

Letter of Agreement

McGill University
688 Sherbrooke Street West, Suite 1520
Montreal, Quebec, H3A 3R1
(hereinafter the "University")

-and-

McGill Course Lecturers and Instructors Union (MCLIU)-CSN
515-517 avenue des Pins West,
Montreal, QC H2W 1S4
(hereinafter the "Union")
(hereinafter collectively referred to as the "Parties")

- WHEREAS** The Parties signed an agreement, on April 5, 2017, with regard to the inclusion within the bargaining unit of the Clinical Instructors teaching clinical courses for the Ingram School of Nursing (ISoN) of the Faculty of Medicine;
- WHEREAS** In the above-mentioned agreement, the Parties undertook to establish specific provisions in the application of the Collective Agreement to the said Clinical Instructors;
- WHEREAS** the Parties wish to amicably settle the present situation, as well as all current litigations directly or indirectly pertaining to the above-mentioned position and the facts on which they were based, and have reached an agreement which is made without any admission or recognition of liability whatsoever and for the sole purpose of putting an end to their potential or actual litigation.

THE PARTIES HEREBY AGREE:

1. The preamble forms part of the present letter of agreement (hereinafter the "Agreement");
2. The Parties agree to the following:
 - (i) The Ingram School of Nursing will be comprised of the 2 following Hiring Units:
 - a) ISoN Course lecturers (predominantly teaching in a classroom) (Hereinafter Hiring Unit (i))
 - b) ISoN Clinical Instructors (teaching and/or supervising students in clinical or laboratory areas) (Hereinafter Hiring Unit (ii))
 - (ii) All provisions of the Collective Agreement apply to the above-mentioned ISoN Course Lecturers and Clinical Instructors, excluding the paragraphs listed below, which replace the existing paragraphs-(unless specified otherwise) and are to be applied in the following manner:

ISoN Course Lecturers (Hiring Unit (i))

- **13.17 and 13.18 inclusively**
Within ninety (90) days of the signature of the present Agreement, ISoN will send to the Union the list of TQRs for all courses. The Union will provide comments within thirty (30) days of reception. The hiring units shall examine all comments received prior to making their final decision. The final list of TQRs shall not modify TQRs for existing Courses.

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- **Article 14.03 First Priority Points List**

The Employer shall produce the first priority points list within sixty (60) days of the signature of the present Agreement. The list shall contain priority points for all the contracts from the first date of hire to Fall 2017 for all the employees of the Hiring Unit (i) who were in the employ of University on August 30, 2011 or were hired between then and December 31, 2017.

The date of hire shall be the first date on which the Employee was hired in the Hiring Unit, unless the Employee has not obtained a contract and taught in that Hiring Unit for a period of six (6) consecutive terms, excluding periods of sick leave and parental leave, insofar as the Employee can demonstrate, through a duly signed affidavit, that the said leaves prevented the Employee from obtaining a Course assignment and that such assignment would have been allocated;

The date of hire shall be the first date of hire if the Employee is hired for the term that follows the expiration of the period of six (6) consecutive terms.

In all other cases, when a period of six (6) consecutive terms has elapsed without the Employee having obtained a Course and taught, the hiring date shall be the date on which the Employee is hired following the period of absence;

Within the above stipulated delay, the Hiring Unit shall post the list of priority points on the University's website. The concerned employees and the Union will suggest any necessary corrections, within sixty (60) days of reception of the priority points list. The Employer shall incorporate corrections and additions, if any, within fifteen (15) days of the expiry of the above stipulated delay and post the list for another fifteen (15) days for Employees to verify their points

- **30.01 Remuneration**
(In addition to the regular paragraph)

The remuneration rate presented in Appendix 1 of the Collective Agreement for a course assignment constitutes the minimum remuneration for a Course Lecturer.

Thereafter, the minimum remuneration shall be increased on the same dates and by the same percentages as those indicated in article 30.01 and 30.12.

- **31.01 Retroactivity**

For each course assignment given by an employee between January 1, 2015 and the signature of the present Agreement, employees who were paid below the minimum identified at Appendix 1 will get the difference between the remuneration actually received and said minimum. These amounts shall be paid within thirty (30) days of the signature of this Agreement.

- **31.02**

The coming into effect of this letter of agreement shall not entail a reduction in an Employee's remuneration.

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ISoN Clinical Instructors (Hiring Unit (ii))

- **11.11**
The Record of Employment shall only reflect hours contracted and paid.

- **13.02 Teaching Qualification Requirements**
(in addition to the regular paragraph)

An Employee who has already given a Course at ISoN twice within a specialty (Pediatrics, Cardiology, Mental Health, etc.), for a minimum of twenty one (21) clinical days each time, is deemed to meet the TQRs of that Course within said specialty.

- **13.11 Recognition**
(In addition to the regular paragraph)

In order to get recognition for a course specialty, the Employee will present a written request to the Hiring Unit demonstrating that they worked or taught in the above-mentioned course specialty.

An Employee having worked in a clinical setting sixty (60) days or over, within the last five (5) years in a specialty will automatically be deemed as meeting the TQRs.

