

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**SYNDICAT DES EMPLOYÉ(E)S DE SOUTIEN DE L'UNIVERSITÉ  
CONCORDIA – SECTEUR TECHNIQUE (CSN)  
CONCORDIA UNIVERSITY UNION OF SUPPORT STAFF-TECHNICAL SECTOR (CSN)**

**AND**

**CONCORDIA UNIVERSITY**

**In effect until May 31, 2023**



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

1.01 The purpose of the collective agreement is:

- a) To promote orderly relations between the University, the Union, and all employees covered by the collective agreement in order to ensure equitable and just working conditions;
- b) To promote the security and welfare of the employees;
- c) To ensure the assignment and the discharge of duties in a reasonable manner;
- d) To favour the appropriate mechanisms for the prompt and fair settlement of problems which may suddenly develop between the University and the employees covered by the collective agreement.

## **ARTICLE 2 DEFINITIONS**

For the purposes of interpreting the collective agreement, the feminine or the masculine includes the feminine and the masculine to the extent that the context permits.

For the purposes of applying the collective agreement, the following terms are interpreted as follows:

2.01 **Employee:**

Means any person employed by Concordia University who is covered by the letter of certification issued by the ministère du Travail, which appears in Appendix "E".

2.02 **Probationary Employee:**

Means any employee who has not yet completed the probationary period provided for in paragraph 9.02 a).

2.03 **Permanent Employee:**

Means any employee who has successfully completed the probationary period provided for in paragraph 9.02 a).

2.04 **Temporary Employee:**

Means any employee who is hired to fill a vacant position which is temporarily vacated by its incumbent.

This employee is laid off when the incumbent is reinstated.

The only provisions which apply to the temporary employee are those outlined in Article 38.

2.05 **Part-time Employee:**

Means any employee who regularly works a determined number of hours, but fewer than or equal to twenty-eight (28) hours a week.

The part-time employee benefits from all the rights and advantages of the collective agreement on a prorated basis according to the number of hours worked.

2.06 **Vacant position:**

Means any position which has been definitively vacated by its incumbent.

2.07 **Promotion:**

Means the movement of an employee from one position to another position which has a higher rate of pay.

2.08 **Transfer:**

Means the movement of an employee from one position to another position which has the same rate of pay.

2.09 **Demotion:**

Means the movement of an employee from one position to another position which has a lesser rate of pay.

2.10 **The Union:**

Means the Syndicat des employé(e)s de soutien de l'Université Concordia – Secteur Technique (CSN) Concordia University Union of Support Staff-Technical Sector (CSN).

2.11 **The University:**

Means Concordia University.

2.12 **The Parties:**

Means the University and the Union.

2.13 **Spouse:**

Means either of two persons who:

- a) are married or in a civil union and cohabiting;
- b) being of opposite sex or the same sex, are living together in a de facto union and are the father and mother of the same child;
- c) are of opposite sex or the same sex and have been living together in a de facto union for one year or more

The University and the Union agree that the definition of spouse is in conformity with the definition in Labour standards Act and will take into account any modification to this definition.

Notwithstanding the above, for the purpose of the Pension Plan, the definition of spouse in the Pension Plan shall apply.

2.14 **Staff Complement:**

Staff complement position means an on-going position funded from the University's operating budget.

2.15 **Human Resources Department:**

Designates, according to the context, one of the following units:

- HR Shared Services
- Employment and Organizational Effectiveness
- Benefits, Compensation and Pension
- Employee and Labour Relations

**ARTICLE 3 UNION RECOGNITION AND JURISDICTION**

3.01 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.

3.02 The tasks usually performed by employees covered by the collective agreement cannot be regularly performed by people outside the bargaining unit as defined by the letter of certification.

3.03 In order to be valid, all agreements subsequent to the signature of the collective agreement among one, several or all of the employees and the University, that modify the collective agreement, must receive the written approval of the Union.

3.04 The collective agreement applies to all employees covered by the letter of certification issued by the ministère du Travail to the Syndicat des employé(e)s de soutien de l'Université Concordia – Secteur Technique (CSN) Concordia University Union of Support Staff - Technical Sector (CSN).

3.05 **Union Office**

The University provides and maintains an office for the exclusive use of the Union furnished with two (2) tables, a desk, chairs and a four-drawer filing cabinet. The Union is responsible for the monthly telephone charges.

3.06 **Meeting Rooms**

The University shall allow the Union use of meeting rooms, without rental fees for the union. The rooms shall be reserved according to normal University procedures.

3.07 **Communications**

The University agrees that the Union may use the internal mail service for mailing its notices to the members.

The University agrees the Union may use the internal email service to communicate either with its members or with the University. To this end, the University assigns an Internet and an email address to the Union. Use of the internal email service by the Union shall be in accordance with the appropriate Concordia policies.

## **ARTICLE 4 MANAGEMENT RIGHTS AND OBLIGATIONS**

4.01 The University has the right and the duty to effectively operate and manage in conformity with its rights and obligations, subject to the provisions of the collective agreement.

4.02 The University will take up the cudgels on behalf of any employee held legally responsible for an act carried out in the line of duty and agrees not to institute any claims against the employee on this account.



## **ARTICLE 5 NON DISCRIMINATION**

5.01 The Union and the University agree that there shall be no discrimination against any employee on the basis of any of the following reasons: age, health, background (mental and physical), social condition, marital status, kinship and partner, mother tongue, nationality, marital status of parents, physical appearance, physical disability, political beliefs, race, religion or absence of religion, sex, sexual preference, or the exercise of any rights conferred by the collective agreement or the law.

A preference or an unjust distinction based on one or more of the reasons mentioned above constitute discrimination in the sense of the present clause.

5.02 Hiring practices, job postings, and personnel files used by the University will reflect this position.

### 5.03 **Definition of harassment**

Harassment: Harassment means any unilateral and unwanted behaviour that consists of undue pressure being exerted upon a person for the purpose of either ridiculing him, or humiliating him, or showing disrespect towards him, and that compromises his right to fair and reasonable work conditions, and his right to dignity.

Sexual harassment: Sexual harassment means any unilateral and unwanted behaviour with sexual overtones that consists of undue pressure being exerted upon a person for the purpose of either obtaining sexual favours or ridiculing his physical characteristics, and that compromises his right to fair and reasonable work conditions, and his right to dignity.

5.04 The University and the Union recognize that every employee is entitled to work in an environment free from harassment and sexual harassment. The University and the Union favour collaboration between the parties in order to settle promptly any situation of potential harassment. The persons involved in the handling of any situation whereby harassment is alleged agree to respect the confidential nature of all information brought to their attention during that process.

5.05 The employee who believes he or she is a victim of harassment is encouraged to consult his or her immediate supervisor, or the supervisor of the latter if the harassment originates with the immediate supervisor with the objective of resolving the situation.

#### a) Informal procedure to handle a complaint of harassment

An employee who believes he or she is harassed may, if he or she wishes to, consult the University Rights and Responsibilities' advisor to try to resolve the situation informally according to the provisions of the University Code of Rights and Responsibilities. The employee who consults the University Rights and Responsibilities' advisor may be accompanied by an employee representing the Union or by a Union representative.

b) Formal procedure

In the absence of an agreement and notwithstanding the provisions of paragraph 8.03 a), a grievance may be filed, in accordance with Article 8 of the collective agreement, within two (2) years of the last behaviour as defined in clause 5.03.

This delay is suspended when the employee is on authorized leave or on leave resulting from the application of the collective agreement. The delay resumes upon his or her return to work.

- 5.06 The parties can agree to modify the delays provided by this present article.
- 5.07 When harassment is alleged and allegations are subsequently found to have some foundation, the employee who has come forward must not, in any way, be penalized or suffer reprisals.
- 5.08 No document pertaining to a harassment investigation shall be deposited in the complainant or respondent's personnel file unless the document is related to the measures taken by the University when circumstances justified it.
- 5.09 The employee designated by the Union is entitled, after notifying his or her immediate supervisor, to meet for a reasonable period of time and without loss of pay with the employee who has filed a complaint or with the employee who is the subject of a complaint as well as with any employee who has witnessed the events.

The employee designated by the Union is entitled, after notifying his or her immediate supervisor, for a reasonable period of time without loss of pay, to meet with the University and accompany any employee summoned to a meeting with the University with the purpose of handling situations where harassment is alleged.

**ARTICLE 6 UNION MEMBERSHIP**

- 6.01 As a condition of continued employment, employees who are members of the Union at the date of signature of the collective agreement and employees who become members at a later date must remain members of the Union for the duration of the collective agreement, except as stipulated in clause 6.04.
- 6.02 a) Each new employee must, as a condition of employment, become a Union member by signing a membership card and paying the membership fees set by the Union.

The Union will arrange for the employee to sign a membership card, and will collect the membership fee directly.

- b) For the purposes of paragraph 6.02a), a thirty (30) minute meeting is provided in a convenient, confidential location between a new employee and a Union representative. This meeting must take place within thirty (30) days of the first working day of the new employee. The scheduling of this meeting will be arranged with the immediate supervisor.
- 6.03 The University is not required to discharge or to transfer out of the bargaining unit an employee expelled from the Union or whose admission to the Union is refused. However, such an employee will remain subject to union dues.
- 6.04 Any employee may revoke membership in the Union between the ninetieth (90th) and the sixtieth (60th) day preceding the expiry of the collective agreement.
- 6.05 The University deducts from each employee's pay in each pay period an amount equal to the union dues.
- 6.06 New employees pay Union dues beginning with the first (1st) complete pay period following their date of hire.
- 6.07 The Union advises the University of any modification in union dues at least two complete pay periods prior to the date on which the University implements such a change in the pay.
- 6.08
- a) Every month, the University sends 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 collected, and an alphabetical list of the names of the employees, the amount deducted from each employee, as well as their department.
  - b) The University indicates on the T4 and Relevé 1 slips the union dues collected from each employee.
- 6.09 All administrative correspondence concerning union dues will be between the University and the Union Treasurer.
- 6.10 The University makes the information related to the employees included in the bargaining unit available to the members of the Executive committee, through access to its database:
- a) employee identifying code;
  - b) surname and name;
  - c) job class and step;
  - d) position held (title, number and department);
  - e) position held in bargaining unit if different than d) (title, number and department); status (for temporary employees, projected period of hire); in as much as the information is available in the database;

- f) employment situation:
  - permanent/temporary
  - full time/ part time
  - active, on leave or laid-off
- g) salary rate;
- h) date of hire;
- i) for temporary employees, projected end of contract date;
- j) seniority date;
- k) birth date;
- l) gender;
- m) work address and phone number (if available);
- n) personal address;
- o) personal telephone number;

The Union will only use personal address and telephone number information to contact an employee and agrees to keep the information confidential.

- 6.11 The list of employees provided in clause 6.10 is available at any time in the University's database, which is available to the Union.
- 6.12 Upon written request from the Union and after agreement between the Human Resources Department and the Union, the University provides, within ten (10) working days of receiving the request, all requested information which is pertinent to the bargaining unit.

## **ARTICLE 7 UNION ACTIVITIES**

### **7.01 General Provisions**

- a) The Parties recognize ten (10) Union representatives and their substitutes. The Union shall decide on the distribution of these representatives and will inform the University as provided in paragraph 7.01 c).
- b) No Union representative leaves his assigned place of work without having made the necessary arrangements with the immediate supervisor. Such consent cannot 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. Thereafter, any change to the said list is sent the same way.
- d) It is agreed that each party may request that an advisor or external representative of its choice be present with the regular representatives at meetings between the Parties. The agenda and the names of the participants shall be given at the time that the meeting date is established.

- e) Any union member can be accompanied by a Union representative to a meeting with, or when summoned by, a University representative for any matter relating to the interpretation or application of the collective agreement.
- f) An employee affected by the present article cannot be inconvenienced or suffer any prejudice for his activities.
- g) Any meeting with representatives of the University does not incur any loss of pay for the employee concerned.
- h) 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.

