



CONCORDIA UNIVERSITY

Invigilators Unit

Non-Monetary Bargaining Proposals

November 5, 2015

This document represents bargaining proposals of the Public Service Alliance of Canada for a first collective agreement with Concordia University for the Invigilators bargaining unit. These proposals are being submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

The Public Service Alliance of Canada reserves the right to add to, amend, modify, and withdraw its proposals at any time during Collective Bargaining, to introduce counter-proposals to the Employer's demands, and to introduce new demands that might emerge from discussions at the bargaining table or from new information obtained during negotiations.

Where the word RESERVE appears, it means that the Union reserves the right to make proposals at a later date. In particular, the Public Service Alliance of Canada reserves the right to introduce a comprehensive wage proposal at an appropriate time during negotiations.

ARTICLE 1 – PREAMBLE AND PURPOSE

- 1.01 The parties recognize that the goal of the Employer is to attain the highest possible standards of academic excellence in the pursuit and dissemination of knowledge, to be achieved principally through teaching and research.
- 1.02 The Employer recognizes the important role played by Invigilators as part of the examination process at the University.
- 1.03 It is the general purpose of this 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.

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 (including Supervising Invigilators) by Concordia University (see Appendix C).
- 2.03 No Employee will be required or permitted to make a written or verbal agreement with the Employer or its representatives, which conflicts with the terms of this Agreement.

ARTICLE 3 – DEFINITIONS

- 3.1 **Agreement:** the Collective Agreement negotiated between and ratified by Concordia University and the Public Service Alliance of Canada, Local 12500, in respect of the bargaining unit for Invigilators.
- 3.2 **Day:** A normal business day from Monday to Friday, excluding days on which the University is officially closed.
- 3.3 **Employee:** An Invigilator employed by Concordia University who is in the bargaining unit described in Article 2, Recognition and Application.
- 3.4 **Employer:** Concordia University.
- 3.5 **Hiring Unit:** a University entity, such as an office, a centre, or an administrative body, that hires Employees of the Bargaining Unit.
- 3.6 **Hiring Unit Manager:** The staff member or staff members of Concordia who manage the operations of the Hiring Unit.
- 3.7 **Immediate supervisor:** The staff member or staff members of Concordia to whom an Employee normally reports regarding matters pertaining to their employment in the bargaining unit.
- 3.8 **Local:** The Public Service Alliance of Canada (PSAC) directly chartered Local 12500, Teaching and Research Assistants at Concordia (TRAC)
- 3.9 **Union:** The Public Service Alliance of Canada, or its Local 12500, representing employees of the University who are members of the bargaining unit
- 3.10 **Union Representative:** An authorized staff representative of the PSAC or a person who has been duly authorized to represent the union through election or appointment in accordance with the local's by-laws.
- 3.11 **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 any harassment. The Employer shall take reasonable action to prevent harassment and, when made aware of such behaviour, take appropriate action to end it.

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.

4.04 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.

4.05 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 offense, 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 The Employer shall keep a confidential file relating to an Employee’s employment in the Hiring Unit, separate from an Employee’s academic records, with a copy of pertinent documents being kept in the Human Resources department. No anonymous material shall be included in the file.
- 5.02 An Employee may, by appointment, within five (5) days of her/his written request to the Manager of Registration and Examinations or HR manager, consult her/his employment file in the presence of a representative of the Employer and if she/he wishes, in the presence of a local Union representative.
- 5.03 When an Employee is unable to consult her/his employment file, she/he 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) days of the Employee’s request.
- 5.04 An Employee shall acknowledge that she/he has received a disciplinary report by signing the copy to be filed. Such acknowledgement does not constitute agreement with the contents of such disciplinary report. The Employee may attach comments to the report.
- 5.05 An Employee shall receive a copy of any evaluation placed in her/his employment file.
- 5.06 An Employee may request one free copy of any document contained in their employment file. The cost of additional copies shall be at the expense of the Employee.
- 5.07 Upon request, the Employer shall provide the Employee at no charge with an official attestation of employment that shall include title, job duties, start and end date of employment, number of hours and salary.

