipt of the disciplinary notice, by signing the duplicate copy of the notice indicating acknowledgement of receipt and the date. Nothing written on the notice by the employee may be taken to mean more than simple acknowledgement of receipt.
 - (b) If an employee fails to acknowledge receipt as provided in clause 12.14 (a), a copy of the disciplinary notice will be sent to the employee, by registered mail or by courier.
- 12.15** The University will agree to meet the Union representatives who accompany the employee, so both parties have equal numbers of representatives at the meeting.

ARTICLE 13 JOB POSTINGS AND SELECTION OF PERSONNEL

13.01 Appointments to vacant or newly created positions shall be made from among internal candidates on the basis of their skills, ability, qualifications and seniority. In cases of equal skills, ability and qualifications, seniority shall prevail.

13.02 If a grievance arises contesting the candidate selected or the pertinence of the other qualifying skills and abilities, stipulated in clause 13.06, the burden of proof rests with the University.

13.03 If the University decides to fill a position that is vacant, the position will be posted within twenty (20) working days from the date the position became vacant for eight (8) working days. If the position is to be abolished or the posting deferred, the University will inform the Union of its decision within the above-mentioned delay.

In such a case, the deferral will be for a maximum of six (6) months. At the end of the six (6) months period, the position will have to be posted or a second deferral decision made. If no such decision is made the position will then be considered cancelled.

In case of a second deferral, this final deferral will be for a maximum of six (6) months. At the end of the six (6) months period, the position will have to be posted or cancelled. For the purpose of interpretation of the collective agreement, a cancelled position is deemed to be abolished.

13.04 The University may fill a vacant or newly created position, without posting, by appointing:

- (a) an employee working in the department in which the position vacancy occurs, subject to the criteria stipulated in clauses 13.01 and 13.02; or
- (b) an employee with employment security who has been given notice of abolition or has been placed on relocation.

Such employees must be granted first priority in filling vacant positions.

13.05 An employee in the department in which the position vacancy occurs, who has been notified of the vacancy and does not apply, will not be granted first priority when the position vacancy is posted in the bargaining unit.

13.06 Information on the posting will include:

- position title
- position reference number
- salary scale
- work schedule
- summary of responsibilities
- minimum education or equivalent(*) and experience requirements

- other qualifications, skills and/or abilities which are pertinent to the job responsibilities, excluding those typically acquired during short term minimal training or on the job instruction
- supervisor's title
- posting date and expiry date of the posting
- the end date of the position if it is a position with an end date

(*) Parties agree to engage, after the signing of the collective agreement, into Problem Solving Discussions on the notion of "equivalent" in article 13.06.

13.07 Employees who wish to be considered for a vacant or newly created position must apply by submitting an application form and curriculum vitae to the office indicated on the posting notice, during the posting period.

An employee who is absent from work may apply for a posted position through the Union.

13.08 The successful candidate who is absent from work must be available within ten (10) working days of nomination to the position. If the successful candidate is on maternity leave or extended parental leave or vacation, the University will appoint the employee upon their return.

13.09 The University may cancel a position vacancy posting prior to an offer of appointment being made by notifying all candidates for the position in writing as soon as possible after the date of cancellation, with a copy to the Union.

13.10 Employees who are transferred or promoted will have a trial period of thirty (30) working days, unless otherwise specified. Under no circumstances will the trial period exceed ninety (90) working days.

During the trial period, the employee will receive a trial period review. A copy of the trial period review form, duly completed, will be given to the employee, with a copy to the union.

If during the trial period the employee does not satisfy the requirements of the position, the employee will return to their original position and working conditions. This return may be initiated by either the employee or their new supervisor.

13.11 The position from which the employee has been promoted or transferred may be posted and filled, contingent upon the satisfactory completion of the trial period of the employee who has been promoted or transferred.

13.12 Candidates for positions shall be notified in writing of the outcome of the selection process, with a copy to the Union.

13.13 An employee who applies for a posted position and who withdraws their application or who refuses the position, in writing, will not suffer any prejudice concerning future applications.