#### 7.02 **Negotiation Committee**

- a) In the twelve (12) months preceding the expiry of the collective agreement, the employees who are members of the Negotiation Committee can be absent from their work without loss of pay for the purpose of preparing the collective agreement project. The days and hours used for these ends are taken from the bank provided in paragraph 7.08 a).
- b) For each negotiation, mediation or arbitration meeting, the University grants the Negotiation Committee leave without loss of pay.
- c) Members of the Negotiation Committee may, if they so desire, defer to after the signing of the collective agreement their vacation accumulated in the twelve (12) months preceding the expiry of the collective agreement, as well as those accumulated up until the signing of the collective agreement, to a maximum of ten (10) days.

#### 7.03 **Grievance Committee**

- a) The University agrees to recognize a Union Grievance Committee composed of three (3) people, one of which is the Union representative of the employee or employees concerned.
- 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 a meeting with the University. They have access, if necessary, to that part of the building in which the grievance has allegedly taken place, in order to make an inquiry, on location, into the circumstances which gave rise to the grievance.
- c) The University agrees to meet the Grievance Committee on request at a time and place agreed to by the Parties.

#### 7.04 **Executive Committee**

The Union Executive Committee is made up of five (5) employees. For the purpose of administration of union business, the Executive Committee, respecting the provisions of this article, may free one or more of its members to a maximum of two (2) days per week per person freed.

The Union will forward to the Human Resources Department information regarding these leaves at least ten (10) working days prior to the beginning of the fall session.

The days and hours used for these ends are taken from the bank provided in paragraph 7.08 a).

#### 7.05 **Union Council**

- a) The Union Council is made up of all the Union representatives and the 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. In such cases, a Union representative will advise the Human Resources Department at least seven (7) working days before the meeting. The days and hours used for these ends are taken from the bank provided in paragraph 7.08 a).

#### 7.06 **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 the Parties. To this end, the Parties meet to exchange information and to engage in discussions to find solutions to issues related to working conditions.
- b) The Committee consists of six (6) people, three (3) of whom are nominated by the Union and three (3) by the University. Each party will designate a person to chair the meetings on an alternating basis.

The Committee meets at the request of either party at a mutually acceptable time and place, within seven (7) days of the request. Each party will advise the other in advance of the items it wishes to include on the agenda as well as of the names of the employees it finds necessary to ask to attend the meeting.

A report of each meeting is prepared and signed by the person designated to chair the meeting and is distributed to the Parties normally within five (5) days after the meeting.

When the person designated to chair the meeting is from the Union, he benefits from a period of time without loss of pay to prepare the meeting report. This period is equal to the length of the meeting. These hours are not deducted from the bank at paragraph 7.08 a).

- c) The Committee does not have the power to alter or amend the collective agreement.
- d) Before each meeting of the committee, the Union representatives are given leave for one (1) hour without loss of pay to prepare their dossier.
- e) The University informs the Union in writing of the names of its representatives on the Labour Relations Committee as well as any modifications which might occur.

#### 7.07 **Health and Safety Committee**

The University recognizes four (4) representatives of the Union concerning health and safety issues. One of these representatives will be recognized as a member of the Central Advisory Health and Safety Committee and any other health and safety committee which may be formed in the future.

#### 7.08 **Union Representation**

The Parties recognize that, in order for Union 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 provides the Union with a bank of sixty-nine (69) days or four hundred and eighty three (483) hours per fiscal year for union activities. The fiscal year being from June 1st of the current year to May 31st of the following year.
- b) The Union provides the immediate supervisor, with a copy to the Human Resource Department, the information concerning leaves for union activities; and this, in principle, seven (7) working days prior to the absence.
- c) When the entire allotment of days provided for in paragraph a) has been used, any further absences are absences without loss of pay, but with reimbursement by the Union within the fifteen (15) working days following billing by the University.
- d) The above mentioned provisions apply to all leaves for union activities with the exception of those found in clauses 7.03, 7.06 and 7.07.

#### 7.09 **Leave for Full-time Union Activity**

- 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 as an elected official, within the Confédération des Syndicats Nationaux (CSN) or one of its affiliated bodies.

- b) The notice carries the name of the employee, the nature and probable length of the absence and must be forwarded to the Human Resources Department, as a rule, thirty (30) days prior to the absence.
- c) The University agrees to grant the leave without 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) If the employee who is granted leave holds a non-elected position, he must return to work within twenty-four (24) months of the beginning of his leave, failing which, he will be considered as having resigned at the beginning of his leave.
- e) If the employee on such leave holds an elected position, he receives a leave without pay equal in length to his 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 the collective agreement except the pension plan and the group insurance plan to the extent such plans so allow. In such event, the cost of the premiums will be paid entirely by the employee.
- g) The employee granted such leave under this clause must give the University a written notice of his intent either to return to work or to stand for re-election at least thirty (30) days before the end of his first term of office. Upon his failure to return to work at the end of the term of office provided for in paragraph 7.09 e), he is considered as having resigned at the beginning of his leave.
- h) Upon his return to work the University reinstates the employee into the position he occupied at the moment of his departure, or if his position has been abolished into an equivalent position.
- i) The employee granted leave by virtue of the present clause will continue to accumulate seniority for a maximum of twenty-four (24) months; seniority is thereafter maintained but does not accumulate.

## **ARTICLE 8 GRIEVANCE AND ARBITRATION PROCEDURES**

8.01 The Parties agree that a grievance shall be any disagreement as defined in the Labour Code; that is, any disagreement respecting the interpretation or application of the collective agreement.

The Parties agree that they shall endeavour to settle a grievance as promptly as possible.



- 8.02 The Parties agree that it is preferable to resolve any problems by way of discussion between the persons concerned prior to filing a written grievance. To this end, the employee, accompanied by a member of the Grievance Committee if he so wishes, may discuss a potential grievance with the immediate supervisor.
- 8.03 In all cases of grievance, the University and the Union agree to use the following procedure:
- a) Any grievance (whether an individual, a collective or a Union grievance) is submitted directly to the Human Resources Department, (i.e. the Employee and labour Relations unit) with a copy to the immediate supervisor and to the Union, 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 may take place within the fifteen (15) working days following the filing of a grievance.
  - c) The University must render a decision in writing within thirty (30) working days of their reception of a grievance.
- 8.04 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 follow to the procedure provided for in clause 8.03.
- 8.05 A grievance is presented either in French or in English, and 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, as an indication, the article or articles in the collective agreement which is(are) concerned.
- 8.06 An employee who files a grievance must not in any way be penalized or inconvenienced as a result.
- 8.07 The discussions between the Parties concerning a grievance are held between the members of the grievance committee and the representatives of the University designated for this purpose. Nevertheless, the Parties may invite other people to participate in the discussion, with a reasonable delay given to the other party.
- 8.08 The employee who files a grievance has a right to be present at all stages of the grievance and arbitration procedures. However, the final decision on the ruling of a grievance will take place between the members of the grievance committee and the authorized representative(s) of the University.
- 8.09 No employee shall suffer loss of pay for any time spent with representatives of the University or with members of the grievance committee during regular work hours for the purpose of discussing a grievance.

During an arbitration hearing, the members of the grievance committee, the grievor, the employee(s) who are implicated or any other employee who serves as a witness are granted leave, without loss of pay, to attend.

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 the 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.

- 8.10 Having completed the procedure provided in clause 8.03, the Union may submit the grievance to arbitration by informing the Human Resources Department (i.e. the Employee and Labour relations unit) within thirty (30) working days following the expiry of the delay provided for in paragraph 8.03 c).
- 8.11
- a) Unless otherwise agreed to by the Parties, all grievances are heard before a single arbitrator.
  - b) The Parties or their representatives must try to agree on the choice of an arbitrator. Should agreement not be reached, one of the Parties will request that the arbitrator be named by the ministre du Travail.
  - c) The jurisdiction of the arbitrator is limited to conditions established in the collective agreement and in no case does the arbitrator have the power to modify the collective agreement in any way. The decision of the arbitrator is final and binding on the Parties.
  - d) The fees and expenses of the arbitrator shall be divided equally between the Parties.
- 8.12 A technical error does not invalidate a grievance.
- 8.13 At any stage of the grievance and arbitration procedures, upon failure of either party to respond or to proceed to the next step within the time limits stipulated above, unless it has been mutually agreed in writing to modify them, a grievance is deemed to have been settled in favour of the other party.
- 8.14 In the case of a resignation, the arbitrator may take into account the circumstances surrounding the resignation of an employee and the validity of the consent.
- 8.15
- a) The delays set in Article 8 are suspended during the period provided for in clause 20.01 b).
  - b) One of the parties may request that delays set in Article 8 are suspended for the whole period from the Fête Nationale to the Labour day of the same year. Such a request cannot be denied without a valid reason.

## **ARTICLE 9 SENIORITY**

### **9.01 Calculation and Acquisition of Seniority Rights**

- a) For the permanent full-time employee, seniority is accumulated on the basis of continuous service as a member of the bargaining unit. For the purpose of these calculations, one (1) day is equal to seven (7) hours and one (1) year is equal to a thousand eight hundred twenty seven (1827) hours.
- b) For the permanent part-time employee, seniority is accumulated prorated to hours of his weekly regular schedule.
- c) In all cases, seniority is acquired for any permanent employee, when he has completed his probationary period, retroactively to the date of hire.
- d) Notwithstanding paragraph 9.01 a), when an employee who has already been employed by the University on a permanent full time basis becomes covered by the present bargaining unit, seniority and continuous service previously acquired are recognised for the purpose of calculating annual vacation as per clause 22.02 and other benefits as described in clause 32.02.
- e) The temporary employee accumulates seniority on the basis of hours worked or considered as having been worked, subject to paragraph 9.04 c), and the time off to which he is entitled.

However, this seniority cannot be used in opposition to that of a permanent employee as long as the employee has the status of a temporary employee.

- f) The temporary employee who obtains a position in conformity with Article 12 is credited with the seniority accumulated as a temporary employee once his probationary period has been completed.

However, only seniority accumulated as a permanent employee can be considered as seniority or active service for purposes of employment security.

### **9.02 Probationary and Trial Period**

- a) Probationary Period
  - 1. The probationary period for a new employee is sixty (60) days worked. However, the Parties may agree in writing to extend a probationary period by a maximum of an additional sixty (60) days worked. The Parties recognize that during the probationary period, the employee shall receive appropriate assistance and training in order to facilitate adaptation to his position.

2. The new employee whose services are no longer required during the probationary period is entitled to a written notice of five (5) working days or one (1) week's salary if there is no notice.
3. Probationary employees have access to the grievance and arbitration procedure except in the case of lay-off and firing.
4. Any new employee, as well as any employee who held the status of temporary employee, and who has accumulated at least one hundred (100) hours of pertinent experience, shall have deducted one hundred (100) hours from his probationary period.

b) Trial Period

1. Any employee who obtains a promotion or a transfer in accordance with Article 12 is entitled to a trial period of sixty (60) days worked.
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 must receive appropriate assistance and training in order to facilitate adaptation to his new position.
4. If, during the trial period, the University considers that the employee is incapable of satisfying the normal requirements of the position, or if the employee advises the immediate supervisor in writing within the first twenty (20) days of work of his trial period that he does not wish to remain in the position, the University reinstates said employee in his former position without prejudice as to rights acquired in his former position. 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.

9.03 **Accumulation of Seniority Rights**

An employee continues to accumulate his seniority during any leave provided for in the collective agreement, or in the application thereof, or otherwise authorized, for the duration of the absence, with the exception of the following cases:

- a) In the event of a leave of absence without pay provided for in clause 24.01 seniority ceases to accumulate after a period of twelve (12) months.
- b) In the event of a leave due to a work-related accident or an illness or an accident, an employee accumulates seniority for a maximum of twenty-four (24) months.

