

**COLLECTIVE AGREEMENT**

**between**

**UNIVERSITÉ CONCORDIA**

**CONCORDIA UNIVERSITY**

**and**

**SYNDICAT DES EMPLOYÉ-E-S**

**PROFESSIONNEL-LE-S DE L'UNIVERSITÉ  
CONCORDIA (CSN)/CONCORDIA UNIVERSITY  
PROFESSIONAL EMPLOYEES' UNION (CSN)**

**In effect until May 31, 2021**



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## **ARTICLE 1    PURPOSE OF THE AGREEMENT**

It is the purpose of this agreement:

- a) to promote orderly relations between the University, the Union, and all employees covered by this agreement in order to ensure equitable and just working conditions;
- b) to promote the security and welfare of the employees;
- c) to favour the appropriate mechanisms for the prompt and fair settlement of problems which may develop between the University and the employees covered by this Collective Agreement.

## ARTICLE 2 DEFINITION OF TERMS

**2.01** For the purposes of applying the present Collective Agreement, the following terms are interpreted as follows:

**Assignment:** Allocation of duties to an employee. "*Affectation*"

**Posting:** Procedure according to which the University informs employees of any available position, in accordance with the provisions of Article 17. "*Affichage*"

**Seniority:** The total duration of continuous service accumulated by an employee since the date of his/her last hire by the University, and calculated according to the provisions of Article 13. "*Ancienneté*"

**Salary Progression/Step Increase:** The salary increase an employee is entitled to when he/she has completed an additional year of experience or an additional year of relevant education over and above the educational requirements of his/her job. "*Avancement d'échelon / Progression salariale*"

**Grade:** The placement of a position in the classification system in use by the University, and which determines the applicable salary scale. "*Classe d'emploi*"

**Classification:** A system which attributes a grade to a position occupied by an employee. "*Classification*"

### **Spouse:**

- a) For the purpose of the Collective Agreement, except for the Pension Plan, designates the persons:
  - i. who are united by marriage or civil union and living together;
  - ii. of the opposite or same sex, who live together in a conjugal relationship and who are father and mother of the same child;
  - iii. of the opposite or same sex, who have been living together in a conjugal relationship for at least one (1) year.
- b) For the purpose of the Pension Plan, designates the person:
  - i. who is united to the employee by marriage or civil union et who is not legally separated from bed and board from the employee;

- ii. who has been living in a conjugal relationship with the employee who is not married or in a civil union, of different or same sex, for at least three (3) years or at least one (1) year if :
- at least one child is or is to be born from the union;
  - at least one child is adopted jointly while living together in a conjugal relationship;
  - one of them has adopted at least one of the other's children while living together in a conjugal relationship.

*"Conjoint ou conjointe"*

**Departments/Units:** A service or an office. *"Départements/Unités"*

**Professional Employee:** See Employee below. *"Employé-e professionnel-le"*

**Employer:** Concordia University. *"Employeur"*

**Reference Year:** Time period that is from June 1 of the current year to May 31 of the following year. *"Année de référence"*

**Normal Requirements:** Normal conditions of schooling, experience, and specific skills required by the University for the awarding of a position. These requirements must follow rationally from the principal functions of the position. *"Exigences normales"*

**Grievance:** Any disagreement concerning the application or the interpretation of the Collective Agreement. *"Grief"*

**Transfer:** The movement of an employee from one position to another position for which the maximum of the salary scale is the same. *"Mutation"*

**Parties:** The University and the Union. *"Parties"*

**Trial Period:** A period of time during which the University and an employee evaluate the suitability of the employee for the position. *"Période d'essai"*

**Probation Period:** Period during which the employee, newly appointed in the bargaining unit, is evaluated. *"Période de probation"*

**Employee:** A person who is employed by the University and who is covered by the certificate of accreditation issued by the Ministère du Travail du Québec. *"Personne salariée"*

**Probationary Employee:** Any employee who has not yet completed the probation period provided for in **subsection** 13.02 a). *"Personne salariée en probation"*

**Full-time Employee:** An employee who normally works thirty-five (35) hours per week. *"Personne salariée à temps complet"*

**Part-time Employee:** An employee who normally works less than thirty-five (35) hours per week and/or regularly works less than 12 months in a year. "*Personne salariée à temps partiel*"

**Permanent Employee:** An employee who is the incumbent of a permanent position in the bargaining unit and has successfully completed the probation period "*Personne salariée permanente*"

**Temporary Employee:** Any employee hired to fill a position which is temporarily vacated by its incumbent, or hired for a period of six (6) consecutive months or more to meet a work surplus or to serve a function in the framework of a special project. At the end of his/her assignment, this employee is laid-off and placed on the recall list provided for in clause 15.04. "*Personne salariée temporaire*"

**Position:** The set of tasks assigned by the University to an employee, taking into account the job profile. "*Poste*"

**Position temporarily vacated by an incumbent:** A position is temporarily vacated by its incumbent when the absent incumbent is entitled to return to his/her position as provided for in the Collective Agreement. "*Poste temporairement dépourvu de son titulaire*"

**Vacant position:** Any position which has been definitively vacated by its incumbent or a newly created position. "*Poste vacant*"

**Promotion:** The movement of an employee from one position to another position for which the maximum of the salary scale is higher. "*Promotion*"

**Demotion:** The movement of an employee from one position to another position for which the maximum of the salary scale is lower. "*Rétrogradation*"

**Continuous Service:** Period during which an employee has been in the employ of the University on an on-going basis since his/her last hiring. An absence or a holiday authorized under the present Collective Agreement shall not be considered as an interruption of the continuity of employment. "*Service continu*"

**Immediate Supervisor:** The person who has line responsibility for one or more employees. "*Supérieur immédiat ou supérieure immédiate*"

**Union:** The Syndicat des employé-e-s professionnel-le-s de l'Université Concordia (CSN)/Concordia University Professional Employees' Union (CSN). "*Syndicat*"

**Units/Departments:** A service or an office. "*Unités/Départements*"

**University:** Concordia University. "*Université*"



**2.02** For the purposes of interpreting the Collective Agreement, the feminine or the masculine will include the feminine and the masculine to the extent that the context permits.

### **ARTICLE 3    PROFESSIONAL PRACTICE, LIABILITY AND INTELLECTUAL PROPERTY**

- 3.01** The University shall ensure that all employees are protected in the carrying out of their professional duties.
- 3.02** The University agrees to take up the defense of any employee held legally responsible for an act carried out in the line of duty, and agrees not to institute any claims against such employee on this account.
- 3.03** The University recognizes the employee's right to be publicly recognized or acknowledged as the creator of any original work, if he or she so desires. Original work includes, but is not limited to, processes, formulations, technical information, reports, models, prototypes, inventions, patterns, samples, software, designs or know-how, whether or not protected by patent, copyright, or by industrial design or trade secret law.
- 3.04** For further clarity and without limiting the scope of clause 3.03, should any material produced by an employee be published by the University, the University shall indicate the name and title of the author on the document as the one having produced said document. If the University wishes to modify the document, the employee may decline to take credit.
- 3.05** Works produced by an employee or by employees in the course of his/her or their professional duties at the university belong to the University unless:
- a) the University commercializes or draws proceeds from these works;
  - b) the works are created as a result of a sponsored research grant;
  - c) the works are created as a result of a formal agreement between the employee(s) and the University.

In cases where a) above applies, the intellectual property rights are calculated on the basis of a division of net proceeds whereby for the first cumulative two hundred thousand dollars (\$200,000), sixty percent (60%) are allocated to the employee(s) and forty percent (40 %) to the University. For the cumulative net proceeds in excess of two hundred thousand dollars (\$200,000), forty percent (40%) are allocated to the employee(s) and sixty percent (60 %) to the University.

In cases where b) or c) above apply, the terms of the sponsored research grant or formal agreement shall govern the intellectual property rights of the employee(s) and the University.

## **ARTICLE 4     UNION RECOGNITION**

- 4.01** The University recognizes the Union as the sole collective bargaining agent and the only authorized representative for purposes of application and administration of this Collective Agreement for all employees included in the bargaining unit.
- 4.02** The tasks regularly performed by employees covered by the present Collective Agreement cannot be performed by persons outside the bargaining unit as defined in the certificate of accreditation (reproduced in Appendix B).
- 4.03** All agreements, subsequent to September 15, 1998, between the University and one, several, or all of the employees, which modify the Collective Agreement, must receive the written approval of the Union in order to be valid.
- 4.04** The present Collective Agreement applies to all employees covered by the certificate of accreditation issued by the ministère du Travail to the Syndicat des employé-e-s professionnel-le-s de l'Université Concordia (CSN) / Concordia University Professional Employees' Union (CSN).

**ARTICLE 5     MANAGEMENT RIGHTS AND OBLIGATIONS**

The University has the right and the duty to operate and manage its affairs effectively in accordance with its rights and obligations, subject to the provisions of this Collective Agreement.

## **ARTICLE 6   NON DISCRIMINATION**

**6.01** The Union and the University agree that there will be no discrimination against any employee on the basis of any of the following reasons: age, health (psychological and physical), background, social conditions, marital status, kinship, partner, mother tongue, nationality, marital status of parents, physical appearance, physical disabilities, political beliefs, race, religion or absence of religion, sex, sexual orientation, or the exercise of any rights conferred by this agreement or the law.

**6.02** Hiring practices, job postings, and personal files used by the University will reflect this position.

### **6.03   Discrimination**

A preference or an unjust distinction based on one or more of the reasons mentioned in clause 6.01, constitutes discrimination within the meaning of the present article.

## **ARTICLE 7 HARASSMENT AND SEXUAL HARASSMENT**

- 7.01** The Union and the University recognize that every employee is entitled to work in a climate that is free from harassment and sexual harassment. The parties will collaborate to prevent situations of harassment or sexual harassment by implementing measures to inform and raise awareness on these issues.
- 7.02** Harassment is any improper conduct, comment or display directed at an employee that is unwarranted, unsolicited and unwelcome and that might reasonably be expected to cause offence, ridicule, humiliation or that might reasonably be perceived as compromising an employee's right to fair, safe, and reasonable work conditions or right to dignity.
- 7.03** Harassment also includes the abuse of authority or the improper use of power that may undermine an employee's job performance. It may include such acts as intimidation, threats, blackmail, or coercion.
- 7.04** 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 offence, ridicule, humiliation or that might reasonably be perceived as compromising an employee's right to fair, safe and reasonable working conditions, or right to dignity.
- 7.05** The University has the responsibility to investigate and, if necessary, to intervene to ensure all steps are taken to end any harassment or sexual harassment of which it is aware, whether there is a complaint or not.
- 7.06** The present article does not limit the authority of the persons responsible for supervision in fields such as performance appraisals, labour relations and the implementation of disciplinary measures.
- 7.07 Procedure to receive and handle complaints**

If, in the opinion of an employee, harassment has taken place, the following procedure must not prevent this employee from leaving temporarily the workplace to seek immediate counsel with his/her Union representative, nor from discussing a complaint with his/her immediate supervisor.

- a) The Union will appoint a member and the University will appoint an individual trained in this field to receive and address complaints of harassment or sexual harassment.
- b) An employee may lodge a complaint with the union appointee or the University appointee who will immediately inform the other party.

- c) Complaints should be lodged as soon as possible, but no later than within two (2) years of the alleged incident or its discovery.
- d) In cases of conflict between union members, the Union will appoint an additional person to act on behalf of the employee against whom the complaint is made.
- e) Upon receipt of the complaint, the appointees will decide how to handle the complaint and inform the employee of such a decision which may include a recommendation to the appropriate authority to remove the said employee from his/her position without loss of salary or privileges, or to reassign her/him until the investigation commences and a solution is proposed and implemented.
- f) In the event that no solution is found to the satisfaction of the employee making the complaint, this employee has recourse to the grievance procedure in accordance with Article 12. The time limits under the grievance procedure will date from the point the employee is informed, in writing by the appointees, that no solution has been found.

**7.08** Both parties agree that confidentiality must be maintained regarding all information concerning a complaint.

**7.09** In the event that a complaint of harassment or sexual harassment is filed and is subsequently found, through the complaint or grievance procedure, to have some foundation, the employee who filed the complaint will not in any way be penalized or suffer reprisals. In the event that a complaint of harassment or sexual harassment is filed and is subsequently found, through the complaint or grievance procedure, not to have some foundation, the University will remove all records of said complaint from the files of the employee who was the object of the complaint.

**7.10** The union appointee, after having informed his/her immediate supervisor, is entitled to a reasonable length of time, without loss of pay, to inquire into a complaint or to attend a meeting concerning a complaint.

## **ARTICLE 8     RIGHT TO INFORMATION**

**8.01** The University provides the Union with the following information through an online electronic access to its database Human Resources Data Warehouse or the equivalent:

- Employee ID
- Surname and name
- Date of birth
- Gender
- Campus
- Building
- Room number
- Extension
- Date of hire
- Grade and step
- Position title
- Position code
- Employment status:
  - permanent/temporary
  - full-time/part-time
  - active, on leave (type) or laid-off
- Department
- Annual salary
- Seniority date
- Seniority hours
- Home address
- Home phone number

The Union agrees to keep the information confidential and will only use the information for union matters.

**8.02** The University makes available all the job profiles in effect at the date of signature of the Collective Agreement and all job profiles created or modified during the life of this Collective Agreement.

**8.03** Upon written request from the Union and after agreement between Employee Relations and the Union, the University provides, within ten (10) working days of receiving the request, all requested information that is pertinent to the bargaining unit.

**8.04** The University provides the Union with a list of the members of the Board of Governors, the Electoral College, and of persons appointed to a committee formed in accordance with any of the provisions of this Agreement. Any changes made to this list will be submitted within thirty (30) days of their having been made.



**8.05** The University will send to the Union copies of the following documents:

- a) all updated University policy documents;
- b) the agenda, minutes and attached documents of any open meeting of the Board of Governors, Senate, Faculty and School of Graduate Studies Councils, at the same time as such documents are mailed to their respective members or immediately thereafter in the case of documents distributed at meetings;
- c) information concerning the operating budget of the University approved by the Board of Governors, and the *Règles budgétaires et calculs des subventions de fonctionnement aux universités du Québec*;
- d) the operating budget of the University approved by the Board of Governors, within ten (10) days of its approval;
- e) the annual audited statement of the pension plan and the actuarial valuation of the pension plan approved by the Pension Committee within ten (10) days of their approval.
- f) a copy of all insurance contracts arising out of Article 37, including modifications, for which employees may share the cost of premiums.

**8.06** The University shall send to the Union a copy of the following documents:

- a) all decisions sent by the University to supervisors and other administrative personnel concerning the interpretation of this Collective Agreement, at the same time as it is sent;
- b) all documents sent by the University to a group of employees or the entire body of employees concerning the application of this Collective Agreement, at the same time as it is sent;
- c) all statutes and rulings applicable to the employees;
- d) any other written communications sent to more than one employee concerning working conditions, at the same time as it is sent.

**8.07** The University provides the Union with lists, in an electronic format, of professional employees on contract and people paid by the University on time-sheets (excluding employees whose salaries come from research funds). The University must provide these lists in October, January, April and July of each year.

## **ARTICLE 9     UNION MEMBERSHIP**

- 9.01** An employee who is a member of the Union at the time of the signature of this Collective Agreement, and all employees who join the Union thereafter, shall maintain their membership for the whole duration of this Collective Agreement, subject to the provisions of clause 9.03.
- 9.02** a) All new employees shall become members of the Union by signing a membership card and paying the membership fees established by the Union. The Union signs up all new employees, and collects the membership fees directly.
- b) A fifteen (15) minute meeting shall be held in a convenient, confidential spot between the new employee and the union delegate or, in the absence of the latter, his/her replacement. This meeting should take place, if possible, within the first month of work. The scheduling of this meeting will be agreed upon with the immediate supervisor.
- 9.03** Employees may give up their union membership between the ninetieth (90th) and the sixtieth (60th) day preceding the expiry date of this agreement.
- 9.04** In each pay period, the University deducts from each employee's pay cheque an amount equal to the union dues.
- 9.05** Union dues become payable as of the first complete pay period following the hiring date of a new employee.
- 9.06** The Union shall advise the University of any changes in union dues no later than ten (10) working days prior to the date at which the University has to implement such changes in the pay.
- 9.07** a) Every month, the University shall send to the union treasurer, within a period not exceeding ten (10) working days from the last pay date of the month, the money which has been deducted, with an alphabetical list of the names of the employees, showing their department and the amount deducted from each of them.
- b) This information is supplied in an electronic format.
- c) The University shall indicate the deducted union dues on the T4 and RL1 slips of each employee.
- 9.08** All administrative correspondence concerning union dues shall be made between the University and the Union Treasurer.

- 9.09** a) When the University reassesses the bargaining unit to which a position belongs, the following procedure applies:
- i) When a change to the bargaining unit to which a position belongs is being considered, the Unions concerned must be notified.
  - ii) The University, after having completed its investigation, communicates, in writing, its preliminary findings and its underlying reasoning to the parties concerned.
  - iii) Within thirty (30) days of (ii), the parties will meet to discuss the information that either justifies the status quo or the transfer to another bargaining unit.
  - iv) Following this meeting, the University communicates in writing its decision and its underlying reasoning as soon as possible.
  - v) In the event that the University decides that the position belongs to another bargaining unit, the union dues will be transferred to the receiving bargaining unit as of the date of the decision of the University.
- b) When one or the other of the parties asks the Tribunal administrative du travail (TAT) to rule on whether or not a person is included in the bargaining unit, the University withholds the union dues until the Commission renders a decision, at which point dues are remitted in accordance with that decision.

These withholdings take effect at the beginning of the month following the submission of the request. The Union is informed in writing of these withholdings.

## **ARTICLE 10 PROFESSIONAL DEVELOPMENT AND TRAINING**

**10.01** The parties recognize the benefits to be gained from providing employees with the opportunity to increase their professional competencies, particularly as they enhance the quality of work within the University. Professional development activities are deemed to be a part of the duties of an employee.

### **A. Departmental Development and Training**

**10.02** At the beginning of the **reference year**, each department may allocate a percentage of its budget to professional development and training. This amount shall be distributed as equitably as possible within the department.

**10.03** An employee who wishes to follow training sessions which are related to his/her duties shall make a request to his/her immediate supervisor. The University will not reject such a request without valid reason.

Employees who follow these sessions during regular work hours do not suffer any loss of salary.

**10.04** In each department, the information on the different opportunities of professional development shall be given to employees at least once a year.

**10.05** A Professional Development Committee should be established in each department where an employee performs duties, and this Committee shall meet at least once a year. The composition of the Committee is the responsibility of the department, but the Committee must include at least one person from the professional bargaining unit.

The specific procedures and criteria for the distribution of the amounts allocated for professional development shall be established by the Committee.

The Committee allocates funds to professional development activities, such as attending conferences, seminars or workshops.

**10.06** An employee who benefits from professional development may be requested to provide a written report on the activities undertaken to his/her immediate supervisor, insofar as possible within thirty (30) days of the completion of the activities.

### **B. Career Advising**

**10.07** The University provides free career advising services to all employees on an individual basis. Upon request, a career advisor will help them to assess and evaluate their skills and competencies, and make recommendations related to training and development.

## **C. Individual Development and Training for Permanent Employees**

### **10.08** Professional development funds are:

- a) over and above the one percent (1%) of the payroll (*masse salariale*) dedicated to professional development by virtue of the Act favouring the Development of Manpower Training;
- b) over and above sums allocated by departments for professional development.

### **10.09 CUPEU Professional Development Fund (CUPEU Fund)**

- a) The University shall establish a CUPEU Professional Development Fund for the purpose of assisting professional employees in their pursuit of research, studies, and other scholarly, educational, or professional activities.
- b) On June 1 of each year, the University shall add to the CUPEU Fund a sum equal to half a percent (0.5%) of the CUPEU payroll (*masse salariale*) as of the preceding March 1<sup>st</sup> for both permanent and temporary employees.
- c) Annually, unspent funds shall be retained in the CUPEU Fund to a maximum of one third (1/3) of the funds allocated under **subsection** b) the previous year. The CUPEU Fund shall be capped at a maximum value equal to one percent (1%) of the full CUPEU payroll (*masse salariale*) as established on the preceding March 1<sup>st</sup>.

### **10.10 CUPEU Professional Development Committee (CUPEU Committee)**

- a) The CUPEU Professional Development Committee shall consist of six (6) members as follows:
  - i) three (3) professional employees to be selected by the Union, one being the Professional Development Officer, who shall serve as Chair of the CUPEU committee;
  - ii) three (3) university administrators selected by the University.
- b) The CUPEU Committee shall be established for at least a two (2) year term.
- c) The CUPEU Committee shall meet no less than three (3) times per year.
- d) The CUPEU Committee determines the procedures and specific criteria, including monetary criteria, for the distribution of the CUPEU Fund. Such criteria and procedures shall reflect the objectives and terms of Article 10.

- e) In general, decisions shall be reached by consensus or by a simple majority vote of the members present. Decisions related to a request for funding shall be reached by consensus or a two-third (2/3) majority vote of the members present.

### **10.11 Eligibility**

- a) Provided the funds are available in the CUPEU Fund, all permanent professional employees are eligible for professional development funds.

The temporary professional employees who have completed at least three (3) years of service in the professional unit are also eligible for these funds if they have a temporary assignment of at least one (1) year. In that case, some funds can be granted for an eligible activity occurring during the period of temporary assignment.

- b) Priority will be given to professional employees who have not received professional development funds in the preceding three (3) years.
- c) If a professional development activity requires an absence, the application must be accompanied by the supervisor's approval. Such approval will not be unreasonably refused. An approved absence is considered as time worked.

### **10.12 Allocation of Funds**

- a) The Committee shall allocate funds to a wide variety of activities such as attending conferences, courses, workshops, conventions or seminars. A maximum amount of four thousand six hundred and thirty six dollars and sixty four cents (\$4,636.64) will be allocated as of June 1, 2019. A maximum amount of four thousand seven hundred and fifty seven dollars and nineteen cents (\$4,757.19) will be allocated as of June 1, 2020. This amount will be indexed at the same rate as salaries. A professional employee may receive a maximum of one (1) award per year. Funds shall be allocated on the basis of applications submitted at three (3) predetermined times during the year. Professional development activities must be related to a current and/or future work assignment at the university.
- b) Eligible professional employees may also receive funding for the purchase of books and learning materials, magazine and journal subscriptions, and association memberships related to their work. No funds shall be allocated for the purchase of equipment (e.g. computers, cameras, photocopiers, etc.).
- c) The parties agree that transportation costs, per diem costs for room and board, and travel expenses will be awarded according to the "Policy for Travel and Other Allowable Expenses" established by the University.
- d) Costs may be paid by the University in advance of scheduled activities and made available as soon as the funds have been allocated by the CUPEU Committee. Such advances of funds may include, amongst others, registration, transportation, and accommodation fees.

### **10.13 Responsibilities of Recipients**

- a) Recipients may lose funds allocated through an application if they are unclaimed after one (1) year of the date the Committee confirmed the award. Extensions may be provided by the Professional Development Officer and shall be reported to the CUPEU Committee at its next meeting. Written requests for extensions are submitted to the Professional Development Officer not less than sixty (60) days prior to the one (1) year expiration date.
- b) An employee who cannot attend a professional development activity due to a significant event (i.e. illness, death in the family, etc.) must notify the Committee and cancel all reservations as soon as possible. The employee will only be reimbursed for the portion of the allocation already spent. Employees who do not attend funded activities (for reasons other than those mentioned above) or make other than the prescribed use of the funds awarded are ineligible for future funds. Failure of a member to advise of his/her cancellation of a professional development activity for which funds have been requested and allocated may jeopardize his/her right to receive professional development funds in the future.
- c) An eligible employee who benefits from the support of the CUPEU Fund shall make a written report providing details on the activities undertaken, to the Committee and their immediate supervisor/unit head, within sixty (60) days of the completion of the activities. Such a report is not required for allocations related to the purchase of publications, software, or membership in professional associations/organizations. Failure to provide such a written report will jeopardize the member's right to receive professional development funds in the future.

### **10.14 Accountability**

Four (4) times a year (January, April, July, October), the University agrees to supply the Committee with a:

- a) Financial balance statement of the CUPEU Fund;
- b) Summary of expenditures by recipient per department.

**10.15** Professional development funds are to be used for the purposes specifically requested and as allocated by the CUPEU Committee.

**10.16** Employees in violation of clause 10.15 may not be immune from legal liability and will be requested to return such funds to the CUPEU Fund.

## **ARTICLE 11 LEAVE FOR UNION ACTIVITY AND OFFICE ORGANIZATION**

- 11.01** a) The University recognizes union representatives and their substitutes. The Union will decide on the distribution of these representatives.
- b) A union representative who has to leave his/her assigned place of work shall make the necessary arrangements with the appropriate immediate supervisor. Such leave shall not be withheld without a valid reason.
- c) The Union informs the University, in writing, of the names and assignments of the employees elected or named to represent the Union, be they members of the union Executive Committee, union delegates, and/or members of the different committees recognized by the present Collective Agreement. Thereafter, any change to the said list is sent in the same manner.
- d) It is understood that each party may request that an external advisor or representative of its choice be present with the regular representatives at meetings between the parties. The agenda and the names of the participants will be given at the time that the meeting date is established.
- e) Any union member has the right to be accompanied by a union member of his/her choice to a formal meeting with, or when summoned by, a university representative for any matter relating to the interpretation or application of the Collective Agreement.
- f) The University provides and maintains an office for the exclusive use of the Union furnished with a reasonable amount of office furniture, but not less than two (2) tables, one (1) desk, eight (8) chairs, and a four-drawer filing cabinet. The Union is responsible for monthly telephone charges.
- g) The University agrees that the Union may use for its business the usual departmental services.
- h) The University agrees that the Union may obtain a photocopying machine, a fax and any other related equipment through Printing Services. The Union shall be responsible for the monthly charges.
- i) Any employee affected by the present article cannot be inconvenienced or suffer any prejudice for his/her activities.
- j) Any meeting with representatives of the University shall not entail any loss of pay for the employee concerned.



- k) The Union may post, in areas agreed upon by the parties, notice of meetings and other business. Such notices must be clearly identified as coming from the Union.

## **11.02 Negotiations Committee**

- a) The Union Negotiations Committee is composed of three (3) members, or more upon agreement with the University, selected by the Union.
- b) The employees forming the Negotiations Committee may take a leave without loss of pay for the purpose of preparing the Collective Agreement proposal and attending committee meetings.

To this effect, the University grants the Negotiations Committee a bank of thirty (30) days of leave. In addition, the University grants the Union the option to defer from one year to the other ten (10) days of leave drawn from the bank provided for in clause 11.10 for the purpose of preparing the Collective Agreement project, up to a maximum of thirty (30) days.

These days of leave can be taken per hour, per half-day or per day, commencing in the year preceding the expiry of the Collective Agreement.

- c) For each negotiation, conciliation, mediation or arbitration, the University grants the members of the Negotiations Committee preparation time without loss of pay, at the rate of one half-day per day of meetings.
- d) Members of the Negotiations Committee may, if they so desire, defer the vacation entitlement accumulated in the twelve (12) months preceding the expiry of the Collective Agreement to after the signing of the Collective Agreement, as well as those accumulated up until the signing of the Collective Agreement. A maximum of ten (10) days per year may be so deferred.

## **11.03 Grievance Committee**

- a) The University agrees to recognize a union Grievance Committee, composed of three (3) employees which includes the President of the Union or substitute, the Vice-President, Grievances, and a third member which may, in each case, be chosen according to the nature of the grievance.
- b) In order to conduct their inquiry, members of the Grievance Committee, after having informed their respective immediate supervisors, are entitled to a reasonable length of time, without loss of pay, to inquire into each grievance and/or prepare meetings with the University. They have access, if necessary, to that part of the building in which the incident has allegedly taken place in order that they may conduct an inquiry on location of the circumstances which gave rise to the grievance.

- c) The University agrees to meet the Grievance Committee upon request at a time and place agreed to by the parties. The employees who are members of the Grievance Committee are entitled to a leave without loss of pay to attend committee meetings. The hours and days of leave taken by virtue of clause 11.03 will not be drawn from the bank of hours provided for in clause 11.10.

#### **11.04 Health and Safety Representative**

The Health and Safety representative, after having informed his/her respective immediate supervisor, is entitled to a reasonable length of time, without loss of pay, to inquire into each complaint concerning health and safety issues. The hours or days of leave taken for these purposes will be drawn from the bank of hours provided for in clause 11.10.

