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Nov 5 10:30am*

COLLECTIVE AGREEMENT

between

**CONCORDIA UNIVERSITY
(HEREINAFTER THE "UNIVERSITY")**

and

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

(HEREINAFTER THE "UNION")

(INVIGILATORS)

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ARTICLE 1 - PREAMBLE AND PURPOSE

- 1.01** This Agreement establishes an orderly collective bargaining relationship between the Employer and the Employees represented by the Union, defines rates of pay and other working conditions, and ensures the prompt and peaceful resolution of disputes and grievances that may arise from time to time.

ARTICLE 2 - RECOGNITION, JURISDICTION AND APPLICATION

- 2.01** The Employer recognizes the Union as the sole representative of all Employees for the purposes of bargaining and applying this Collective Agreement.
- 2.02** No modification shall be brought to the Collective Agreement without written agreement by the parties.

ARTICLE 3 - DEFINITIONS

Employer: means Concordia University.

Employee: means an employee included in the bargaining unit, as defined in the certificate issued by the Commission des relations du travail du Québec on December 12, 2014, as amended from time to time.

Union: means the Public Service Alliance of Canada/TRAC Union.

University: means 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 or Employees will threaten, coerce or discriminate against an employee or other member of the University community based on race, colour, sex, gender, 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 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.

ARTICLE 5 - EMPLOYMENT FILE

- 5.01** An employment file shall be kept for each Employee.
- 5.02** An Employee may, by appointment, within five (5) days of her/his written request to the Department of Human Resources, consult her/his employment file in the presence of a representative of the Employer.

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 the Collective Agreement, to allow it to effectively manage and administer its activities.

ARTICLE 7- UNION RIGHTS

Information

- 7.01** Within ninety (90) days following the signing of the present Collective Agreement, the Employer shall provide the Union with access to the following information on the Human Resources Information System (HRIS) vis-à-vis the Employees:
- a) name;
 - b) gender;
 - c) employee number;
 - d) email address and telephone number (if available);
 - e) date hired
 - f) pay rate;
 - g) home address;
- 7.02** The Union agrees to keep this information confidential.

Communication to Members

- 7.03 The Union shall have the right to post information to its members on public posting boards in accordance with the Employer's policy.
- 7.04 The Employer shall allow the Union the use of its meeting rooms, subject to availability and normal booking procedures, to hold meetings with its Members. These rooms shall be reserved, at no cost, according to University procedures.

Collective Agreements

- 7.05 The Employer will make the text of the Collective Agreement available on line and will provide the Union with ten (10) printed copies of the Collective Agreement within thirty (30) working days of the signing of its official version.
- 7.06 The Collective Agreement is available in both French and English. The French version shall be the official version.

ARTICLE 8 - UNION SECURITY

- 8.01 The Employer is not required to dismiss an employee because the Union has refused, suspended, or rescinded her/his union membership.
- 8.02 The Union shall inform the Employer in writing of the amount of dues to be deducted, and any changes thereto.
- 8.03 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) calendar days of each pay period, along with an alphabetical listing of the names of from whom the deductions have been made and the amount of said deductions.

ARTICLE 9 - UNION LEAVE

To be negotiated

ARTICLE 10 - STRIKES OR LOCKOUTS

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

ARTICLE 11 - JOINT UNION MANAGEMENT COMMITTEE

- 11.01** The parties agree to form a joint union management committee composed of up to two (2) Members appointed by the Union and up to two (2) representatives appointed by the Employer.
- 11.02** 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.
- 11.03** 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.
- 11.04** The joint union management committee does not have the authority to alter or amend the Collective Agreement.

ARTICLE 12 - UNION REPRESENTATIVES

- 12.01** The Employer acknowledges the right of the Union to appoint or otherwise select Members as representatives.
- 12.02** The Union shall provide the Employer with a list of its officers and representatives and their respective functions. The Union shall inform the Employer in writing of any modification to this list within ten (10) working days.

ARTICLE 13 - GRIEVANCE AND ARBITRATION PROCEDURE

- 13.01** The parties agree that it is preferable to resolve problems through discussions among those persons directly concerned before submitting a grievance.
- 13.02** 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 Agreement.
- 13.03** A grievance shall be submitted in writing and shall specify:
- a) the provision or the provisions of the Agreement that have been allegedly misinterpreted, misapplied or violated;
 - b) a description of the incident giving rise to the grievance;
 - c) the remedy sought.

- 13.04 The University and the Union agree to adhere to the following procedures for all grievances:
- a) the grievance is submitted to the Employee Relations Office with a copy to the Examinations' Office (Enrolment Services), within twenty (20) working days after the Union becomes aware of the incident giving rise to the grievance and, in any event, no later than forty (40) working days from that incident;
 - b) the University shall reply in writing within twenty (20) working days of receiving the grievance, with a copy to the Employee, if applicable;
- 13.05 Failing resolution of the grievance through the procedure set above, the Union may submit the grievance to arbitration within twenty (20) working days of the reply.
- 13.06 Upon referral to arbitration, the Employer and the Union shall make every effort to agree on the selection of the arbitrator within twenty (20) working days.
- If the parties cannot agree on an Arbitrator, either party may request the Minister of Labour to appoint an Arbitrator.
- 13.07 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.
- 13.08 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 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.
- 13.09 The decision of the arbitrator shall be final and binding on the parties.
- 13.10 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 14 - DISCIPLINE

- 14.01 No disciplinary measures shall be imposed without just and sufficient cause, of which the burden of proof rests with the Employer.
- 14.02 In the event that an employee is summoned to a disciplinary meeting, the Employee may, if she or he so wishes be accompanied by a Union representative. The Employee shall be so advised at least two (2) days in advance.
- 14.03 The Employee shall receive a copy of any written disciplinary measure, with a copy to the Union.

- 14.04 An Employee who receives two (2) disciplinary measures of the same nature within twelve consecutive (12) months will no longer be considered for invigilation assignments.

ARTICLE 15 - HOURS OF WORK

- 15.01 Examination times are scheduled by the University. Invigilators must report to work thirty (30) minutes before the start of the exam.
- 15.02 The University shall inform an employee of the duties to be performed and the hours of work prior to the start of the exam period, that is, normally three (3) weeks prior to the start of exams.

ARTICLE 16 - OCCUPATIONAL HEALTH AND SAFETY

- 16.01 The Employer shall make every reasonable effort to maintain a safe and healthy workplace in conformity with applicable Quebec legislation.

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

ARTICLE 17 - PAY ADMINISTRATION

- 17.01 Salary scales and their effective dates appear in Appendix 1. All employees shall be entitled to 4% vacation pay. Such indemnity is included in the hourly rates as provided in Appendix 1.
- 17.02 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.

ARTICLE 18 - DURATION OF THE AGREEMENT

- 18.01 To be negotiated

Appendix 1 – Wages

To be negotiated