#### 9.04 **Loss of Seniority Rights**

An employee loses his seniority rights and his employment shall be considered as terminated when:

- a) he voluntarily terminates his employment with the University;
- b) he is dismissed, unless the dismissal is cancelled as a result of the grievance and arbitration procedures;
- c) he is laid off for a period exceeding twenty-four (24) months;
- d) he retires;
- e) he fails to return to work within ten (10) working days following receipt of a registered letter recalling him to work following a layoff. This ten (10) day delay may be extended by agreement between the Parties.

#### 9.05 **Seniority List**

- a) The University makes the seniority list available to the employees through their personal access to the University electronic portal.

This list includes the seniority date within the bargaining unit, the name, the position title, the job class, the department, the job status, the seniority hours, and the date of hire within the University of an employee. This list is updated on every payroll.

The list in appendix C should be sorted by seniority hours.

- b) Any dispute concerning the seniority of an employee is submitted in writing, to the Human Resources Department, Employee and Labour relations unit. The latter and the Union representative of the concerned sector shall enquire into all disputes and shall make all the necessary corrections to the seniority list. In the event of a persisting disagreement, a grievance shall be submitted in accordance with the dispositions of Article 8. The University will not be held liable for any actions taken based on seniority lists prior to the date of dispute.
- c) Any error not detected during the period for dispute may be contested later through the above procedure. However the University shall not be held liable for any actions taken based on seniority lists prior to the date of dispute.

**ARTICLE 10 EMPLOYMENT SECURITY, POSITION ABOLITION AND RECALL TO WORK**

10.01 An employee acquires employment security after twenty four (24) months of service as the permanent incumbent of a position in the staff complement.

Notwithstanding any other provisions of the collective agreement, and subject to Article 15, employees benefiting from employment security cannot be discharged, laid off, fired or dismissed and therefore shall remain in the employ of the University, without reduction in pay, and without delaying progression in their salary scale and continue to benefit from all the provisions of the collective agreement.

10.02 In the event positions are abolished, the following procedure applies:

a) The employee with the least seniority in the department affected is advised in writing of the position's abolishment. A copy of this notice is simultaneously forwarded to the Union;

In departments where there is more than one specialization, the employee who has the least seniority in the specialization concerned shall see his or her position abolished.

b) Any employee who is the object of an abolition of position must receive at least two (2) months advance notice.

c) As long as the employee benefiting from employment security and whose position is abolished does not become the incumbent of a position in the staff complement, he or she is considered as having applied for every vacant position in the same job class, within the bargaining unit, for which he or she meets the normal requirements of the position.

In the interim of the application of the preceding paragraph, the employee affected by the present clause and who does not exercise the provisions of clause 10.03 must accept to:

1. fill a temporarily vacated position if he or she can satisfy the normal requirements of the position;
2. take on a work surplus;
3. take on a special project;
4. follow the training plan established by the University in order to qualify for a vacant position in the bargaining unit.

The employee subject to the provisions of the present clause maintains and accumulates all the rights and privileges provided for in the collective agreement that he or she has previously acquired.

- d) The name of the permanent employee who does not benefit from employment security and whose position is abolished is added to the recall list.

10.03 Any employee benefiting from employment security and whose position has been abolished may choose to resign. In this case, he or she shall benefit from a separation indemnity equivalent to one (1) month of salary per year of seniority up to a maximum of twelve (12) months.

The employee may, at any time during the remunerated period of employment security, upon written notice of twenty (20) working days, avail himself or herself of a separation indemnity equivalent to the amount of separation indemnity that he or she would have been entitled to at the moment of the abolition of his or her position, minus the salary received since the position's abolishment.

10.04 **Recall to Work**

- a) The recall list includes the names of all permanent employees who do not benefit from employment security and who have been laid-off, as well as their status and seniority.
- b) Before recalling an employee on the recall list, the University must offer a temporary position to a permanent employee who has employment security and whose position has been abolished. This permanent employee must meet the position's normal requirements.

Should the temporary position not be filled by a permanent employee with employment security whose job was abolished, the temporary position is then offered to the employees on the recall list, in order of seniority, regardless of their status, as long as they meet the normal requirements of the position.

- c) The permanent employee whose name appears on the recall list is considered to have applied for all vacant or newly created positions in conformity with Article 11. If, in such a case, the employee obtains a position in a lesser job class, he or she maintains the pay rate of his previous position.
- d) The permanent employee on the recall list who obtains a position in conformity with Article 12 preserves his permanent status.
- e) Recall to work is done by telephone and email. If an employee cannot be reached after three (3) attempts in a period of forty eight (48) hours, the University contacts the next person on the list and so on.

The University will keep a log of the employees called. An employee accompanied by a Union representative may consult the log during normal office hours.

- f) If an employee cannot be reached after three (3) consecutive recall attempts, the University sends a registered letter to the last known address. If the

employee does not confirm his or her availability in the two (2) weeks that follow the receipt of the letter, his or her name is removed from the recall list.

- g) The name of an employee is removed from the recall list when he or she had not been employed under the provisions of the collective agreement within a period of twenty four (24) consecutive months.
- h) Within thirty (30) days of the signature of the collective agreement, the University will provide the Union with the recall list of employees affected by this article. Thereafter, the list is updated and forwarded to the Union every three (3) months.

10.05 Any permanent employee subject to a layoff must receive an advance notice of at least one (1) month.

10.06 The Union receives a copy of all letters sent by the University to the employees affected by the present article.

## **ARTICLE 11 JOB POSTING**

11.01 When a position becomes vacant, the University has thirty (30) working days to decide to abolish or to modify the position. Should the position be abolished or modified, the University will inform the Union in writing of the decision within thirty (30) working days of the date the position became vacant.

11.02 a) Notwithstanding clause 11.01, for the purposes of this article, the University will post vacant positions within thirty (30) working days of the position becoming vacant and this for a period of ten (10) working days. A copy of the vacancy notice must be sent to the Union at the same time.

b) Employees who wish to apply for a position must do so during the posting period.

c) The posting includes:

- the title of the position and the job class;
- the title of the immediate supervisor;
- a brief description of duties;
- the required qualifications;
- the department;
- the salary scale;
- the work schedule, should it be out of the ordinary;
- the posting period and the expiry date of the posting.



## **ARTICLE 12 MOVEMENT AND SELECTION OF PERSONNEL**

- 12.01
- a) During the selection of an employee to fill a position posted in accordance with clause 11.02, the University must grant the position to the candidate from the bargaining unit who has the most seniority as long as he has the qualifications to satisfy the normal requirements of the position.
  - b) The University is not obliged to post a vacant position a second time when:
    - 1. the vacant position was first filled by a person from outside the bargaining unit who left the position within the first three (3) weeks of his probationary period;
    - 2. the vacant or newly created position is filled by an employee from within the bargaining unit who returned to his old position within the first twenty (20) working days of his trial period. The University then proceeds with a second choice among the candidates who applied in accordance with the provisions of clause 12.01.
  - c) An employee who applies for a position and who withdraws his application or who refuses the position shall not suffer any prejudice concerning any future applications.
  - d) In filling a position with an employee from the bargaining unit, the University designates the employee in the thirty (30) working days following the end of the posting period. This designation is done by giving the employee concerned a written notice with a copy to the Union.
  - e) When an employee is promoted or transferred, he is assigned to his new position in the twenty (20) working days following the moment he was designated. The employee receives, in the ten (10) working days he has been assigned, the salary scale of his new position.
  - f) In filling a position by a person from outside the bargaining unit, the University informs the Union of the name of the new-hire and the position which he has obtained, at the latest thirty (30) days after the end of the posting period.
  - g) If the position is not filled following the first posting, the University posts the position again, both internally and externally, for a period of forty (40) working days. The University informs the Union of its choice for the position or of the hire at the latest thirty (30) days after the end of the posting period.
  - h) If the position is not filled by the provisions described above, it stays open until it is filled.
- 12.02 In the case of a grievance concerning paragraph 12.01a) the burden of proof at arbitration rests with the University.

### 12.03 **Temporary Assignment**

- a) There is no obligation on the part of the University to fill a position which is temporarily vacated.
- b) If a position temporarily vacated is to be filled, it will be posted in the department for a period of five (5) working days and filled by the permanent employee with the most seniority in the department who has the qualifications to meet the normal requirements of the position.

This same departmental process may be used to replace the employee chosen for a temporary assignment.

The posting will include the information provided for in paragraph 11.02 c) as well as the duration of the temporary assignment.

- c) If no employee of the department accepts the temporary assignment or has the qualifications to meet the normal requirements of the position, the position is posted in accordance with the provisions of clause 11.02 and filled using the procedure provided for in clause 12.01.
- d) The home department of the temporarily assigned employee is only expected to release the employee for the initial period indicated on the posting.
- e) The University gives written notice to the temporarily assigned employee with a copy to the Union, stating the length of the temporary assignment, the position to which the employee is assigned and the corresponding salary.
- f) At the end of the temporary assignment, the employee returns to his former position. In the event of abolition, clauses 10.02 and 10.03 will apply or the employee will be placed on the recall list.
- g) The employee who obtains a temporary assignment is subject to the provisions of paragraph 9.02 b).
- h) The employee who obtains a temporary assignment will receive the same salary to which he would be entitled if filling the position on a permanent on-going basis.
- i) Notwithstanding paragraphs 12.03 a) and b) the University may decide to divide the duties among the employees of the department and pay them a stipend. The University will advise the Union in writing of its decision, of the method of calculation and of the amount of the stipend.

## **ARTICLE 13 OCCUPATIONAL HEALTH AND SAFETY**

13.01 The University agrees to respect the appropriate laws and regulations on conditions of health and safety at work.

The University is responsible for the security and well-being of the employees covered by the collective agreement. It must provide all the means to ensure their personal safety while they are carrying out their duties or are engaged in activities connected with the University and/or their work.

13.02 The policies and procedures relating to health and safety of the University apply to all employees.

13.03 The University ensures that an up-to-date copy of the policies and procedures relating to health and safety be available on its web site. A copy of these policies and procedures is forwarded, upon request, to any employee who does not have access to the Internet.

13.04 Any employee representing the Technical Support Staff on a "health and safety sub-committee", in a given Department, as provided under VPS Policies issued by the Office of the *Vice-President, Services* and related to environment, health and safety and emergency management, benefits from all the rights provided under chapters IV and V of the Health and Safety Act.

## **ARTICLE 14 SUB-CONTRACTING**

- 14.01
- a) The assignment of sub-contracts must not cause lay-off, demotion or reduction of work hours among the employees governed by the collective agreement.
  - b) As well, in no case can the duties of an abolished position be sub-contracted.
  - c) The University will favour the creation of new positions rather than sub-contract work of the job classes governed by the collective agreement.

## **ARTICLE 15 DISCIPLINARY MEASURES**

- 15.01 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 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 personnel file.
- 15.02 Except in the case of the discharge of an employee during his probationary period, any employee who is discharged, suspended, or given a written warning, or the Union, may submit this case to the grievance procedure and, if necessary, to arbitration.
- 15.03 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 judges equitable under the circumstances.
- 15.04 In the event that a University representative finds it necessary to summon an employee for disciplinary reasons (written warning, suspension, or discharge) the employee has the right to be accompanied by a Union representative.
- 15.05 A suspension does not interrupt the continuous service of an employee.
- 15.06 No disciplinary measure may be imposed later than fifteen (15) working days after the incident which gave rise to it or later than fifteen (15) working days of the University having become aware of it, unless the Parties have agreed in writing to extend the afore mentioned time period.

The delays are suspended during the period provided for in clause 20.01 b).

Between the Fête Nationale and Labour Day of the same year, either party may request the suspension of delays. The parties agree on the exact period for which delays are suspended. Such a request cannot be denied without a valid reason.