#### **11.05 Executive Committee**

The members of the Executive Committee are granted leave from their duties without loss of pay for the purpose of Union administration. The hours or days of such leave will be drawn from the bank provided for in clause 11.10.

#### **11.06 Union Council**

- a) The Union Council is made up of the Executive Committee, delegates, and members of the different committees provided for in the Collective Agreement.
- b) The employees who are members of the Union Council are entitled to be absent without loss of pay to attend union meetings. The days and hours used for these ends are taken from the bank of hours provided for in clause 11.10.

#### **11.07 Labour Relations Committee**

- a) The parties agree that the purpose of the Labour Relations Committee is to discuss and resolve, if possible, all matters of concern to both parties.

The parties further agree that the Labour Relations Committee also acts as a committee to study every case where there is a disagreement between the parties concerning the inclusion or exclusion of a particular position from the bargaining unit (section 39 of the Labour Code).

- b) The Committee consists of up to six (6) members, three (3) of whom are nominated by the Union and three (3) by the University. Each party will designate a member to chair the meetings on an alternating basis.

When issues relating to section 39 of the Labour Code or to an appeal concerning job evaluations under clause 11.09 are being discussed, both parties may have their representative in charge of job evaluations present.

The Committee shall meet at the request of either party at a mutually acceptable time and place, within seven (7) working days of said request.

A report on the substantive results of each meeting shall be prepared, signed by the member designated to serve as chair and distributed to both parties normally within five (5) working days following the meeting.

- c) The Committee does not have the power to alter or amend the Collective Agreement.
- d) When the Committee's attention is drawn to a problem, a union representative from the Committee may verify the working conditions which form the basis of the problem. This may be done on-site with the employee(s) concerned.

In this case, the union representative will be freed from work by the University without loss of pay.

- e) Before each committee meeting, the union representatives have one (1) hour of preparation time, without loss of pay. They are also entitled to a leave without loss of pay to attend committee meetings.
- f) The University informs the Union in writing of the names of its representatives on the Labour Relations Committee, as well as, of any modifications which might occur.

#### **11.08 Membership in University Committees**

- a) **Central Advisory Health and Safety Committee**

The Union elects one (1) representative to serve as a member of the Central Advisory Health and Safety Committee and of any other health and safety committee which may be formed in the future.

The employee who is a member of the Central Advisory Health and Safety Committee is entitled to be absent without loss of pay to attend committee meetings.

- b) **Employee Assistance Programme (EAP)**

The Union elects one (1) representative to serve as a member of the EAP Committee and any other EAP committee which may be formed in the future.

The employee who is a member of the EAP Committee is entitled to be absent without loss of pay to attend committee meetings.

c) **CUPEU Professional Development Committee**

The Union elects three (3) representatives to serve as members of the CUPEU Professional Development Committee and any other CUPEU professional development committee which may be formed in the future.

The employees who are members of the CUPEU Professional Development Committee are entitled to be absent without loss of pay to attend committee meetings.

**11.09 Union Representation**

The parties recognize that, in order for the Union Executive Committee, delegates and representatives to fulfill their responsibilities towards the employees in the best way possible, leaves for union activities are necessary, and shall be granted as follows:

- a) The University grants the Union, for every reference year, a bank of leave for union activities calculated on the basis of half (1/2) a day for each employee in the bargaining unit on the payroll as of March 1 of each year. This leave can be taken per hour, per half-day or per day.
- b) The Union provides Employee Relations with information concerning leave for union activities, and this, in principle, at least seven (7) working days prior to the absence.
- c) When the entire bank of time granted by the University has been used, the leaves shall be without loss of pay but shall be reimbursed by the Union. These monies shall be made available to the units affected.
- d) The above-mentioned provisions shall apply to all leaves for union activities, except those provided for in clauses 11.02, 11.03, 11.07, and 11.08.

**11.10 Leave for Union Service**

- a) Upon written notice from the Union, the University grants leave without pay, to not more than one (1) permanent full-time employee for union service either as an employee or in an elected position within the Confederation des Syndicats Nationaux (CSN) or one of its affiliated bodies.
- b) The notice carries the name of the employee, the nature and length of the absence and must be forwarded to Employee Relations, as a rule, thirty (30) days prior to the absence.
- c) The University agrees to grant the leave without pay unless, due to exceptional circumstances, it would be impossible to do so without seriously affecting the normal operations of the sector where the employee concerned works.
- d) If the employee who is granted leave holds a non-elective position, he/she must return to work within the twenty-four (24) months following the beginning of his/her leave.

- e) If the employee on such leave holds an elective position, he/she receives a leave without pay equal in length to his/her term of office; this leave without pay may be renewed once, for a total of two (2) terms in the event of a re-election.
- f) An employee on such leave does not have a right to the benefits of this agreement except the pension plan and the group insurance plan to the extent such plans allow. In such an event, the cost of the premiums will be paid entirely by the employee.
- g) The employee granted such leave must give the University a written notice of his/her intent either to return to work or to stand for re-election at least thirty (30) days before the end of his/her employment or first term of office. Upon his/her failure to return to work at the end of the employment or the term of office provided for in subsections 11.11 (d) and (e), he/she is deemed to have resigned at the beginning of his/her leave, except for the insurance and pension plans.
- h) Upon his/her return to work, the University reinstates the employee into the position he/she occupied at the moment of his/her departure. If his/her position has been abolished, the procedures outlined in Articles 14 and 15 apply.

The employee will receive the salary progression that she or he would have been entitled to during the leave.

- i) The employee granted leave by virtue of the present clause will continue to accumulate seniority for the maximum period of time provided for in subsections d) and e). Thereafter, seniority does not accumulate but is maintained.

### **11.11 Executive Leave for Union Service**

- a) Upon written notice from the Union, the University grants leave without loss of pay to a maximum of one member of the Executive Committee at any one time, subject to the terms of the present clause.
- b) The notice includes the name of the employee, the nature and length of the absence and must be forwarded to Employee Relations, as a rule, thirty (30) days prior to the absence.
- c) The University agrees to grant the leave without loss of pay unless, due to particular circumstances, it would be impossible to do so without seriously affecting the normal operations of the department where the employee concerned works.
- d) The period of leave shall be no less than six (6) months and no more than twenty-four (24) months, unless the parties agree in writing to modify the period of leave.

The Union will reimburse the University for the salary paid to the employee excluding days provided for under Article 20, as well as the University's portion of the employee's benefits. This reimbursement must be made within thirty (30) days of being requested, failing which the employee's leave may be cancelled by the University.

An employee on such leave has the right to the benefits of this agreement including the pension plan and the group insurance plan to the extent such plans allow. In such an event, the cost of the premiums will be paid by the employee and the University as per the terms of the current Collective Agreement.

- e) The employee granted such leave must give the University a written notice of his/her intent either to return to work at least thirty (30) days before the end of his/her leave. Upon his/her failure to return to work at the end of his/her leave, he/she is considered as having resigned at the beginning of his/her leave.
- f) Upon his/her return to work, the University reinstates the employee into the position he/she occupied at the moment of his/her departure, or if his/her position has been abolished, into an equivalent position according to the procedures outlined in Articles 14 and 15. The employee will receive the salary progression that she or he would have been entitled to during the leave.
- g) The employee granted leave by virtue of the present clause continues to accumulate seniority.
- h) Other leave provisions under this article will not be applicable to an employee granted leave under the present clause.
- i) Upon return from his/her leave, the employee will acquire his/her entire vacation entitlement for the current year, which will be paid by the University as per the terms of Article 29.

## **ARTICLE 12 GRIEVANCE AND ARBITRATION PROCEDURES**

- 12.01** The parties agree that a grievance shall be any disagreement respecting the working conditions outlined in this agreement. The parties agree, furthermore, that they will endeavour to settle a grievance as promptly as possible.
- 12.02** Nothing in the present article must be considered as preventing the Union or an employee, accompanied by his/her union delegate, from discussing with the university representative any employee relations problem before resorting to the grievance procedure. The University representative must allow the presence of the union delegate who accompanies the employee.
- 12.03** A technical error in the grievance procedure does not invalidate a grievance.
- 12.04** a) A grievance is presented either in French or in English. It contains a summary of the facts, written in such a way as to be able to identify the problem raised, as well as the redress sought and, for information, the article or article in the agreement which is/are concerned.
- b) A grievance may be amended provided that the amendment does not alter the nature of the grievance. If the amendment is presented at the hearing, the arbitrator may decide to postpone the hearing in order to protect the rights of the parties.
- 12.05** The discussions between the parties concerning a grievance are held between the Grievance Committee and the representative(s) of the University designated for this purpose.
- Nevertheless, the university representative(s) with whom a grievance is discussed may invite another representative of the University to participate in the discussions.
- 12.06** The employee who files a grievance has a right to be present at all stages of the grievance and arbitration procedures. However, the final settlement of a grievance will take place between the Grievance Committee and the authorized representative of the University.
- 12.07** No employee will suffer loss of pay for any time spent discussing a grievance with representatives of the University or with members of the Grievance Committee during regular work hours.

In the event of arbitration, the members of the Grievance Committee, the griever(s) who are implicated or any other employee who serves as a witness are granted leave without loss of pay to attend the hearing. Any meeting, regarding a grievance between members of the Grievance Committee and the employees implicated in the grievance shall be held in a confidential location.

The time and reasonable duration of this meeting must be agreed to with the immediate supervisor. Moreover, a period of three (3) hours without loss of pay is granted to employees referred to in the present clause within the two (2) weeks preceding the arbitration hearing.

**12.08** An employee who files a grievance must not in any way be penalized or inconvenienced as a result.

**12.09** The Union may file a grievance on behalf of an employee, a group of employees, or all of the employees. In such a case, the Union must conform to the procedure provided in clause 12.10.

**12.10** The University and the Union agree to adhere to the following procedure for all grievances:

- a) The grievance is submitted to Employee Relations, with a copy to the immediate supervisor, within thirty (30) working days of the incident or awareness of the incident which gave rise to the grievance.
- b) At the request of either party, a meeting between the Grievance Committee and the University takes place within fifteen (15) working days following the filing of the grievance. The party requesting the meeting shall give a minimum of three (3) working days` notice of such a meeting.
- c) The University must submit its decision within the fifteen (15) working days following the meeting between the parties, with a copy to the employee.
- d) If no meeting is held, the University must render its decision within twenty-five (25) working days following the receipt of the grievance, with a copy to the employee.

**12.11** After having completed the grievance procedure described in clause 12.10, the Union may submit the grievance to arbitration by giving notice of its intention to Employee Relations within twenty (20) working days following receipt of the University's decision.

**12.12 Prescription**

Whatever the stage of the grievance and arbitration procedures, a grievance is deemed to have been settled, that is to say that it is accepted as valid or that it is abandoned, upon failure of either party to respond or to proceed to the next step, including arbitration, within the time limits stipulated above, unless the parties have mutually agreed in writing to modify the said time limits.



### **12.13 Arbitration Process**

- a) Unless otherwise agreed to by the parties, all grievances are heard before a single arbitrator.
- b) The jurisdiction of the arbitrator is limited to conditions established in the present agreement and in no case does the arbitrator have the power to add to, subtract from or modify the Collective Agreement in any way. The decision of the arbitrator is final and binding on the parties.
- c) In the event that the arbitration addresses disciplinary measures, the arbitrator may uphold or reject the decision of the University, or render any other decision he/she judges equitable under the circumstances, as well as determine, if appropriate, the amount of compensation and/or damages to which an employee unjustly treated may be entitled.
- d) The fees and expenses of the arbitrator will be divided equally between the parties.

### **12.14 Grievances will be addressed in the following order of priority:**

- 1) dismissals and disciplinary measures
- 2) harassment
- 3) health and safety
- 4) interpretation

The following arbitrators are selected in turn. If an arbitrator cannot hear a case in the six (6) months following the request, the next arbitrator is contacted, and then the next:

- 1) Jean-Yves Brière
- 2) Éric Lévesque
- 3) Nathalie Massicotte
- 4) Nancy Ménard Cheng
- 5) Yves St-André
- 6) Andrée St Georges

The parties may agree to choose another arbitrator.

### **12.15** In the case of a resignation, the arbitrator may take into account the circumstances surrounding the resignation of the employee and the validity of the consent.

## **ARTICLE 13 SENIORITY**

### **13.01 Accumulation of Seniority and Acquisition of Seniority Rights**

- a) Seniority is calculated on the basis of continuous service within the University.
- b) An employee is credited with seniority only when his/her probation period is completed. Seniority is then calculated from the date of hire.
- c) For the part-time employee, accumulated seniority is prorated to remunerated hours.
- d) Employees accumulate seniority on the basis of hours worked or considered as having been worked, subject to clause 13.03, and the leaves to which they are entitled.

### **13.02 Probation and Trial Periods**

#### **a) Probation Period**

- 1) The new employee is subject to a probation period of one hundred and twenty (120) days of work in a professional position. Such a probation period can only occur once during the course of employment. The parties recognize that during the probation period, the new employee is entitled to receive appropriate assistance, information and training in order to facilitate adaptation to his/her position.
- 2) In the middle of the probation period, the immediate supervisor shall prepare a written report on the progress of the employee and shall have a formal meeting with the employee to discuss the said report.
- 3) A probationary employee whose services are no longer required is entitled to a prior written notice of five (5) working days or one (1) week's salary if no notice is given. The employee credited with more than one (1) year of uninterrupted service is entitled to a prior notice of ten (10) working days or two (2) weeks salary if no notice is given.
- 4) Probationary employees have access to the grievance and arbitration procedure, except in the case of lay-off and dismissal.

**b) Trial Period**

- 1) Any employee who obtains a promotion or a transfer is entitled to a trial period of ninety (90) days of work. The Union and the University may, upon agreement, extend this trial period up to a maximum of one hundred and twenty (120) days of work.
- 2) During the trial period, the employee continues to benefit from all rights and privileges of the Collective Agreement.
- 3) The parties recognize that, during the trial period, the employee is entitled to receive appropriate assistance, information, and training in order to facilitate his/her adaptation to the new position.
- 4) In the middle of the trial period, the immediate supervisor will prepare a written report on the progress of the employee and shall have a formal interview with the employee to discuss the said report.
- 5)
  - i) If, during the trial period, the employee is incapable of satisfying the normal requirements of the position, the University reinstates the said employee in the former position, without prejudice as to rights acquired in such former position. If the former position has been abolished, the procedures provided for in Articles 14 and 15 shall apply. In the case of a grievance, the University has the burden of proving that the employee is incapable of satisfying the normal requirements of the position.
  - ii) If within the first forty-five (45) days of work of the trial period, the employee advises the immediate supervisor that he/she does not wish to remain in the position, the University reinstates the said employee in the former position, without prejudice as to rights acquired in such former position. If the former position has been abolished, the procedures provided for in Articles 14 and 15 shall apply.

**c) Evaluation**

Once the probation or the trial period has ended, an employee may request that his/her mid-probation or mid-trial period evaluation be removed from his/her personal file. Such a request must be submitted in writing.

Each employee must receive a photocopy of his/her probation or trial period evaluation.

### **13.03 Accumulation of Seniority**

An employee continues to accumulate seniority during any absence provided for in this agreement, or in the application thereof, or during any other authorized absence. Seniority continues to accumulate for the duration of the absence, subject to the following provisions:

- a) In the event of a leave without pay provided for in Article 31, seniority continues to accumulate for a period of twelve (12) months and is then maintained.
- b) In the case of an absence due to a non-work related accident or illness, seniority continues to accumulate for a period of twenty-four (24) months and is then maintained.
- c) In the case of an absence for union service as an employee or in an elected position at the CSN or its affiliated bodies (clause 11.11), seniority continues to accumulate for the maximum period of time provided for in clause 11.11 and is then maintained.
- d) In the case of any leave for union activities in virtue of Article 11, excluding clause 11.11, seniority continues to accumulate for the duration of the leave.
- e) In the case of parental leave, seniority continues to accumulate for the duration of the leave as provided for in Article 30.
- f) When a member of the bargaining unit takes a position outside the bargaining unit, seniority continues to accumulate as long as he/she has the right to return to her or his position in the professional bargaining unit in accordance with clause 17.08.

### **13.04 An employee ceases to accumulate seniority in the following cases:**

- a) In the event of a lay-off of a temporary employee at the end of the period for which he/she was hired or recalled, seniority ceases to accumulate and is maintained.
- b) In the case of lay-off of a probationary employee or a permanent employee who does not have employment security, seniority ceases to accumulate and is maintained.

### **13.05 Loss of Seniority Rights**

An employee loses his/her seniority rights, and his/her employment will be considered as terminated when:

- a) he/she voluntarily terminates his/her employment with the University;
- b) he/she is dismissed unless the dismissal is cancelled as a result of the grievance and arbitration procedure;
- c) he/she is laid off for a period exceeding twelve (12) months;
- d) he/she retires;
- e) he/she fails to return to work within ten (10) working days following receipt of a registered letter recalling her/him to work following layoff, without valid medical reason or without grave illness or death of a close family member as certified by a medical practitioner. This ten (10) day period may be extended by agreement between the parties;
- f) he/she did not return to his/her position in accordance with clause 17.08.

### **13.06 Resignations**

The University shall immediately send copies of all resignations it receives to the Union. An employee may retract his/her resignation from the University once only. This retraction must occur within three (3) working days of submitting the resignation.

### **13.07 Seniority List**

- a) The University provides the employees included in the bargaining unit with the seniority list through their personal access to the University portal (*MyConcordia*).

The Union has access to the seniority list through the personal access of its representatives as provided in the paragraph above.

- b) Any dispute concerning the seniority of an employee is submitted in writing to the Human Resources Department, Employee and Labour relations unit. A representative of this unit and the union representative will discuss any dispute and the University will make all the necessary corrections if necessary. In case of a persisting disagreement, a grievance is filed as provided in Article 12. However, the University is not held liable for any actions taken based on seniority lists prior to the date of dispute.

## **ARTICLE 14 EMPLOYMENT SECURITY**

### **14.00 Position Abolition**

- a) A position is considered abolished when a substantial part of the duties done and responsibilities assumed by an employee have either disappeared or have been significantly altered as part of an administrative reorganization.
- b) An administrative reorganization may occur for a variety of reasons, notably financial constraints, the restructuring of operations within a department, service, or unit; a change in the mission or mandate of a department, service, or unit; or the relevance of position.
- c) A position may only be abolished in the context of an administrative reorganization. A position is not considered abolished as a result of a revision of its job profile or its classification.
- d) The University may not abolish a position as a means of resolving a disciplinary situation.

### **14.01 Employment Security**

- a) The University ensures employment security for the duration of the present agreement to all permanent employees who have twenty-four (24) months or more of seniority.

When an employee obtains a permanent position and successfully completes the probation period, his/her prior continuous service in another permanent or temporary position or as an employee in another bargaining unit is credited towards obtaining employment security. Leaves without pay taken in conformity with Article 31 are excluded from the calculation of the twenty-four (24) months of seniority for the purpose of the present article.

It is agreed that being on the recall list does not constitute an interruption in service. However, the time not worked while on the recall list is excluded from the calculation of the twenty-four (24) months of seniority for the purpose of the present article.

- b) Notwithstanding any other provisions of the Collective Agreement, employees benefiting from employment security may not be laid off or dismissed without just cause, remain in the employ of the University, and continue to benefit from all the provisions of the present Collective Agreement.

- c) An employee hired at the University before June 1, 2006, whose position is abolished after he/she has acquired employment security, benefits from the provisions of clause 14.01 until the end of the month in which he/she reaches the age of sixty-one (61). Such an employee is then laid off and receives the benefits provided in subsection 14.03 a), less the salary already received while on employment security.

If the employee has reached the age of sixty-one (61) when his/her position is abolished, he/she receives the severance indemnity provided in clause 14.03.

An employee hired on or after June 1, 2006, whose permanent position is abolished after he/she has acquired employment security, benefits from these provisions for a period of:

- i) twenty-four (24) months following the said position abolishment if he/she has less than fifteen (15) years of seniority at the time of abolishment. At the end of this period, the employee either bumps in accordance with subsection 14.05 h) or ceases to be paid and is placed on the recall list for a period of twelve (12) months.
- ii) thirty-six (36) months following the said position abolishment if he/she has fifteen (15) or more years of seniority at the time of abolishment.

#### **14.02 Notice of position abolishment**

In the case of a position abolishment, an employee must receive a written notice at least three (3) months in advance, with a copy to the Union.

#### **14.03 Severance indemnity**

##### *Employees who have employment security*

- a) Any employee benefiting from employment security who is affected by clause 14.02, may choose to not exercise his/her right and to resign. In this case the employee will receive a severance indemnity equivalent to a lump sum of eight (8) months of salary plus one and a half (1.5) months of salary for each partial or complete year of service, to a maximum of thirty-five (35) months.
- b) The employee who confirms in writing his/her resignation within twenty (20) working days following receipt of the notice described in clause 14.02 receives three (3) months salary. The employee who confirms in writing his/her resignation after twenty (20) working days but before the end of the three (3) month notice period described in clause 14.02 receives the balance of the notice period as salary.

- c) The affected employee may claim, at any time during the period of paid employment security and subject to a twenty (20) working day notice, the severance indemnity, the value of which will be equal to the amount of severance indemnity he/she had a right to receive when his/her position was abolished minus the salary received since the abolition of the position.

***Tuition Waivers***

- d) An employee hired before June 1, 2006 who has acquired employment security and who has chosen to accept the severance indemnity is eligible for the following tuition waivers:
  - i. a tuition waiver for up to ninety (90) credits leading towards an undergraduate or graduate degree program or a diploma or a certificate program at Concordia University;
  - ii. a maximum of two (2) computer or language courses offered by Concordia's Centre for Continuing Education;
  - iii. for dependents who are, at the time of the abolition, enrolled at the University, the number of credits necessary to complete the program of studies already underway, to a maximum of ninety (90) credits;
- e) An employee hired on or after June 1, 2006 who has acquired employment security and who has chosen to accept the severance indemnity is eligible for the following tuition waivers:
  - i. a tuition waiver for up to one (1) year of study leading towards an undergraduate or graduate degree program or a diploma or a certificate program at Concordia University for employees who, at the time of the abolition, had less than five (5) years of service with the University;
  - ii. a tuition waiver for up to ninety (90) credits leading towards an undergraduate or graduate degree program or a diploma or a certificate program at Concordia University for employees who, at the time of the abolition, had five (5) years of service or more with the University;
  - iii. a maximum of two (2) computer or language courses offered by Concordia's Centre for Continuing Education;
  - iv. for dependents who are, at the time of the abolition, enrolled at the University, the number of credits necessary to complete the program of studies already underway, to a maximum of ninety (90) credits, if the employee has seven (7) or more years of service with the University.



### ***Employees who do not have employment security***

- f) Any employee who has completed his/her probation, who does not benefit from employment security and who is affected by clause 14.02 may decide to not exercise their rights and resign. In that case, he/she receives a severance indemnity of three (3) months of salary for less than one year of service at the university, or six (6) months of salary for service of one year but less than two years at the university.
- g) His/her name will be placed on the recall list according to clause 15.04. Should this employee be recalled within the period for which he/she has received an indemnity, he/she reimburses the part of the indemnity that corresponds to the period worked. The University deducts the said amount from the employee's pay at the rate of twenty-five percent (25%) of the employee's gross salary per pay period.
- h) Such an employee also has the right to the same tuition waivers offered a person hired on or after June 1, 2006 and having less than five (5) years of service at the university.

### **14.04 Career Guidance**

Once an employee chooses employment security, the University's Employment and Organizational Effectiveness Unit will meet with him/her to provide strategic career guidance and develop a plan that will include, if necessary, reassignment, training, placement, and the development of independent proposals.

### **14.05 Displacement Procedure**

- a) In the case of abolishment of permanent positions, the University must place any employee benefiting from employment security in a newly created or a vacant position within the bargaining unit providing he/she can satisfy the normal requirements of that position.
- b) Beginning at the time of receipt of the notice of abolition, any employee benefiting from employment security and whose position is abolished will be given priority to fill any vacant permanent position, or failing that, to fill any vacant temporary position. However, the University's obligation to find a permanent position for this employee under the employment security provisions does not cease if the employee accepts a temporary position.
- c) The employee with employment security and whose position has been abolished is deemed to hold the required qualifications of the abolished position, including educational level. Furthermore, he/she shall not be refused a permanent position if he/she only lacks competencies or skills that can reasonably be acquired within eight (8) months of full-time training or twenty-four (24) months of part-time training, as determined by the University.
- d) Any employee benefiting from employment security whose position is abolished and who is placed in a position of a lower grade, maintains the salary of the abolished position.

- e) Any employee benefiting from employment security who refuses an assignment to a vacant position will be considered as having voluntarily resigned.
- f) An employee affected by the abolition of a position who cannot be assigned to a vacant position according to subsection 14.05 a) and who chooses to not resign and to receive the indemnity indicated in subsection 14.03 a) must accept:
  - i. to fill a temporarily vacated position, as long as he/she satisfies the normal requirements of the position;
  - ii. to fill a work surplus or be assigned to a special project.

In such cases, the University may assign the employee for a period of less than six (6) months to any position that is classified as grade nine (9) or higher. This may happen only once. For assignments of six (6) months or more, the University may assign the employee to a position that is no more than two (2) grades lower than his/her abolished position.

- g) At the end of the paid period of employment security, the employee has the right to bump a temporary employee with less seniority who is the incumbent of a position that was not posted, as long as he or she meets the normal requirements of the position in accordance with the provisions of subsection 14.05 c). In such a case, the employee's status will be that of a temporary employee.

The employee who bumps is subject to the trial period provided in subsection 13.02 b).

- h) An employee whose position has been abolished and who has been placed in another position in the bargaining unit is subject to a trial period of ninety (90) days worked. Upon agreement between the parties, the trial period can be extended up to one hundred twenty (120) days.

During the trial period the employee will continue to benefit from all the rights and privileges of the Collective Agreement.

The parties agree that during the trial period the employee is entitled to the appropriate training and assistance in order to facilitate integration into the new position. Mid-way through the trial period, the immediate supervisor will prepare a written progress report and will hold a formal meeting with the employee to discuss the report.

If during the trial period the University determines that the employee is unable to meet the normal requirement of the position, subsections 14.05 a) and f) apply.

## 14.06 Other Benefits

An employee who has acquired employment security and who has chosen to accept the severance indemnity is also eligible for the following benefits:

- a) Reimbursement of the cost of counseling from a professional chosen by the employee to obtain financial and taxation advice related to the severance indemnity;
- b) Placement services and job search advice from an external provider for a maximum period of six (6) months. The employer refers the employee to the chosen resource. The employee must take advantage of these services within the twelve (12) months following his/her resignation.
- c) An employee may choose to not take advantage of the services described in b) above and to choose instead additional professional financial and taxation counseling up to the value of the corresponding placement and job search counseling services. The employee must take advantage of these services within the twelve (12) months following his/her resignation.
- d) Access to the University's health services and athletic facilities for a period equal to the notice and indemnity set out in subsection 14.03 a).
- e) The employee may choose to receive the amounts owed in virtue of the present article in the form of a single lump sum payment, two separate payments, or a paid leave of absence corresponding to the duration of the notice and severance indemnity as set out in subsection 14.03 a). In the case of a leave of absence, both the employee and the University continue their respective contributions to the pension and group insurance plans.
- f) Bridging

An employee whose position has been abolished and has at least ten (10) years of service, may choose to apply for a leave without pay, until the month in which he/she reaches age fifty-five (55) and then retire effective the last day of that month. The maximum duration of such leave without pay, will be equal to twenty percent (20%) of his/her years of service, up to a maximum of five years minus all periods of unpaid leave taken while employed.

The employee may choose to receive the amount owed in virtue to the present article in the form of a single lump sum payment, two separate payments, or in the form of bi-weekly payments over the period of the unpaid leave.

During this period, the employee retains his/her status as an active member of the university pension plan and maintains his/her participation in the group insurance plan with the exception of sick leaves and long term disability. The employee and the University continue their respective contributions to the pension and group insurance plans unless the employee chooses to become a non-contributing member of the pension plan in which case the

employee's contribution shall cease. The contributions are calculated based on the annual salary at the time of the abolishment of his/her position.

An employee taking advantage of the bridging option is entitled to the tuition waivers set out in clause 14.03, as are his/her any dependents who register before or during the unpaid leave.

An employee who chooses a bridging option is not eligible for early retirement lump-sum benefits set out in clause 38.03.

## **ARTICLE 15 LAY-OFF AND RECALL**

**15.01** Only employees who are not covered by clause 14.01 may be laid-off.

### **15.02 Lay-off Procedure**

In cases concerning lay-offs, temporary employees and those on probation are laid-off first. If other lay-offs are necessary, permanent employees not having job security are laid-off next, starting with those who have the least seniority.