ARTICLE 6 – UNION RIGHTS

Information

- 6.01 Within ninety (90) days following the signing of the present Collective Agreement, the Employer shall provide the Union with access to the following Employee information on the Human Resources Information System (HRIS):
- a) Name
 - b) Gender
 - c) Job title
 - d) Date of initial hire
 - e) Start and end date of most recent contract
 - f) Hiring unit
 - g) Hours of appointment
 - h) Pay rate
 - i) Student status
 - j) Home address
 - k) Telephone number
 - l) Email address
- 6.02 The Employer will ensure that the Union's office is connected to the HRIS and will provide the Union with the software and training necessary to access the system.
- 6.03 The Employer shall ensure information on Employees is up-to-date in the HRIS.

Facilities

- 6.04 The Employer shall increase the office space provided to the Union and provide one (1) additional desk, two (2) additional chairs, one (1) additional four-drawer filing cabinet, a telephone, one (1) bookshelf, one (1) printer/scanner, one (1) laptop computer and an internet connection. The Union will assume all telephone costs.
- 6.05 The Employer shall allow the Union the use of its meeting rooms to hold meetings with Employees. These rooms shall be reserved, at no cost, according to the normal Employer procedures.
- 6.06 The Employer shall provide the Union use of space on a bulletin board in close proximity to each exams office for the purpose of posting official Union information relating to matters of interest to the Union and to Employees. The Union shall also have the right to post information to its members on public posting boards.

Publication, translation and distribution of agreement

- 6.07 The Employer agrees to translate the Agreement from English (the language in which the Agreement was negotiated at the bargaining table) into French and to bear the cost of this translation. The Employer shall, within the time agreed to by the parties, forward the translated version to the Union for its approval to ensure that the translation is satisfactory to both parties.
- 6.08 The Employer will make the text of the Collective Agreement available on line, notify Employees of the electronic address hosting the Agreement and will provide the Union with thirty (30) printed copies of the Collective Agreement within thirty (30) days of the signing of its official version.
- 6.09 The Employer will inform each Employee, upon hire, of the electronic address hosting the

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.

The Employer shall send the aforementioned form, once it has been filled out and signed, to the Union within five (5) days.

7.02 The Employer is not required to dismiss an employee because the Union has refused, suspended, or rescinded her/his 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) 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

RESERVE

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 agreement.

ARTICLE 10 – JOINT UNION MANAGEMENT COMMITTEE

- 10.01 The parties agree to form a Joint Union Management Committee composed of up to three (3) representatives appointed by the Union and up to three (3) 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. Any party wishing to add matters to be discussed shall inform the other party, in writing, at least five (5) days prior to the meeting.
- 10.04 The Joint Union Management Committee does not have the authority to alter or amend the Collective Agreement.
- 10.05 A representative of the Union and a representative of the Employee and Labour Relations Unit may attend any meeting of the Joint Union Management Committee at the request of either party.

ARTICLE 11 – JOB POSTINGS AND APPLICATION

Postings

- 11.01 Any appointment which has not been filled by a priority pool applicant as per Article 12.01 shall be posted by the Employer through the following:
- a) University's website, on a page accessible to all;
 - b) Hiring Unit's website;
 - c) Human Resources website.
- 11.02 A copy of all appointment postings for Invigilators shall be sent to the Union at the same time that they are posted.
- 11.03 Postings shall be made at least twenty eight (28) calendar days prior to the examination and shall be open for application for at least fourteen (14) calendar days following posting.
- 11.04 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 11.03. The Union shall be notified of the circumstances and the posting shall be made as soon as possible.
- 11.05 All postings for all appointments shall include the name of the Hiring Unit, a description of the job duties, the normal requirements, rate of pay, the date of the posting and its expiry date, the exam period beginning and end date, and application instructions.

Application

- 11.06 Prior to an examination period, the Employer shall send an application for employment letter to all those in the priority pool, by email for those priority pool members who have provided one to the Employer.
- 11.07 The application for employment letter shall include: the exam period beginning and end date, rate of pay, date by which Employee must return the letter, and date when work schedule will be sent to the Employee and by which means. This letter shall ask an Employee for her/his availability for each day an exam may be scheduled during the exam period (including weekends), desired number of hours per week, home mailing address, phone number, and email address.
- 11.08 Applications by non-priority pool applicants shall be done in accordance with the instructions provided in the job posting and shall require the applicant to state her/his availability for each day an exam may be scheduled during the exam period (including weekends), desired number of hours per week, student status and level of study at Concordia, language proficiency (if relevant), previous invigilation experience at Concordia, home mailing address, phone number, and email address
- 11.09 Availabilities may be amended by an applicant at any time while positions are open for application.