- 15.07 No confession signed by an employee may be used against him during arbitration unless it is a question:
- of a confession signed in the presence of a Union representative;
  - of a confession signed in the absence of a Union representative but not denounced by the employee in writing within seven (7) days of its being signed. The University forwards a copy of the confession to the Union as soon as it is received.

## **ARTICLE 16 PERSONNEL FILES**

16.01 An employee has the right to verify, with an appointment with the Human Resources Department, during working hours and in the presence of a University representative as well as a Union representative if the employee so wishes, the contents of his personnel file and to add written comments to it. The personnel file relates to the employee's work at the University and is kept in the Human Resources Department. This verification is done without loss of pay for the employees concerned.

An employee may request a photocopy of any document included in his personnel file. The cost of said photocopy will be the current rate posted at the University copy centers.

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

An employee may request that a disciplinary notice or part of one against which the employee has won his case, be removed from the file.

16.03 Each employee must receive a photocopy of his probationary period evaluation and the subsequent annual evaluations before these documents are added to his file.

An employee whose grievance is in arbitration may request that a copy of his personnel file be forwarded to his union representative and paid for as per clause 16.01.

16.04 An employee's signature on his evaluation signifies that he is aware of the contents and may not be interpreted as an acceptance of the contents of the said evaluation.

## **ARTICLE 17 GENERAL**

### **17.01 Communications**

The University must send a copy of the following documents, to the Union, issued from the date of signature of the collective agreement:

- a) all rules and regulations that apply to employees covered by the collective agreement;
- b) any other written communiqué issued to more than one employee covered by the collective agreement concerning working conditions.

Such communication or transmission of documents may be carried out by electronic means.

- 17.02 Any resignation may be retracted within three (3) days of its signature. The University will immediately send copies of all resignations to the Union.
- 17.03 The University provides the Union with 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, the Senate, and of the Faculty Councils, at the same time as such documents are mailed to their respective members or immediately after the meeting if documents are distributed at the meetings;
  - c) the operating budget of the University and 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*, in the same time frame as provided in paragraph b);
  - d) the annual audited statements of the pension plan and the annual actuarial valuation of the pension plan, approved by the Benefits Committee and the Board of Governors, within ten (10) days of their approval.
- 17.04 The University provides the Union with a list of the names of technical employees on contract or time-sheets, paid by the University (excluding research funds). Such a list is provided electronically three (3) times per year on the week of January 21, June 21 and September 21.

## **ARTICLE 18 HOURS OF WORK AND WORK SCHEDULES**

- 18.01 The regular work week is established at thirty-five (35) hours generally worked between Monday and Friday.
- 18.02 All employees are entitled to one (1) fifteen (15) minute rest period without loss of pay for each regular half day of work.
- 18.03 All employees are entitled to an unpaid meal period of one (1) hour during the regular work day. This meal period is normally taken in the middle of the regular work day.
- 18.04 Whenever two (2) employees in the same department wish to exchange their weekly days off or their established work schedules, they must receive the prior approval of the immediate supervisor. In this event, the provisions related to overtime pay do not apply.
- 18.05 The work schedule in each department is set up as equitably as possible.
- 18.06 The immediate supervisor and the employees in the department agree on the work schedule. The schedule is posted in each department.

18.07

**Summer Hours**

- a) Each year, for a period of ten (10) weeks, namely from mid-June to mid-August (the exact dates to be posted by the Human Resources Department) the regular work week is reduced by three (3) hours without reduction in pay.
- b) The application of the reduction can be worked out flexibly by each department. Two requirements must be met however:
  - 1. the University will continue to provide all necessary services;
  - 2. the reduction in working hours will not result in additional expenditures, or will only cause a minimal increase.
- c) In order to implement the summer schedule, the individual work schedules must be approved prior to the beginning of the summer hours. With the permission of the immediate supervisor, an employee may change his choice of option during the summer period. Such permission will not be unreasonably withheld. The choice among the various options will be divided as fairly as possible, to the extent that service requirements permit, taking into consideration:
  - 1. the seniority of the employee applied within the department;
  - 2. the preference expressed by the employee.
- d) The options available for the reduction of the work week are:
  - 1. four (4) work days of six and one half (6 ½) hours each and one (1) day of six (6) hours;
  - 2. four (4) work days of seven (7) hours each and one (1) day of four (4) hours;
  - 3. four (4) work days of eight (8) hours each per week;

With the approval of the immediate supervisor, an employee may choose an option other than those mentioned above.
- e) For the purpose of applying the collective agreement, each week thus reduced is considered to be a regular work week in accordance with clause 18.01.
- f) If an employee is absent, he cannot "bank" hours of leave for the days of absence.
- g) However, an employee can bank the summer hours if he is on vacation for an entire week during the period in which the summer hours are in effect. The banked hours must be expended by May 31st of the following year.

h) In individual cases where it is impossible to reduce the summer hours for an employee, the hours so lost are "banked" and taken in time off at a time or times agreed upon with the immediate supervisor.

18.08 The schedules of employees who work evenings are normally established at the beginning of each semester or at the time of hiring of a new employee, or on the occasion of the promotion or transfer of an employee within the sector.

No employee will be required to work more than one evening per week with the exception of those employees hired to work evenings on a regular basis.

18.09 The employee and the immediate supervisor may agree to an alternate work schedule.



## **ARTICLE 19 OVERTIME**

19.01 a) All work performed by an employee outside of his regular work day or regular work week is considered as overtime if approved in advance by the supervisor who requests the work.

b) All overtime is on a voluntary basis.

The Parties agree that overtime work must be kept to a minimum.

c) No employee is required to perform more than twelve (12) consecutive hours of work.

d) If the University cancels scheduled overtime, the employee must be given a two (2) hours notice. Failing this, the employee is entitled to two (2) hours pay at his normal rate.

19.02 Overtime work is assigned as equitably as possible, on a rotating basis in the department involved, among the employees who normally perform the duties for which overtime is required.

19.03 All overtime work will be compensated by time-off or remunerated, at the discretion of the immediate supervisor, at the applicable rate:

a) Time-off at the rate of one and a half (1.5) hours off for each hour of overtime worked or remuneration at one hundred fifty percent (150%) the regular hourly wage of the employee concerned for each hour of work performed outside his regular work day or his regular work week or performed on the first weekly day off other than a Sunday;

b) Time-off at the rate of two (2) hours off for each hour of overtime worked or remuneration at two hundred percent (200%) the regular hourly wage of the employee concerned for each hour of work performed on a holiday (in addition to the postponement of the holiday or to the payment of the holiday pay), on a Sunday, or on the second weekly day off.

When overtime is compensated by time-off, the employee and the immediate supervisor arrange for the time off.

c) An employee who works overtime as per 19.01 a) is paid at the applicable overtime rate; however, he is entitled to a minimum remuneration equivalent to thirty (30) minutes at his regular rate of pay.

d) An employee who, at the request of the immediate supervisor, returns to work outside his regular hours of work is remunerated at the applicable overtime rate for each hour thus worked. For each recall the employee is entitled to a minimum remuneration of three (3) hours at the applicable overtime rate.

e) The provisions of paragraph 19.03 d) do not apply:

- if there is continuity between the end of the employee's regular work day and the period of overtime work;
- if there is continuity between the period of overtime work and the beginning of the employee's regular work day, provided that the employee received at least twelve (12) hours advance notice.

19.04 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. For annual vacations and at the time of the Christmas break, the payment specified above is delayed one additional pay period.

19.05 An employee working overtime on a weekly day of rest or on a holiday is entitled to the rest periods and the meal break provided in the collective agreement.

19.06 a) An employee who works overtime for a period of two (2) hours or more after his regular work day is entitled to a thirty (30) minute meal break paid at the applicable overtime rate. However, if it is anticipated that the duration of overtime may be two (2) hours or more, the employee is entitled to take his meal break before beginning his work.

b) For each three (3) hours of overtime worked, the employee is entitled to a twenty (20) minute rest period paid in accordance with the provisions of clause 19.03.

19.07 The time-off mentioned in paragraphs 19.03 a) and b) must be taken before May 31 of the year in which the overtime was worked (i.e. between the first (1st) of June and the thirty-first (31st) of May). Any time-off, in lieu of overtime, not accorded prior to May 31 must be paid at the applicable rate at the following pay period.

## **ARTICLE 20 HOLIDAYS**

- 20.01 a) During the University's fiscal year, the following days are recognized as paid holidays:
- Fête Nationale
  - Canada Day
  - Labour Day
  - Thanksgiving Day
  - Christmas Eve
  - Christmas Day
  - Boxing Day
  - New Year's Eve
  - New Year's Day
  - Day after New Year's Day
  - Good Friday
  - Easter Monday
  - Journée nationale des Patriotes
- 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.
- 20.02 a) If one of the holidays in clause 20.01 coincides either with an employee's annual vacation, or with one of his 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 him and the immediate supervisor.
- b) If one of the holidays mentioned in clause 20.01 coincides with a Saturday or with a Sunday, the holiday is moved to the preceding or to the following work day.
- 20.03 The University shall respect religious holidays of recognized faiths not included in paragraph 20.01 a).

## **ARTICLE 21 PERSONAL AND SOCIAL LEAVES**

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

### **21.02 Bereavement Leave, in the event of the death:**

- a) of a father, of a mother, of a spouse, of a child, of the child of a spouse, of a grandchild, of the father or mother of a spouse, of a brother, of a sister:
  - an employee is entitled to five (5) consecutive working days including the day of the funeral.
- b) of a grand-parent, of a brother-in-law, of a sister-in-law, of a son-in-law, of a daughter-in-law, of an aunt, of an uncle, of a nephew, of a niece:
  - an employee is entitled to two (2) consecutive working days including the day of the funeral.
- c) if the funeral takes place more than one hundred and sixty (160) kilometres from the residence of an employee, he is entitled to one (1) extra working day.
- d) an employee may reserve one (1) day of the above days in the event that the burial or cremation occurs at a later date.
- e) in the case of paragraphs a) and b), an employee may add to this period accumulated vacation, accumulated overtime, and/or a leave without pay not exceeding fifteen (15) working days.
- f) In the event that an employee can prove he has been named as the executor of an estate, he may request additional leave without pay.
- g) In the event the death occurs during the vacation period of the employee, said employee can postpone up to five (5) days of vacation to a later date. The postponed date should be agreed between the employee and the immediate supervisor

### **21.03 In the event of marriage or civil union:**

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

- d) the employee may add to the periods described in paragraphs a) or b), accumulated vacation, accumulated overtime as agreed with the immediate supervisor and/or an equivalent leave without pay.
- 21.04 When an employee changes the location of his residence, he is entitled to one (1) day of leave for moving. However, he is not entitled to more than one (1) such day per fiscal year. Nevertheless, this restriction does not apply when an employee must move for reasons beyond his control.
- 21.05 a) In the event that an employee is required for jury duty or to act as a witness in proceedings to which he is not a party, he shall not as a consequence suffer any loss of his regular pay during the time that he 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 regular salary the difference shall be returned to 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 regular pay and is paid overtime for all hours required of him as a witness outside his regular work day and work week.
- c) In the event an employee must appear before a civil, administrative or penal tribunal in a case in which he is party, he is entitled to a leave without pay, or accumulated vacation, or accumulated overtime.
- 21.06 When an employee finds it necessary to be absent for one of the reasons specified in this article, he must inform the immediate supervisor of this as soon as possible, and on demand, must present proof or confirmation of these events.
- 21.07 Exceptional time-off, without loss of pay, may be granted for any other serious reason.
- 21.08 **Deferred Salary leave**
- a) Deferred salary leave (DSL) is intended to provide employees with an opportunity to benefit from a leave with salary. The University views DSL as beneficial to the employee and to the University.
- b) Requests for a DSL will be subject to the ability of the respective department to accommodate the leave; however, granting will only be withheld in exceptional circumstances.
- c) The DSL will be for not less than six (6) consecutive months and will not exceed twelve (12) consecutive months.
- Employees who benefit from a DSL must return to work for a period equal to that of the leave.
- d) An employee may apply in writing to participate in the Deferred Salary Leave Plan (DSLPL) to the immediate supervisor with a copy to the Human Resources

Department at least three (3) months prior to the date at which the employee wishes to commence participation in the DSLP.