### **15.03 Notice of Layoff**

- a) Any permanent employee not having job security, facing lay-off, must receive a two (2) month notice indicating the lay-off date.
- b) Any temporary employee with less than five (5) years of service, facing lay-off, must receive a two (2) week notice indicating the lay-off date.
- c) The temporary employee with at least five (5) years of service must receive a four (4) week notice.
- d) The temporary employee with ten (10) or more years of service must receive an eight (8) week notice.

**15.04** a) The recall list includes the names of all permanent employees not having job security and temporary employees who were laid-off, as well as the names of all temporary employees who have completed a fixed-term contract.

b) Within thirty (30) days following the signing of the Collective Agreement, the University will provide the Union with the recall list of employees covered by the present article. Thereafter, this list will be updated and sent to the Union every three (3) months.

c) The recall list includes the following information:

- Name;
- Address;
- Status;
- Telephone numbers (maximum 2), if the employee agrees;
- Accumulated seniority;
- Title of the last position held.

- d) Unless otherwise stipulated, recall to work will be done by telephone, fax or e-mail according to how the employee instructs Department of Human Resources and Employee Relations. The University will keep a written log of all the employees contacted. Any employee may consult this log during regular office hours, accompanied by a union representative.
- e) If after three (3) attempts an employee cannot be reached, the University will contact the next person on the list, and proceed down the list as required. Employees are responsible for ensuring that their last address and last telephone number given to the University and the Union are correct. Attempts at reaching an employee must be spread over a minimum period of three (3) days.

#### **15.05 Recall Procedure**

- a) Any permanent employee not having job security, and whose name appears on the recall list, is deemed to have applied for any vacant or newly created position, or for any temporarily vacated permanent positions for which this employee has the professional qualifications taking into account the normal requirements of the position.
- b) An employee who is recalled to a position temporarily vacated by its incumbent is subject to the conditions that apply to temporary employees as set out in Article 41.
- c) Employees are called back to work in order of seniority, on condition that they satisfy the normal requirements of the position.
- d) In the event of recall, employees must provide all documents attesting to their professional qualifications which do not appear in their personnel file.

**15.06** The name of an employee, who during a period of twelve (12) consecutive months has not worked according to the provisions of the present agreement or has refused three (3) recalls to work, is removed from the recall list.

**15.07** Should the University not be able to reach an employee after three (3) consecutive recall attempts, it will send a registered letter to the last address believed to be that of the employee. If the latter does not confirm his/her availability within the two (2) weeks following receipt of the registered letter, his/her name will be removed from the recall list.

**15.08** The Union must receive a copy of all the letters sent by the University to any employee affected by the present article.

**15.09** The University undertakes to meet with the Union, as soon as possible, to discuss any problem related to the present article and not covered by the provisions herein.

**ARTICLE 16 TECHNOLOGICAL OR ADMINISTRATIVE CHANGES AND MAJOR BUDGETARY CUTS**

**16.01** In an attempt to keep employees apprised of current and anticipated administrative or technological changes and major budgetary cuts that will directly affect conditions of employment, the University will hold a consultation meeting to receive input from the employees who will be affected by the changes.

The meeting agenda may, if necessary, include the following elements:

- a) the nature of the changes to be introduced;
- b) the timing of the changes;
- c) the reassignment of duties;
- d) the effects on terms and conditions of employment;
- e) the plans for training relative to existing employees adapting to new equipment or work methods;
- f) the arrangements for the assessment of the employees' needs related to training.

**16.02** a) The University shall give written notice to the Union of its intention to introduce technological or administrative change or react to major budgetary cuts, at least three (3) months prior to the expected date of such change or cuts.

This notice must include the following information:

- i. the nature and goal of the technological or administrative change or major budgetary cuts;
  - ii. the expected date of implementation or, if necessary, the schedule of implementation;
  - iii. the names of the employees, and if such is the case, the positions likely to be affected by the technological or administrative change or major budgetary cuts;
  - iv. the effect which this change or these major budgetary cuts are likely to have on the working conditions of the employees affected.
- b) At the latest ten (10) working days following the receipt of the notice by the Union, the Union may ask the University to submit its projects to the Labour Relations Committee for discussion in order to minimize the impact on employees and to facilitate their adaptation to the changes.

- c) The University agrees to offer to employees affected by technological or administrative change, the necessary training to allow them to fulfill their new duties. This training will be offered at the University's expense during work hours and without any loss of rights or advantages.

**16.03** The parties agree that the notice in clause 16.02 shall be given when a technological or administrative change or a major budgetary cut has one or more of the following effects:

- a) the abolishment or creation of one or more positions;
- b) changes in the requirements of one or more positions;
- c) changes in the major job responsibilities and/or the areas of decision-making of one or more positions



## **ARTICLE 17 JOB POSTING, SELECTION AND MOVEMENT OF PERSONNEL**

**17.01** Any vacant position, permanent or temporary, as well as any position temporarily vacated by its incumbent, that the University decides to fill and that cannot be filled by an employee with priority as provided in Article 14, is posted as provided in clause 17.02 or 17.05, as appropriate.

a) Permanent positions

- i. When there is a vacant position, the University must decide within six (6) months whether to fill it or abolish it. The University informs the Union within a week of its decision.
- ii. If the University decides to fill the position, the University posts the position within thirty (30) days of its decision, as provided in clause 17.02.
- iii. During the periods mentioned in subsections i) and ii) above, the University can fill said position as provided in clause 17.05.

b) Temporary positions

A temporary position is posted in accordance with provisions of clause 17.02.

c) Position temporarily vacated by its incumbents

A permanent position temporarily vacated by its incumbent that the University decides to fill is posted as provided in clause 17.05.

However, for the subsections b) and c) above, when it is unlikely that an employee has the required qualifications and competencies to perform the duties, the parties can agree not to post the position.

**17.02** a) The University posts all vacant positions during ten (10) working days. A copy of the posting must be sent simultaneously to the Union.

The positing may be done electronically on the Human Resources Department website.

- b) The posting includes the following information:
- position title, code and grade;
  - job profile for guidance;
  - the normal requirements of the position ;
  - department;
  - title of immediate supervisor;
  - salary scale;
  - work schedule, should it be out of ordinary;
  - posting date and expiry of posting date;
  - permanent or temporary status (indicating the length of the assignment)
  - full-time or part-time status.
- c) The University must notify the Union if a posting is cancelled.

**17.03** Employees who wish to apply for the position must do so during the posting period.

In case of a permanent posting, all employees may apply.

In case of a temporary position or a temporarily vacated position, the permanent employees who are not already in a temporary assignment, the temporary employees whose assignment will end within ninety (90) days of the posting expiry date and the employees on the recall list may apply.

Notwithstanding what precedes, the permanent employee who is already temporarily assigned can apply for another temporary position or a position temporarily vacated by its incumbent only if this position is in a superior grade.

**17.04** a) In selecting a candidate to fill a vacant position, the position is granted to the most competent employee. When two (2) employees with equal competencies both apply for a position, the employee with the most years of service as a professional employee at the University shall be granted the position.

The employees who have applied will be considered before any external candidate. If there is no employee, amongst those who applied, who has the necessary competencies to meet the position requirements, external candidates may be considered.

The employee who has not been selected to fill a vacant or temporarily vacated position may submit a request for information to the selection committee, with copy to the Human Resources Department, in order to obtain the reason or reasons why he/she has not been selected. The Head of the unit or department responsible for the selection must reply within fifteen (15) working days of the employee's request.

- b) The selection process shall normally include an advisory selection committee. The establishment and composition of this committee are the responsibility of the head of the unit or department seeking a candidate, but the committee shall normally include an employee from the unit or department.
- c) The University shall designate the employee within thirty (30) working days of the expiry of the posting period. When a position is filled, the Employment and Organizational Effectiveness Unit shall inform the chosen person of his/her appointment verbally, followed by a written confirmation, with a copy to the Union within twenty (20) working days.
- d) The University is not obliged to post a vacant position a second time when:
  - i. the vacant position was first filled by a person outside the bargaining unit who decided to leave the position within the first three (3) weeks of his/her probationary period;
  - ii. the vacant or newly created position is filled by an employee who decided to from his/her former position within the first forty-five (45) days of his/her trial period.
  - iii. The position temporarily vacant by its incumbent for a period of less than twelve (12) months cannot be filled by an employee.

The advisory selection committee then proceeds with a second choice among the candidates who applied in accordance with the provisions of this article.

- e) An employee who applies for a position and who withdraws his/her application or who refuses the position shall not suffer any prejudice concerning any future applications.
- f) When an employee is promoted or transferred, he/she is assigned to his/her new position within twenty (20) working days following the moment he/she is appointed. The employee receives from the date of his/her assignment, or from the time he/she should have assumed the position, the salary of the new position.

#### **17.05 Positions temporarily vacated by their incumbents**

- a) There is no obligation on the part of the University to fill a position that is temporarily vacated by its incumbent. The decision to fill such a position is the responsibility of the department.
- b) Notwithstanding subsection a), the University can decide to divide the duties of the temporarily vacated position on a priority basis among employees of the department insofar as the employees agree. In such a case, the University must inform the Union in writing of its decision within twenty (20) working days and shall pay employees in accordance with the provisions of Article 26.

- c) If a position temporarily vacated by its incumbent for a period of twelve (12) months or more has to be filled, it shall be done in the following manner and order:
  - i. The position shall be posted within the department concerned for a period of five (5) working days, and filled by the employee, from within the department, who is the most qualified to meet the normal requirements of the position. When two (2) employees with equal competencies are competing to obtain the position, the employee with the most years of service as a professional at the University shall be granted the position.
  - ii. The position shall be offered to the employee, on the recall list, who has the most years of service in a professional position at the University and who possesses the required qualifications, considering the normal requirements of the position.
  - iii. Should no employee candidate from within the department or the recall list obtain the position, the position shall be posted according to the provisions of clause 17.02 and filled using the procedures described in clause 17.04
  
- d) If a position temporarily vacated by its incumbent for a projected period of less than twelve (12) months has to be filled, it shall be done in the following manner and order:
  - i. The position shall be posted simultaneously within the department concerned and on the Human Resources Department website for a period of five (5) working days in accordance with the provisions of subsections 17.02 b) and c). A copy of the posting is transmitted electronically to all the employees of the concerned department and to the Union at the time of the posting.
  - ii. The position is filled in the following order:
    - 1. by the employee, from within the department, who is the most qualified to meet the normal requirements of the position;
    - 2. by the employee from the recall list, who has the most years of service in a professional position at the University and who possesses the required qualifications, considering the normal requirements of the position;
    - 3. by the employee who is the most qualified to meet the normal requirements of the position;
    - 4. by an external candidate.

When two (2) employees with equal competencies are competing to obtain the position, the employee with the most years of service in a professional position at the University shall be granted the position.

**17.06**

- a) The University gives a written notice to the selected candidate, with copy to the Union, that specifies the position to which he/she is temporarily assigned, its duration, as well as the grade, salary and/or stipend if applicable. The University forwards a copy of this notice to the Union.
- b) The permanent employee who is temporarily assigned remains the incumbent of his/her position and returns to it at the end of the temporary assignment. In the event of the abolishment of his/her position, the provisions of Articles 14 and 15 shall apply.
- c) The employee who is subject to this clause is subject to the provisions of subsection 13.02 b) (trial period) and receives the same salary to which he/she would be entitled if filling the position on a permanent, ongoing basis.

**17.07** In the case of a grievance concerning this article, the burden of proof rests with the University.

**17.08** An employee granted a permanent position outside the bargaining unit is entitled to return to his/her former position until such time as the probation period in the new position has been successfully completed. An employee granted a temporary assignment outside the bargaining unit is entitled to return to his/her position within a period of thirty (30) months. Upon his/her return, he/she becomes once again eligible for union membership, starts paying union dues, and recovers all his/her rights and privileges. In the event of the abolishment of his/her position, the procedures provided for in Articles 14 and 15 shall apply.

## **ARTICLE 18 HEALTH AND SAFETY**

- 18.01** The University acknowledges its responsibility to provide a safe and healthy workplace, to provide facilities, supplies, services, procedures and training required by the Act respecting Health and Safety to protect the health and safety of employees as they carry out their responsibilities of employment.
- 18.02** The official university policies and procedures relating to health and safety apply mutatis mutandis to all employees.
- 18.03** Any employee who serves on a health and safety subcommittee in a given department has a right to leave his/her workplace to attend subcommittee meetings without suffering any loss of pay.

## **ARTICLE 19 SUBCONTRACTING**

- 19.01** a) The granting of contracts, subcontracts, total or partial separation, transfers, or any other form of arrangement must not cause a lay-off, a demotion or a reduction of working hours for the employees governed by the Collective Agreement.
- b) Moreover, in no case may the tasks of an abolished position be the subject of a subcontract, total or partial separation, transfer, or any other form of arrangement.
- c) The University will favour the creation of new positions rather than sub-contract work of the classes of positions governed by the present Collective Agreement.

## **ARTICLE 20    UNIVERSITY CLOSING**

In the event that the President declares the University closed for any reason or in the event that the majority of non-teaching staff is not required to work during a given period, no employee shall suffer loss of pay. Moreover, any employee whose presence is required, will receive, subject to express provisions of the present agreement, in addition to his/her salary for time worked, the equivalent in paid leave.



## **ARTICLE 21 DISCIPLINARY MEASURES**

- 21.01** Any disciplinary measure must be the subject of a written notice addressed to the employee concerned and stating the reasons for the measure. Such notice must be sent simultaneously to the Union. Only those disciplinary measures of which the employee and the Union have been informed in writing can be used as evidence in arbitration and can appear in the employee's personal file.
- 21.02** The Union may, in the case of any employee who is dismissed, suspended, demoted or given a written warning, file a grievance and, if necessary, submit the case to arbitration, except however in the case of an employee who is dismissed during his/her probation period.
- 21.03** In all cases of disciplinary measures, the University has the burden of proving that the disciplinary measure was imposed for just and sufficient cause. The arbitrator may confirm or reject the disciplinary measure, or render any other decision that he/she judges equitable under the circumstances.
- 21.04** In the event that a university representative finds it necessary to summon an employee for disciplinary reasons (written warning, demotion, suspension, or dismissal), the employee has the right to be accompanied by a union representative. The University will inform the employee of his/her right.
- 21.05** A suspension does not interrupt the continuous service of an employee.
- 21.06** No disciplinary measure may be imposed later than twenty (20) working days after the date of the incident which gave rise to it or of the date the immediate supervisor became aware of said incident. Upon agreement between the parties, the delays provided in the present clause may be suspended.
- 21.07** No confession signed by an employee can be used as evidence against her/him in an arbitration, unless it is:
- a confession signed before a union representative;
  - a confession signed in the absence of a union representative but not denounced in writing by the employee within seven (7) days of its being signed. The University forwards a copy of the confession to the Union by electronic mail or facsimile as soon as it is received.

## **ARTICLE 22    PERSONAL FILES**

**22.01** An employee has the right, with adequate notice to the Department of Human Resources and Employee Relations, in the presence of a representative of the University, to request to see his/her personal file which relates to his/her work at the University, to verify its contents, to add comments to it and to obtain, at his/her own expense, a photocopy of such file. The employee file contained within the Department of Human Resources and Employee Relations is the only official file for the purpose of this Collective Agreement.

**22.02** Any record of a disciplinary measure must be removed from an employee's file after a period of twelve (12) months has elapsed without any further disciplinary measure of the same nature.

Furthermore, any disciplinary notice, or any part of such notice, against which an employee has won his/her case in arbitration, must be removed from the file.

## **ARTICLE 23 CORRESPONDENCE AND ROOM BOOKINGS**

- 23.01** The University allows the Union to use its meeting rooms. The rooms shall be reserved according to normal University procedures.
- 23.02** A copy of all correspondence between the Union and the University shall be sent to Employee Relations and the Union.
- 23.03** Internal and electronic mail as well as facsimile are deemed the adequate means of communication, unless otherwise specified in the Collective Agreement.

## **ARTICLE 24 HOURS OF WORK AND WORK SCHEDULES**

**24.01** Except for employees working on special work schedules under clause 24.12, the regular work week is thirty-five (35) hours, normally between 9 a.m. and 5 p.m. from Monday to Friday.

### **24.02 Overtime**

- a) Overview
  - i) All work performed by an employee outside of his/her regular work day or regular work week as defined in clause 24.01 is considered as overtime, if approved in advance by the immediate supervisor.
  - ii) Except for cases of emergency, all overtime is performed on a voluntary basis.
  - iii) The parties agree that overtime work must be kept to a minimum.
  - iv) No employee is required to perform more than sixteen (16) consecutive hours of work.
  - v) Overtime work is distributed as equitably as possible, on a rotating basis in the service, department or program involved, among the employees who normally perform the duties for which overtime is required.
- b) All overtime work will be compensated in the following way:
  - i) Time-off or remuneration at the rate of one and a half times (150%) the hours worked by the employee outside of the regular work day or work week or performed on the first day worked on the week-end.
  - ii) Time-off or remuneration at the rate of two times (200%) the hours worked by the employee on a statutory holiday (in addition to the postponement or to the payment of the statutory holiday) or on the second day worked on the weekend.
  - iii) An employee who works overtime for a period of three (3) hours or more is entitled to a sixty (60) minute compensated rest/meal period. For each three (3) hours of overtime worked, the employee is entitled to a fifteen (15) minute compensated rest period.
  - iv) A meal allowance of thirteen dollars and twenty-seven cents (\$13.27) will be paid at the date of the signature of this collective agreement.

A meal allowance of thirteen dollars and sixty-one cents (\$13.61) will be paid as of June 1<sup>st</sup> 2020.
  - v) An employee who works overtime for a minimum of four (4) hours will be entitled to be reimbursed for taxi fare home on presentation of a receipt.

- vi) The employee may choose either time-off or remuneration.
- c) The payment of overtime wages earned during any given pay period is made at the same time as the regular pay for the following pay period. During annual vacations and the Christmas break, this payment is delayed one pay period.
- d) Overtime compensated with time-off must be taken in the twelve (12) months that follow. Any overtime still owed at the end of the twelve (12) month period must be remunerated at the rate applicable when the payment is made.

**24.03** With the consent of the immediate supervisor, an employee may choose to work on a schedule other than 9 a.m. to 5 p.m., and do so on a regular basis.

**24.04** Upon agreement between the parties, the University may, taking into consideration the needs of the administrative unit, the employee's position and the inherent obligations of the position, establish for a given employee a work schedule different from the one provided for in clause 24.01.

**24.05** All employees are entitled to a rest period of fifteen (15) minutes per regular half-day of work, without loss of pay.

**24.06** All employees are entitled to a meal period of one (1) hour, without pay, during their regular workday. This meal period is normally taken in the middle of the regular workday.

**24.07** Employees who, on occasion, wish to change their established work schedules must receive prior approval from their immediate supervisor.

**24.08 Summer hours**

- a) Every year, for a period of ten (10) weeks, from mid-June to mid-August (exact dates to be posted by the Department of Human Resources and Employee Relations), the regular work week is reduced by three (3) hours without loss of pay.
- b) To facilitate the implementation of the summer schedule, individual work schedules shall be approved prior to the commencement of the period during which they occur; such approval shall not be unreasonably withheld. With the permission of the immediate supervisor, an employee may, during the summer period, change his/her choice. The choices among the various options in subsection c) shall be distributed as equitably as possible, to the extent that service requirements allow, taking into consideration:
  - i) the seniority of the employee;
  - ii) the preference expressed by the employee.

- c) The options for reducing the regular work week are:
  - i) Four (4) work days of seven (7) hours each, and one (1) work day of four (4) hours on Friday morning.
  - ii) Four (4) work days of eight (8) hours each from Monday to Thursday.

**24.09** If an employee is absent during the period of summer hours, he/she will not be able to "bank" the time-off he/she would have been entitled to if he/she had been present except for the weeks of vacation. In this case, the summer hours that coincide with his/her vacation weeks can be taken off at any other time during the summer hours period.

**24.10** Departments which have to operate with full staff during the period of summer hours (e.g. Office of the Registrar) can require that, during this period, employees keep working usual hours and take their time off either before or after the period of summer hours.

**24.11** If an employee is unable to take advantage of the summer hours as they occur, the unused hours may be "banked" and then taken at a date agreed upon with the immediate supervisor. Such accumulated hours must be used up before the end of August, except in special cases when this is not possible due to the department workload. In such cases, the accumulated hours may be deferred. In all cases, these hours must be liquidated by May 31 of the following year.

#### **24.12 Special Work Schedules**

- a) The University shall determine the positions that require special work schedules, it being understood that, subject to service requirements, special work schedules should be kept to a minimum.
- b) An employee who is called upon to work a special work schedule shall be notified in writing, with a copy to the Union, at least one (1) month in advance, or at the time of his/her hire, promotion, or transfer.
- c) The regular work week for an employee working on a special work schedule is thirty-five (35) hours.
- d) The University shall not introduce a special work schedule that did not exist at the date the Collective Agreement came into effect without first consulting the employees involved and the Union.

#### **24.13 Premiums for Special Work Schedules**

- a) An employee who works on a permanent or a temporary basis for two (2) or more hours after 5 pm is entitled to a premium of two-and-a-half percent (2.5%) of base salary for all work after 5 pm.

- b) An employee is not entitled to such a premium when he/she is being paid at the rate provided for overtime.
- c) This premium is not added to the hourly rate in calculating the remuneration for overtime performed.

#### **24.14 Call-back**

- a) The employee who, at the request of his/her immediate supervisor, returns to work outside of the regular working hours, to cope with an emergency, shall be entitled to the more advantageous of the following:
  - i) Compensation according to the overtime rules as set out in clause 24.02;
  - ii) Compensation of three (3) hours at the applicable regular rate.
- b) The employee who is called back to work is compensated for the time worked and traveling time. Furthermore, traveling expenses are reimbursed according to the applicable university policy.
- c) The employee who can perform the required tasks from a distance is not required to report to work. In this case, he/she is compensated only for the time worked but the compensation cannot, under any circumstances, be less than one (1) hour at the applicable regular rate.

#### **24.15 On-call**

- a) An employee is considered to be on-call when an employee is required, at the request of the immediate supervisor, to be available to report for work, in the event of an emergency, when contacted via pager or telephone.
- b) The University will provide a cell phone or a pager at no cost to the employee for the duration of his/her on-call period, and the portable material necessary to allow the employee to fulfill his /her tasks without returning to work, unless his/her tasks cannot be performed remotely.
- c) The periods which require an employee to be on-call are filled on a voluntary basis. However, should the number of volunteers not be sufficient to cover the service requirements, the remaining on-call periods shall be distributed equitably among all the employees of the department including, if necessary, employees from outside the bargaining unit who possess the skills to perform the duties, on a rotating basis, while taking into account the preferences expressed by the concerned employees and their seniority. Employees are informed of their schedules for on-call service in writing at least two (2) weeks before its implementation.

- d) If necessary, units meet every three (3) months so as to ensure that, while meeting service requirements, no employee is required to be on-call more than one (1) week out of three (3), unless there is a leave, an unforeseen event or unless he/she agrees to.

In case an employee is required to be on call more than one (1) week out of three (3) for a period exceeding nine (9) weeks, due to a leave or an unforeseen event, the premium paid shall be increased by fifty percent (50%) for each on-call period exceeding the period of nine (9) weeks.

- e) The employee who is requested by his/her immediate supervisor to be on-call will receive a premium of one (1) hour at the regular hourly rate for each on-call shift of eight (8) hours or less, except on statutory holidays on which the employee will receive one and a half (1.5) hours at the regular hourly rate for each on-call shift of eight (8) hours or less.
- f) The employee who must return to work during his on-call period is compensated according to the provisions of clause 24.14.
- g) The employees can agree to exchange on-call periods. They must inform their immediate supervisor before.



## **ARTICLE 25    SUCCESSIONSHIP**

- 25.01** In the event that Concordia University, in whole or in part, is consolidated or merged into or with any other division, school, college, or component of a system of higher education in Québec during the life of this Collective Agreement, the present bargaining unit as defined in this Collective Agreement, shall remain distinct and this Collective Agreement shall remain in full force and effect.
- 25.02** In the event that there is a successor or successors in interest, in whole or in part, to the Board of Governors of Concordia University such successor(s) shall be bound by and shall assume all the rights, duties and obligations of the Board as if such successor(s) in interest were a named party and signatory to this Collective Agreement.

## **ARTICLE 26 STIPENDS**

- 26.01** When employees are entrusted with responsibilities of a position in a higher grade, they shall receive a stipend.
- 26.02** When a temporary assignment involves responsibilities which are classified in a higher grade than the position normally occupied, the University must pay the employee a stipend which is proportional to the duration of this assignment and proportional to the percentage of work in the higher grade.
- 26.03** The amount of the stipend to be paid is equal to the difference between the employee's base salary and the salary to which the employee would have been entitled to if the latter had to take up these additional responsibilities on a permanent basis subject to clause 40.10.
- 26.04** When a particular situation requires, according to the University, monetary adjustments for a particular employee or for certain employees, they shall receive a stipend. The stipend shall be determined by a committee composed of representatives from the University and the Union.
- 26.05** The payment of a premium does not exclude the payment of overtime as provided in Article 24. However, the payment of overtime is based solely on the regular salary of the employee.

## **ARTICLE 27 HOLIDAYS**

**27.01** a) During the reference year, the following days are recognized as paid holidays:

- June 24
- July 1
- First Monday in September
- Second Monday in October
- December 24
- December 25
- December 26
- December 31
- January 1
- January 2
- Friday before Easter
- Monday following Easter
- Monday preceding May 25

b) The University is normally closed from December 24 until normal opening hours January 3. This period is considered to be worked and paid.

c) The University agrees to recognize and observe as paid holidays all other days declared to be holidays by the governments.

**27.02** a) If one of the holidays mentioned in clause 27.01 coincides either with an employee's annual vacation, or with one of his/her weekly days off other than Saturday or Sunday, the employee affected is entitled to a postponement of the holiday to a date agreed upon between her/him and his/her immediate supervisor.

b) If one of the holidays mentioned in clause 27.01 coincides with a Saturday or with a Sunday, the holiday is moved to the preceding or to the following workday.

**27.03** The University will respect recognized religious holidays not outlined in clause 27.01

## **ARTICLE 28 SOCIAL LEAVES, PERSONAL LEAVES AND DEFERRED SALARY LEAVES**

**28.01** All employees are entitled to the following leaves without loss of pay provided that the leaves coincide with a day the employee would normally be working.

When an employee has to be absent for one of the reasons specified in this article, he/she must inform his/her immediate supervisor of this as soon as possible.

### **28.02 Bereavement Leave**

In the event of the death of a relative or family member, the employee may ask for a leave from the University for a limited period of time. Whenever possible, reasons for and notification of such a leave shall be given before departure to the immediate supervisor. The duration of the bereavement leave shall not exceed five (5) working days. The authorization of such a leave shall not be withheld without a valid reason.

The employee may add to the bereavement leave his/her accumulated vacation entitlements or a leave without pay.

### **28.03 Marriage Leave**

In the event of the marriage of:

- a) the employee, he/she is entitled to five (5) working days;
- b) a son, a daughter, an employee is entitled to one (1) working day;
- c) the father, mother, grandparents, brother, sister, grandchildren, an employee is entitled to the day of the wedding.

The employee may add to the periods described in a) and b), his/her accumulated vacation entitlements or an additional leave without pay.

### **28.04 Leave for Moving**

When an employee changes the location of his/her residence, he/she is entitled to one (1) working day of leave for moving. However, he/she is not entitled to more than one (1) working day per reference year. This restriction does not apply when an employee must move for reasons beyond his/her control providing proof is submitted.

### **28.05 Leave for Jury/Witness Duty**

- a) In the event that an employee is required for jury duty or to act as a witness in proceedings to which he/she is not a party, he/she will not as a consequence suffer any loss of his/her regular pay during the time that he/she is required to act in such a capacity. However, the employee must turn over to the University the equivalent of the amount received for the performance of these duties. If this amount is greater than his/her salary, the difference will be returned to her/him by the University.
- b) The employee called to act as a witness in a case where the University is involved continues to receive his/her regular salary.
- c) In the event an employee must appear before a civil, administrative or penal tribunal in a case in which he/she is party, he/she is entitled to take a leave without pay or use his/her accumulated vacation.

### **28.06 Personal Leave**

Full-time employees who have completed their probation period are entitled to the equivalent of a maximum of four (4) working days of leave per year without loss of pay for personal reasons. These four (4) days may be taken in hourly blocks.

