## LETTER OF AGREEMENT

## Between

## THE ASSOCIATION of CONCORDIA UNIVERSITY MANAGEMENT and ADMINISTRATIVE EMPLOYEES

(Hereinafter "ACUMAE")

And

## CONCORDIA UNIVERSITY

(Hereinafter the "University")

Subject:

Application of paragraph 17.01.3 c) ii) of the ACUMAE Agreement for the period June 1, 2008 to May 31<sup>st,</sup> 2009 Agreement year.

Whereas the parties hereto, in an Agreement signed on February 26<sup>th</sup>, 2007 (the "ACUMAE Agreement"), had agreed to develop and implement a new Compensation Model:

**Whereas** as of the date of the present Letter of Agreement the new ACUMAE Compensation Model has not been fully developed or implemented;

Whereas the said Compensation Model was to have addressed, in part, the salary increases that ACUMAE Employees were to receive effective June 1, 2008:

**Whereas** given the absence of the said Compensation Model, the parties have agreed to negotiate salary increases to be implemented retroactively to June 1, 2008 for the period June 1, 2008 through to May 31, 2009:

WHEREFORE the parties have agreed to enter into the present Letter of Agreement:

- 1. Exceptionally and in consideration of the terms set out in this Letter of Agreement, the parties agree as follows:
  - a. All salary scales are increased by four percent (4%) effective June 1, 2008;
  - **b.** Effective June 1<sup>st</sup>, 2008, all active employees covered by the ACUMAE Agreement will have their annual base salary increased by four percent (4%) as of the same date, regardless of their position in their salary scale or scale maximums.
  - c. the application of 19.07 b) of the ACUMAE Agreement will be modified to allow any unspent funds in the ACUMAE Professional Development Fund (APDA) for the 2008-2009 fiscal year to be retained in the APDA for the 2009-2010 fiscal year;
  - d. Paragraph 17.01.4.2 2) of the ACUMAE Agreement will not be applied for the period June 1, 2007 to May 31<sup>st</sup> 2008 for those employees whose annual salary is equal to or above Control point A on their salary scale;

- e. Paragraph 17.01.4.2 2) of the ACUMAE Agreement will not be applied for the period June 1, 2008 to May 31<sup>st</sup>, 2009;
- 2. Employees who have left the employ of the University since June 1, 2008 are entitled to the above salary increase, associated retroactivity and corresponding adjustments to pension payments, for the full period of their employment between June 1, 2008 and their respective date of termination, inasmuch as they make a written request to that effect to the University's Human Resources department, within sixty (60) days of the signing of the present Letter of Agreement. The University shall provide ACUMAE with a list of all such Employees with names and contact information within 5 working days of the signing of this Letter of Agreement.
- 3. Retroactive salary increases to employees actively on payroll on the date of signing of the present Letter of Agreement will be paid on the last pay period of December, 2008.
- 4. All other provisions of the ACUMAE Agreement shall remain in full force and effect. For greater certainty nothing in the present Letter of Agreement shall be deemed to amend or alter the ACUMAE Agreement unless specifically referred to herein.

IN WITNESS WHEREOF, the authorised representatives of the parties have signed, this \_\_\_\_\_\_\_ day of November, 2008

FOR THE UNIVERSITY

FOR ACUMAE

Miriam Posner

Dr. Harald Proppe

Nathalia Lanarta

Maurice René de Cotret

President, ACUMAE

Kathleen O'Connell