- e) Approval or refusal of a DSL will be provided by the immediate supervisor with a copy to the Human Resources Department within five (5) weeks of the date the application was received. In case of refusal, the University must provide the reasons to the employee with a copy to the Union.
- f) Participation of an employee in the DSLP is subject to the signing of a contract as provided for in Appendix "F".
- g) This contract must be signed by the employee and returned to the Human Resources Department four (4) weeks prior to the date that the deferral period is to commence.

The Human Resources Department will forward a copy of the signed contract to the appropriate immediate supervisor.

Upon signing the contract the employee will become a participating employee. Failing to sign the contract the employee will be deemed to have withdrawn his application to participate in the DSLP.

- h) The duration of the leave and the percentage of salary to be paid while participating in the plan (contract) may be one of the following:

Duration of the leave	Duration of the participation in the plan (contract)			
	2 years	3 years	4 years	5 years
<b>6 months</b>	75.00%	83.33%	87.50%	90.00%
<b>7 months</b>	70.80%	80.56%	85.42%	88.33%
<b>8 months</b>	66.67%	77.78%	83.33%	86.67%
<b>9 months</b>		75.00%	81.25%	85.00%
<b>10 months</b>		72.22%	79.15%	83.33%
<b>11 months</b>		69.44%	77.08%	81.67%
<b>12 months</b>		66.67%	75.00%	80.00%

- 21.09 a) Permanent full-time employees are entitled to a maximum of twenty-eight (28) hours of leave per year without loss of pay for professional appointments and/or for personal reasons.
- b) Permanent part-time employees are entitled to personal leave pro-rated for hours worked.

- c) This time is not to be used to prolong vacation or any other leave foreseen in the collective agreement with the exception of bereavement leave.
- d) Normally the employee will advise the immediate supervisor of the need for the leave two (2) days in advance.
- e) Personal leave does not accumulate from year to year (the year being calculated from June 1)
- f) For any time required beyond twenty-eight (28) hours the employee's salary will be maintained but the hours thus taken may be made up by the employee at a time agreed upon by the employee and his immediate supervisor. The hours of leave thus taken must be made up by the employee within two (2) weeks of the date that the leave is taken.

## 21.10 **Family Obligation Leave**

- a) 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.
- b) 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).

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

These leaves may be divided into days. Days may also be divided with the authorization of the employee's immediate supervisor.

The employee must notify her/his immediate supervisor as soon as possible and take all reasonable means to limit the taking and duration of these leaves.

With the exception of the first two (2) days of leave, the employee can, after agreement with her/his immediate supervisor, work compensatory hours, in which case the subsequent leaves are without loss of pay.

- c) An employee may be absent from work, without pay, or go on part-time leave without pay for a maximum period of fifty-two (52) weeks if her/his minor child suffers from social or emotional development problems, is handicapped or suffers from a long-term illness or if the employee must stay with her/his child, spouse, the child of her/his spouse, one of her/his parents, her/his brother, sister or one of her/his grandparents following a serious illness or a serious accident, and who's state of health requires the presence of said employee.
- d) An employee can also avail her/himself of the other leaves for family obligations provided for in the Act respecting labour standards.
- e) During leaves provided for in the present clause, the employee accumulates her/his seniority in accordance with paragraph 9.03 a).
- f) In the case of a leave of more than one (1) month, the employee is entitled to the following benefits, provided that she/he would normally be entitled to them if she/he were to have remained at work and that she/he disburses her/his portion of the premium or contribution:
  - Life insurance
  - Supplementary life insurance
  - Health insurance
  - Dental Plan
  - Vision Plan
  - Pension Plan

## **ARTICLE 22 VACATION**

- 22.01 All employees are entitled to paid vacation on the basis of their seniority, in accordance with vacation entitlements determined as of June 1 of each year.
- 22.02 During the twelve (12) months which follow June 1 of the current year, all employees are entitled to paid annual vacation, 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 vacation days for each month



worked in the University from his 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 (20) paid working days of vacation;
- c) the employee having ten (10) years or more of seniority on June 1 of the current year is entitled to twenty-two (22) paid working days of vacation.
- d) the employee having twenty-one (21) years or more of service on June 1 of the current year is entitled to twenty-five (25) paid working days of vacation.

22.03 For the purpose of calculating annual vacation, employees hired between the first and fifteenth day of the month inclusively, are considered as having one (1) complete month of service.

22.04 Upon termination of employment:

- a) The employee who has not taken his entire vacation entitlement during the fiscal year preceding June 1 receives an indemnity which is equal to the number of vacation days to which he was entitled.
- b) The employee is entitled, taking into account vacation days already taken, to a vacation indemnity equal to eight percent (8%) of the total wages earned between June 1st of the current year and his date of departure.
- c) The employee entitled to twenty-two (22) days of vacation, taking into account vacation days already taken, is entitled to a vacation indemnity equal to eight point eight percent (8.8%) of the total wages earned between June 1<sup>st</sup> of the current year and his date of departure.
- d) The employee entitled to twenty-five (25) days of vacation, taking into account vacation days already taken, is entitled to a vacation indemnity equal to ten percent (10%) of the total wages earned between June 1st of the current year and his date of departure.

22.05 An employee who, during any 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 33 accumulates vacation credits during the first four (4) consecutive months of his absence.

**Work Accident:**

An employee absent from work by virtue of the provisions of Article 28 accumulates vacation credits during the first twelve (12) consecutive months of his absence.

**Maternity, paternity or parental leave:**

An employee accumulates vacation credits during her/his maternity or paternity leave and, in the case of an adoption, during the first seventeen (17) weeks of her/his parental leave.

**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.

- 22.06 An employee receives prior to his departure on vacation the remuneration to which he is entitled, by separate cheque, provided he so requests at least ten (10) working days prior to his departure on vacation.

If the status of an employee has been modified during the year (from permanent full-time to part-time, or vice-versa) the necessary adjustments to the vacation pay shall be made, prorated to the number of weeks worked full-time and part-time.

- 22.07 In the event of the death of an employee, the University shall give their accumulated vacation pay to the beneficiaries or legal heirs.

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

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

It is agreed the term "hospitalized" includes the stay at a hospital emergency or in a clinic, as well as any period of time during which an employee is treated in his home and is therefore not permitted to leave it.

- c) An employee who, on June 1 of the current given year, is disabled for a period less than twelve (12) months and who has not taken all of his vacation entitlement from the previous year because of the disability, benefits from a deferment of the balance of his vacation entitlement, either to the end of the disability, or to another time after agreement with his immediate supervisor.

- d) An employee who, on June 1 of the current 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 is entitled.

22.09 An employee may or may not take his vacation entitlement in a consecutive manner. He may divide them into as many calendar weeks as he wishes. Furthermore, he may divide a maximum of two (2) weeks into ten (10) vacation days.

22.10 Except with the permission of the immediate supervisor, the annual vacation entitlements must be taken during the fiscal year in which they are due.

22.11 After agreement with the University as to the dates, an employee is entitled to prolong his vacation with a leave without pay, provided that the service requirements of the department are respected.

However, the total duration of the annual vacation taken (consecutively or not) and of the extension may not exceed seven (7) weeks within any one fiscal year.

22.12 Vacation periods are determined by the immediate supervisor and the employee taking into consideration:

- the seniority of the employee applied within the department;
- the preference expressed by the employee.

Vacation requests cannot be denied without a valid reason, in which case the burden of the proof rests with the University.

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

22.13 Notwithstanding clause 22.10, an employee may defer two (2) weeks of vacation from one year to the next and this for two (2) consecutive years. However, the accumulated vacation must be taken in the third year at the latest.

## **ARTICLE 23 PARENTAL LEAVES**

### **PREAMBLE**

Unless if specifically mentioned, all leaves provided in the present Article 23 are without pay.

The present article does not grant an employee any benefit, monetary or non-monetary, which she or he would not have had, is she/he had remained at work.

### **Section I: Maternity Leave**

- 23.01 a) A pregnant employee is entitled to a maternity leave of eighteen (18) weeks duration, which subject to clause 23.04 must be consecutive.
- b) An employee who becomes pregnant while benefiting from a leave provided in the present article is also entitled to maternity leave and the indemnities provided in section V of the present Article 23.
- c) An employee who gives birth to a stillborn child after the beginning of the twentieth (20<sup>th</sup>) week preceding the due date is also entitled to such maternity leave.
- 23.02 The distribution of the maternity leave before and after the birth is at the employee's discretion and includes the date of delivery. However, the leave can start as soon as the beginning of the 16<sup>th</sup> week preceding the date of birth and ends no later than 18 weeks after the week of birth.
- 23.03 If the birth occurs after the due date, the employee is entitled to an extension of her maternity leave for the length of time the birth is overdue, unless she has at least two (2) weeks of maternity leave left after the birth.
- 23.04 A maternity leave can be split, interrupted or extended in accordance with the conditions provided in section V of the present Article 23.
- 23.05 During the maternity leave and the extensions provided in clause 23.03 and section V of the present Article 23, the employee can defer a maximum of four (4) weeks of annual vacation if she notifies the University in writing of the date of such deferral no later than two (2) weeks before the expiry of said maternity leave. If vacation is not deferred, the University must pay the vacation indemnity at the end of the fiscal year during which the vacation is due.
- 23.06 The maternity leave may be for a period less than eighteen (18) weeks. If the employee returns to work within the two (2) weeks following birth, she must, at the University's request, submit a medical certificate confirming that she is sufficiently recovered to resume work.

## **Section II: Special leaves**

### 23.07 a) **Preventive withdrawal**

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

1. she is pregnant and her working conditions expose her or her unborn child to infectious diseases or to physical dangers;
2. her working conditions involve dangers for the child whom she is breast-feeding.

The employee must present a medical certificate to this effect as soon as possible.

The employee so assigned retains the rights and privileges of her regular position. If the assignment is not carried out immediately, the employee is entitled to a special leave to begin immediately. Unless a reassignment arises afterward to cancel this special leave, the special leave terminates for the pregnant employee, on the date of the birth, and for the employee who is breast-feeding, at the end of the breast-feeding period.

During the special leave provided by the preceding paragraph, in regard to her indemnity, the employee is subject to the provisions of the Health and Safety Law on preventative measures for the pregnant or breast-feeding employees.

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

Should an employee other than the employee requesting to be temporarily reassigned agree, his position may be exchanged for that of the pregnant employee for the duration of the temporary relocation, subject to University's approval. This provision will apply only when both employees meet the normal requirements of the task.

The employee thus reassigned to another position and the employee who agrees to take this employee's position maintains all rights and privileges pertaining to their respective regular position.

### b) **Other Special Leaves**

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

1. When there is a complication in the pregnancy or a risk of miscarriage, 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 to the

existing risk and the due date; this leave is then considered as the maternity leave provided in clause 23.01, starting on the beginning of the fourth (4th) week preceding the due date.

2. upon presentation of a medical certificate prescribing the duration of the leave, when an interruption of pregnancy occurs before the beginning of the twentieth (20th) week before the due date. The leave duration is at least three (3) consecutive weeks.
3. for visits with a health care professional related to the pregnancy , up to a maximum of four (4) working days that 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 23.25, insofar as she is normally entitled to them and also in clause 23.27. The employee covered by paragraph 23.07 b) may also avail herself of the benefits from the sick leave plan or the long term disability plan, whichever the case may be.