Part-time employees, who have completed their probation period, are entitled to personal leave prorated to hours worked.

Such leaves are not to be used to prolong vacations or any other leave provided for in this Collective Agreement with the exception of bereavement leave.

Normally, the employee will advise the immediate supervisor of the need for such a leave two (2) days in advance.

Personal leave does not accumulate from year to year (the year being calculated from June 1).

Any time required beyond the four (4) above-mentioned days will be without pay.

### **28.07 Family Leave**

- a) An employee may be absent from work, without pay, during ten (10) days per year to fulfill obligations related to the care, health or education of her/his child or the child of her/his spouse, or due to the state of health of a relative or a person for whom the employee acts as a caregiver, as attested by a professional working in the health and social services sector and governed by the Professional Code (chapter C-26).

Relative means, in addition to the employee's spouse, the child, father, mother, brother, sister and grandparents of the employee or the employee's spouse as well as those persons'

spouses, their children and their children's spouses. The following are also considered to be an employee's relative:

- a person having acted, or acting, as a foster family for the employee or the employee's spouse;
- a child for whom the employee or the employee's spouse has acted, or is acting, as a foster family;
- a tutor or curator of the employee or the employee's spouse or a person under the tutorship or curatorship of the employee or the employee's spouse;
- an incapable person having designated the employee or the employee's spouse as mandatary;
- any other person in respect of whom the employee is entitled to benefits under an Act for the assistance and care the employee provides owing to the person's state of health.

From these ten (10) days, one (1) is taken without loss of pay, and the others are without pay.

The leave may be divided into days. A day may also be divided if the employer consents thereto.

The employee must advise the employer as soon as possible and take reasonable steps within his power to limit the leave and the duration of the leave.

The employee can agree with his immediate supervisor to work compensatory hours, in which case the leave will be without loss of pay.

- b) An employee can be absent from work without pay or take a part-time leave without pay for a maximum duration of fifty-two (52) weeks when his minor child suffers or the minor child of his spouse from emotional or social development problems, is handicapped or suffers from a long-term illness, and if the child's health condition requires the presence of the employee.
- c) An employee can also use the other leaves for family obligations provided in the Act respecting Labour Standards.
- d) When on leave as provided for in this clause, the employee accumulates seniority and up to thirty-five (35) weeks of experience for the purpose of salary determination. The employee also receives the following benefits provided that he/she would have been entitled to these benefits and as long as he/she pays his/her share of premiums or dues:
  - Life Insurance
  - Optional Life Insurance
  - Health Care Insurance
  - Pension Plan

- e) The employee eligible for Employment Insurance Compassionate Care Benefits is entitled to take leave without pay for a duration equivalent to the duration of the benefits. A confirmation of the eligibility for the benefits must be submitted to the University by the employee upon reception of the response to his application for Compassionate Care Benefits. If the application is denied, the employee can request another type of leave to his supervisor within seven (7) working days of the denial of his request or return to work.

#### **28.08 Emergency Leave**

- a) It is the purpose of the present clause to allow the employee to take a leave if his/her presence is required by an immediate family member or any person in permanent residence with the employee, without exceeding thirty-five (35) hours per year.
- b) The employee who takes a leave provided for in the present clause must notify his/her immediate supervisor as soon as possible but no later than thirty (30) minutes following the start of the employee's regular work day, stating the duration and the reason for the absence.
- c) The University must notify the employee when the above-mentioned thirty-five (35) hours have been used.
- d) It is understood that the employee will make up for these hours at a later time agreed upon with the immediate supervisor.

#### **28.09 Deferred Salary Leave Plan (DLSP)**

The parties consider that deferred salary leaves are beneficial for the Employees and for the University.

- a) A deferred salary leave is a leave without pay during which a permanent Employee receives payment originating from the salary which will have been deferred, in accordance with applicable tax laws.
- b) The DSLP consists of a Contribution Period by the Employee, accompanied by a leave.

##### *Specifications*

- c) Priority will be given to the employees that have never benefitted from such a leave.
- d) The minimal duration of a deferred salary leave is six (6) consecutive months and the maximal duration is twelve (12) consecutive months.
- e) Employees benefitting from a deferred salary leave must return to work for the University and remain in its service for a period equal to the length of the leave.

*Submission of the request and delays*

- f) Requests for deferred salary leave will be accepted on the condition that the affected department is able to grant such a leave. Such requests will only be denied in exceptional circumstances.
- g) The employee interested in participating in the Deferred Salary Leave Plan must submit their written request to their immediate supervisor and send a copy to the Human Resources Department at least three (3) months before the date they wish to begin participating in the DSLP.
- h) The University will submit the approval or denial of the request in writing within five (5) weeks of receiving the request. If the University denies the request, the employee will also receive in writing the reasons of the denial. A copy will also be sent to the Union.
- i) Participation of an Employee in the DSLP is subject to the signing of a contract, a sample of which is provided for in Appendix D of the present Collective Agreement
- j) This contract must be signed by the Employee and returned to the Human Resources Department four (4) weeks prior to the date he/she is due to commence the contribution period.
- k) The Human Resources Department will forward a copy of the signed contract to the immediate supervisor of the Employee who submitted such request and to the Union.
- l) By signing the contract, the Employee becomes a participating employee. The Employee who fails to sign the contract will be deemed to have withdrawn his/her application to participate in the DSLP.



*Participation options*

- m) The length of the leave and the percentage of the salary contributed during the participation in the DSLP may be chosen among the following options :

	<b>Durée de participation et pourcentage de salaire versé durant le RCSD</b>			
<b>Durée du congé</b>	2 ans	3 ans	4 ans	5 ans
6 mois	75%	83,33%	87,5%	90%
7 mois	70,8%	80,56%	85,42%	88,33%
8 mois	66,67%	77,78%	83,33%	86,67%
9 mois	-	75%	81,25%	85%
10 mois	-	72,22%	79,15%	83,33%
11 mois	-	69,44%	77,08%	81,67%
12 mois	-	66,67%	75%	80%

- n) The terms and conditions relating to the deferred salary leave are also defined in the sample contract provided for in Appendix D of the present Collective Agreement.

## **ARTICLE 29 VACATION**

**29.01** All employees are entitled, on the basis of their seniority, to paid vacation the duration of which is determined on June 1 of each year.

**29.02** During the twelve (12) months which follow June 1 of the current year, all employees are entitled to vacations, the duration of which is determined as follows:

- a) The employee with less than one (1) year of seniority on June 1 of the current year is entitled to one and two-thirds ( $1 \frac{2}{3}$ ) paid days of vacation for each month worked in the University from his/her date of hire to a maximum of twenty (20) working days;
- b) The employee having one (1) year and less than ten (10) years of seniority on June 1 of the current year is entitled to twenty-two (22) paid working days;
- c) The employee having ten (10) year and less than twenty-one (21) years of seniority on June 1 of the current year is entitled to twenty-three (23) paid working days;
- d) The employee having twenty-one (21) years or more of seniority on June 1 of the current year is entitled to twenty-five (25) paid working days.

**29.03** For the purpose of subsection 29.02 a), if the employee has been hired before the sixteenth day of the month, the month of hire is considered as one (1) complete month of service.

**29.04** In the case of the termination of employment, the following provisions apply:

- a) The employee who has not taken his/her entire vacation entitlement during the reference year preceding June 1 receives an indemnity which is equal to the number of vacation days to which he/she was entitled.
- b) The employee is entitled to a vacation indemnity equal to eight point eight percent (8.8%) of the total wages earned between June 1 of the current year and his/her date of departure after deduction of the vacation days already taken.
- c) The employee entitled to twenty-three (23) days of vacation is entitled to a vacation indemnity equal to nine point two percent (9.2%) of total wages earned between June 1 of the current year and his/her date of departure after deduction of the vacation days already taken.
- d) The employee entitled to twenty-five (25) days of vacation is entitled to a vacation indemnity equal to ten percent (10%) of total wages earned between June 1 of the current year and his/her date of departure after deduction of the vacation days already taken.

**29.05** An employee who, during any one year, has been absent from work for one or other of the following reasons accumulates vacation credits as follows:

**Illness:** An employee absent from work by virtue of the provisions of Article 36 accumulates vacation credits during the first four (4) consecutive months of his/her absence.

**Work Accident:** An employee absent from work by virtue of the provisions of Article 35 accumulates vacation credits during the first twelve (12) consecutive months of absence.

**Maternity, Paternity, Parental and Adoption:** An employee accumulates vacation credits during a maximum period of twenty (20) weeks:

- During maternity leave and during the additional period of two (2) weeks of maternity leave; or
- During the paternity leave and the parental leave; or
- During parental leave, in the case of adoption.

**Lay-Off:** An employee's vacation entitlement is prorated to the number of months worked.

**Leave without pay exceeding one (1) month:** An employee's vacation entitlement is prorated to the number of months worked.

**29.06** Before his/her departure for vacation, upon agreement with his/her immediate supervisor, an employee receives for the vacation period to which he/she is entitled a remuneration equivalent to his/her regular salary in effect at the time he/she takes his/her vacation provided he/she so requests at least ten (10) days prior to the departure for vacation.

**29.07** In the event of the death of an employee, the University will give his/her vacation indemnity to the beneficiaries or legal heirs.

**29.08** a) An employee unable to take his/her annual vacation at the scheduled time due to illness, accident or occupational injury occurring before the beginning of his/her vacation period may defer his/her annual vacation to a later date. However, he/she must notify his/her immediate supervisor as soon as possible prior to the date set for the beginning of his/her vacation period. Upon his/her return to work, the employee must work out a new vacation period with his/her immediate supervisor.

b) An employee hospitalized as a result of illness or an accident which occurs during his/her vacation may, after agreement with his/her immediate supervisor, defer the balance of his/her annual vacation either to the end of his/her disability or to a later date agreed upon

with his/her immediate supervisor. The term hospitalized includes outpatient services that require the employee be restricted to his/her residence for the treatment period.

- c) An employee who, on June 1 of a given year, has been disabled for a period of less than twelve (12) months and who has not taken all of his/her vacation entitlement from the previous year because of the disability, may, after agreement with his/her immediate supervisor, defer the balance of his/her vacation entitlement, either to the end of the disability, or to a later date agreed upon with his/her immediate supervisor.
- d) An employee who, on June 1 of a given year, has been disabled for twelve (12) months or more receives a vacation indemnity equal to the number of vacation days to which he/she is entitled.
- e) An employee who is requested by his/her supervisor to work during his/her vacation period receives payment for expenses related to the cancellation or postponement of the vacation upon presentation of valid receipts.

**29.09** The annual vacation entitlements must be taken during the reference year in which they are due, except with the permission of the immediate supervisor.

Moreover, with the permission of the immediate supervisor, an employee may defer two (2) weeks of vacation from one year to the next, and this for two (2) consecutive years, for a total deferred vacation of four (4) weeks.

This accumulated vacation must be taken at the latest in the third year.

However, the total duration of the annual vacation (taken consecutively or not) must not exceed nine (9) weeks within any one reference year.

**29.10** An employee may or may not take his/her vacation entitlement in a consecutive manner. He/she may divide them into as many weeks as he/she wishes. He/she may also divide two (2) weeks into ten (10) vacation days.

**29.11** After agreement with the immediate supervisor as to the dates, an employee is entitled to extend his/her vacation with a leave without pay provided that the service requirements are respected.

However, the total duration of the annual vacation taken (consecutively or not) and of the extension may not exceed nine (9) weeks within any one reference year.

**29.12** The University determines the vacation periods of the employees taking into consideration the following:

- the seniority of the employee;
- the preference expressed by the employee;
- service requirements.

An employee may change his/her vacation period with the agreement of his/her immediate supervisor provided that the vacation periods of other employees and service requirements are respected.

## **ARTICLE 30 PARENTAL LEAVES**

### **Preamble**

This article shall not grant the employee any advantage, monetary or other, that he/she would not have been entitled to had he/she remained at work, and shall not extend the duration of the employment period of a temporary employee, nor grant any additional benefit after said employment period.

### **SECTION I: MATERNITY LEAVE**

**30.01** a) A pregnant employee is entitled to a maternity leave of eighteen (18) weeks duration which, subject to clause 30.04, must be consecutive.

The pregnant employee who has received QPIP benefits is also entitled to a maternity leave of two (2) weeks that must be taken at the end of the period of QPIP benefits.

- b) In the case of a termination of pregnancy occurring in or after the 20<sup>th</sup> week preceding the expected date of delivery the employee is also entitled to this maternity leave.
- c) The employee who becomes pregnant during an authorized leave or during an authorized part-time leave provided in the present article is also entitled to a maternity leave and to the allowance provided in section VI of this article, as applicable.
- d) The employee whose spouse dies shall be granted the balance of this maternity leave and of the additional maternity leave. The employee is entitled to all the rights and privileges relating to these leaves.

**30.02** The distribution of the maternity leave, before and after the delivery is at the discretion of the employee. However, this leave shall not begin before the sixteenth (16<sup>th</sup>) week preceding the expected date of delivery and shall not end later than the eighteenth (18<sup>th</sup>) weeks after the week of the delivery.

**30.03** If the birth occurs after the expected date of delivery, the employee is entitled to an extension of her maternity leave equivalent to the length of time the birth is overdue, unless she has at least two (2) weeks of maternity leave after the birth.

**30.04** A maternity leave can be split, interrupted or extended in accordance with the conditions provided in section V of the present article.

**30.05** The maternity leave may be of a duration of less than eighteen (18) weeks. If the employee returns to work within two (2) weeks following delivery, she must, at the University's request, provide a medical certificate attesting to the fact that she is fit to work.

## SECTION II: SPECIAL LEAVES

### 30.06 a) Preventive withdrawals

An employee may request a provisional assignment to another position with the same job grade or with a different job grade, in the following cases:

- i) he is pregnant and her working conditions may be physically dangerous to her unborn child, or to herself;
- ii) her working conditions involve risks for the child she is breast-feeding.

The employee must provide a medical certificate to this effect as soon as possible. The employee retains the rights and privileges attached to the position she occupied when the provisional assignment was requested.

If the provisional assignment is not carried out immediately, the employee is entitled to a preventive withdrawal beginning immediately, unless she is later provisionally assigned, at which time the preventive withdrawal ends. If the employee is eligible to QPIP benefits, the preventive withdrawal ends at the beginning of the fourth (4<sup>th</sup>) week preceding the expected date of delivery, or else it ends on the date of delivery or, for the employee who breastfeeds, it ends at the end of the breastfeeding period.

During the preventive withdrawal, the employee's indemnity is determined in accordance with the provisions of the Act Respecting Occupational Health and Safety on preventative withdrawal for the pregnant or breastfeeding employee.

However, upon a written request to this effect, the University shall advance a sum equivalent to this anticipated indemnity to the employee. If the CNESST pays the anticipated indemnity, the reimbursement of this advance is made directly from the CNESST payment of said indemnity.

However, if the CNESST declines the employee's claim to this indemnity, the employee shall benefit from the leave provided for in subsection b) of the present clause. In this case, the University pays to the employee the difference between the advance already made and the amount to which the employee is entitled to under Article 36 of the Collective Agreement.

In the event that the employee is not entitled to the sick leave benefits and that she contests the decision of the CNESST, the reimbursement of the advance is not required until the decision is rendered by the TAT.

If the employee contests the decision of the CNESST and that the TAT renders a decision in favor of the employee, the employee must reimburse the amounts received under the sick leave provisions.

As soon as the University receives a request for preventive withdrawal, it immediately informs the Union of the name of the employee and the reasons for the request.

Should an employee other than the employee requesting to be provisionally assigned agree, his/her position may be exchanged for that of the pregnant employee for the duration of the provisional assignment, subject to University's approval. This provision shall only apply when both employees meet the normal requirements of the positions.

The employee with such provisional assignment to another position and the employee who agrees to take this provisionally assigned employee's position shall maintain all rights and privileges pertaining to the positions they respectively held at the moment of the exchange.

**b) Other special leaves**

An employee is entitled to a special leave in the following circumstances:

- i) When there is a risk of miscarriage or danger to the health of the employee or her unborn child, caused by the pregnancy and requiring a work stoppage, the employee is entitled to a special maternity leave upon presentation of a medical certificate prescribing the duration of this leave, and attesting the existing risk and the expected date of delivery; this leave is then considered as the maternity leave provided in clause 30.01, starting on the beginning of the fourth (4<sup>th</sup>) week preceding the expected date of delivery;
- ii) Upon presentation of a medical certificate prescribing the duration of the leave, when an interruption of pregnancy occurs before the beginning of the twentieth (20<sup>th</sup>) week preceding the expected date of delivery;
- iii) For visits with a health care professional related to the pregnancy or to the adoption of a child, up to a maximum of four (4) working days, which can be taken in half-days, without loss of salary.

During the special leaves granted under this section, the employee receives the benefits provided in clause 30.21 insofar as she is normally entitled to them, as well as the benefits provided for in clause 30.24. The employee covered by subsection 30.06 b) may also avail herself of the sick leave provisions or the salary insurance plan in the case of extended disability.



### **SECTION III: BIRTH, ADOPTION OR PATERNITY LEAVES**

- 30.07** a) The employee whose spouse gives birth is entitled to a leave without loss of pay of a maximum duration of five (5) working days that must be taken between the beginning of the delivery and the fifteenth (15<sup>th</sup>) day following the arrival of the child or the mother at their residence.

The employee who adopts a child is entitled to a leave without loss of pay of a maximum duration of five (5) working days that must be taken between the child's arrival to his father or mother's residence and the fifteenth (15<sup>th</sup>) day following such arrival. The employee who adopts the child of his/her spouse is also entitled to this leave.

- b) One (1) of the five (5) days may be deferred after the delays provided in previous subsection a), for the purpose of religious celebrations related to the birth or for the civil registration of the child.
- c) When the pregnancy of an employee's spouse is interrupted during or after the twentieth (20<sup>th</sup>) week of pregnancy, the employee is also entitled to a leave of a maximum duration of five (5) working days, of which two (2) days are without loss of salary. This leave must be taken within fifteen (15) days of the interruption of pregnancy.
- d) The above-mentioned leave can be split into days, upon the employee's request.
- e) The employee may defer one (1) week of vacation if the birth or the interruption of pregnancy occurs during his planned annual vacation. The employee must so inform the University in writing.

- 30.08** The employee who travels outside Quebec to adopt a child is entitled, upon written request to the University, if possible two (2) weeks in advance, to a leave with pay for the time necessary for such travel.

#### **30.09 Paternity leave**

The employee whose spouse gives birth is entitled to a leave with pay for a maximum period of five (5) consecutive weeks on the birth of his child. This paternity leave must be taken at the earliest the week of the child's birth and must end at the latest no later than fifty-two (52) weeks after the week of the birth.

## SECTION IV: PARENTAL LEAVE

- 30.10** a) The employee who is the father or mother of a newborn and the employee who adopts a child are entitled to a parental leave of a maximum duration of one hundred and four (104) consecutive weeks, full-time or part-time.
- b) This leave must end no later than one hundred and four (104) weeks after the end of the maternity or paternity leave, or one hundred and four (104) weeks following the arrival of the child at the residence of the employee in the case of an adoption procedure.
- c) An employee whose projected duration of parental leave is less than two (2) years can, only once, ask the University to extend his/her parental leave up to the maximum provided in subsection a) by submitting a written request to this effect at least thirty (30) days before his original projected date of return to work.
- d) During this leave, the employee can, if he/she submits a request to the University at least thirty (30) days in advance, modify his full-time parental leave into a part-time parental leave, or vice-versa. The employee can avail himself/herself of this provision only once.
- e) In the case of a part-time parental leave, the request must specify the work schedule desired by the employee.

In case of disagreement with the University concerning this schedule, the employee is entitled to a maximum of two and a half (2 1/2) days per week or its equivalent. Failing agreement on the distribution of these days, the University determines the schedule.

The employee and the University can agree at any time to reorganize the part-time leave.

- f) The employee who wishes to end the parental leave before its expected date of termination must submit a written notice to this effect at least twenty-one (21) days before returning to work.

## **SECTION V: SPLITTING, INTERRUPTION OR EXTENSION OF THE MATERNITY LEAVE, PATERNITY LEAVE OR PARENTAL LEAVE**

**30.11** A maternity, paternity or parental leave can be split in weeks or interrupted, upon the employee's request, in the following circumstances:

- a) If the employee's child is hospitalized, the employee can, upon agreement with the University, return to work for the duration of the hospitalization;
- b) If the employee is sick or unable to work because of an injury or organ or tissue donation for the purpose of transplantation, for a maximum duration of twenty-six (26) weeks;
- c) If the employee must be present with his child, spouse, spouse's child, father, mother, spouse of the father or mother, brother, sister, or one of his grandparents because of a serious illness or a serious accident.
- d) The period mentioned in c) above can be extended as follows:
  - i. up to one hundred and four (104) weeks when the presence of the employee is required with his/her child who suffers from a life-threatening illness ;
  - ii. one hundred and four (104) weeks when the presence of the employee is required with his/her minor child who has suffered a severe physical injury resulting directly or indirectly from a crime and making him/her unfit to pursue his/her regular activities;
- e) For a maximum period of fifty-two (52) weeks, if a minor child of the employee is missing. If the child is found within twelve (12) months of his/her disappearance, this period ends on the eleventh (11<sup>th</sup>) day following the child being found;
- f) For a maximum duration of fifty-two (52) weeks if the spouse or the child of the employee dies as a result of suicide;
- g) For a maximum period of one-hundred and four (104) weeks if the death of the spouse or the child of the employee results directly or indirectly from a criminal act.

The employee resumes the maternity, paternity or parental leave when the event that has caused the splitting or the interruption of the leave ends. When the leave resumes, the University restarts to pay to the employee the supplementary allowance he/she would have been entitled to, had he/she not availed himself/herself of said splitting or interruption.

- 30.12** The employee who, before the end of his/her maternity, paternity or parental leave, submits a written notice to the University with a medical certificate attesting that the health of his/her child or, in the case of a maternity leave, of her own health requires it, is entitled to an extension of the leave for the duration indicated on the medical certificate.
- 30.13** The provisions of this section shall not have the effect of extending the duration of the parental leave beyond one hundred and four (104) weeks.

## **SECTION VI: SUPPLEMENTARY ALLOWANCE**

**30.14** The allowances provided in this section are only paid as a supplement to the Quebec Parental Insurance Plan (QPIP) or Employment Insurance, as the case may be, or as payment during the additional maternity leave provided for in subsection 30.01 a) or in the situation described in clause 30.17.

### **30.15 Employees eligible to QPIP benefits**

a) The employee who, following a request for QPIP benefits, receives such benefits, is entitled to :

i) During her maternity leave:

A supplementary allowance equal to the difference between ninety-three (93%) of her regular weekly salary and the benefits received from QPIP, for a maximum period of eighteen (18) weeks;

The employee eligible to QPIP maternity benefits is also entitled to an additional period of two (2) weeks of maternity leave that shall be taken at the end of the QPIP benefits period. During this two (2) weeks period, the employee shall receive an allowance equivalent to 93% of her regular weekly salary. The employees who have been granted this additional leave are entitled to those two (2) weeks of leave in addition to the leave provided in section IV. Those two (2) weeks are not taken into account for the purpose of calculating the parental leave, which has a maximum duration of two (2) years.

ii) During the paternity leave :

A supplementary allowance equal to the difference between ninety-three (93%) of the employee's regular weekly salary and the benefits received from QPIP, for a maximum period of five (5) weeks;

iii) During the parental leave :

A supplementary allowance equal to the difference between ninety-three percent (93%) of his/her regular weekly salary and the benefits received from QPIP, for a maximum period of thirty-two (32) weeks or, in the case of an adoption, for a maximum period of thirty-seven (37) weeks;

b) The total of the amounts received by the employee during his/her maternity, paternity or parental leave in QPIP benefits and wages cannot exceed ninety-three percent (93%) of his/her regular weekly salary paid by the University.

When an employee wishes that the calculation of the supplementary allowance only take into account the QPIP benefits resulting from his/her income from his/her employment at

the University, the employee must ask Travail, Emploi et Solidarité Sociale Québec to provide him/her with a document attesting the benefits paid, detailing each of his/her employments, and submit this document to the University at the same time he/she submits his/her supplementary allowance request.

- c) When the QPIP benefits are interrupted for any reason mentioned in section V, the payment of the supplementary allowance ceases and resumes when the QPIP benefits are paid again.

### **30.16 Employee not eligible to QPIP benefits, but eligible to Employment Insurance**

The employee who, because he/she resides outside of Quebec, is not eligible for QPIP benefits but receives Employment Insurance maternity or parental leave benefits, receives a supplementary allowance as follows:

- i) **During a maternity leave :**

For each week of the waiting period: an allowance equal to ninety three percent (93%) of her regular weekly salary.

For the fifteen (15) following weeks: an allowance equal to the difference between ninety three percent (93%) of her regular weekly salary and the benefits received.

- ii) **During a parental or adoption leave :**

An allowance equal to the difference between ninety three percent (93%) of his/her regular weekly salary and the benefits received for a maximum of thirty-five (35) weeks.

- iii) The University does not reimburse the employee for any reduction of employment insurance benefits or any such benefits that he/she is required to reimburse.

### **30.17 Maternity or parental leave - Employee not eligible for QPIP benefits nor Employment Insurance**

The employee who is not eligible to receive QPIP benefits nor Employment Insurance benefits, and who has accumulated twenty (20) weeks of service is entitled to, for ten (10) weeks, an allowance equivalent to ninety-three per cent (93%) of his/her regular weekly salary.

### **30.18 Miscellaneous**

- a) No allowance shall be paid during a paid vacation period.
- b) The first payment of the allowance occurs, as much as possible, at the first payroll period that follows reception by the University of the decision notice and calculation statement from Travail, Emploi et Solidarité Sociale Québec or Employment and Social Development Canada. The subsequent payments are made each payroll period.
- c) The regular weekly salary of the part-time employee is the average of his/her regular weekly salary of the twenty (20) weeks preceding his/her leave.

If during this period, the employee has been absent on a leave provided in clause 30.06, on a vacation leave or on a leave without pay, the calculation is based on the salary he/she would have received had he/she not been absent.

- d) If an increase of the salary scales occurs during the maternity, paternity or parental leave, the supplementary allowance is adjusted to take into account this increase.

### **SECTION VII: NOTICE AND MISCELLANEOUS PROVISIONS**

- 30.19** The employee who requests a maternity, paternity or parental leave notifies the University in writing at least two (2) weeks before departure. This notice shall specify the projected date of departure and return to work.

For the maternity leave, this notice must be accompanied by a medical certificate confirming the pregnancy and specifying the expected date of delivery.

The time limit regarding the presentation of this notice may be less if a medical certificate attests that the employee must stop working sooner than expected.

However, the employee is exempted from the notice requirement if she submits a medical certificate to the University attesting that she had to stop working without delay.

For the paternity or parental leave, this notice shall be accompanied by a supporting document confirming the birth or adoption, as the case may be.

- 30.20** At least four (4) weeks before the end of the maternity or parental leave, the University must send the employee a notice indicating the anticipated date of expiry of said leave.

The employee to whom the University has sent such a notice must report to work upon the termination of the leave. The employee who does not comply with the preceding paragraph is deemed on leave without pay for a maximum of four (4) weeks. At the end of this period, the employee who has not reported back to work is presumed to have resigned.

**30.21** During maternity leaves, extensions mentioned in Section V and in clause 30.03, special leaves provided in section II and paternity and parental leaves, the employee is entitled to, provided that he/she is normally entitled to these and that he/she pays his/her share of premiums or dues, the following benefits:

- Salary insurance;
- Life insurance;
- Supplementary life insurance;
- Health plan;
- Accumulation of vacation as provided in clause 30.23;
- Pension plan;
- Accumulation of seniority;
- Accumulation of experience;
- Eligibility to apply on a job posting and to obtain the position in accordance with the provisions of the Collective Agreement, as if he/she had remained at work.

**30.22** The University pays its share of collective insurance premiums or its share of pension plan contributions for a maximum of seventy (70) weeks. Following this period, an employee who wishes to continue to participate to those benefit plans, insofar as the plans allow it, must pay the totality of the premiums or contributions.

**30.23** The employee accumulates vacation credits during a maximum period of twenty (20) weeks:

- During maternity leave and during the additional period of two (2) weeks of maternity leave;  
or
- During the paternity leave and the parental leave; or
- During parental leave, in the case of adoption.