- **13.17 and 13.18 inclusively**

Within ninety (90) days of the signature of the present Agreement, ISoN will send to the Union the list of TQRs for all courses. The Union will provide comments within thirty (30) days of reception. The hiring units shall examine all comments received prior to making their final decision. The final list of TQRs shall not modify TQRs for existing Courses.

- **Article 14.03 First Priority Points List**

The Employer shall produce the first priority points list within sixty (60) days of the signature of the present Agreement. The list shall contain priority points for all the contracts from the first date of hire to Fall 2017 for all the employees of the Hiring Unit (i) who were in the employ of University on August 30, 2011 or were hired between then and December 31, 2017.

The date of hire shall be the first date on which the Employee was hired in the Hiring Unit, unless the Employee has not obtained a contract and taught in that Hiring Unit for a period of six (6) consecutive terms, excluding periods of sick leave and parental leave, insofar as the Employee can demonstrate, through a duly signed affidavit, that the said leaves prevented the Employee from obtaining a Course assignment and that such assignment would have been allocated;

The date of hire shall be the first date of hire if the Employee is hired for the term that follows the expiration of the period of six (6) consecutive terms.

In all other cases, when a period of six (6) consecutive terms has elapsed without the Employee having obtained a Course and taught, the hiring date shall be the date on which the Employee is hired following the period of absence;

Within the above stipulated delay, the Hiring Unit shall post the list of priority points on the University's website. The concerned employees and the Union will suggest any necessary

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corrections, within sixty (60) days of reception of the priority points list. The Employer shall incorporate corrections and additions, if any, within fifteen (15) days of the expiry of the above stipulated delay and post the list for another fifteen (15) days for Employees to verify their points.

- **14.04 f) Priority Points List**
Courses and specialties for which the Course Lecturer/Clinical Instructor is deemed to have met the TQRs, in accordance with the provisions of article 13.02, and further to a request made under article 13.11.

- **15.04**
 - a) When a Clinical Instructor is required, the Hiring Unit will post the position on a website for a duration of fifteen (15) consecutive days;

 - b) A copy of the posting shall be emailed to all Employees present in the Priority Points list and to the Union at the same time it is posted. The Hiring Unit shall not be held responsible for emails undelivered due to technical issues.

- **15.05 (h)**
The posting shall explicitly mention the deadline to apply.

- **15.07**
The candidate shall submit her application in writing, in hard copy or electronically to the Department Chair, indicating, in order of preference, on the form reproduced in Appendix 11 the Courses in which she is interested and the number of Courses she wishes to give, within the posting period specified in article 15.04 a).

- **30.01 Remuneration**
The hourly remuneration rates specified in Appendix 1A below constitute the minimum hourly remuneration for a Clinical Instructor assignment.

- **31.01 Retroactivity**
Amounts due under articles 30.01, 30.12, 30.13 and Appendix 1A shall be paid within forty five (45) days of the signature of the present Agreement, in the following manner:

For each course assignment given by an employee between January 1, 2015 and the signature of the present Agreement, the University shall remit an amount equivalent to the difference between the remuneration actually received and the remuneration resulting from the application of the rates and percentages mentioned in article 30.01, 30.12, 30.13 and Appendix 1A, except to the Employees who have already received an increase equivalent to or higher than the percentages mentioned above, during the previous year.

- **31.02**
The coming into effect of the present Agreement shall not entail a reduction in an Employee' remuneration.

The current salary matching practice will be maintained.

Moreover, any Employee being remunerated at a higher rate than the minimum shall keep their wage and it shall be increased on the same dates and with the same percentages that result from the salary increases and catch up listed in Appendix 1A, unless they have already received an increase equivalent or higher during the previous academic year.

- Appendix 1A Minimum Salary –ISO N Clinical Instructor

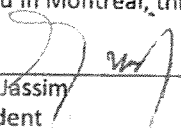
	Salary catch-up	Government Salary increase	New minimum rate (Including salary catch-up and PSG)
December 31, 2014	0.0%	0.0%	\$27.70
January 1, 2015	5.5%	0.0%	\$29.21
September 1, 2016	1.0%	1.5%	\$29.94
September 1, 2017	1.0%	0.0%	\$30.24
January 1, 2018	1%	1.75%	\$31.07

- The Parties have expressly required that the present Agreement be drafted in the English language. *Les parties ont expressément exigé que la présente lettre d'entente soit rédigée en anglais.*

IN WITNESS WHEREOF, the Parties hereinafter have signed pursuant to the dates and places mentioned hereinafter.

For the Union

Signed in Montreal, this 21 day of April 2018

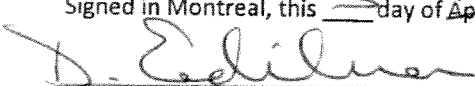

Raad Jassim
President

Signed in Montreal, this 24 day of April 2018


Nick Papatheodorakos
Grievance Officer

For the University

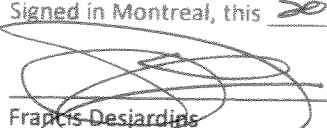
Signed in Montreal, this 3 day of ^{May} April 2018


David Eidelman
Dean of the Faculty of Medicine

Signed in Montreal, this 26 day of April 2018


Anita Gagrion
Associate Dean, Faculty of Medicine

Signed in Montreal, this 30 day of April 2018


Francis Desjardins
Director, Employee & Labour Relations