### **Section III: Birth, adoption and paternity leaves**

#### 23.08 Birth or adoption leaves

- a) The employee whose spouse gives birth or who adopts a child is entitled to a leave without loss of pay of a maximum duration of five (5) working days. The leave can be split in days upon request of the employee and must be taken, depending on the case, between the delivery date or in case of adoption, between the date the child is in the employee's care, and the fifteen (15<sup>th</sup>) day following the child's arrival at his father or mother's residence. However, one (1) out of those five (5) days can be deferred for the purpose of a religious celebration related to the birth or for the civil registration of the child.

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 paid. This leave can be split in days upon the employee's request and must be taken within fifteen (15) days of the interruption of pregnancy.

- b) The employee may defer one week's vacation if the birth or the interruption of pregnancy occurs during his annual vacation. He must inform the University in writing.

23.09 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.

## 23.10 **Paternity leave**

The employee whose spouse gives birth is entitled to a paternity leave for a maximum period of five (5) consecutive weeks for the birth of his child. This leave must be taken no sooner than the week of the delivery and must end not later than fifty-two (52) weeks after the child's birth.

The employee whose spouse dies receives the balance of her eighteen (18) weeks of maternity leave and benefits from the rights and benefits pertaining to such leave.

## **Section IV: Parental leave**

- 23.11
- a) A parental leave of a maximum duration of one-hundred and four (104) consecutive weeks is granted to the employee following the end of the maternity leave or paternity leave, or one-hundred and four (104) weeks following the date of arrival of the child at the employee's residence in the case of an adoption.
  - b) An employee whose projected duration of parental leave is less than one-hundred and four (104) weeks can, only once, ask the University to extend his or her parental leave up to the maximum provided in paragraph a) by submitting a written request at least thirty (30) days prior his projected return to work.
  - c) During this leave, the employee can, if he submits a request to the University at least thirty (30) days in advance, modify his full-time parental leave to a part-time parental leave or vice-versa. The employee can prevail himself from this provision only once.
  - d) The employee who wants to return to work before the projected date must give a written notice at least twenty-one (21) days prior to his return to work or thirty (30) days prior to his return to work if the duration of the leave is more than thirty-four (34) weeks.
  - e) The employee who does not prevails himself of the leave provided in the precedent paragraphs can benefit, after the birth or the adoption of his child, of a leave of a maximum duration of fifty-two (52) consecutive weeks, that starts at the moment decided by the employee but not later than one (1) year after the birth of the child or, in case of an adoption, one (1) year after the child is in his care.
  - f) In the case of a part-time parental leave, the request must specify the schedule desired by the employee. In case of disagreement with the University concerning the schedule, the employee is entitled to a maximum of two (2) and a half (1/2) day per week or the equivalent. Failing agreement on the distribution of these days, the University determines the schedule.

## **Section V: Splitting, interruption or extension of maternity, paternity or parental leave**

23.12 A maternity, paternity or parental leave can be split in weeks, 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) for a maximum duration of twenty-six (26) weeks if the employee is sick or unfit to work because of an injury or organ or tissue donation for the purpose of transplantation;
- c) If the employee must be present with his child, spouse, 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 provided 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 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 minor child who has suffered a severe physical injury resulting from a crime and making him unfit to pursue his regular activities
- e) for a maximum period of fifty-two (52) weeks, if a minor child of the employee has disappeared. If the child is found within twelve (12) months of his disappearance, this period ends on the eleventh (11<sup>th</sup>) day that follows;
- f) for a maximum duration of fifty-two (52) weeks if the spouse of the child of the employee commits 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 crime.

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 the supplementary allowance to the employee as the employee would have been entitled to should she/he would have not prevail himself of said splitting or interruption.

23.13 When the child is hospitalized during the maternity, paternity or parental leave, an employee who interrupted his leave may return to work, after reaching an agreement with the University

23.14 The employee who submits a written notice to the University with a medical certificate attesting of the health of his child or, in the case of a maternity leave her own health,



before the end of her/his maternity, paternity or parental leave is entitled to an extension of the leave for the duration prescribed on the medical certificate.

23.15 The provisions of this section shall not operate to extend the period of parental leave beyond one-hundred and four (104) weeks.

**Section VI: Supplementary allowance to the Quebec Parental Insurance Plan (QPIP) or the Employment Insurance Program (EI)**

23.16 The benefits provided in this section are only paid as a supplement to the benefits of the Quebec Parental Insurance Plan or, whichever the case, as benefits during a maternity leave or supplementary maternity leave for which this plan does not provide any benefit.

23.17 If the granting of the leave is restricted to only one spouse, this restriction is applicable if the other spouse is also an employee of the public, semi-public or university sector.

23.18 Payments for deferred remuneration or severance pay will not be reduced nor increased by the payment of compensation under the present Article 23.

**23.19 Employees eligible to QPIP**

- a) The employee who, following a request for QPIP benefits, receives such benefits, is entitled to receive:
  - i) During her maternity leave:  
A supplementary allowance equal to the difference between ninety-three (93%) of her weekly salary and the benefits received from QPIP, for a maximum period of eighteen (18) weeks;
  - ii) During his paternity leave:  
A supplementary allowance equal to the difference between ninety-three (93%) of his weekly salary and the benefits received from QPIP, for a maximum period of five (5) consecutive weeks;
  - iii) During her or his parental leave:  
A supplementary allowance equal to the difference between ninety-three percent (93%) of her or his weekly salary and the benefits received from QPIP, for a maximum period of thirty-two (32) weeks and, in the case of an adoption, for a maximum of thirty-seven (37) weeks.
- b) The total of the amounts received by the employee during her or his maternity, paternity or parental leave in QPIP benefits and wages cannot exceed ninety-three percent (93%) of her or his base weekly salary paid by the University and if so, by any other employer.
- c) When the QPIP benefits are interrupted for any reason provided in section V, the payment of the supplementary allowance will cease and resume when the QPIP benefits will be paid again.

- d) The employee eligible to a maternity leave will also be eligible to an additional period of two (2) weeks of maternity leave to be taken at the end of the period covered by QPIP. During this two (2) weeks period, the employee will received an allowance equivalent to 93% of her regular weekly salary. The employees benefiting from this additional maternity leave will be eligible to those two (2) weeks in addition to the leave provided in section IV. Those two (2) weeks will not be taken into account in the calculation of the parental leave of a maximum duration of two (2) years.

**23.20 Maternity or parental leave-Employee not eligible for QPIP nor Employment Insurance**

The employee not eligible to QPIP or Employment Insurance is excluded from any other compensation. However, the employee who has accumulated twenty (20) weeks of service is entitled, for ten (10) weeks, to an allowance equal to ninety-three percent (93%) of his weekly regular salary.

**23.21 Employee not eligible for QPIP but eligible to Employment Insurance**

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

- i) During a maternity leave:

For each week of the waiting period: an allowance equal to 93% of her regular weekly salary.

For the fifteen following weeks: an allowance equal to the difference between 93% of her weekly regular salary and the benefits received.

- ii) During a parental or adoption leave: an allowance equal to the difference between 93% of her weekly regular salary and the benefits received for a maximum of 35 weeks.

**23.22 Miscellaneous**

- a) No allowance shall be paid during a paid vacation period.
- b) The first installment of the allowance is made, to the extent possible, in the first pay period following receipt by the University of the decision notice and calculation statement from Emploi et Solidarité sociale Québec. The subsequent payments are made each payroll period.
- c) The regular weekly salary of the permanent part-time employee is the average of his regular weekly salary of the twenty (20) weeks preceding his leave. If, during this period, the employee has received benefits based on a percentage of his regular salary, it is understood that in the purpose of calculating his

regular salary, it refers to regular salary from which such benefits were established.

If during this period of twenty (20) weeks, the pay scales are adjusted, the adjusted salary is considered to be the regular weekly salary. If, however, the maternity leave includes the date of the adjustment of the salary scales, the regular weekly salary is calculated from that date according to the salary scale adjustment applicable to it.

- d) Any period during which the employee on special leave provided in clause 23.07 does not receive a CNESST allowance, is excluded from the calculation of her base weekly salary.

## **Section VII : Notice**

- 23.23 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, the notice must be accompanied by a medical certificate attesting the pregnancy and specifying the due date. The time limit regarding the presentation of this notice may be less if a medical certificate attest that the employee must leave her job sooner than expected. In case of an unforeseen event, the employee is exempted from the formality of the notice if she provides the University with a medical certificate stating that she had to leave her job without delay.

For the paternity or parental leave, the notice shall be accompanied by a supporting document attesting the birth or adoption, whichever the case.

- 23.24 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 end date of said leave.

The employee to whom the University has sent such a notice must report to work upon termination of the leave.

The employee who does not comply with the preceding paragraph is considered as being on leave without pay for a maximum of four (4) weeks. At the end of this time, the employee who has not reported back to work is considered to have resigned.

## **Section VII: Benefits**

- 23.25 During the maternity, paternity and parental leave, the employee is entitled, provided that she is normally entitled to, and that she pays her share of premiums or dues, to the following benefits:

- Salary insurance;
- Life insurance;

- Supplementary life insurance;
- Health plan;
- Vision care plan
- Dental care plan
- Pension plan;
- Accumulation of seniority;
- Accumulation of experience;
- Eligibility to apply on a job posting and to obtain the position in compliance with the provisions of the collective agreement, as if he was still at work.

23.26 The University pays its share of collective insurance premiums or its share of pension plan contributions for a maximum of seventy weeks. Thereafter, an employee who wishes to continue to participate to those benefits plans, insofar as the plans allow it, must pay the totality of the premiums or contributions.

23.27 Upon his return, the employee reintegrates to his position or the position obtained by posting during his leave. In the event that the position has been abolished, or if he has been displaced due to the application of Article 10, the employee can prevail himself, upon his return to work, of all the rights and privileges provided in the collective agreement.

The employee covered by paragraph 23.07 b) can also benefit from the short-term sick leave or from the long term disability plan, as appropriate.

23.28 a) Subject to Article 31, the step increase policy will be maintained for the duration of this collective agreement, for the duration of the leave provided in Article 23.

b) During a part-time leave with or without pay of more than twelve (12) weeks, an employee retains his eligibility to the benefits provided in Articles 32 and 33 if he becomes disabled or unable to return to work due to a sickness or an injury other than a work related injury, after submitting a written request to end his leave with or without pay as provided in paragraph 23.11d).

c) In the cases provided in paragraph b), the employee must submit a medical certificate to the University attesting the date of onset of his disability, his inability to come back to work and the expected date of return to work and of end of his disability. The University reserves the right to have the employee examined by another doctor.

23.29 The employee can take his deferred annual vacation immediately before his parental leave, as long as there is no discontinuity with her maternity leave or his parental leave, whichever the case is.

For purpose of this paragraph, all leaves accumulated pursuant to Article 22 before the maternity or paternity leave are added to the deferred annual vacation.

## **ARTICLE 24 LEAVE WITHOUT PAY**

- 24.01 In cases not provided for in the collective agreement, an employee with the equivalent of one (1) year of full time service who wishes to obtain a leave without pay must make a written request to the immediate supervisor. The University shall not refuse such a leave without valid reason.
- 24.02 The duration of a leave without pay generally does not exceed twelve (12) months. The leave may be extended with the consent of the University.
- 24.03 A written request for a leave without pay must be forwarded to the immediate supervisor 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.
- 24.04 If an employee fails to return to work at the end of said leave without having received authorization to prolong this leave or except in the case of an emergency situation, he is considered as having resigned retroactive to the date of the beginning of the leave.
- 24.05 After agreement between the Parties an employee may put an end to the leave without pay before the anticipated date of return.
- 24.06 Upon his return, the University reintegrates the employee with all of his rights into the position he occupied at the beginning of the leave, or if his position has been abolished Article 10 applies.
- 24.07 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 collective agreement. He continues to benefit from the pension and insurance plans should these plans so permit, on condition that he pays the entire cost.
- 24.08 **Part-time leave**
- a) A part-time leave is a weekly leave without pay granted to a permanent employee holding a full-time position who makes the request. This leave may be a leave of one (1) day, two (2) days, or three (3) days per week as per the choice the employee makes in his request.
  - b) Part-time leaves are granted for one (1) year or less. Such a leave must be of mutual benefit to the University and the employee.