**30.24** Upon his/her return to work after a leave provided in this article, the employee reintegrates his/her position or the position obtained by applying to a posting during the leave. In the event that his/her position has been abolished, or if he/she has been displaced due to the application of Articles 14 or 15, as the case may be, the employee can avail himself/herself, upon return to work, of all the rights and privileges provided for in the Collective Agreement.

As well, upon return to work after a leave provided in the present article, the employee who is not the incumbent of a position, resumes the assignment he/she held at the beginning of the leave if the projected duration of this assignment falls after the end of the leave. If the assignment has ended, the employee is entitled to any other assignment in accordance with the Collective Agreement.



- 30.25** If the employee had planned vacation that fall into his/her maternity, paternity or parental leave, the employee can defer a maximum of four (4) weeks of vacation. These must be taken in accordance with clause 29.09.
- 30.26** The employee can take the accumulated vacation and all accumulated leaves as provided for in Article 29 at the end of the maternity, paternity or parental leave, as long as he/she informs the University at least two (2) weeks in advance.

## **ARTICLE 31 LEAVE WITHOUT PAY**

**31.01** An employee with the equivalent of one (1) year of full time service who, for a valid reason, wishes to obtain a leave without pay shall make a written request to his/her immediate supervisor.

The University shall not reject a request for such a leave without valid reason. The employee shall use this leave for the reasons mentioned in his/her request.

**31.02** The duration of a leave without pay does not generally exceed twelve (12) months. The leave without pay may be extended with the consent of the University.

**31.03** A written request for a leave without pay should be forwarded to the immediate supervisor normally no later than two (2) months before the beginning of the said leave. The University must respond in writing within three (3) weeks of receipt of the request.

**31.04** If an employee fails to return to work at the end of said leave without having received authorization to extend this leave, except in the case of a situation that is beyond his/her control, he/she is considered as having resigned retroactive to the date of the beginning of the leave.

**31.05** Upon agreement between the parties, the employee may request to end his/her leave without pay before the anticipated return date. The University shall not reject such a request without valid reason.

**31.06** Upon his/her return, the University reintegrates the employee with all of his/her rights into the position he/she occupied at the beginning of the leave, or if his/her position has been abolished, the procedures in Articles 14 and 15 will apply.

**31.07** Unless there is an agreement or provision to the contrary, an employee on leave without pay does not benefit from the advantages provided in the present agreement except for the accumulation of seniority up to a maximum of twelve (12) months as per clause 13.03. However, he/she continues to benefit from the pension and insurance plans should these plans so permit, on condition that he/she pays the entire cost.

### **31.08 Part-time leave**

- a) The leaves without pay provided in clause 31.01 can be part-time and this according to the same conditions. In this case, the employee's working conditions will be applied on a prorated basis to the number of paid hours with the exception of seniority which is accumulated as if the employee were at work full-time.
- b) The University and the employee must agree on the arrangement of the part-time leave, which will not exceed three (3) days a week.
- c) The permanent part-time employee is not entitled to a part-time leave without pay.

- d) During a part-time leave, the employee's salary is pro-rated to hours worked. As for benefits, the University and the employee agree to pay premiums as if the employee were working on a full-time basis. For the purpose of calculating benefits, an employee on a part-time leave is considered to be working full-time.

**31.09** The employee who is granted a leave without pay is entitled, upon request, to the payment of accumulated vacation.

## **ARTICLE 32 STUDY LEAVE**

### **32.01 Study leave**

- a) Study leave is intended to provide employees with the opportunity to pursue undergraduate or graduate studies, or professional training which will increase or broaden the competencies of the employee.
- b) Employees who have completed two (2) years of service in a permanent position within the University are eligible for study leave.
- c) The parties view study leave as beneficial to employees and the University. Consequently, granting study leaves will not be unreasonably withheld. Nonetheless, a study leave will be subject to the ability of the department to accommodate such leave.

**32.02** a) Written application for a study leave shall be made to the immediate supervisor with a copy to the Department of Human Resources and Employee Relations, normally two (2) months prior to the date at which the leave is to commence.

- b) Applications for study leave will state the following:
  - i. the specific reason for the leave, including proof of acceptance, if available, into an accredited or recognized program of studies;
  - ii. the exact period of leave;
  - iii. the percentage of work reduction requested.

**32.03** Generally, a study leave will not exceed twenty-four (24) months. However, a study leave may be separated into parts, coinciding with academic terms not to exceed three (3) calendar years.

**32.04** Normally, a study leave does not require an employee's continuous absence from normal duties and responsibilities in excess of fifty percent (50%).

**32.05** An employee's remuneration during a study leave will be calculated according to the following formula:

<b>Percentage of work</b>	<b>Percentage of salary</b>
50%	60 %
60%	67.5%
70%	75%
80%	82.5%
90%	90%

**32.06** An employee's salary, while on leave, is calculated on the basis of the employee's normal hours of work. All applicable salary adjustments will be applied to this salary.

**32.07** Eligible employees who participate in the University benefit plans will continue to do so during their leave. Pension, Life Insurance and Long Term Disability benefits, as well as University and employee contributions, will be calculated using the employee's annual base salary.

**32.08** Vacation entitlement for an employee on study leave will be prorated to time worked.

**32.09** The immediate supervisor must inform the employee, in writing, of the approval or refusal of his/her study leave request, with a copy to the Department of Human Resources and Employee Relations, within six (6) weeks of the date the application was received. The approval letter must include all conditions agreed upon. A refusal letter must include reasons for the refusal.

**32.10** The University will provide statistics on study leave applications to the Union each year in January, April and August.

**32.11** The employee who has completed an initial study leave totaling twenty-four (24) months must accumulate three (3) years of service in a permanent position in order to be eligible again for such leave.

**32.12** With the authorization of his/her immediate supervisor, an employee may request that part of his/her study leave consist of a continuous full-time absence from work of not more than six (6) months. The period of time worked must precede the period of study leave. An employee's salary during such a study leave is calculated as follows:

<b>Time worked</b>	<b>Study Leave</b>	<b>% worked</b>	<b>% salary</b>
6 months	6 months	50%	60%
7 months 6 days	4 months 24 days	60%	67.5%
8 months 12 days	3 months 18 days	70%	75%
9 months 18 days	2 months 12 days	80%	82.5%
10 months 24 days	1 month 6 days	90%	90%

Time worked is based upon a twelve (12) month year and a thirty (30) day month.

## **ARTICLE 33 TUITION WAIVER**

**33.01** Permanent employees and temporary employees with an appointment of one year or longer as well as their dependents accepted in and registered for courses given by the University are exempt from the tuition fees for credit courses, such exemption being calculated at the rate established for students who are residents of Québec. For part-time employees, the exemption is prorated to hours worked.

**33.02** The expression "courses given by the University" refers to all credit courses.

**33.03** For the purpose of this article, the term "dependents" means:

- a) a spouse as defined in Article 2;
- b) the child/children, that is to say any child of the employee, of his/her spouse, or of both, whether they are financially dependent or not on the employee.

**33.04** The following persons are also entitled to a tuition waiver:

- a) the spouse and the children of an employee who died while in the employ of the University, as long as the spouse and children of that employee are financially dependent on the proceeds of the estate of the deceased employee;
- b) an employee who has retired from the University;
- c) the spouse and the financially dependent children of an employee who has retired from the University.

**33.05** Except as provided for in clause 33.04, the tuition waiver granted to the employee and his/her dependents applies only for the duration of the employee's employment in the University. This right ceases at the moment the employee terminates his/her employment with the University, and in such an event the employee becomes responsible, as of the date of termination of employment, for a prorated amount of the tuition fees that had been waived. When an employee is laid off, the waiver of tuition remains in effect for the duration of the current semester.

The employee who at the time of hiring is registered for a course or courses given by the University shall receive an exemption from the tuition fees prorated to the date of hire.

**33.06** All rules and regulations of the University applicable to students apply also to employees and their dependents without exception.

**33.07** An employee who, in order to complete a program leading to a university degree, must take a course that is not offered outside his/her regular working hours, may take the course during his/her regular hours of work, provided that a request is made in advance to his/her immediate supervisor and that an agreement is reached with her/him concerning the redistribution of his/her hours of work.

- 33.08** a) The University recognizes that knowledge of French and English is desirable and agrees to assist employees in acquiring such knowledge.
- b) An employee may take, without loss of pay, French or English language credit courses offered by the University during regular working hours, provided that a request is made in advance to his/her immediate supervisor. The granting of such a request shall not be unreasonably withheld.

The credit courses offered by the University via *eConcordia* are covered by the application of this clause.

- c) An employee may take, without loss of pay, French or English language non-credit courses offered by the Centre for Continuing Education. In this case, the employee shall pay the tuition fees and shall be reimbursed by the University upon providing a proof that the course has been completed. The granting of such request shall not be unreasonably withheld.
- d) The University agrees that employees shall benefit from any general policy, related to French or English language courses offered by the University, which provides greater advantages than those offered by this clause.

## **ARTICLE 34 PUBLIC SERVICE LEAVES**

- 34.01** Any permanent employee standing for election to a municipal council, a school board, a health or social services institutional board entitled to a leave without pay not exceeding thirty-five (35) working days. The employee may take his/her vacation entitlement within this thirty-five (35) day period.
- 34.02** Any permanent employee elected in a municipal election (full-time mandate), provincial or federal election is granted a leave without pay for the duration of his/her first term of office. The University agrees to reintegrate the employee upon his/her return to work into a position equivalent to the one he/she held before his/her leave. If the position is abolished, the procedures set out in Articles 14 and 15 apply.
- 34.03** An employee who wishes to participate in the organization of an electoral campaign may, after agreement with the University, use his/her vacation entitlement or a leave without pay.
- 34.04** An employee elected to a municipal council, a school board, a health or social services institutional board is entitled to a leave without pay to participate in meetings or official activities of his/her function.

In such cases, an employee must submit a written request indicating the nature of the absence and the probable duration of the absence must be given to the immediate supervisor, as a general rule at least five (5) working days prior to the date of the beginning of the leave.

- 34.05** Upon the employee's return to work, the University shall reinstate the employee into the position he/she held at the time of his/her departure. If the position is abolished, the procedures set out in Articles 14 and 15 apply.



## **ARTICLE 35 WORK ACCIDENTS AND OCCUPATIONAL DISEASES**

**35.01** An employee who is victim of a work accident or has contracted an occupational disease must report it to his/her immediate supervisor as soon as possible after the occurrence of such accident or disease, and must complete and sign the University form relating to work accidents and occupational diseases as soon as possible after the incident.

**35.02** When an permanent employee is absent from work as a result of a work accident or an occupational disease, as provided for in law, the University must pay the employee his/her regular weekly salary for a period of four (4) calendar months following the beginning of the absence. The employee must then turn over to the University the compensation received from the CNEST. If the absence exceeds four (4) months the University must continue to pay the equivalent of the indemnity paid by the CNEST and this for the two (2) years following the beginning of the absence. Thereafter, indemnity is undertaken by the CNEST. The terms of this clause will remain in effect until the CNEST determines that the employee is either able to return to work or suffering from a permanent disability, partial or total, preventing her/him from returning to work.

The employee will also benefit from the salary increase to which he/she is entitled including the step increase according to the dates and periods provided for in the Collective Agreement.

The University will pay a temporary employee who is absent from work as a result of an occupational injury as defined by the law, ninety percent (90 %) of net salary for the fourteen (14) first calendar days following their first day of absence. Thereafter, the employee is reimbursed directly by the CNEST.

- 35.03**
- a) The employee who remains incapable of doing his/her work because of a work accident or an occupational disease, and is deemed capable of performing other tasks, is entitled to the first available position which allows him/her to perform these tasks.
  - b) If such a position is not available, the Union, the University and the CNEST will meet to discuss a retraining program for the employee concerned in accordance with the law.
  - c) The employee who is reintegrated into his/her position or an equivalent position is entitled to receive the salary and benefits at the same rate and conditions which would have applied had he/she not been absent.

The employee who takes another position is entitled to receive the salary and benefits associated with the position, taking into account accumulated seniority and service.

**35.04** Upon the employee's return to work, the University reintegrates her/him into the position he/she occupied at the moment of his/her departure, or into an equivalent position if his/her position has been abolished or posted. However, positions left unoccupied as the result of a work accident or an occupational disease for a period not exceeding twenty-four (24) months are not considered vacant positions.

**35.05** When an employee who had a work accident or suffered an occupational disease returns to work, the University pays his/her net salary for each day or part of a day when the employee must be absent from work in order to receive care or undergo a medical exam related to his/her injury or disease, or to fulfill an activity within the framework of an individualized rehabilitation program.

Upon request, the CNESST reimburses the University the salary it paid by virtue of the preceding paragraph, except when the employee is absent from work to undergo a medical exam required by the University.

**35.06** As for the other terms, the parties are subject to the provisions of the Act respecting Industrial Accidents and Occupational Diseases.

**35.07** The University must advise the Union without delay when an employee is victim of a work accident or an occupational disease, unless the employee objects.

## **ARTICLE 36 SICK LEAVE**

- 36.01** The purpose of the University's sick leave program is to compensate for the loss of earnings of any employee who is not able to perform his/her normal duties because of sickness or accident other than an occupational injury. The cost of the program is borne entirely by the University.
- 36.02** Employees who become disabled due to illness or injury are entitled to paid sick leaves, for periods of up to four (4) months, paid at the equivalent rate the employees would have received had they remained at work.
- 36.03** When disability continues for more than four (4) months, employees are protected by the provisions of the Long Term Disability Insurance Plan.
- 36.04** Successive periods of disability due to the same or related causes, and separated by a return to work of three (3) months or less, are considered to be part of the same period of disability, which means that the benefits will be paid for no more than a total of four (4) months.
- 36.05** Successive periods of disability that are entirely unrelated in cause are also considered to be part of the same period of disability if they are separated by a return to work of one (1) month or less.
- 36.06** Employees receiving paid sick leave must provide, upon request, satisfactory medical proof of disability.
- 36.07** Disability periods of four (4) months or less have no effect on an employee's participation in or eligibility for any other benefits under Article 37 of this agreement.
- 36.08** All rights and privileges granted by this agreement shall continue to apply during the periods of paid sick leaves provided for in clause 36.02.
- 36.09** In the event of any absence, the employee has the responsibility to inform his/her immediate supervisor as soon as possible.
- 36.10** Upon receipt of a medical certificate from the attending physician, confirming that the employee is able to resume his/her regular work, the University shall reinstate the employee into the position he/she occupied at the beginning of the sick leave. The position that becomes unoccupied due to a sick leave provided for in the present article is not considered as being a vacant position.
- 36.11** a) If an employee in a permanent position is on sick leave for more than three (3) years, the parties agree to post a position unless a medical practitioner certifies that a remission from the illness is a possibility.
- b) In this case, if the employee on sick leave returns, he/she is treated as if his/her position had been abolished and the procedures provided for in articles 14 and 15 apply.

- c) The employee who is acting as a replacement in a position affected by subsection 36.11 a) may be granted the position without posting so long as the employee meets all of the requirements of the position. Otherwise, the position is posted and the employee is laid off.

### **36.12 Duty to Accommodate**

The University undertakes to put reasonable accommodation measures into place for an employee who becomes disabled, either temporarily or permanently, due to either an occupational or non-occupational illness or injury to the extent of undue hardship. First, consideration will be given to modifying his/her position if the duties of this position can be modified to allow the employee to perform the functions involved.

However, in cases where the employee's position cannot be modified to achieve the foregoing, the University will make every effort to then place the employee in another position in the bargaining unit, where such a vacancy exists, without loss of salary or benefits.

Should no suitable position be available in the bargaining unit, the University shall place the employee in another available position at the University without loss of salary or benefits.

With respect to the temporary employee, the duty to accommodate will conclude at the termination date of the assignment subject to the right of the employee to be placed on the recall list or to obtain a position as provided for under the Collective Agreement.

## **ARTICLE 37 GROUP INSURANCE AND PENSION PLAN BENEFITS**

**37.01** a) Permanent employees covered by this agreement are entitled to participate in the University benefits program in accordance with the terms contained therein and specifically have the right to participate in the following plans:

- i. Health Plan, which includes vision care coverage;
- ii. Dental Plan;
- iii. Basic Life Insurance Plan;
- iv. Long term Disability Plan;
- v. Pension Plan;
- vi. Optional Life Insurance Plan;
- vii. Optional Dependent Life Insurance;
- viii. Optional Accident Insurance Plan;
- ix. Group RRSP.

Any employee hired before January 1, 2006 has had the opportunity to opt out of the dental and vision plans. This decision remains irrevocable. Employees hired on or after January 1, 2006 must participate in these plans.

An employee may be exempted from the dental or vision plans, if he/she can show proof of equivalent coverage. Should the employee cease to benefit from this coverage, the employee's participation in the university plans is obligatory.

b) Temporary employees are entitled to participate in selected Concordia University benefits as follows:

- i. Health Plan, after one (1) year of service;
- ii. Pension Plan:

Enrolment on January 1<sup>st</sup> of the year following the calendar year in which the employee has worked a minimum of seven hundred (700) hours at the University or his/her remuneration equals at least thirty-five percent (35%) of the year's maximum pensionable earnings;

- iii. Group RRSP.

In addition, temporary employees are protected by the salary insurance program in accordance with the provisions set out in Article 41. The cost of this coverage shall be fully borne by the University.

- c) Retired employees are entitled to the following retirement benefits:
  - i. The right to continue to participate in the Concordia University Health Plan, including vision care coverage;
  - ii. University library privileges;
  - iii. Access to health services and athletic facilities as may be available to employees;
  - iv. Tuition fee waivers in accordance with the provisions of Article 33.

**ARTICLE 38 RETIREMENT**

**38.01** An employee has the right to his/her full university pension as of the first of the month which coincides with his/her sixty-fifth (65th) birthday, or the month following it.

**38.02 Early Retirement**

Notwithstanding the provisions contained in clause 38.01, an employee, aged fifty-five (55) or more, has the right to take early retirement as of the first of the month which coincides with his/her date of birth or the month which follows it, subject to a notice of at least three (3) months.

**38.03** In addition to his/her early retirement pension, an employee who has completed fifteen (15) years of service has the right to receive a lump sum calculated according to his/her age at early retirement. The amount is determined in the following way:

<b>Age</b>	<b>% of annual base salary</b>
64	20%
63	40%
62	60%
61	80%
55 to 60 inclusive	100%

**38.04 Gradual Retirement**

An employee who is at least sixty (60) years old, and who has completed ten (10) years of service, may choose to take gradual retirement over a maximum period of three (3) years, so that he/she will be on full retirement, at the latest, by the first of the month following the date that he/she reaches sixty-five (65) years of age.

**38.05** A request for gradual retirement must be submitted in writing to the immediate supervisor at least three (3) months prior to the starting date of gradual retirement. This request must be accompanied by a document signed by the employee in which he/she acknowledges that his/her retirement will begin at the expiration of the gradual retirement period and, in all cases, at the latest by the first of the month following the date that he/she reaches sixty-five (65) years of age.

**38.06** As of the starting date of gradual retirement, the University will reduce the employee's work load by forty percent (40%) for the three (3) year period.

**38.07** During the period of gradual retirement, the employee will receive seventy-five percent (75%) of the wages he/she would have received if his/her workload had not been reduced. The other conditions of employment provided for in the Collective Agreement remain unchanged.

**38.08** An employee who finishes a period of gradual retirement cannot take advantage of clause 38.03.

However, if he/she takes early retirement during or at the end of his/her first or second year of gradual retirement, clause 38.03 applies at a rate of fifty percent (50%).



## **ARTICLE 39 SALARIES**

**39.01** The salary scales in effect are those which appear in Appendix 1.

**39.02** The salary scales are increased as follows:

January 1, 2018: 2%  
June 1, 2018 : 3.5%+0.27%  
June 1, 2019 : 2.4%  
June 1, 2020 : 2.6%

### **39.03 Retroactivity**

The salary increases are paid retroactively to the employees who are employed by the University at the moment of signature of the Collective Agreement, and to the employees who have retired between December 31, 2017 and the date of signature of the Collective Agreement.

The adjustments resulting from the preceding paragraph apply to all paid hours, supplementary allowance paid as provided in Article 30, and to the premiums based on the salary. The retroactivity to January 1, 2018 shall be paid within sixty (60) working days of the signature of the Collective Agreement.

Any employee who has left the employ of the University since January 1, 2018 is eligible to the retroactive payment as provided in this clause, on written request addressed to the Human Resources department, within ninety (90) working days of the signature of the Collective Agreement. In such case, the University shall issue the payment within sixty (60) days of receipt of the request.

In the case of an employee who has retired between December 31, 2017 and the date of signature of the Collective Agreement, the contributions to the Pension Plan, as well as the pension benefits will be adjusted to reflect the salary increases provided in clause 39.02 applicable before the date of retirement.

**39.04** An employee whose salary, the day preceding an increase in salaries and salary scales, is above the maximum for the scale for his/her grade on the day of the increase does not receive an increase in salary. Instead, he/she receives a lump sum payment equal to his/her salary multiplied by the percentage increase in the salary scales. This lump sum is distributed over the pay periods between June 1 to May 31 of the following year.

When the maximum salary of the scale catches up with an employee's out-of-range salary, he/she receives the new maximum salary for the grade. However, if the salary increase he/she receives is less than his/her salary the day preceding the increase multiplied by the percentage increase in the salary scales, he/she receives the difference in the form of a lump-sum payment. This lump sum is distributed over the pay periods between June 1 to May 31 of the following year.

For the purpose of the Concordia University Employee Pension Plan, these lump sum payments are considered to be part of the base salary.

## **ARTICLE 40 PAYMENT OF SALARIES AND CLASSIFICATION**

**40.01** Employees are paid on Friday, every two (2) weeks. Should a pay day fall on a statutory holiday, the pay day will be the preceding working day.

**40.02** In the event of a termination of employment, the University remits at the time of departure, to the employee who has made the request in sufficient time to allow at least eleven (11) working days for processing the termination of employment, and providing the effective date of termination coincides with the regular bi-weekly payroll run, all salaries and vacation indemnities due to her/him. Settlement options in respect of termination benefits under the Pension Plan will be forwarded within sixty (60) days from the date of termination.

**40.03** The parties agree that the salaries in Article 39 and the mechanisms provided in the present article apply to all employees.

### **40.04 Determination of the classification of employment during this agreement**

a) As of his/her hiring, the employee will be assigned to a job and remunerated in accordance with the grade of that job.

b) Job Profile

In all cases, the grade is determined by the nature of the work, the characteristics and requirements of the job as outlined in the job profile and the job evaluation questionnaire.

The job profile includes the following:

- Overall purpose of the position
  - Reporting relationship;
  - Accountability;
  - Position scope;
  - Judgement and autonomy;
  - Working conditions and physical environment.
- Major responsibilities.
- Decision making.
- Education and experience required.

c) At the time of hire, the University will write to the employee, with a copy to the Union, confirming the position to which the employee has been assigned, along with its grade, the employee's education and relevant experience and the step at which the employee has been positioned. The University will provide the employee and the Union with a job profile within twenty (20) working days of hire.

d) When an employee changes position, the University will provide the employee and the Union with the job profile within twenty (20) working days of said change.

- e) When an employee's job profile changes, the University will provide the employee and the Union with the new job profile within twenty (20) working days of said change.

#### **40.05 Appeal concerning job evaluations**

When an employee requests a grade higher than that assigned to his/her position and is not satisfied with the decision made by Department of Human Resources and Employee Relations, the parties agree to submit the case in dispute to the Labour Relations Committee described in clause 11.07.

If the Labour Relations Committee cannot come to an agreement, the Union may submit the case to an arbitrator whose jurisdiction will be limited to determining whether the grade of the position should be increased based on the job evaluation system in place at the university.

Before the arbitration, the parties jointly draft a statement containing the facts agreed upon by the parties as well as their differences. Each party submits, in support of their claim, the pertinent documents which they wish to present to the arbitrator, as well as a list of witnesses and a summary of each person's testimony. Only the points in dispute are presented to the arbitrator.

The arbitrator will render a summary decision without summarizing the evidence. Should the arbitrator come to the conclusion that the position is of a higher grade, the new classification is retroactive to the date that the request for reevaluation was submitted to Department of Human Resources and Employee Relations. Unless there is an agreement to the contrary, each case is without precedent.

- 40.06** The employee hired after the signing of this agreement is placed at the first step of the salary scale of his/her grade, unless he/she has relevant qualifications (education or experience) higher than those required for the position, in which case he/she will be granted an additional step for each year of relevant experience above the minimum required, as well as additional steps for relevant education above the minimum required, in accordance with clause 40.07.

- 40.07** On June 1st of each year, the employee receives a step increase, unless he/she was hired on or after March 1 of the current year.

- 40.08** The employee who has completed one year (30 credits) of relevant education over and above the education required by his/her position will be granted an additional step. He/she will be granted two (2) steps in the case of a Masters degree and three (3) steps in the case of a Doctorate degree.

Additional education compensated under the provisions of the previous Collective Agreement does not give the right to additional steps under the terms of the present clause.

#### 40.09 Promotion, Transfer, or Demotion

Changes of grade, promotions, transfers or demotions do not affect the date for step increases.

**40.10** The employee who transfers to a position with the same grade remains at the same step unless his/her position of origin or his/her position obtained results from a pay equity adjustment, in which case, the provisions that apply are those prescribed by subsection 40.10 b) or clause 40.11, as the case may be.

#### 40.11 Promotion

a) The employee who is promoted to a position with a higher grade or if his/her position is reclassified to a higher grade, will receive, starting from the date of the promotion or reclassification, the most advantageous of the following options:

- the first (1st) step in the higher grade  
or
- the step in the superior grade that corresponds to a reduction of two (2) steps for each increase in grade.

b) If the salary scale of the position of the employee before the promotion or of the position to which he/she is promoted results from a salary equity adjustment, the number of steps of reduction in the new scale is calculated as follows:

- $\left[ \frac{(\text{maximum of the salary scale of the new position divided by the maximum of the salary scale of the previous position}) - 1}{0.09} \right]$ , divided by 0.09
- The previous result multiplied by 2 and rounded to the closest unit.

This translates in this formula:

$$\left[ \frac{(Mn \div Mo) - 1}{0.09} \right] \times 2 \text{ rounded up to the closest unit}$$

- Mn is the maximum of the salary scale of the new position
- Mo is the maximum of the salary scale of the position of origin

**40.12** When an employee voluntarily transfers to a position with a lower grade, his/her salary is reduced by an amount corresponding to the difference between the first two (2) steps of the salary scale of the new position. If the reduction places the salary between two (2) steps, he/she receives the immediately lower step.

However, when a position is reclassified to a lower grade, the employee continues to be paid by virtue of the grade that applied prior to the reclassification and continues to receive all step

increases and raises as if the position had not been reclassified. This applies as long as the employee remains the incumbent of the said position.

- 40.13** An employee assigned to a position with a lower grade as a result of the application of Article 15 will not suffer any reduction in salary. However, if his/her salary is superior to the maximum of the job to which he/she has been assigned, it will be reduced to the maximum of the job grade after a delay of six (6) months.

## **ARTICLE 41    TEMPORARY EMPLOYEES**

**41.01** Temporary positions that exist for thirty-six (36) months or more are automatically transformed into permanent positions. If the position is filled by the same temporary employee for thirty-six (36) months or more, he/she is confirmed in the position on the condition that he/she satisfies the requirements of the position, and he/she acquires the status of a permanent employee. Otherwise, the position is posted in accordance with the procedures set out in Article 17.

This provision does not limit any legal recourse available to the employee and the Union related to temporary positions under the terms of the certificate of accreditation and of the Collective Agreement.

**41.02** The Collective Agreement will apply to temporary employees in the following manner:

**Article 1        Purpose of the Agreement**

The entire article applies.

**Article 2        Definition of Terms**

The entire article applies.

**Article 3        Professional Practice and Liability, Intellectual Property**

The entire article applies.

**Article 4        Union Recognition**

The entire article applies.

**Article 5        Management Rights and Obligations**

The entire article applies.

**Article 6        Non-Discrimination**

The entire article applies.

**Article 7        Harassment and Sexual Harassment**

The entire article applies.

**Article 8        Right to Information**

The entire article applies.

**Article 9        Union Membership**

The entire article applies.

**Article 10       Professional Development and Training**

The entire article applies subject to conditions of eligibility set out in clause 10.11.