ARTICLE 12 – SELECTION AND APPOINTMENT

Selection

- 12.01 A priority pool for hiring shall be established consisting of returning applicants who have previously invigilated at Concordia University.
- 12.02 Priority pool applicants have hiring priority over new applicants who have never previously worked as an Invigilator at Concordia University. Only after the priority pool is exhausted may new applicants be appointed.
- 12.03 If not all priority pool applicants can be offered a position, hours shall be assigned equitably among priority pool applicants.
- 12.04 An Invigilator is automatically removed from the priority pool when she/he:
- a) resigns (unless the Employee provides reasonable justification),
 - b) is terminated, unless she/he is reinstated, or
 - c) did not hold a position within the bargaining unit for three consecutive academic terms (including Summer exam period). Time spent on union leave, maternity leave, parental leave or paternity leave does not count as time off work for the purpose of this paragraph.
- 12.05 Notwithstanding 12.04 (a) above, an Employee who does not apply for a term or who refuses an offered appointment does not waive her/his priority for subsequent terms.

Appointment

- 12.06 The Employer shall make appointments according to the priority pool, availability, and qualifications. For new appointments, the Employer shall also ensure that approximately seventy (70) per cent are made to applicants with student status.
- 12.07 In addition to article 12.06, the Employer shall make every effort to respect the preferences stated by the applicant on the application form.

Notification to the Union

- 12.08 At least ten (10) days before the examination period for which Invigilators are being hired, the Employer shall provide the Union, in electronic format, with a list of all appointments. This shall include the following:
- a) Name of Employee
 - b) Gender
 - c) Job title
 - d) Priority pool status
 - e) Student status
 - f) Total hours of appointment
 - g) Start and end date of contract
 - h) Hiring unit
 - i) Pay rate
 - j) Home mailing address
 - k) Phone number
 - l) Email address

- 12.09 For a period of fifty (50) days following the receipt of the list in 12.08, the Union shall have access to the applications by submitting a written request to Human Resources (Employee and Labour Relations Unit).

Notification of Appointment

- 12.10 Applicants will be advised of the outcome of their application at least twenty (20) days before the start of the exam period.
- 12.11 Successful applicants shall receive a letter of offer (electronic or paper), which shall include the following information:
- a) Job title
 - b) Rate of pay
 - c) Description of duties
 - d) Start and end date of employment
 - e) Total number of hours of the appointment
 - f) Work schedule and location(s)
 - g) 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.”
- 12.12 The Union membership form and a statement specifying that the Employee must complete, sign and return it to the Employer shall be sent with the letter of offer. The Employer will send all completed and returned membership forms to the Union within five (5) days.
- 12.13 The Employee must sign and return their letter of offer and their membership form to the Employer before starting their first shift. A copy of an Employee’s signed letter of offer will be sent to the Union upon request within ten (10) days.

Appointments during examination period

- 12.14 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 she/he was previously assigned.
- 12.15 In the event that the number of Employees assigned to an examination is less than required, the shifts available shall be offered first to Employees working during the given examination period and in accordance with article 12.06.

ARTICLE 13 – HOURS OF WORK AND WORKING CONDITIONS

- 13.01 A single exam shift shall be the minimum appointment and shall consist of the duration of the examination plus at least one (1) hour.
- 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.
- 13.03 An Employee is entitled to a fifteen (15) minute paid break during each period of four (4) consecutive hours of work.
- 13.04 Any work performed by an Employee in excess of forty (40) hours in one (1) week or in excess of eight (8) hours in one (1) day shall be considered overtime and entails a premium of fifty (50%) percent of the prevailing hourly wage paid to the Employee. Overtime work shall not be mandatory for any Employee.
- 13.05 The Employer shall provide paid training to Employees before they begin their first appointment. The Union must be notified of such training as soon as possible and shall be invited to give a short presentation at all training sessions for Employees.
- 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).
- 13.07 Employee duties and responsibilities shall be clearly stated during training sessions, including identification of the Employee's Immediate Supervisor and Hiring Unit Manager. Training shall also include protocol for dealing with non-compliant students and harassment. Any additional instructions specific to a given examination shall be provided at the beginning of a given shift.
- 13.08 An Employee shall not be required to provide or use any personal equipment to perform her/his duties.