- c) During a part-time leave, an employee accumulates seniority as if working on a full-time basis.
- d) During a part-time leave, the employee's remuneration is prorated to time worked. For benefits, the University and the employee agree to contribute as if working on a full-time basis. In calculating benefits, the employee on part-time leave is considered as working full-time.

24.09 **Study leave**

- a) Study leave is intended to provide employees with the opportunity to pursue undergraduate or graduate study, or professional training which shall increase or broaden the competence of the employee.
- b) Employees who have completed four (4) years of permanent service with the University shall be eligible for study leave.
- c) The Parties view study leave as beneficial to the employees and the University. Consequently, granting study leaves will not be unreasonably withheld.

- 24.10
- a) An employee is entitled to a study leave after having submitted a written request to the Dean/Director, with a copy to the Human Resources Department, and to the immediate supervisor, two months prior to the anticipated start date of the leave.
  - b) Applications for study leave shall state:
    - 1) the specific reason for the leave including proof of acceptance into an accredited program;
    - 2) the desired period of leave;
    - 3) the percentage work reduction requested.

24.11 Generally a study leave shall 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.

24.12 Normally a study leave shall not involve continuous absence from normal duties and responsibilities in excess of fifty percent (50%).

24.13 An employee's remuneration during a study leave shall be calculated according to the following formula:

<b>PERCENTAGE WORK</b>	<b>PERCENTAGE SALARY</b>
50%	60%
60%	67.5%
70%	75%
80%	82.5%
90%	90%

24.14 An employee's annual base salary, while on leave, shall be computed on the basis of the employee's normal hours of work. All relevant salary adjustments shall be applied to this base salary. The actual salary paid shall be prorated in accordance with the above table.

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

24.16 Vacation entitlement for an employee on study leave shall be prorated to percentage of work.

24.17 Approval or refusal of study leave shall be provided in writing to the employee by the Dean/Director with a copy to the Human Resources Department, within six (6) weeks of the date the application was received. Approval letters shall include all agreed to conditions; refusal letter shall include reasons for the refusal.

24.18 The Human Resources Department will provide statistics on study leave applications to the Union each year in January, April and August.

24.19 Three (3) years of permanent service after completion of an initial study leave is required before an employee shall again be eligible for such leave.

## **ARTICLE 25 PUBLIC SERVICE ABSENCES**

25.01 Any permanent employee standing for election to a municipal council, a school board, a board of an Integrated Health and Social Services Centres (CISSS) or an Integrated University Health and Social Services Centres (CIUSSS), formally a hospital board or a local centre for community services (CLSC), is entitled to a leave without pay not exceeding thirty-five (35) working days. The employee may take his accumulated vacation entitlement within these thirty-five (35) days.

25.02 Any employee elected in a provincial or federal election is granted a leave without pay for the duration of his first term of office. The University agrees to reintegrate the

employee upon his return to work into a position equivalent to the one he held before his leave.

When an employee is elected in a municipal election, the employee is granted a leave without pay in accordance with the provisions of the Act Respecting Elections and Referendums in Municipalities.

25.03 An employee who wishes to participate in the organization of an electoral campaign may, after agreement with the University, use his accumulated vacation entitlement or a leave without pay in accordance with the dispositions of the applicable legislations.

25.04 An employee elected to a school board, a municipal council, a board of an Integrated Health and Social Services Centres (CISSS) or an Integrated University Health and Social Services Centres (CIUSSS), formally a hospital board or a local centre for community services (CLSC) is entitled to a leave without pay for meetings or official activities of his function.

In such cases a written request containing the employee's name, 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.

25.05 Upon his return, the University reintegrates the employee into the position he held at the time of his departure, or into an equivalent position if his position has been abolished.

## **ARTICLE 26 UNIVERSITY CLOSINGS**

26.01 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, any employee whose presence is required shall receive, subject to express provisions of the collective agreement, in addition to his regular salary for time worked, the equivalent in paid leave.

## **ARTICLE 27 TUITION WAIVER**

27.01 Permanent employees and their dependents accepted in and registered for courses given by the University are exempt from the tuition fees for credit courses at the undergraduate or graduate rate established for "Canadian and other students with Permanent Residence (Landed Immigrant) status". For permanent part-time employees the exemption is pro-rated to hours worked.



The credit courses offered by the University through *econcordia* are covered by the application of this clause.

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

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

- a) a spouse as defined in Article 2;
- b) the child or children, that is to say any child of the employee, of his spouse, or of both, and who is financially dependent on the employee.

27.04 The following persons are also entitled to a tuition waiver:

- a) an employee who has retired from the University;
- b) the spouse and the financially dependent children of an employee who has retired from the University, or of an employee who died while in the employ of the University.

27.05 Except as provided in clause 27.04, the tuition waiver applies to the employee and his dependents only for the duration of his permanent employment at the University. This right ceases at the moment the employee terminates his employment at the University. The employee must then assume the prorated tuition fees waived, as of that date.

When an employee is laid off, the tuition waiver remains in effect for the duration of the courses where the tuition was already waived.

Employees who, at the time of hiring, are registered for a course or courses given by the University will receive an exemption from the tuition fees prorated to the date of hiring.

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

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

27.08 a) The University recognizes that knowledge of French and English is desirable and agrees to ensure and assist employees in receiving adequate instruction.

b) An employee who wishes to take a French language or an English language credit course offered by the University during regular working hours may do so without loss of pay, provided that a request is made in advance to the

immediate supervisor. The granting of such a request will not be unreasonably withheld.

- c) An employee who wishes to take French or English language non-credit courses offered by the Center for Continuing Education of the University may do so without loss of pay. In such a case, the employee pays the tuition fees and the University reimburses upon presentation of proof that the course was completed. The granting of such a request will not be unreasonably withheld.

## **ARTICLE 28 WORK ACCIDENTS**

28.01 An employee who is victim of an accident or has contracted an occupational disease must report this to the immediate supervisor as soon as possible following the event, and shall complete and sign the University report concerning accident/incident/professional illness as soon as possible following the event.

28.02 When an employee is absent from work as a result of an occupational injury as defined by law, the University will pay the employee his regular weekly salary for a period of four (4) calendar months following the beginning of the absence. The employee will turn over to the University compensation received from the *Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST)*.

If the absence exceeds four (4) months the University will continue to pay the equivalent of the indemnity paid by the CNESST and this for the two (2) years following the beginning of the absence.

Thereafter, indemnity is undertaken by the CNESST. The terms of this clause will remain in effect until the CNESST establishes that either the employee is able to return to work or that the employee is suffering from a permanent disability, partial or total, preventing him from returning to work.

28.03 Upon his return to work, the University reintegrates the employee into the position he occupied at the moment of his departure, or if his position has been abolished or posted, into an equivalent position. However, positions left open as the result of an occupational injury for a period not exceeding twenty-four (24) months are not considered vacant positions.

28.04 a) The employee, who, as a result of a work accident or professional injury, suffers from a permanent partial disability that prevents him from returning to his old position, is placed without posting, into a new or vacant position that is suitable to his condition.

b) If there is no such position available the Parties shall meet to discuss a retraining program, for the employee concerned.

28.05 The employee who returns to work after an absence provided for in this article, and who must be absent from work in order to receive further treatment or undergo medical examinations related to his injury or to fulfill an activity within the framework of an individualized rehabilitation program, shall obtain a leave with pay for the required time of absence and this leave shall include travelling time.

## **ARTICLE 29 AMENDMENTS TO THE COLLECTIVE AGREEMENT**

29.01 In the event that the Parties mutually agree to amend any of the provisions of the collective agreement, such amendments shall be incorporated into a letter of agreement and shall be filed in accordance with Article 72 of the Labour Code.

## **ARTICLE 30 PREMIUMS**

30.01 An employee who works more than two (2) evening shifts per week, that is if half or more of his regular working hours fall after 3:00 pm, is entitled to a premium of seventy-five (0.75) cents for each hour of actual work after 3:00 pm.

An employee is not entitled to such a premium when he is being paid at the rate provided for overtime. This premium is not added to the basic rate in calculating the remuneration for overtime performed. However, this article does not apply to those employees who have chosen their schedule in accordance with clause 18.09.

The premiums provided for in the present article shall be annually indexed according to the granted salary increase percentage.

## **ARTICLE 31 CLASSIFICATION AND SALARIES**

### **31.01 Classification and remuneration at hire**

The employee, from the date of hire by the University, is classified according to the nature of the work and the characteristic elements which are fundamental to the position and are exercised on a regular basis. The classification of the position corresponds to one of the job classes which appear in Appendix "A".

The employee is integrated into the salary scale which corresponds with his job class.

31.02 The University determines where the employee fits on the salary scale according to education and experience as per the terms of this article.

31.03 A step normally corresponds to one (1) complete year of pertinent experience. It indicates the level of remuneration within the salary scale for each job class.

31.04 The employee who has no more than the minimum qualifications required by the job class is hired at the first step of the job class.

31.05 However, the employee who has more experience than the minimum required for the job class will be granted one step for each year of additional experience as long as the experience is considered to be pertinent as per the attributes described for the job class.

31.06 Likewise, an employee who has successfully acquired more education than the minimum required will be granted a step for each year of education which exceeds the minimum required. This education must be both pertinent and greater than the minimum education for the job class.

31.07 **Rules governing step advances**

a) Every year on June 1, with the exception of employees hired during the preceding March, April and May, all employees advance one step.

b) An additional step advance is granted when an employee completes additional studies equivalent to one (1) year of full-time studies, as long as the studies are both pertinent and greater than the minimum education required for the job class into which the employee fits. This additional step advance is granted when the employee provides the University evidence to this effect.

31.08 **Job description**

An employee must receive a copy of his job description when he is hired, when he changes positions or when his job description is updated. A copy is given to the Union.

31.09 **Reclassification request**

An employee who believes that his principal duties do not correspond to his job class may submit a request for revaluation in writing to his immediate supervisor, with copy to the Human Resources department, Compensation unit and to the Union, specifying the reasons supporting his request.

The Human Resources department will evaluate the position and will inform the employee, the supervisor and the Union of the results in writing, within ninety (90) working days of the request.

Any reclassification resulting from the evaluation will be effective retroactively as of the date of the employee's request.

If the Human Resources department fails to answer within ninety (90) working days following the request or if the employee is unsatisfied with the evaluation results, he may submit a grievance as provided in clause 8.03, within thirty (30) working days of

the failure to answer or of the receipt of the unsatisfying answer, whichever occurs first.

If the job class of the position is downgraded, the employee holding the position continues to be paid according to the salary scale which applied to the position before the re-evaluation and is entitled to all of the step and salary increases as if the position had not been re-evaluated. The present applies as long as the employee remains the incumbent of the position.

- 31.10 A grievance submitted according to the clause 31.09 is a continuous grievance in the sense that the delays provided for in Article 8 cannot have the effect of prescribing the grievance if the occurrence continues within the delay, even if the development occurred earlier than the thirty (30) day delay.

However, no retroactivity will be due beyond thirty (30) days of the date of the filing of the grievance.

31.11 **Rules governing the movement of personnel**

- a) When an employee transfers from one position to another within the same job class, there is no change in salary.
- b) When an employee is promoted to a position in a higher job class, the employee receives from the date of promotion, subject to paragraph 12.01e), whichever of the following is most advantageous:
  - i. step one of the higher job class;
  - ii. the step which corresponds to an increase of five percent (5%). If the five percent (5%) increase places the hourly rate between two (2) steps, the employee is placed on the higher step.
- c) An employee who is temporarily reassigned to a position in a higher job class receives the appropriate hourly rate and this retroactive to the first day of the temporary reassignment.