- Article 11**      **Leave for Union Activity and Office Organization**  
The entire article applies except for clause 11.11.
- Article 12**      **Grievance and Arbitration Procedure**  
The entire article applies.
- Article 13**      **Seniority**  
The entire article applies.
- Article 14**      **Employment Security**  
The entire article does not apply.
- Article 15**      **Lay-off and Recall**  
The entire article applies.
- Article 16**      **Technological/Administrative Change and Major Budgetary Cuts**  
The entire article applies.
- Article 17**      **Job Posting, Selection and Movement of Personnel**  
The entire article applies.
- Article 18**      **Health and Safety**  
The entire article applies.
- Article 19**      **Subcontracting**  
The entire article applies.
- Article 20**      **University Closing**  
The entire article applies.
- Article 21**      **Disciplinary Measures**  
The entire article applies.
- Article 22**      **Personal Files**  
The entire article applies.
- Article 23**      **Correspondence and Room Bookings**  
The entire article applies.
- Article 24**      **Hours of Work and Work Schedules**  
The entire article applies.
- Article 25**      **Successorship**  
The entire article applies.



- Article 26 Stipends**  
The entire article applies.
- Article 27 Holidays**  
The entire article applies.
- Article 28 Social Leaves, Personal Leaves and Deferred Salary Leaves**  
The entire article applies except for clause 28.06 and 28.09.
- Article 29 Vacation**  
The entire article applies.
- Article 30 Parental Leave**  
The entire article applies. However, the temporary employee cannot receive an indemnity once laid-off. Being on parental leave should not prevent the employee from applying for and receiving a position, or from being placed on the recall list if he/she is laid off and from obtaining an assignment. If the employee accepts the position, this will conclude the leave.
- Article 31 Leave without Pay**  
The entire article does not apply.
- Article 32 Study Leave**  
The entire article does not apply.
- Article 33 Tuition Waiver**  
The entire article applies to temporary employees who are granted a position of one (1) year or more.
- Article 34 Public Service Leaves**  
The entire article does not apply.
- Article 35 Work Accidents and Occupational Diseases**  
The University will pay a temporary employee who is absent from work as a result of an occupational injury as defined by the law, ninety percent (90 %) of net salary for the fourteen (14) first calendar days following their first day of absence. Thereafter, the employee is reimbursed directly by the CNESST.
- The rest of the article applies.

**Article 36 Sick Leave**

- a) Temporary employees are protected by a salary insurance program.
- b) The purpose of the salary insurance program is to compensate for the loss of earnings of any temporary employee who is not able to perform normal duties because of illness or accident other than a work accident or an occupational disease.
- c) Starting January 1, 2006, the entire cost is borne by the University.
- d) A temporary employee who becomes disabled due to illness or injury, at any time when his/her contract is in effect, is entitled to paid sick leave for a period of up to one (1) month at the equivalent rate he/she would have received had he/she remained at work.
- e) Temporary employees receiving paid sick leave may be required to provide a medical certificate attesting to their inability to work.
- f) When disability continues for more than one (1) month, the temporary employee is protected by the provisions of the salary insurance program.
- g) Salary insurance payments shall equal sixty-six and two thirds (66 2/3 %) of the rate the temporary employee would have received had the temporary employee remained at work.
- h) Salary insurance payments are made for the duration of the contract in effect at the moment the disability occurred or until the temporary employee returns to work, whichever occurs earlier.
- i) For the salary insurance program to apply, the disability cannot begin earlier than the date on which the employee's contract comes into effect.
- j) The temporary employee who is to be absent due to illness or injury shall, as soon as possible, inform the supervisor/unit head or designate of the absence.
- k) The University will provide the Union with a copy of the salary insurance policy.

**Article 37      Group Insurance and Pension Plan**

- a) Temporary employees are entitled to participate in the Pension Plan in accordance with the rules and regulations set out in the supplemental Pension Plans Act of Quebec. They may also participate in the Registered Retirement Savings Plan.
- b) Effective January 1, 2006, temporary employees who have completed one year of service are entitled to participate in the Health Care Insurance Plan.

**Article 38      Retirement**

The article does not apply, with the exception of clauses 38.01 and 38.02.

**Article 39      Salaries**

The entire article applies.

**Article 40      Payment of Salaries and Classification**

The entire article applies.

**Article 41      Temporary Employees**

The entire article applies.

**Article 42      Amendments to the Collective Agreement**

The entire article applies.

**Article 43      Appendices and Letters of Agreement**

The entire article applies. However, appendix D and letter of agreement number 3 do not apply.

**Article 44      Duration of contract**

The entire article applies.

**ARTICLE 42 AMENDMENTS TO THE COLLECTIVE AGREEMENT**

In the event that the parties mutually agree to amend certain provisions of the present agreement, such amendments will be incorporated into a letter of agreement and will be filed in accordance with section 72 of the Labour Code.

**ARTICLE 43 APPENDICES AND LETTERS OF AGREEMENT**

All appendices and letters of agreement form an integral part of this Collective Agreement.

#### **ARTICLE 44 DURATION OF CONTRACT**

**44.01** The present Collective Agreement is concluded for the period of September 1, 2017 to May 31, 2021. However, the provisions of the present Collective Agreement will come into effect only as of October 24, 2019 and have no retroactive effect, except when expressly stipulated.

**44.02** Notwithstanding clause 44.01, the present Collective Agreement will be in effect until the signature of a new Collective Agreement.

IN TESTIMONY WHEREOF, the parties have signed the Collective Agreement in Montreal, Quebec, this 12 day of November 2019.

**CONCORDIA UNIVERSITY**

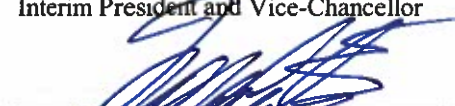
**CONCORDIA UNIVERSITY PROFESSIONAL EMPLOYEES' UNION (CSN) – SYNDICAT DES EMPLOYÉ-E-S PROFESSIONNEL-LE-S DE L'UNIVERSITÉ CONCORDIA (CSN)**



Dr. Graham Carr  
Interim President and Vice-Chancellor



Ms. Shoshana Kalfon  
President, CUPEU



Mr. Roger Côté  
Vice-President, Services



Ms. Gillian Roper  
Past President, CUPEU



Ms. Carolina Willsher  
Associated Vice-President, Human Resources



Mr. Sigmund Lam  
VP Negotiations, CUPEU



Mr. Mike Popoff  
Director, User Services IITS



Ms. Sheila Ettinger  
VP Membership, CUPEU



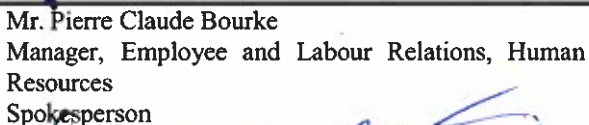
Ms. Sabrina Lavoie  
Executive Director, Budget Planning and Business Development



Mr. Daniel Carrier  
Union Advisor, CSN



Ms. Sonia Coutu  
Executive Director, Employee and Labour Relations, Human Resources



Mr. Pierre Claude Bourke  
Manager, Employee and Labour Relations, Human Resources  
Spokesperson



Mr. Gabriel Prévost  
Advisor, Employee and Labour Relations, Human Resources

## Appendix 1 Salary Scales

### Salary scales – January 1, 2018 (2%)

Grade	Step									
	1	2	3	4	5	6	7	8	9	10
9	\$52,583.96	\$53,631.56	\$54,700.10	\$55,790.01	\$56,901.71	\$58,035.67	\$59,192.32	\$60,372.09	\$61,575.45	\$62,802.88
10	\$56,778.00	\$57,909.50	\$59,063.60	\$60,240.77	\$61,441.51	\$62,666.26	\$63,915.51	\$65,189.74	\$66,489.47	\$67,815.17
11	\$61,822.76	\$63,055.11	\$64,312.15	\$65,594.31	\$66,902.14	\$68,236.06	\$69,596.71	\$70,984.58	\$72,400.18	\$73,844.11
12	\$66,753.89	\$68,084.91	\$69,442.52	\$70,827.28	\$72,239.78	\$73,680.45	\$75,150.00	\$76,648.90	\$78,177.83	\$79,737.29
13	\$72,407.94	\$73,852.02	\$75,324.98	\$76,827.41	\$78,359.88	\$79,922.99	\$81,517.36	\$83,143.64	\$84,802.43	\$86,494.41
14	\$79,209.57	\$80,789.68	\$82,401.41	\$84,045.35	\$85,722.18	\$87,432.53	\$89,177.11	\$90,956.57	\$92,771.63	\$94,622.98

### Pay Equity Adjusted Scales – January 1, 2018 (2%)

Grade	Step									
	1	2	3	4	5	6	7	8	9	10
9A	\$54,532.70	\$55,619.28	\$56,727.58	\$57,858.05	\$59,011.13	\$60,187.27	\$61,386.94	\$62,610.59	\$63,858.71	\$65,131.83
10A	\$60,464.87	\$61,670.11	\$62,899.41	\$64,153.33	\$65,432.32	\$66,736.88	\$68,067.52	\$69,424.80	\$70,809.22	\$72,221.31
11A	\$66,737.10	\$68,067.77	\$69,425.04	\$70,809.46	\$72,221.58	\$73,661.91	\$75,131.05	\$76,629.60	\$78,158.11	\$79,717.26
12A	\$73,240.99	\$74,701.73	\$76,191.66	\$77,711.43	\$79,261.58	\$80,842.69	\$82,455.49	\$84,100.53	\$85,778.48	\$87,489.97
13A	\$73,240.99	\$74,701.73	\$76,191.66	\$77,711.43	\$79,261.58	\$80,842.69	\$82,455.49	\$84,100.53	\$85,778.48	\$87,489.97
13B	\$79,976.50	\$81,571.95	\$83,199.33	\$84,859.23	\$86,552.32	\$88,279.31	\$90,040.79	\$91,837.55	\$93,670.22	\$95,539.52
14A	\$79,976.50	\$81,571.95	\$83,199.33	\$84,859.23	\$86,552.32	\$88,279.31	\$90,040.79	\$91,837.55	\$93,670.22	\$95,539.52

### Salary Scales – June 1, 2018 (3.5%)

Grade	Step									
	1	2	3	4	5	6	7	8	9	10
9	\$54,424.40	\$55,508.66	\$56,614.60	\$57,742.66	\$58,893.27	\$60,066.92	\$61,264.05	\$62,485.11	\$63,730.59	\$65,000.98
10	\$58,765.23	\$59,936.33	\$61,130.83	\$62,349.20	\$63,591.96	\$64,859.58	\$66,152.55	\$67,471.38	\$68,816.60	\$70,188.70
11	\$63,986.56	\$65,262.04	\$66,563.08	\$67,890.11	\$69,243.71	\$70,624.32	\$72,032.59	\$73,469.04	\$74,934.19	\$76,428.65
12	\$69,090.28	\$70,467.88	\$71,873.01	\$73,306.23	\$74,768.17	\$76,259.27	\$77,780.25	\$79,331.61	\$80,914.05	\$82,528.10
13	\$74,942.22	\$76,436.84	\$77,961.35	\$79,516.37	\$81,102.48	\$82,720.29	\$84,370.47	\$86,053.67	\$87,770.52	\$89,521.71
14	\$81,981.90	\$83,617.32	\$85,285.46	\$86,986.94	\$88,722.46	\$90,492.67	\$92,298.31	\$94,140.05	\$96,018.64	\$97,934.78



**Pay Equity Adjusted Scales – June 1, 2018 (3.5%)**

Grade	Step									
	1	2	3	4	5	6	7	8	9	10
9A	\$56,441.34	\$57,565.96	\$58,713.04	\$59,883.08	\$61,076.52	\$62,293.83	\$63,535.48	\$64,801.96	\$66,093.77	\$67,411.45
10A	\$62,581.14	\$63,828.56	\$65,100.89	\$66,398.70	\$67,722.45	\$69,072.67	\$70,449.88	\$71,854.67	\$73,287.54	\$74,749.06
11A	\$69,072.90	\$70,450.14	\$71,854.92	\$73,287.79	\$74,749.34	\$76,240.08	\$77,760.64	\$79,311.64	\$80,893.64	\$82,507.36
12A	\$75,804.42	\$77,316.29	\$78,858.37	\$80,431.33	\$82,035.74	\$83,672.18	\$85,341.43	\$87,044.05	\$88,780.73	\$90,552.12
13A	\$75,804.42	\$77,316.29	\$78,858.37	\$80,431.33	\$82,035.74	\$83,672.18	\$85,341.43	\$87,044.05	\$88,780.73	\$90,552.12
13B	\$82,775.68	\$84,426.97	\$86,111.31	\$87,829.30	\$89,581.65	\$91,369.09	\$93,192.22	\$95,051.86	\$96,948.68	\$98,883.40
14A	\$82,775.68	\$84,426.97	\$86,111.31	\$87,829.30	\$89,581.65	\$91,369.09	\$93,192.22	\$95,051.86	\$96,948.68	\$98,883.40

**Salary Scales – June 1, 2018 (0.27%)**

Grade	Step									
	1	2	3	4	5	6	7	8	9	10
9	\$54,571.35	\$55,658.53	\$56,767.46	\$57,898.57	\$59,052.28	\$60,229.10	\$61,429.46	\$62,653.82	\$63,902.66	\$65,176.48
10	\$58,923.90	\$60,098.16	\$61,295.88	\$62,517.54	\$63,763.66	\$65,034.70	\$66,331.16	\$67,653.55	\$69,002.40	\$70,378.21
11	\$64,159.32	\$65,438.25	\$66,742.80	\$68,073.41	\$69,430.67	\$70,815.01	\$72,227.08	\$73,667.41	\$75,136.51	\$76,635.01
12	\$69,276.82	\$70,658.14	\$72,067.07	\$73,504.16	\$74,970.04	\$76,465.17	\$77,990.26	\$79,545.81	\$81,132.52	\$82,750.93
13	\$75,144.56	\$76,643.22	\$78,171.85	\$79,731.06	\$81,321.46	\$82,943.63	\$84,598.27	\$86,286.01	\$88,007.50	\$89,763.42
14	\$82,203.25	\$83,843.09	\$85,515.73	\$87,221.80	\$88,962.01	\$90,737.00	\$92,547.52	\$94,394.23	\$96,277.89	\$98,199.20

**Pay Equity Adjusted Scales – June 1, 2018 (0.27%)**

Grade	Step									
	1	2	3	4	5	6	7	8	9	10
9A	\$56,593.73	\$57,721.39	\$58,871.57	\$60,044.77	\$61,241.43	\$62,462.02	\$63,707.02	\$64,976.92	\$66,272.22	\$67,593.46
10A	\$62,750.11	\$64,000.90	\$65,276.66	\$66,577.98	\$67,905.30	\$69,259.17	\$70,640.09	\$72,048.68	\$73,485.42	\$74,950.88
11A	\$69,259.40	\$70,640.36	\$72,048.93	\$73,485.67	\$74,951.16	\$76,445.93	\$77,970.59	\$79,525.78	\$81,112.05	\$82,730.13
12A	\$76,009.09	\$77,525.04	\$79,071.29	\$80,648.49	\$82,257.24	\$83,898.09	\$85,571.85	\$87,279.07	\$89,020.44	\$90,796.61
13A	\$76,009.09	\$77,525.04	\$79,071.29	\$80,648.49	\$82,257.24	\$83,898.09	\$85,571.85	\$87,279.07	\$89,020.44	\$90,796.61
13B	\$82,999.17	\$84,654.92	\$86,343.81	\$88,066.44	\$89,823.52	\$91,615.79	\$93,443.84	\$95,308.50	\$97,210.44	\$99,150.39
14A	\$82,999.17	\$84,654.92	\$86,343.81	\$88,066.44	\$89,823.52	\$91,615.79	\$93,443.84	\$95,308.50	\$97,210.44	\$99,150.39

**Salary Scales – June 1, 2019 (2.4%)**

Grade	Step									
	1	2	3	4	5	6	7	8	9	10
9	\$55,881.06	\$56,994.33	\$58,129.88	\$59,288.14	\$60,469.53	\$61,674.60	\$62,903.77	\$64,157.51	\$65,436.32	\$66,740.72
10	\$60,338.07	\$61,540.52	\$62,766.98	\$64,017.96	\$65,293.99	\$66,595.53	\$67,923.11	\$69,277.24	\$70,658.46	\$72,067.29
11	\$65,699.14	\$67,008.77	\$68,344.63	\$69,707.17	\$71,097.01	\$72,514.57	\$73,960.53	\$75,435.43	\$76,939.79	\$78,474.25
12	\$70,939.46	\$72,353.94	\$73,796.68	\$75,268.26	\$76,769.32	\$78,300.33	\$79,862.03	\$81,454.91	\$83,079.70	\$84,736.95
13	\$76,948.03	\$78,482.66	\$80,047.97	\$81,644.61	\$83,273.18	\$84,934.28	\$86,628.63	\$88,356.87	\$90,119.68	\$91,917.74
14	\$84,176.13	\$85,855.32	\$87,568.11	\$89,315.12	\$91,097.10	\$92,914.69	\$94,768.66	\$96,659.69	\$98,588.56	\$100,555.98

**Pay Equity Adjusted Scales – June 1, 2019 (2.4%)**

Grade	Step									
	1	2	3	4	5	6	7	8	9	10
9A	\$57,951.98	\$59,106.70	\$60,284.48	\$61,485.84	\$62,711.22	\$63,961.11	\$65,235.99	\$66,536.37	\$67,862.75	\$69,215.70
10A	\$64,256.11	\$65,536.92	\$66,843.30	\$68,175.85	\$69,535.03	\$70,921.39	\$72,335.45	\$73,777.85	\$75,249.07	\$76,749.70
11A	\$70,921.63	\$72,335.73	\$73,778.10	\$75,249.33	\$76,749.99	\$78,280.63	\$79,841.88	\$81,434.40	\$83,058.74	\$84,715.65
12A	\$77,833.31	\$79,385.64	\$80,969.00	\$82,584.05	\$84,231.41	\$85,911.64	\$87,625.57	\$89,373.77	\$91,156.93	\$92,975.73
13A	\$77,833.31	\$79,385.64	\$80,969.00	\$82,584.05	\$84,231.41	\$85,911.64	\$87,625.57	\$89,373.77	\$91,156.93	\$92,975.73
13B	\$84,991.15	\$86,686.64	\$88,416.06	\$90,180.03	\$91,979.28	\$93,814.57	\$95,686.49	\$97,595.90	\$99,543.49	\$101,530.00
14A	\$84,991.15	\$86,686.64	\$88,416.06	\$90,180.03	\$91,979.28	\$93,814.57	\$95,686.49	\$97,595.90	\$99,543.49	\$101,530.00

**Salary Scales – June 1, 2020 (2.6%)**

Grade	Step									
	1	2	3	4	5	6	7	8	9	10
9	\$57,333.96	\$58,476.19	\$59,641.26	\$60,829.62	\$62,041.74	\$63,278.14	\$64,539.27	\$65,825.61	\$67,137.67	\$68,475.98
10	\$61,906.86	\$63,140.57	\$64,398.92	\$65,682.43	\$66,991.63	\$68,327.01	\$69,689.11	\$71,078.45	\$72,495.58	\$73,941.04
11	\$67,407.32	\$68,751.00	\$70,121.59	\$71,519.56	\$72,945.53	\$74,399.95	\$75,883.50	\$77,396.75	\$78,940.22	\$80,514.58
12	\$72,783.89	\$74,235.14	\$75,715.39	\$77,225.23	\$78,765.32	\$80,336.14	\$81,938.44	\$83,572.74	\$85,239.77	\$86,940.11
13	\$78,948.68	\$80,523.21	\$82,129.22	\$83,767.37	\$85,438.28	\$87,142.57	\$88,880.97	\$90,654.15	\$92,462.79	\$94,307.60
14	\$86,364.71	\$88,087.56	\$89,844.88	\$91,637.31	\$93,465.62	\$95,330.47	\$97,232.65	\$99,172.84	\$101,151.86	\$103,170.44

**Pay Equity Adjusted Scales – June 1, 2020 (2.6%)**

Grade	Step									
	1	2	3	4	5	6	7	8	9	10
9A	\$59,458.74	\$60,643.47	\$61,851.88	\$63,084.47	\$64,341.71	\$65,624.10	\$66,932.13	\$68,266.32	\$69,627.18	\$71,015.31
10A	\$65,926.77	\$67,240.88	\$68,581.23	\$69,948.42	\$71,342.94	\$72,765.35	\$74,216.17	\$75,696.07	\$77,205.55	\$78,745.19
11A	\$72,765.59	\$74,216.46	\$75,696.33	\$77,205.81	\$78,745.49	\$80,315.93	\$81,917.77	\$83,551.69	\$85,218.27	\$86,918.26
12A	\$79,856.98	\$81,449.67	\$83,074.19	\$84,731.24	\$86,421.43	\$88,145.34	\$89,903.83	\$91,697.49	\$93,527.01	\$95,393.10
13A	\$79,856.98	\$81,449.67	\$83,074.19	\$84,731.24	\$86,421.43	\$88,145.34	\$89,903.83	\$91,697.49	\$93,527.01	\$95,393.10
13B	\$87,200.92	\$88,940.49	\$90,714.88	\$92,524.71	\$94,370.74	\$96,253.75	\$98,174.34	\$100,133.39	\$102,131.62	\$104,169.78
14A	\$87,200.92	\$88,940.49	\$90,714.88	\$92,524.71	\$94,370.74	\$96,253.75	\$98,174.34	\$100,133.39	\$102,131.62	\$104,169.78

**According to Letter of Agreement #4 of the present Collective Agreement, the salary scales of the head coaches are the following:**

	Step									
	1	2	3	4	5	6	7	8	9	10
Ref : August 31, 2017	\$67,784.56	\$71,290.84	\$74,797.11	\$78,303.35	\$81,809.62	\$85,315.89	\$88,822.14	\$92,328.39	\$95,834.67	\$99,342.06
January 1, 2018	\$69,140.25	\$72,716.66	\$76,293.05	\$79,869.42	\$83,445.81	\$87,022.21	\$90,598.58	\$94,174.96	\$97,751.36	\$101,328.90
June 1st 2018	\$71,753.37	\$75,464.95	\$79,176.51	\$82,888.05	\$86,599.60	\$90,311.17	\$94,022.71	\$97,734.25	\$101,445.83	\$105,158.57
June 1st 2019	\$73,475.45	\$77,276.11	\$81,076.75	\$84,877.36	\$88,677.99	\$92,478.64	\$96,279.26	\$100,079.87	\$103,880.53	\$107,682.38
June 1st 2020	\$ 75,385.81	\$79,285.29	\$83,184.75	\$87,084.17	\$90,983.62	\$94,883.08	\$98,782.52	\$102,681.95	\$106,581.42	\$110,482.12

## Appendix A List of professionals

### Required professional qualifications

The professional qualifications required to occupy a professional position are generally based on education. A Bachelor's degree in the appropriate field normally constitutes the level of education required to perform adequately the tasks related to a professional position.

On September 27, 2019, the following positions are normally considered as permanent professional positions at Concordia University:

CODE	TITLE	DEPARTMENT	GRADE
P1718	ASSISTANT PROSPECT RESEARCHER	DEVELOPMENT, ENCS & FA	G09
P1851	IT OPERATIONS ANALYST	VOICE SERVICES	G09
P1860	ASSISTANT PROSPECT RESEARCHER, PLANNED GIVING	PLANNED GIVING	G09
P1868	ASSISTANT PROSPECT RESEARCHER, FACULTIES	DEVELOPMENT, JMSB	G09
P1973	ASSISTANT PROSPECT RESEARCHER, FACULTIES	DEVELOPMENT, FAS	G09
P5801	TECHNICAL COORDINATOR, I.S.S	SECURITY	G09
P5839	ASSISTANT PROSPECT RESEARCHER, FACULTIES	DEVELOPMENT, ENCS & FA	G09
P1656	CURATORIAL ASSISTANT	LEONARD & BINA ELLEN ART	G09A
P1563	STUDENT TRIBUNALS OFFICER	GENERAL COUNSEL	G10
P1577	STUDENT RECRUIT. INFO. OFFICER	WELCOME CENTER	G10
P1620	FINANCIAL AID ASSOCIATE ADVISOR	CLIENT SERVICES	G10
P1634	DESKTOP TECHNOLOGIES ANALYST	DESKTOP TECHNOLOGIES	G10
P1635	DESKTOP TECHNOLOGIES ANALYST	DESKTOP TECHNOLOGIES	G10
P1645	ANALYST, GOVERNMENT REPORTING	GOVERNMENT REPORTING & STATS	G10
P1691	IT ASSET MANAGEMENT ANALYST	DESKTOP TECHNOLOGIES	G10
P1729	PROSPECT MANAGEMENT ASSOCIATE	ALL DEP - VPADV	G10
P1854	LAB AND RESEARCH DATASET COORDINATOR	Centre of Instructional Technology	G10
P1907	SERVICE DESK ITSM ANALYST	SERVICE DESK	G10
P1908	STUDENT RECRUITMENT INFORMATION OFFICER	WELCOME CENTER	G10
P1930	COORDINATOR, PROJECTS	ADMINISTRATION	G10
P1945	COORDINATOR, ENROLMENT AND STUDENT SERVICES	ADMINISTRATION	G10

P1960	COORDINATOR, RESEARCH ADMINISTRATION	LOYOLA INTERNAT. COLLEGE	G10
P1962	DOCUMENT COORDINATOR AND ARCHIVIST	ASSOCIATE DEAN, FACULTY AFFAIRS (FAS)	G10
P1969	STUDENT RECRUITMENT INFORMATION OFFICER	STUDENT RECRUITMENT	G10
P1971	ANALYST, GOVERNMENT REPORTING	GOVERNMENT REPORTING & STATS	G10
P1981	COORDINATOR, SCIENCE COLLEGE	SCIENCE COLLEGE	G10
P2181A	LABORATORY INSTRUCTOR	Health, Kinesiology and Applied Physiology	G10
P2685A	COORDINATOR, RESEARCH GRANTS	OFF. OF RESEARCH	G10
P4218A	COORD. GOVN'T LOAN AND BURSARY ADMIN.	CLIENT SERVICES	G10
P4269	CONSULTANT	SERVICE CENTRES	G10
P4527A	ADMISSION INFORMATION OFFICER	WELCOME CENTER	G10
P4528A	ADMISSION INFORMATION OFFICER	WELCOME CENTER	G10
P4611A	VIDEOGRAPHER	MARKETING COMMUNIC.	G10
P4811	INTERFAITH FACILITATOR	MULTI-FAITH AND SPIRITUALITY CENTRE	G10
P4824	CONSULTANT	SERVICE CENTRES	G10
P4988	COORDINATOR, CONDITIONING FLOOR	Clinical Exercise Programs	G10
P5412	GRADUATE AWARDS ADVISOR	PROG. & AWARDS	G10
P5444	JR DIGITAL ARTS SYSTEMS CONSUL	ALL DEP - FA	G10
P5604	LABORATORY SPECIALIST	MECHANICAL & INDUSTRIAL E	G10
P5605	LABORATORY SPECIALIST	MECHANICAL & INDUSTRIAL E	G10
P5731	COORDINATOR, RESEARH ETHICS	OFF. OF RESEARCH	G10
P5819	ASSOCIATE COORDINATOR COMMUNITY ENGAGEMENT	COMMUNITY ENGAGEMENT	G10
P5800	TECHNICAL COORDINATOR- INTERMEDIATE I.S.S.	SECURITY	G10
P1450	COORDINATOR, INSTAL. AND COLLECT.	LEONARD & BINA ELLEN ART	G10A
P1680	COORDINATOR, PUBLIC AFFAIRS	PUBLIC AFFAIRS	G10A
P2417	COORDINATOR, LABORATORY	CSSE	G10A
P4323B	WEB COORDINATOR	PUBLICATIONS & COMMUNICATIONS	G10A
P4873	COORD. STRENGHT AND COND.	ATHLETICS	G10A
P5720	COORDINATOR, STRATEGIC CONTENT	UNIVERSITY COMMUNIC. SERV	G10A
P1618	ANALYST,RECORDS MANAGEMENT	ARCHIVES	G11