ARTICLE 14 – GRIEVANCES AND ARBITRATION

- 14.01 The parties agree that it is preferable to resolve problems through discussions among those persons directly concerned before submitting a grievance.

To this effect, an Employee is encouraged to discuss any differences with her/his immediate supervisor as soon as possible and no later than fifteen (15) days after the Employee becomes aware of the incident causing the dispute.

- 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 violation of the 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)'s name and address;
- c) the provision or the provisions of the 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 Employee(s)'s signature;
- g) 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 grievance shall be submitted no later than sixty (60) days after the Employee or the Union becomes aware of the incident giving rise to the grievance.

Stage 1:

A grievance shall be submitted to the Hiring Unit Manager or the Union representative and discussed at a meeting to be held within thirty (30) days of its submission. The Hiring Unit Manager, the aggrieved Employee, a Union representative shall attend such a meeting.

The Hiring Unit Manager shall reply in writing within ten (10) days following the meeting.

Stage 2:

Failing a satisfactory resolution of the grievance at Stage 1 or in the absence of a reply by the immediate supervisor the Union may submit the grievance in writing to Human Resources (Employee and Labour Relations Unit) within thirty (30) days of the Hiring Unit Manager's reply or her/his failure to reply within the time limit provided in Stage 1.

The Human Resources unit shall reply in writing within twenty (20) days following the submission of the grievance at Stage 2 or, if the parties agree to meet to discuss the grievance, within twenty (20) days following the meeting.

- 14.05 A grievance initiated by the Employer shall be submitted to the Union Local President within forty-five (45) days after the Employer becomes aware of the incident giving rise to the grievance.

The Union Local President shall reply in writing to the other party within thirty (30) days following the latter of the submission of the grievance or, if the parties agree to meet to discuss the grievance, within thirty (30) 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) days of the reply or, in the case of the failure to reply, within forty-five (45) days from the date on which the reply was due from the Union.

- 14.07 Upon referral to arbitration, the Employer and the Union shall make every effort to agree on the selection of the arbitrator within ten (10) days.

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

- 14.10 Each party shall bear the expenses of its representatives, participants, and witnesses and of the preparation and presentation 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. The parties agree to use Employer facilities at no cost wherever possible.

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

In matters of discipline or termination 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.

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

- 14.13 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, suspend or dismiss an Employee without just and sufficient cause.
- 15.02 The Employer recognizes the principle of progressive discipline by adopting the procedures set forth below.
- 15.03 The Employer recognizes that an oral reprimand or a written warning should precede suspension or discharge, except in the case of gross neglect of duty, position abandonment, or gross misconduct, and that an Employee shall be given a set and reasonable time period in which to demonstrate the required sustained improvement in the area of concern.
- 15.04 Employees have the right to Union representation at any meeting convened with the Employer to discuss any aspect of their employment performance.
- 15.05 When an Employee is to be disciplined (i.e. oral reprimand or written warning, suspension or discharge), such discipline shall only be imposed at a meeting with the person designated by the Hiring Unit specifically convened for this purpose. The Employee and the Union Local shall be given three (3) days notice and the Employee advised that they are entitled to be accompanied at this meeting by a Union representative. A copy of any disciplinary letter shall be provided to the Union within three (3) days of such a meeting.
- 15.06 All material pertaining to disciplinary action shall be removed from the personnel file of the Employee eight (8) months after 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 eight (8) months after the date action was taken in connection with the latest violation.
- 15.07 In no case shall an Employee's student status be used for the purposes of determining disciplinary action.

ARTICLE 16 – HEALTH AND SAFETY

- 16.01 The Employer shall maintain a safe and healthy workplace in conformity with applicable Quebec legislation, including *the Act Respecting Occupational Health and Safety (AOHS)*(CQLR, c. S-2.1) and *the Act Respecting Industrial Accidents and Occupational Diseases (AIAOD)* (CQLR, c. A-3.001), as amended from time to time.
- 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.
- 16.04 The Employee selected by the Union to attend committee meetings shall not suffer any loss of pay. The Employee shall inform her/his immediate supervisor of such meetings at least five (5) days in advance.