P1697	GRAPHIC DESIGNER	UNIVERSITY COMMUNIC. SERV	G11
P1699	PROSPECT RESEARCHER	Office of the VP Advancement	G11
P1705	ALUMNI OFFICER STUDENTS AND YOUNG ALUMNI	ALUMNI RELATIONS, OPERATI	G11
P1706	ALUMNI OFFICER REUNION AND ATHLETICS	ALUMNI RELATIONS, OPERATI	G11
P1707	ALUMNI OFFICER BOARD AND VOLUNTEER MANAGEMENT	ALUMNI RELATIONS, OPERATI	G11
P1709	ALUMNI OFFICER, FACULTY LIASON	ALUMNI RELATIONS, OPERATI	G11
P1710	ALUMNI OFFICER, EXTERNAL PARTNERSHIPS	ALL DEP - VPADV	G11
P1719	ADVISOR, STUDENT ACADEMIC SERVICES	ALL DEP - JMSB	G11
P1737	MULTIMEDIA INSTRUCTOR	JOURNALISM	G11
P1780	LAB INSTRUCTOR	Health, Kinesiology and Applied Physiology	G11
P1871	ATHLETIC THERAPIST	ATHLETICS	G11
P1875	PROJECT COORDINATOR	OFF. PROVOST & VP ACAD. A	G11
P1878	ALUMNI OFFICER GLOBAL NETWORKS	ALUMNI RELATIONS, OPERATI	G11
P1893	TECHNOLOGY VISUALIZATION ANALYST	SYST. - LIBRARY	G11
P1904	LABORATORY INSTRUCTOR	Health, Kinesiology and Applied Physiology	G11
P1913	ANALYST, AIS BUSINESS	AIS	G11
P1924	COORDINATOR, FRENCH LANGUAGE AND LITERATURE PROG. AND TCFQ EXAM CENTER ADMIN.	ETUDES FRANCAISES	G11
P1950	PROJECT COORDINATOR, INDIGENOUS DIRECTIONS	OFF. PROVOST & VP ACAD. A	G11
P1963	PROJECT COORDINATOR, INTEGRATION	OFF. PROVOST & VP ACAD. A	G11
P1965	COORDINATOR, STUDENT ENGAGEMENT	DEAN OF STUDENTS	G11
P2218A	LABORATORY COORDINATOR	PHYSICS	G11
P2351A	LABORATORY COORDINATOR	MECHANICAL & INDUSTRIAL E	G11
P2825	GRADUATE PROGRAMS ADVISOR	CSSE	G11
P2846	GRADUATE PROGRAMS ADVISOR	BUILDING/CIVIL/ENVIRON. E	G11
P2871	INTERMED DIGITAL SYS CONSUL	CENTRE FOR DIGITAL ARTS	G11

P2887	FILM POST PRODUCTION COORIND	MEL HOPPENHEIM SCH. OF CI	G11
P2888	COORDINATOR, FILM ANIMATION DIGITAL	MEL HOPPENHEIM SCH. OF CI	G11
P2938	DESIGNER, GRAPHIC	UCS	G11
P2998	INTERNATIONAL LIAISON OFFICER	OFF. OF AVP - INTERNAT.	G11
P3283A	CONSULTANT, INTERMEDIATE	SERVICE CENTRES	G11
P4108A	OFFICE TECHNOLOGY ANALYST	SIS PLANNING & SUPPORT	G11
P4475A	WEBMASTER GRAPHIC DESIGNER	RECREATION & ATHLETICS	G11
P4592	COORDINATOR, EAP INTERNAL	VP SERV.	G11
P4717	BUDGET ANALYST	ADMINISTRATION	G11
P4758A	STUDENT ADVOCATE AND ACADEMIC INTEGRITY COORDINATOR	STUDENT SUCCESS CENTER	G11
P4766	UNDERGRADUATE AWARDS OFFICER	UNDERGRADUATE AWARDS	G11
P4893	GRAPHIC DESIGNER	MARKETING COMMUNIC.	G11
P4894	GRAPHIC DESIGNER	MARKETING COMMUNIC.	G11
P4895	GRAPHIC DESIGNER	MARKETING COMMUNIC.	G11
P4896	GRAPHIC DESIGNER	MARKETING COMMUNIC.	G11
P4897	COORD. STUDENT ENGAGEMENT	STUDENT LIFE RELATIONS	G11
P4906	COORDINATOR, LIVE CENTRE	STUDENT LIFE RELATIONS	G11
P4911	ADVERTISING/NON ACAC. CLIENT COORD.	MARKETING COMMUNIC.	G11
P4915	BUYER	PROCUREMENT SERVICES	G11
P4930	BUYER	PROCUREMENT SERVICES	G11
P4957	ANALYST, RESEARCH INFORMATION SYSTEMS	OFF. OF RESEARCH	G11
P4959	GRAPHIC DESIGNER/PHOTOGRAPHER	MARKETING COMMUNIC.	G11
P4966	TRANSLATOR	TRANSLATION SERV.	G11
P4979	DESIGNER, INTERIOR	Renovation Projects	G11
P4989	COORDINATOR, SUPPORT SERVICES	CENTRE FOR CONT. EDUCATIO	G11
P5434	TRANSLATOR	TRANSLATION SERV.	G11
P5440	INTER DIGITAL ARTS SYS CONSUL	CENTRE FOR DIGITAL ARTS	G11
P5443	INTER DIGITAL ARTS SYST CONSUL	CENTRE FOR DIGITAL ARTS	G11
P5486	TRANSLATOR	TRANSLATION SERV.	G11
P5494	COMMUNICATIONS COORDINATOR	COMMUNICATIONS, OPERATION	G11
P5592	INTERNATIONAL LIAISON OFFICER	OFF. OF AVP - INTERNAT.	G11
P5602	COORD.INSTRUCTIONAL TECHNOLOGY	ALL DEP - FA	G11
P5612	STUDENT RELATIONS COORDINATOR	OFF. OF DEAN - FA	G11

P5628	INSTRUCTIONAL DESIGNER	ALL DEP - JMSB	G11
P5723	ADVISOR, INTERNSHIP AND SERVICES AGREEMENTS	OFF. OF RESEARCH	G11
P5726	ANALYST, RECORDS MANAGEMENT	ARCHIVES	G11
P5753	FINANCIAL ANALYST	PERFORM	G11
P5754	INTERMEDIATE SYSTEMS ADMINISTRATOR	CENTRE FOR DIGITAL ARTS	G11
P5795	BANK RECONCILIATION SPECIALIST	ACCOUNTING OPER.	G11
P5804	THESIS ADMINISTRATOR	STUDENT AFF. - RGS	G11
P5828	ADVISOR, INTERNAL AWARDS	PROG. & AWARDS	G11
P5847	COORDINATOR, SIGNAGE	FACIL. PROJECT MANAGEMENT	G11
P5850	COMMUNITY FACILITATOR, SOCIAL MEDIA/DIGITAL	INTERNAL & WEB COMMUNIC.	G11
P5885	COORDINATOR, PROPERTY	Property Management	G11
P2182A	LAB. INST. ATHLETIC THERAPY	Health, Kinesiology and Applied Physiology	G11A
P2733A	LAB.INST.,ATHLETIC THERAPY	Health, Kinesiology and Applied Physiology	G11A
P1449	OFFICER STUDENT RECRUITMENT	STUDENT RECRUITMENT SERVICES	G12
P1456	DONOR REL AND STEWARD OFFICER	COMMUNICATIONS, OPERATION	G12
P1567	COORDINATOR GOVERNMENT RELATIONS	OFF. PRESIDENT	G12
P1573	NETWORK ADMINISTRATOR, INTERMEDIATE	NETWORK SERVICES	G12
P1582	REPORTING AND DATA ANALYST	INSTITUTIONAL PLAN. OFF.	G12
P1583	REPORTING AND DATA ANALYST	INSTITUTIONAL PLAN. OFF.	G12
P1585	ADVISOR, ACSD	ACSD	G12
P1612	SURVEY AND INFO. ANALYST	INSTITUTIONAL PLAN. OFF.	G12
P1640	COORDINATOR, BUILDING PERFORMANCE	Building Performance	G12
P1654	OFFICER, ADMISSIONS	ADMISSION SERVICES	G12
P1673A	GRADUATE STUDENT RECRUITMENT OFFICER	EXT. AFF. - JMSB	G12
P1674	ATHLETIC THERAPY CLINIC INSTRUCTOR	Athletic Therapy	G12
P1675	SYSTEM ADMINISTRATOR, INTERMEDIATE	INFRASTRUCTURE SERVICES	G12
P1688	COMMUNICATIONS ADVISOR, JMSB	MARKETING COMMUNIC.	G12
P1695	APPLICATIONS ANALYST, INTERMEDIATE	PERFORM IT & Operations	G12
P1696A	DEVELOPER, INTERMEDIATE	ADMIN. SYSTEMS	G12



P1703	DEVELOPER (INTERMEDIATE)	SYST. - LIBRARY	G12
P1713	DEVELOPMENT OFFICER, FACULTIES	DEVELOPMENT, FAS	G12
P1715	DEVELOPMENT OFFICER, FACULTIES	DEVELOPMENT, ENCS & FA	G12
P1717	DEVELOPMENT OFFICER, COMMUNITY PROGRAMS	ANNUAL GIVING	G12
P1722	CO-OP PROGRAM COORDINATOR	COOP. EDUCATION	G12
P1723	SYSTEM ADMINISTRATOR	AITS	G12
P1724	SYSTEM ADMINISTRATOR	AITS	G12
P1728	COORDINATOR, DIGITAL TECHNOLOGY	SYST. - LIBRARY	G12
P1731	DEVELOPMENT OFFICER, MAJOR GIFTS	SPECIAL INITIATIVES	G12
P1743	DESKTOP TECHNOLOGIES ANALYST - INTERMEDIATE	DESKTOP TECHNOLOGIES	G12
P1750	APPLICATION ADMINISTRATOR INTERMEDIATE	DBA GROUP AND QUALITY ASSURANCE	G12
P1751	APPLICATION ADMINISTRATOR INTERMEDIATE	DBA GROUP AND QUALITY ASSURANCE	G12
P1752	DEVELOPER, INTERMEDIATE	HRIS DEVELOPMENT AND SUPPORT	G12
P1753	DEVELOPER, INTERMEDIATE	FACULTY SYSTEMS	G12
P1754	DEVELOPER, INTERMEDIATE	STUDENT SYSTEMS	G12
P1755	DEVELOPER, INTERMEDIATE	FACULTY SYSTEMS	G12
P1758	DEVELOPER, INTERMEDIATE	STUDENT SYSTEMS	G12
P1759	DEVELOPER, INTERMEDIATE	FACULTY SYSTEMS	G12
P1760	DEVELOPER, INTERMEDIATE	HRIS DEVELOPMENT AND SUPPORT	G12
P1761	APPLICATION ANALYST, INTERMEDIATE	STUDENT SYSTEMS	G12
P1763	DEVELOPER, INTERMEDIATE	FACULTY SYSTEMS	G12
P1764	DEVELOPER, INTERMEDIATE	STUDENT SYSTEMS	G12
P1767	APPLICATION ADMINISTRATOR, INTERMEDIATE	DBA GROUP AND QUALITY ASSURANCE	G12
P1768	APPLICATION ANALYST, INTERMEDIATE	STUDENT SYSTEMS	G12
P1769	DATABASE ADMINISTRATOR, INTERMEDIATE	DBA GROUP AND QUALITY ASSURANCE	G12
P1771	INSTRUCTIONAL AFFAIRS ADMINISTRATOR	ADMIN. SERV. - ENCS	G12
P1790	AIS BUSINESS ANALYST - INTERMEDIATE	AIS	G12
P1791	NETWORK SECURITY ANALYST	NETWORK SERVICES	G12
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P1721	SR. ADVISOR, STRATEGIC RESEARCH INITIATIVES	OFF. OF RESEARCH	G14
P1756	DEVELOPER, SENIOR	ADMIN. SYSTEMS	G14
P1762	DATABASE ADMINISTRATOR, SENIOR	DBA GROUP AND QUALITY ASSURANCE	G14
P1800	SYSTEMS SPECIALIST	CIISE	G14
P1842	DEVELOPER, SENIOR	STUDENT SYSTEMS	G14
P1867	SENIOR DESKTOP TECHNOLOGY ANALYST	DESKTOP TECHNOLOGIES	G14
P1929	SENIOR BUSINESS ANALYST	SIS PLANNING & SUPPORT	G14
P1980	LEARNING AND STUDY SKILLS SPECIALIST	STUDENT SUCCESS CENTER	G14
P2347B	ENGINEERING SPECIALIST	ELECTRICAL & COMPUTER ENG	G14
P2659A	ENGINEER SPECIALIST	ELECTRICAL & COMPUTER ENG	G14
P2753A	ENGINEERING SPECIALIST	ELECTRICAL & COMPUTER ENG	G14
P2840	SR. SYSTEMS ADMINISTRATOR	AITS	G14
P3796	SPECIALIST, LEARNING AND STUDY SKILLS	STUDENT LEARNING SERVICES	G14
P3815C	HEALTH PROMOTION SPECIALIST	HEALTH SERVICES	G14

P4183A	SENIOR ENGINEER	Strategic Planning & Development	G14
P4463A	PROJECT MANAGER	Renovation Projects	G14
P4511A	LEARN. AND STUDY SKILLS SPEC MATH	STUDENT LEARNING SERVICES	G14
P4550	PROJECT MANAGER	Renovation Projects	G14
P4551A	HEALTH PROMOTION SPECIALIST	HEALTH SERVICES	G14
P4707	TELEPHONY SYSTEM ADMINISTRATOR, SENIOR	VOICE SERVICES	G14
P4831	FACILITIES DEVELOPMENT MANAGER	Strategic Planning & Development	G14
P4844	LEAD UX/IA DESIGNER	INTERNAL & WEB COMMUNIC.	G14
P4862	SENIOR NETWORK ADMINISTRATOR	NETWORK SERVICES	G14
P4882	DISABILITY ACCOMODATION SPECIALIST	ACSD	G14
P4986	SENIOR ANALYST, BUDGET PLANNING AND CONTROL	FINANCIAL PLANNING & BUDGETS	G14
P5205C	PROJECT LEAD, INTERNAL AUDIT	INTERNAL AUDIT	G14
P5716	PROJECT MANAGER	Infrastructure Projects	G14
P5719	SR. OPERATIONAL FIN. ANALYST	FINANCIAL PLANNING & BUDGETS	G14
P5740	LEAD, RECORDS MANAGEMENT	ARCHIVES	G14
P5752	LEAD ARCHIVES MANAGEMENT	ARCHIVES	G14
P5786	WEB DESIGNER USER EXPERIENCE	INTERNAL & WEB COMMUNIC.	G14
P5797	PROJECT MANAGER	FACIL. PROJECT MANAGEMENT	G14
P5812	ENGINEER, HVAC SYSTEMS	FACIL. PROJECT MANAGEMENT	G14
P5817	MANAGER, CONTRACTS PROPERTY MANAGEMENT	Contract Management	G14
P5827	ADVISOR, FINANCIAL AND COMPLIANCE, BENEFITS PORTFOLIO	OFFICE OF THE TREASURER	G14
P5834	SENIOR ANALYST, OPERATION	OFF. OF VP FINANCE	G14
P5848	SENIOR ADVISOR, SAFETY	ENVIRON. HEALTH & SAFETY	G14
P1676	SENIOR COMMUNICATIONS ADVISOR, VPRGS SECTOR	UNIVERSITY COMMUNIC. SERV	G14A
P1889	CAREER COUNSELLOR	CAREER & PLANNING SERVICES	G14A
P3797	COUNSELLOR	COUNSELLING & PSYCHOLOGICAL SERVICES	G14A

P3801	COUNSELLOR	CAREER & PLANNING SERVICES	G14A
P3807	COUNSELLOR	COUNSELLING & PSYCHOLOGICAL SERVICES	G14A
P3809	COUNSELLOR	COUNSELLING & PSYCHOLOGICAL SERVICES	G14A
P3810	COUNSELLOR	COUNSELLING & PSYCHOLOGICAL SERVICES	G14A
P4376	COUNSELLOR	COUNSELLING & PSYCHOLOGICAL SERVICES	G14A
P4377	COUNSELLOR	COUNSELLING & PSYCHOLOGICAL SERVICES	G14A
P4380	COUNSELLOR	COUNSELLING & PSYCHOLOGICAL SERVICES	G14A
P4405	COUNSELLOR	COUNSELLING & PSYCHOLOGICAL SERVICES	G14A
P4510A	COUNSELOR	COUNSELLING & PSYCHOLOGICAL SERVICES	G14A
P4607	COUNSELLOR	COUNSELLING & PSYCHOLOGICAL SERVICES	G14A
P4947	SENIOR COMMUNICATIONS ADVISOR, INST. AFFAIRS	INTERNAL & WEB COMMUNIC.	G14A
P5640	SR. ADVISOR, PLAN. AND STRATEGIC INITIATIVES	OFF. OF RESEARCH	G14A
P5796	SR. COMMUNICATIONS ADVISOR, STUDENT EXPERIENCE	MARKETING COMMUNIC.	G14A
P1570	SENIOR ADVISOR, PUBLIC AFFAIRS AND DEPUTY SPOKEPERSON	PUBLIC AFFAIRS	G14A

## **Appendix B      Extract of certificate of accreditation**

All individuals who are salaried employees within the meaning of the Labour code, who perform professional duties, and whose salaries are funded from the University's operating budget, excluding:

- those already subject to another accredited unit;
- those attached to the Rectorship (Offices of the Rector, Vice-Rectors and Secretary-General);
- those working for the teaching staff and Human Resources;
- those who occupy positions of a temporary nature, in the context of work surplus or special projects, for a period not exceeding six (6) consecutive months;
- professors, students and trainees;
- legal advisers;
- research assistants.

FROM:  
CONCORDIA UNIVERSITY  
1455 de Maisonneuve Blvd. West  
Montreal, Quebec H3G 1M8

Concerned institutions:      All of its institutions.  
File:                              AM9405S070.

## **Appendix C      Seniority list**

The list, accessible as provided by clause 13.07, forms an integral part of the present Collective Agreement.



**Appendix D      Sample Contract - Deferred Salary Leave**

**DEFERRED SALARY LEAVE CONTRACT**

between

**CONCORDIA UNIVERSITY**

(hereafter « University »)

and

**(Name of the employee)**

(hereafter « participating employee »)

**1. Definitions**

**Collective Agreement:** the Collective Agreement in effect between the University and the Concordia University Professional Employee's Union (CSN).

**Contribution Period:** period during which the Participating Employee contributes a portion of her/his salary to the DSLP in anticipation of the Leave.

**Deferred Salary:** the portion of the earnings that a participating employee requested the University withhold from his/her salary during the Contribution Period to be saved in anticipation of the leave during which these amounts, as well as the interests accumulated, will be paid.

**Deferred Salary Leave Plan (hereafter "DSLP"):** Plan allowing an employee to finance their leave by deferring a portion of their salary according to the fiscal regulations in force. The employee will therefore have a portion of their salary withheld during a determined period to benefit from a paid leave at a later date. The DSLP is not intended to provide retirement benefits or to defer income tax. The DSLP consists of a Contribution Period by the Employee, accompanied by a Leave Period.

**Earnings:** the regular annual salary received from the University by an eligible employee in a plan year.

**Eligible Employee:** any permanent Employee.

**Fund:** the trust fund established pursuant to the trust agreement with the Trustee to which deferred salary is paid by the University and from which payments are made to participating employees in accordance with the terms of the DSLP.

**Leave:** the period of time following the deferral period in which a participating employee is on an authorized leave of absence from employment with the University, during which he/she cannot accept nor receive an offer for any remunerated activities with the University.

**Participating Employee:** shall mean an eligible employee who has applied for and been granted participation in the DSLP.

**Participation Period:** Contribution Period plus the Leave.

**Plan year:** a period of twelve (12) consecutive months.

**Trustee:** shall mean a trust company incorporated under the laws of Canada or a Province.

## **2. Collective Agreement**

2.01 All clauses relating to the deferred salary leave contained in the Collective Agreement reached between the University and the Concordia University Professional Employee's Union (CSN), as per the text in effect at the time of signing of the present agreement, are deemed to be a part of the present agreement.

## **3. Deferred Salary**

3.01 During each plan year prior to the leave, the University will deduct the deferred salary from the participating employee's earnings and pay such amount to the Trustee to be held in the Fund. The deferred salary deduction shall be pro-rated over periodic payments of earnings made to the participating employee in the deferral period. In no case shall the deferred salary exceed thirty-three and a third percent (33 1/3%) of the participating employee's earnings. The product of the deferral period multiplied by the percentage of deduction shall not exceed one hundred percent (100%).

The Trustee shall establish and maintain on its books for the Fund a separate account for each participating employee. The Trustee shall hold and invest the deferred salary received in accordance with the provisions of the Trust Agreement. Investments will be placed in an account or investment that minimally guarantees the amount invested.

3.02 Prior to the end of each calendar year, the income earned on the aggregate amount of the deferred salary which is held by the Trustee in the participating employee's account and that is reasonable to believe that is the revenue for the year of the trust fund, will be paid out within the tax year.

3.03 The Trustee shall provide to each participating employee an annual report showing the aggregate of deferred salary held in trust in the employee's account, interest earned therein and payments, if any, made there from.

3.04 All amounts held for the participating employee shall be paid to the employee no later than the end of the first taxation year that commences after the end of the deferral period.

3.05 The participating employee's contributions will begin on \_\_\_\_\_ and end on \_\_\_\_\_.

3.06 Each year of the contribution period, the participating employee will defer \_\_\_\_ % of their salary.

#### **4. Income Tax**

4.01 During the contribution period, the University will make required deductions from a participating employee's earnings actually paid.

4.02 During the leave, the University will make required deductions from a participating employee's earnings actually paid.

#### **5. Salary and benefits during leave**

5.01 During the Leave, the participating employee :

- a) Continues to accumulate seniority;
- b) Is not eligible to benefits from the sick leave program or from the long term disability insurance plan;
- c) Can continue to participate in the University benefits program outlined in clause 37.01 by choosing which plan(s) he/she wishes to maintain during the leave, and at the condition of paying the required premiums and contributions, including those that would normally have been paid by the University, subject to the terms and conditions of these plans the participating employee will be paid the bi-weekly deferred salary held in his or her account in trust;
- d) can continue to accumulate recognized service for the purposes of the Concordia University Pension Plan if she chooses to maintain this plan per the previous subsection;
- e) is subject to all the provisions of the Collective Agreement, where applicable.

5.02 The contributions and premiums payable by the Participating Employee to maintain his/her participation in the different benefit programs provided in clause 5.01 are deducted from the payments made to the Participating Employee by the University during her/his leave.

5.03 In the event that the amounts paid during the Leave are insufficient to allow for the withholding at the source of the contributions to the Concordia University Pension Plan or to the applicable benefit program(s), the Participating Employee must pay the contributions or premiums in advance to the University, at the start of each trimester of the Leave.

5.04 The Participating Employee must notify the University at least one (1) month prior to the start of her/his leave, of her/his intention to maintain or not her/his participation in the different benefit programs specified in clause 5.01, whichever is the case

## **6. Withdrawal**

6.01 A participating employee who, at any time during his or her participation in the DSLP:

- a) ceases to be employed by the University;
- b) retires; or
- c) dies;

is deemed to have withdrawn from the DSLP effective as of the moment they cease to be employed by the University, the retirement or the death.

6.02 A participating employee may withdraw from the DSLP at any time during the deferral period upon one (1) month's prior written notice to the University.

6.03 Upon withdrawal, pursuant to clauses 6.01 and 6.02, the participating employee, or his or her estate, shall receive within thirty (30) days following the withdrawal or the receipt of the notice of such withdrawal, as the case may be, the entirety of the sums that are in the trust fund. This payment is subject to all applicable income tax deductions.

6.04 The contribution period to the DLSP is suspended for the duration of maternity leave, paternity or parental leave provided in Article 30 of the Collective Agreement, as well as during the absence for preventative withdrawal, work accidents, long term disability, study leave, or authorized leave without pay. However, the duration of the suspension does not have for effect to prolong the total contribution period including the interruption period for more than the period of six (6) years following the day of the first instalment differed for the purpose of the leave.

During such suspension, the indemnity, the allowance, the supplementary allowance or the salary to which the employee is entitled, whichever the case may be, shall be established based on what would be paid if he/she was not participating in the DLSP.

## **7. Postponement**

7.01 The University may request, if necessary, that a participating employee entitled to said leave defer the leave from the agreed plan year of leave. The University shall notify the participating employee of such a requirement at least six (6) months prior to the leave. In the event of such postponement, the University shall pay to the participating employee the amount of any payment, any non-refundable deposit and any other associated costs made by the participating employee towards enrolment in an educational institution. For this purpose, the participating employee shall present to the University official receipts from the institution and elsewhere to support his or her claim for payment.

7.02 A participating employee may request that the University defer the leave from the agreed plan year of leave. Such requests shall be made by the participating employee at least six (6) months prior to the date at which the leave was to commence. The University may accept requests after such time at its discretion.

7.03 Any postponements made under this Article 7 shall not:

- a) be for more than one (1) year;
- b) be demanded of or by the participating employee more than once;
- c) postpone the start of the leave later than six years following the day of the first instalment differed for the purpose of the leave.

**8. Period of the leave**

- 8.01 The participating employee will not receive any salary from the University for the length of the leave, except for what is due for the deferred salary leave.
- 8.02 The leave of the participating employee will begin on \_\_\_\_\_ and end on \_\_\_\_\_.
- 8.03 During the leave, the participating employee receives the sums accumulated in the Funds, in equal instalments at each regular pay period.
- 8.04 During the leave, the amounts paid to the participating employee are taxable and prescribed deductions apply.

**9. Return to work**

- 9.01 The participating employee agrees to return to work for the University and remain in its service for a period equal to the length of the leave.

**Effective date**

- 10.01 The current contract shall come into effect upon its signature.

IN TESTIMONY WHEREOF, the parties have signed in Montreal, Province of Quebec, this \_\_\_\_\_ day of \_\_\_\_\_.

**For the University**

**Participating employee**

\_\_\_\_\_

\_\_\_\_\_

## Appendix E Letters of Agreement

1. The following letters of agreement will not be carried forward as they are irrelevant to the future Collective Agreements:

<b>Subject</b>	<b>Date of signature</b>
Working conditions of Mr. JD	1990
Modification of the list of employees voting for the accreditation request	October 21, 1993
Allowance of a union liberation bank of hours	February 5, 1996
Transaction and discharge for termination of employment of Mr YM	November 12, 1996
Allowance of a union liberation bank of hours	June 17, 1997
Transaction and discharge for termination of employment of Ms. ML	May 22, 1998
Transaction and discharge for termination of employment of Ms. MS	December 4, 1998
Conversion of temporary positions to permanent positions	January 20, 1999
Temporary agreement regarding premiums paid to employees who are promoted	February 25, 1999
Terms and conditions of granting of premiums and salary adjustments	June 28, 1999
Special allowance for computer science and information technologies professionals	July 8, 1998
Transaction and discharge for termination of employment of Mr. YB	January 21, 2000
Transaction and discharge for termination of employment of Ms. SB	August 28, 2000
Working conditions of Mr. JD	August 2000
Transaction and discharge for termination of employment of Ms. LdG	December 14, 2000
Salary increases and extension of the collective agreement until 2002	December 14, 2000
Transaction and discharge for termination of employment of Ms. TS	February 27, 2001
Transaction and discharge for termination of employment of Mr. RN	July 23, 2001
Transaction and discharge for termination of employment of Mr. MM	November 7, 2001
New grades for graduate nurses	December 20, 2001
Special allowance for computer science and information technologies professionals	May 2002
Parental leaves	June 17, 2002
Transaction and discharge for termination of employment of Ms. CM	June 28, 2002
Transaction and discharge for termination of employment of Mr. OeD	July 11, 2002
Part-time leave of Ms. SA	August 2, 2002
Agreement to resolve conflict between Ms. T and Ms. S	August 2, 2002
Salary adjustments for LL, MG, KF, KP, et JD.	October 24, 2002
Transaction and discharge for termination of employment of Mr. HB	November 13, 2002
Transaction and discharge for termination of employment of Ms. LT	April 16, 2003
Transaction and discharge for termination of employment of Ms. HW	August 7, 2003
Change of affiliation of a position	October 20, 2003
Termination of compensation program for IT professionals	October 28, 2003

Transaction and discharge for termination of employment of Ms. BB	June 22, 2004
Status change of Mr. SC	June 23, 2004
Transaction and discharge for termination of employment of Mr. RR	August 25, 2004
Transaction and discharge for termination of employment of Ms. HM	October 8, 2004
Transaction and discharge for termination of employment of Mr. JL	December 9, 2004
Transaction and discharge for termination of employment of Mr. YA	June 22, 2005
Transaction and discharge for termination of employment of Ms. CL	May 29, 2006
Temporary assignment of Mr. BI	November 14, 2006
Settlement of union grievance 05-09	February 27, 2007
Transaction and discharge for termination of employment of Ms. HC	August 27, 2007
Changement de statut de M. EM	October 3, 2007
Transmission of the list of casual and temporary employees	October 16, 2007
Status change of Mr. SM	December 7, 2007
Reclassification of a position and retirement of Mr. JF	December 21, 2007
Inclusion of the position of Ms. HV in the bargaining unit	January 31, 2008
Permanent position granted to Mr. VE	February 5, 2008
Transaction and discharge for termination of employment of Mr. RP	February 18, 2008
Position granted to Mr. CU	May 9, 2008
Transaction and discharge for termination of employment of Mr. MS	May 27, 2008
Indemnity paid to Mr. GS	June 12, 2008
Transaction and discharge for termination of employment of MS. CH	June 27, 2008
Extension of delay provided in letter of agreement #6	July 3, 2008
Position granted to Mr. MP	November 27, 2008
Inclusion of the position of Mr. MM in the bargaining unit	May 15, 2009
Modification of article 39.05	June 30, 2009
Extension and modification of the collective agreement	July 6, 2009
Modification of the provisions regarding employment security	July 6, 2009
Transaction and discharge for termination of employment of Mr. PK	July 9, 2009
Position granted to Mr. SC	October 15, 2009
Settlement of grievances regarding granting of additional steps to some employees and salary adjustments	November 27, 2009
Position granted to Mr. AS	January 19, 2010
Transaction and discharge concerning termination of Mr. KV	February 17, 2010
Position granted to Ms. CG	May 21, 2010
Letter of agreement #5 regarding summer schedule	
Letter of agreement #6	
Letter of agreement #7 regarding the accumulation of vacation during parental leave	
Letter of agreement #9	
Letter of agreement #10 concerning job posting	
Deduction of union dues on lump-sum payments granted according to clause 39.05 of collective agreement	April 2, 2008

Letter of agreement #5 concerning Differed Salary Leave, Seniority and seasonal employees	December 16, 2013
Letter of Agreement #7 concerning Professional Enrichment	December 16, 2013
Letter of Agreement #10 concerning personal leave	December 16, 2013
Letter of Agreement #11 concerning the Trailer clause	December 16, 2013
Letter of Agreement #6 regarding temporary employees (...) and updating job profiles	December 16, 2013
Letter of Agreement #9 regarding Mr. JD	August 2000
Letter of Agreement 2017-005 Relative to the Application of Clause 29.02	June 12, 2017
Letter of Agreement #2017-006 Tow Clause (“Clause Remorque”)	June 12, 2017

2. The following letters of agreement will be carried forward for the duration of the next Collective Agreement :

<b>Subject</b>	<b>Date of signature</b>
Withdrawal by the University of periods without vacation for the personnel of IITS	July 22, 2008
Letter of Agreement #1 concerning acquired rights for Chaplains	
Letter of Agreement #2 concerning a procedure for harassment complaints	
Letter of Agreement #3 concerning educational equivalencies	
Letter of Agreement #4 regarding compensation for head coaches	
Letter of Agreement #12 University Communications Services: Priority Services Suppliers	2012
Letter of Agreement #2017-001 regarding the job classification system	September 17, 2015
Letter of Agreement 2017-002 Regarding work organization	March 30, 2016
Letter of Agreement 2017-003 Regarding the implementation of pilot projects on the organization of work hours	March 30, 2016
Letter of Agreement 2017-004 Relative to seasonal employees	June 12, 2017

3. The letter of agreement concerning Mr. Brian Chiu is not attached to the Collective Agreement but is kept in his personal file;
4. Any letter of agreement signed subsequently will be a part of the present Collective Agreement.



## **Letter of Agreement 1    Concerning Acquired Rights for Chaplains**

Chaplains have acquired the right to take a paid leave of up to five (5) days each year to attend a religious or spiritual retreat. Such a leave is over and above all other leaves set out in the Collective Agreement.

## **Letter of Agreement 2 Concerning a Procedure for Harassment Complaints**

The parties agree to temporarily suspend the application of clause 7.07 and to replace it by the following procedure:

### **Preamble**

If, in the opinion of an employee, there has been harassment, the following procedure does not prevent the employee from temporarily leaving the work place and seeking immediately counsel from a union representative or from discussing the situation with his/her immediate supervisor.

### **Procedure**

- a) The employee who believes he/she has been harassed may submit a grievance under the terms of the Collective Agreement or, if he/she wishes, submit a complaint to the university facilitator who reports directly to the President's Cabinet. Depending on whether he/she submits a grievance or a complaint, the University or the Facilitator may remove the employee from his/her position or reassign him/her without loss of salary or benefits, until the investigation is completed and a solution has been proposed and put in place.
- b) Complaints should be submitted as soon as possible, but at the latest within two (2) years of the supposed incident or of its discovery.
- c) Subsection 11.01 j) will apply for meetings with facilitator or the assessors.
- d) Should the employee choose to submit his/her complaint to the facilitator, the latter must, within three (3) working days following the submission of the complaint, assign an assessor, that is to say, a person external to the university, trained in the field, to investigate the complaint and to prepare a report and, if warranted, make recommendations to correct the situation. The employee and the Union are advised in writing of the appointment of the assessor. The assessor must submit his/her report to the facilitator, with copies to the employee, the Union, and the University, within ten (10) working days of his/her appointment, unless the parties and the person making the complaint agree to extend the delay.
- e) If the recommendations are accepted by the employee, the Union, and the University, they are implemented.
- f) If the employee is not satisfied with the recommendations or if the University refuses to implement the recommendations that have been otherwise accepted by the employee and the Union, he/she may resort to the grievance and arbitration procedure as set out in Article 12.
- g) If he/she wishes, the employee may be accompanied by a union representative at each step of the procedure. If an employee submits his/her complaint directly to the facilitator, the Union is informed of the complaint unless the employee objects.

- h) In the case of conflicts between members of the Union, the Union may appoint another person to act on behalf of the employee against whom the complaint has been made.
- i) At any point, the employee may withdraw from the above described procedure and opt for the grievance and arbitration procedure.

The present agreement remains in effect for the duration of the present Collective Agreement.

### **Letter of Agreement 3 Concerning Educational Equivalencies**

1. This agreement modifies the application of clause 17.04 insofar as a candidate for a position may not meet the educational requirements as listed in the job posting.
2. An employee who is permanent on September 1, 2002 may apply for a position requiring academic credentials superior to the ones he/she holds provided that he/she is within two (2) years or less (full-time) of acquiring the required degree.
3. If the employee obtains the position, the appointment will be conditional on the successful completion of the following courses within a seven-year period:

Relevant professional training of 5 courses, up to two hundred and thirty (230) hours, related to the responsibilities of the position in accordance with an agreement reached by the employee, the immediate supervisor and Department of Human Resources and Employee Relations. If the employee has the equivalent of one or more of these courses, as determined by Department of Human Resources and Employee Relations, then the employee will not need to take these particular courses.

4. Upon appointment, the employee and the Union sign an agreement that confirms the conditional nature of the appointment and stipulates that, if the conditions are not fulfilled, the salary increase will be reduced proportional to the number of courses not successfully completed. As well, the employee will not be allowed to avail himself/herself of this letter of agreement until he/she has successfully completed all the required courses.
5. Notwithstanding point 2 of this agreement, an employee having employment security whose position is abolished will be deemed to hold the educational level normally required for the abolished position.
6. An employee who applies for a position at the same grade level is deemed to satisfy the normal educational requirements for that grade level.
7. This agreement does not apply to a Masters degree (or greater), specialized technical diplomas, or professional diplomas (for example: Engineering, Law, Architecture).
8. This agreement does not apply to other requirements such as language and computer proficiency levels.
9. The University liberates the employee for the number of course hours.
10. Employees who meet the criteria of this agreement may, in anticipation of applying for a position inside or outside the bargaining unit, obtain liberation time for the number of course hours required for a conditional appointment to a position.
11. Diplomas, certificates, or degrees obtained prior to the establishment of CEGEPS in

Quebec (1967), non-credit courses in professional schools, professional diplomas, as well as diplomas obtained outside Quebec or Canada will continue to be examined by Human Resources and Employee Relations and considered for educational equivalencies.

**Letter of Agreement 4 Regarding Compensation for Head Coaches**

1. Positions of Head Coach will continue to be permanent positions filled by temporary incumbents hired on a contractual basis. The duration of contracts may be from one (1) to five (5) years.
2. The exception to the above is Mr. John Dore, who will continue to be a permanent employee in a permanent position with all rights, entitlements and obligations that this provides;
3. A Head Coach will not be eligible for conversion as provided in clause 41.01.
4. Due to the nature of the position, a Head Coach’s hours of work vary. Their hours of work are not limited by the regular work week, and Head coaches are not eligible to the payment of overtime. Each Head Coach shall agree with his supervisor on a planned work activities schedule on a two-month basis.
5. The head-coach positions are not governed by the job evaluation program and no grade shall be granted to those positions.

The following salary scale will become in effect on the first Monday following the signature of the Collective Agreement, with retroactive effect as of January 1, 2018:

	Step									
	1	2	3	4	5	6	7	8	9	10
Ref : August 31, 2017	\$67,784.56	\$71,290.84	\$74,797.11	\$78,303.35	\$81,809.62	\$85,315.89	\$88,822.14	\$92,328.39	\$95,834.67	\$99,342.06
<b>January 1, 2018</b>	\$69,140.25	\$72,716.66	\$76,293.05	\$79,869.42	\$83,445.81	\$87,022.21	\$90,598.58	\$94,174.96	\$97,751.36	\$101,328.90
<b>June 1st 2018</b>	\$71,753.37	\$75,464.95	\$79,176.51	\$82,888.05	\$86,599.60	\$90,311.17	\$94,022.71	\$97,734.25	\$101,445.83	\$105,158.57
<b>June 1st 2019</b>	\$73,475.45	\$77,276.11	\$81,076.75	\$84,877.36	\$88,677.99	\$92,478.64	\$96,279.26	\$100,079.87	\$103,880.53	\$107,682.38
<b>June 1st 2020</b>	\$75,385.81	\$79,285.29	\$83,184.75	\$87,084.17	\$90,983.62	\$94,883.08	\$98,782.52	\$102,681.95	\$106,581.42	\$110,482.12

6. A Head coach whose salary, the day preceding an increase in salaries and salary scales, is above the maximum for the scale for his/her grade on the day of the increase does not receive an increase in salary. Instead, he/she receives a lump sum payment equal to his/her salary multiplied by the percentage increase in the salary scales. This lump sum is distributed over the pay periods between June 1st and May 31st of the following year.

When the maximum salary of the scale reaches the Head Coach’s out-of-range salary, he/she receives the new maximum salary for the grade. However, if the salary increase he/she receives is less than his/her salary the day preceding the increase multiplied by the percentage increase in the salary scales, he/she receives the difference in the form of a lump sum payment. This lump sum is distributed over the pay periods between June 1<sup>st</sup> and May 31st of the following year.

7. The contributions to the pension plan are calculated on the salary and the lump sum payment in lieu of the annual increase. These are the elements that constitute the basis for all benefit calculations.
8. Except for Mr. John Dore, who is covered by all benefits applicable to permanent employees, as described in subsections 37.01 a) and c) of the Collective Agreement, Head Coaches are eligible to participate in the following benefits plans:
  - a. Pension plan for employees of Concordia University;
  - b. Health Care Insurance;
  - c. Basic Life Insurance;
  - d. Accidental Death and Dismemberment Insurance;
  - e. Optional Life Insurance;
  - f. Optional Dependant Life Insurance;
  - g. Registered Retirement savings Plan;
  - h. Dental plan;
  - i. Vision plan;
  - j. Sick leave, as provided in Article 41 of the Collective Agreement.
9. The Collective Agreement between the Parties hereto applies to Head Coaches, except for the following articles or clauses:
  - Clauses 17.01 to 17.06 inclusively, except that Head coaches may apply for, and be awarded, other positions in the bargaining unit under the provisions of Article 17;
  - Article 24, except for clauses 24.05, 24.06, and 24.08 to 24.11 inclusively;
  - Article 26, except clause 26.04;
  - Article 39
  - Clauses 40.03, 40.04 (Except that, upon hire, the new Head Coach and the Union shall be informed of the job profile, the step placement and the reason for that placement), 40.06, and 40.12;
  - Clause 41.01;
  - Appendix 1.
10. Notwithstanding the provisions of Article 41 of the Collective Agreement between the Parties hereto, Head coaches shall be eligible for Professional Development and training as described in Article 10, section C of the Collective Agreement between the Parties hereto.

**Letter of agreement 12 University Communications Services: Priority Services Suppliers**

**Between Concordia University “The University”**

**And Concordia University Professional Employee Union “The Union”**

**WHEREAS** the Union has filed grievance **10-03** contesting the termination of employ by the University of Mrs Deborah Van Slet and claiming the conversion of her position to a permanent position with all rights and privileges pertaining;

**WHEREAS** the Union has filed grievances **10-05** (Erika Kierulf), **10-05** (Emily Gan), **10-06** (Jackie Gallant), **10-07** (Anne-Renée Hotte), **10-08** (Josée Pedneault), **10-09** (Sabrina Ratté) and **10-10** (Dayna McLeod) claiming the inclusion of these employees inside of the bargaining unit with all the rights and privileges pertaining;

**WHEREAS** the Union has filed grievance **10-02** disputing the lay-off of Ms. Marion Elissalde and claiming the conversion of her position in a permanent position with all the rights and privileges pertaining and the grievance **11-01** disputing that Ms. Elissalde has not been offer a position for which she was the most competent even though her name was on the call-back list,

**WHEREAS** the University requires photography, videography, sound editing and graphic design service on an irregular basis;

**WHEREAS** the parties agree to settle the grievances mentioned above;

**WHEREAS** the parties wish to settle completely and definitively any dispute related to the employ or termination of employ of all the persons mentioned above;

The parties agree to the following:

1. The preamble is an integral part of the present letter of agreement;
2. The provisions relating to the termination of employment of the persons mentioned in the preamble are specified in distinct documents, attached in appendix 1, to which the University, the Union and the persons mentioned above are parties;
3. In the event that the University observes a significant increase in the needs of the University Communications services in terms of photography, videography, sound editing or graphic design that justifies the creation of permanent full time or part time positions required on a regular basis, the University will create to position and notify, in writing, the persons mentioned in paragraph 4 of this agreement in order to allow them to apply;
4. The University agrees, for a duration of two (2) years after December 9, 2011, that Ms. Deborah Van Slet, Erika Kierulf, Emily Gan, Jackie Gallant, Anne-Renée Hotte, Josée Pedneault, Sabrina



Ratté, Dayna McLeod and Marion Elissalde, are granted photography, videography, sound editing and graphic design assignment by University Communications Service, as non-unionized external suppliers, as long as:

- a) they have the knowledge, the required equipment and the needs to fulfil said tasks and responsibilities; and
  - b) they maintain the qualifications related to said tasks and responsibilities; and
  - c) they must be available to offer those services when they are invited to by the University;
  - d) they can supply the service within the delays and quality standards established by the University;
  - e) there is an agreement between the University and the designated person concerning the compensation for the services supplied;
5. The University will call on the persons mentioned above in rotation, by alphabetical order depending of their area of expertise;
  6. When one of the persons mentioned in paragraph 4 refuses an assignment, the person remains eligible for future assignments in the next rotation;
  7. The persons mentioned in paragraph 4 must submit a list of their equipment and services they can supply to the University Communication Services. These persons are responsible to advise the University Communication Services every six (6) months in the event that they become eligible to other kind of contract of photography, videography, sound editing or graphic design;
  8. The person mentioned in paragraph 4 who accepts a mandate and who cannot fulfill it without any valid reason, within the prescribed delay of realisation or quality standards established by the University, can be withdrawn from the priority list specified in paragraph 4 above. In that case, the person will be notified in writing of the reasons for which she does not appear on said priority list anymore;
  9. During a period of two years following the signature of the present agreement, the University will twice a year submit a list to the Union consisting of the mandates offered by University Communications Services to the persons mentioned in paragraph 6, and whether the mandate was accepted or declined, as well as the nature of each mandate;
  10. Notwithstanding clauses 4.02 and 19.01 of the collective agreement, the University Communications Services may assign tasks related to photography, videography, sound editing and graphic design to the persons mentioned in paragraph 4 above or, should they not meet the conditions mentioned in paragraph 4, to other external service providers provided that :
    - a) this does not cause the lay-off, demotion or bring a reduction of working hours for permanent or temporary employees who hold related positions,

- b) these services continue to be required on an irregular basis for continuous periods of six (6) months or less;
11. This agreement constitutes a transaction in accordance with the provisions of article 2631 and following of the Civil Code of Quebec;
  12. Should the Union believe that the University, in awarding contracts, did not respect the priority list mentioned in paragraph 4 above, it can raise the matter for discussion at the Labour Relations Committee. If the matter remains unresolved after the aforementioned discussion, the Union may refer the matter directly to an arbitrator as per clauses 12.11, 12.13 and 12.14 of the current collective agreement. In such a case, the arbitrator's authority shall be limited to awarding a reasonable compensation to the person who met all the criteria set out in paragraph 4 above and whose name was determined by the rotation who lost professional earnings as a result of the University's action;
  13. Upon the signing of the present agreement, the parties will forward a copy of the present letter of agreement to arbitrator Frumkin for grievances 10-03 and 10-12 and to arbitrator Tousignant for grievances 10-04, 10-05, 10-06, 10-07, 10-08, 10-09 and 10-10 so that they take note of the settlement;
  14. The parties acknowledge that they have requested and are satisfied that this Agreement be drawn up in the English language. However, the parties agree that the French version is the official version. Les parties aux présentes reconnaissent avoir requis que la présente entente soit rédigée en Anglais. Toutefois, les parties reconnaissent que la version française est la version officielle.

**Letter of agreement 2017-001      Regarding the job classification system**

**Between**      Concordia University (“The University”)

**And**            Concordia University Professional Employees’ Union (CSN) (“The Union”)

**Whereas**      the Pay Equity exercise was completed in March 2011;

**Whereas**      the employer is required to conduct Pay Equity maintenance in 2016;

**Considering** the principles and obligations arising from Pay Equity;

**Whereas**      both parties aim to ensure the fair treatment of all the employees;

**Whereas**      the classification system includes the questionnaire, the classification plan, and the weighting.

**The parties have agreed to the following:**

1. To form a joint committee for the revision of the classification system, at the latest three (3) months following the signing of the Collective Agreement;
2. The committee will consist of six (6) individuals, which is to say, three (3) individuals from each of the parties;
3. It is understood that at least two (2) representatives for the Union will be employees of the University;
4. It is also understood that either of the parties may invite an external resource person to be present at a committee meeting, upon reasonable notice sent to the other party;
5. Generally speaking, the committee will hold its meetings on a monthly basis. The employees are liberated without loss of pay to attend said meeting. The liberation hours for the Union representatives, so that they may attend said meetings, will not be deducted from the bank provided for in clause 11.10;
6. The committee’s mandate is to reflect on the existing classification system (JEP) and on the salary structures currently in place as well as on potential modifications to them;
7. It is understood that the members of the committee will respect the confidential nature of the information shared in relation to the job evaluation program;
8. The committee can, for instance, recommend a process that would result in a single salary structure which complies with the results of the Pay Equity exercise;
9. The committee can recommend the inclusion of the proposed modifications to the classification system (the job evaluation tool) in the Collective Agreement;

10. The committee will evaluate the costs associated with the implementation of these recommendations;
11. Each party will need to obtain the approval of their respective principles with respect to the recommendations to be presented by the committee;
12. In the eventuality of joint recommendations, the parties will agree on the modifications to the Collective Agreement;
13. In case of a disagreement between the parties as to the recommendations, it is understood that the discussions may be resumed during the next round of collective bargaining between the University and the Union.
14. The committee will be diligent with regards to the achievement of its work and agree to submit its recommendations within eighteen (18) months following the implementation of said committee.

## **Letter of Agreement 2017-002      Regarding work organization**

Considering the will of the parties to start a conversation on the ways to improve the work organization, whilst respecting the responsibilities of the managers;

The parties agree to the following:

1. Not later than three (3) months after the signature of the Collective Agreement, a joint committee on work organization is formed.
2. This committee is composed of four (4) individuals, which is to say two (2) individuals from each of the parties.
3. If needed, each party may invite an external resource person to participate to one or several meetings, upon the agreement of the other party and upon reasonable notice to the other party.
4. The mandate of the committee is to implement one or several projects of work organization with the goal of improving the efficiency as well as the quality of service and to enrich the professional life and improve the work satisfaction of the employees. More specifically, the committee must, particularly:
  - a. identify the issues on which the University and the Union agree to work ;
  - b. identify the departments or units that might be interested in participating to a work organisation improvement project, upon the approval of the Head of the department or unit ;
  - c. propose to the management team and the employees an outline, a calendar, the follow-up measures, the tools and resources offered (expertise, consultant, budget, etc.) to complete the project ;
  - d. review the assessment of each project and share the results with the parties.
5. The committee determines a calendar of the meetings that will be held at least once a month except for the summer period (July and August). The employees are liberated without loss of salary to participate in said meetings. These liberation hours are not deducted from the bank provided for in clause 11.10.
6. The projects must not aim, in any case, at laying off employees or reduce their compensated hours.

This agreement is in effect for eighteen (18) months following the implementation of the committee.

**Letter or Agreement 2017-003  
organization of working hours**

**Regarding the implementation of pilot projects on the**

The parties agree to start a conversation on the possibility of experimenting through one or several pilot projects on certain forms of organisation of the work hours, for instance, flexible work hours or compressed schedules, in the objective of improving work satisfaction, understanding that the arrangement proposed must maintain an efficient work organisation and the quality of service, as well as the necessary collaboration between colleagues, while respecting the responsibilities of the managers.

The parties agree to the following:

1. Not later than three (3) months after the signature of the Collective Agreement, a joint committee on the organization of working hours is formed.
2. This committee is composed of four (4) individuals, which is to say two (2) individuals from each of the parties.
3. If needed, each party may invite an external resource person to participate to one or several meetings, upon the agreement of the other party and upon reasonable notice to the other party.
4. The committee determines a calendar of the meetings that will be held at least once a month except for the summer period (July and August). The employees are liberated without loss of salary to participate in said meetings. These liberation hours are not deducted from the bank provided for in clause 11.10.
5. The mandate of the committee is :
  - a. To identify the departments, units or groups of employees that might be interested in participating to pilot projects, upon the approval of the Head of the department or unit ;
  - b. to propose forms of organisation of work hours that could be the object of a pilot project;
  - c. to propose the parameters of the work hours organisation project to be experimented and the indicators on the basis of which the project will be assessed, as well as the duration of the pilot project ;
  - d. to propose a communication plan to the attention of the employees ;
  - e. to propose adjustments, if appropriate ;
  - f. to share the results with the parties at the end of the pilot project.

This agreement is in effect for eighteen (18) months following the implementation of the committee.

**Letter of Agreement**

**Between**

**Concordia University**

**(hereafter « University »)**

**and**

**Concordia University Professional Employees Union (CSN)**

**(hereafter « Union »)**

**WHEREAS** the University and the Union have agreed during the negotiation of the renewal of the Collective Agreement expiring May 31, 2010, to form a committee to have a discussion regarding seasonal employees' working conditions;

**WHEREAS** the University and the Union agreed to clarify seasonal employees' working conditions;

**WHEREAS** seasonal employees are considered to be permanent part-time employees;

**THE PARTIES HAVE AGREED TO THE FOLLOWING :**

1. The preamble is an integral part of this letter of agreement.
2. The clauses of the collective agreement apply in consideration of the specifications hereafter.
3. For clarification purposes, seasonal employees are employees that perform the duties for a seasonal position which requires work for a period inferior to twelve (12) months over successive years of employment.
4. When the collective agreement provides benefits calculated on a proportional basis for part-time employees, for seasonal employees, they are calculated proportionally to the percentage of time worked during a regular year of work.
5. The University determines, at the time of posting, the duration of the work required annually that will be associated to the seasonal position. The seasonal employee is informed in advance of the start and end date of the annual work period. In the event of changes to the operational needs, this period may be modified by advising the employee in writing thirty (3) days in advance. Failing to advise the employee thirty (30) days in advance, the start or end date may be modified upon agreement between the employee and his or her immediate supervisor.

6. In the event that the University abolishes a permanent seasonal position and that the employee in this position has employment security, the terms of Article 14 of the Collective Agreement shall apply, with the following conditions :
  1. If the permanent seasonal employee opts for a severance indemnity, as provided in clause 14.03, the following conditions apply for the calculation of the indemnity :
    - i. Years of service include the period that isn't worked;
    - ii. The annual salary is the salary paid for the period normally worked plus the period corresponding to vacation pay.
  2. If the seasonal employee opts for employment security, his or her period of paid employment security corresponds to the period normally paid during a normal year (worked period plus period corresponding to vacation pay).
7. Vacation days are paid at the end of the period of work, in accordance with the terms of clause 29.04 and the contributions to the benefits program for the corresponding period are maintained for the employee and the University. Notwithstanding what precedes, the seasonal employee may avail him or herself of ten (10) days of vacation during the period worked upon agreement with his or her immediate supervisor regarding the dates. If the operational needs allow it, the immediate supervisor can authorize the seasonal employee that makes the request to use more vacation days during their work period. In that case, the payment of vacation days will be reduced by the equivalent number of vacation days used.
8. Tuition fee waivers provided in article 33 of the Collective Agreement are prorated to the duration of the seasonal employee's work. The waivers may be used during the period not worked.
9. The seasonal employee may, if he or she wishes, maintain his or her participation in the University collective insurance plan (except for long term disability insurance) during the period not worked. In such a case, the employee and the University will contribute their respective portion of premiums.
10. The seasonal employee may if he or she wishes, avail him or herself of the possibility to spread out their annual salary over the full year, including the period during which they are laid off. To do so, the employee must inform Payroll Services in writing thirty (30) days before the beginning of their yearly work period. In such a case, the participation of the employee in the collective insurance plan is maintained over the full year and the employee as well as the University contribute their respective portions of the premiums. However, premiums paid by the University for the long term disability insurance are laid out over the full year.
11. For the purpose of the applying paragraph 30.18 c), the period not paid is considered an unpaid leave.



**Between**            **Concordia University (“the University”)**

**And**                **The Concordia University Professional Employees’ Union (“CUPEU”)**

**Collectively**     **the “Parties”**

**WHEREAS**        the 2015-2017 Collective Agreement provides in clause 28.07 a) an employee may be absent from work, without pay, for 10 days per year to fulfill obligations relating to the care, health or education of his child or his spouse’s child, or because of the state of health of his spouse, father, mother, brother or sister or grandparents;

**WHEREAS**        the Parties have agreed to settle in an amicable manner any issue resulting from the exchanges related to clause 28.07 a) during the negotiations for the renewal of the 2015-2017 Collective Agreement.

The Parties agree have agreed as follows:

1. The preamble is an integral part of this letter of agreement;
2. As of June 1, 2021, clause 28.07 a) will be modified as follows:

An employee may be absent from work, without pay, during ten (10) days per year to fulfill obligations related to the care, health or education of her/his child or the child of her/his spouse, or due to the state of health of a relative or a person for whom the employee acts as a caregiver, as attested by a professional working in the health and social services sector and governed by the Professional Code (chapter C-26).

Relative means, in addition to the employee’s spouse, the child, father, mother, brother, sister and grandparents of the employee or the employee’s spouse as well as those persons’ spouses, their children and their children’s spouses. The following are also considered to be an employee’s relative:

- a person having acted, or acting, as a foster family for the employee or the employee’s spouse;
- a child for whom the employee or the employee’s spouse has acted, or is acting, as a foster family;
- a tutor or curator of the employee or the employee’s spouse or a person under the tutorship or curatorship of the employee or the employee’s spouse;
- an incapable person having designated the employee or the employee’s spouse as mandatary;
- any other person in respect of whom the employee is entitled to benefits under an Act for the assistance and care the employee provides owing to the person’s state of health.

From these ten (10) days, two (2) are taken without loss of pay, and the others are without pay.

The leave may be divided into days. A day may also be divided if the employer consents thereto.

The employee must advise the employer as soon as possible and take reasonable steps within his power to limit the leave and the duration of the leave.

The employee can agree with his immediate supervisor to work compensatory hours, in which case the leave will be without loss of pay.

3. The present letter of agreement is made without prejudice and shall not constitute a precedent which can be invoked by either Parties;
4. This agreement shall be governed by, interpreted and construed in accordance with the laws of Quebec and constitutes a transaction according to the Civil Code of Quebec;
5. The Parties have agreed that the French version of this letter of agreement is the official version;
6. The letter of agreement will come into effect as of June 1, 2021.