31.12 **Details on pay stubs**

Employees are paid on Friday of every two (2) weeks. However, should the Friday fall on a holiday, the payday will be the preceding work day.

- 31.13 In cases of permanent termination of employment, the University remits to the employee, at the moment of departure, all money owing.

The employee must give advance notice of at least ten (10) working days to receive the monies mentioned at the moment of departure, or else the University will turn over the monies due at the first pay following the moment of departure.

31.14 **Job classification**

a) The job classes are described in Appendix "A".

b) **Creation of a new job class**

The University may create a new job class not provided for by the collective agreement. In such a case the University will negotiate the functions, the requirements and the salary for this job class. Should there be no agreement, the case may be referred to arbitration.

**ARTICLE 32 BENEFITS**

32.01 Employees covered by the collective agreement are eligible for the University benefits program, in accordance with the conditions stipulated therein.

32.02 The benefits program consists of the following:

1. Health Plan, including vision care;
2. Dental Plan;
3. Basic Life Insurance Plan;
4. Long-Term Disability Plan;
5. Pension Plan;
6. Optional Life Insurance Plan;
7. Optional Dependent Life Insurance Plan;
8. Optional Accident Insurance Plan;
9. Group RRSP.

32.03 A Union representative may consult the texts of the mentioned plans in the clause above by making an appointment with the Human Resources Department during normal working hours.

32.04 **Early Retirement**

- a) An employee is eligible for his full University pension as of the first of the month which coincides with his sixty-fifth (65<sup>th</sup>) birthday or the month following it.
- b) An employee aged fifty-five (55) or more is eligible to take early retirement as of the first of the month which coincides with his date of birth or the month following it, subject to a notice of at least three (3) months to the immediate supervisor and the Human Resources Department.
- c) In addition to his early retirement pension, a permanent employee who has completed fifteen (15) years of service and who is 55 years old or older is eligible to receive a lump sum calculated on the percentage of his base annual salary on the day preceding his retirement. The amount is determined as follows:

<b>AGE</b>	<b>PERCENTAGE OF ANNUAL BASE SALARY</b>
55 to 60 inclusive	100%
61	80%
62	60%
63	40%
64	20%

- i. One (1) employee may benefit from the provisions of this paragraph per collective agreement year, which is from June 1 to May 31. However, if there are no demands made during a given collective agreement year, it is possible to defer the payment of one (1) early retirement indemnity to the next collective agreement year, for an absolute maximum of two (2) early retirement indemnities paid per collective agreement year;
- ii. Any employee must meet the eligibility criteria on the projected early retirement date in order to submit a request;
- iii. The requests made during a collective agreement year are receivable only for the following collective agreement year. The employee whose request is denied can submit another request starting the following year.
- iv. The requests for early retirement are received by the Human Resources department, Pension and Benefits unit, between June 1<sup>st</sup> and November 30<sup>th</sup> for an early retirement in the following collective agreement year;
- v. The early retirement indemnity is granted to the candidate with the most seniority;
- vi. Any employee who has submitted an early retirement request will be informed in writing of the approval or denial of his request before the 15<sup>th</sup> of December;
- vii. An employee whose early retirement request is approved must confirm the effective date of his retirement departure within three (3) months of his request's approval. If the employee fails to confirm, the early retirement indemnity will be paid to the next candidate, in seniority order, who will need to confirm the effective date of his retirement departure, within three months of his request's approval;
- viii. The employee who confirms his retirement date must retire on that date. An employee cannot cancel his request unless an unpredictable event, such as, but not limited to, sickness or invalidity of the employee, death of his spouse or divorce, occurs between the date of confirmation and the date effective of his retirement;
- ix. An employee benefiting from the severance pay of clause 10.03 cannot also benefit from the early retirement provisions provided in this clause.

32.05 Retired employees are entitled to the following benefits:

- i. Continued Participation in the Concordia University Health Plan;
- ii. University Library privileges;
- iii. Tuition waiver, as provided in Article 27.

### **ARTICLE 33 SICK LEAVE**

33.01 The purpose of the sick leave program is to compensate for the loss of earnings of any employee who is not able to perform his normal duties because of sickness, or accident other than an occupational injury.

The cost of the program is defrayed entirely by the University.

- 33.02
- a) An employee who is disabled due to illness or injury is entitled to paid sick leave for periods of up to four (4) months. After four (4) months, the employee will be protected by the provisions on the Long Term Disability (LTD) Insurance Plan.
  - b) Benefits outlined in this clause are reinstated one (1) month following return to active duty for a new incapacity, and three (3) months following return to active duty for a recurrence; otherwise, they continue.
  - c) For any absence due to a prolonged sick leave, the University reserves the right to require a medical certificate at any time during or following such an absence.

33.03 For any absence the employee is responsible for advising the immediate supervisor as soon as possible.

33.04 As a rule, employees are not required to submit a medical certificate for absence of five (5) consecutive working days or less. However, the University reserves the right to request a medical certificate at any time in cases of recurring absences of any duration and also to have an employee examined by another physician.

33.05 The position of an employee who is on a long term sick leave is considered permanently vacant after a thirty-six (36) months period from the first day of the sick-leave. During this thirty-six (36) months period, upon the presentation of a medical certificate establishing his capacity to return to work, the employee will be re-integrated into the position he occupied.

The provisions of paragraph 10.02 c) will apply to the person who returns to work after a sick-leave of more than thirty-six (36) months.

### **ARTICLE 34 APPENDICES AND LETTERS OF AGREEMENT**



34.01 All appendices and all letters of agreement form an integral part of the collective agreement.

## **ARTICLE 35 TECHNOLOGICAL CHANGE**

35.01 The Parties agree that the term "technological change" refers to major changes affecting staffing, or major changes to the administrative structures or major changes brought to the organization of work by the introduction of new techniques or work procedures or new machinery replacing that which was already in place affecting the working conditions of the employees.

35.02 a) The University will give a written notice to the Union of its intention to introduce technological change, at least three (3) months prior to the expected date of such a change.

This notice must include:

- i) the nature and goal of the technological change;
  - ii) the expected date of implementation, or the schedule of implementation if such is the case;
  - iii) the names of the employees, and if such is the case, the positions likely to be affected by the technological change;
  - iv) the effect which the technological change is 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 University agrees to submit its projects to the Labour Relations Committee for discussion (over and above the usual discussions with the staff).
- c) The University agrees to offer to employees affected by technological change, the necessary training, at the University's expense, to allow them to fulfill their new duties, during work hours and without any loss of rights or advantages.

## **ARTICLE 36 TRAINING**

36.01 The Parties recognize the benefits to be gained from providing the employees with the opportunity to increase their competencies, particularly as they enhance the quality of working and learning within the University. Professional training activities are deemed to be a part of the fulfilment of the duties of an employee.

36.02 At the beginning of the fiscal year, each department or administrative unit may allocate a percentage of its budget to training. This amount shall be distributed as equitably as possible within the department or administrative unit.

36.03 All employees who wish to follow training sessions, which are related to their duties, must make a request to the immediate supervisor. The University will not refuse such a request without a valid reason.

The employee who follows these sessions during regular working hours does not suffer any loss of salary.

36.04 In each department, the information on different opportunities for training shall be given to the employees at least once a year.

36.05 a) An Employee Training Committee may be established in each department or administrative unit where there is an employee from the bargaining unit. This committee will meet at least once a year. The committee must include at least one employee from the bargaining unit.

The specific procedures and criteria for the distribution of the amounts allocated to professional training or for the opportunities for professional training shall be established by the committee.

The committee may allocate funds for professional activities, such as attending conferences, seminars or workshops.

b) Should a committee not be established, the department or administrative unit will hold at least one meeting on professional training each year. All employees who are members of the bargaining unit will be invited to attend. During this meeting, the specific procedures and criteria for the distribution of the amounts allocated for professional training or for the opportunities for professional training will be discussed.

36.06 An employee who benefits from professional training may be requested to provide a written report on the activities undertaken to the immediate supervisor within thirty (30) days of the completion of the activities.

## **ARTICLE 37 ACQUIRED RIGHTS**

37.01 The University agrees to maintain the rights or advantages not provided or superior to the provisions in the collective agreement, which many employees enjoy, except if the circumstances that permitted the establishment of these rights and advantages have changed.

## **ARTICLE 38 TEMPORARY EMPLOYEES**

38.01 The collective agreement applies to temporary employees in the following manner:

**Article 1 Purpose of the collective agreement**

The entire article applies.

**Article 2 Definitions**

The entire article applies.

**Article 3 Union recognition and jurisdiction**

The entire article applies.

**Article 4 Management rights and obligations**

The entire article applies.

**Article 5 Non discrimination**

The entire article applies.

**Article 6 Union membership**

The entire article applies.

**Article 7 Union activities**

The entire article applies, except for clause 7.09.

**Article 8 Grievance and arbitration procedures**

The entire article applies.

**Article 9 Seniority**

Paragraphs 9.01 d), e), 9.02 a) 2 and 4, 9.03 b), and clauses 9.04 and 9.05 apply.

Temporary employees hired for a period exceeding six (6) months shall be subject to a probationary period of sixty (60) days.

**Article 10 Employment security, position abolition and recall to work**

The entire article does not apply.

The temporary employees subject to a layoff must receive a notice of at least two (2) weeks.

**Article 11 Job posting**

The entire article applies.

**Article 12 Movement and selection of personnel**

The entire article applies.

**Article 13 Occupational health and safety**

The entire article applies.

**Article 14 Sub-contracting**

The entire article does not apply

**Article 15 Disciplinary measures**

The entire article applies except for temporary employees who have not completed sixty (60) days worked in a period of six (6) months, for whom the grievance and arbitration procedure does not apply in the case of firing.

**Article 16 Personnel files**

The entire article applies.

**Article 17 General**

The entire article applies.

**Article 18 Work hours and schedules**

The schedules of temporary employees are established by the University. The temporary employee hired to replace a permanent full-time employee or a probationary employee works the hours of the employee he is replacing.

**Article 19 Overtime**

The temporary employee can agree to extend his regular work hours up to the regular work day (seven (7) hours) or to the regular work week (thirty-five (35) hours). These hours shall not be considered as overtime, but are remunerated at the regular salary rate. All hours worked outside of the regular work day or regular work week are considered as overtime.

**Article 20 Holidays**

The entire article applies to the temporary employee. The temporary employee will be paid for any of the holidays outlined in clause 20.01 as long as it is part of the employee's regular work schedule.

**Article 21 Personal and social leaves**

The entire article applies.

**Article 22 Vacation**

The temporary employee shall receive, upon leaving, vacation pay equivalent to eight percent (8%) of his salary earned between his date of hire and his date of termination.

The temporary employee whose duration of employment exceeds twelve (12) months may take vacation, after agreement with his immediate supervisor.

Paid vacation is determined in the following manner: one day and two-thirds (1 2/3) for each month of seniority to a maximum of twenty (20) working days.

**Article 23 Parental leaves**

A pregnant temporary employee with less than two (2) years of continuous active service is entitled to an unpaid maternity leave of twenty (20) weeks. This leave shall not extend beyond the termination date of the employee's current contract.

After the birth or adoption of the employee's child, a temporary employee with less than two (2) years of continuous active service, is entitled to a leave without pay of up to thirty-four (34) continuous weeks, starting at the moment which the employee decided, but ending no later than one (1) year after the birth, or in the case of adoption, one (1) year after the child is placed in the employee's care. This leave shall not extend beyond the termination date of the employee's current contract.

A temporary employee with at least two (2) years of continuous active service at the date of application, is entitled to the maternity leave and parental leaves outlined in Article 23. Such leave shall not extend beyond the termination date of the temporary employee's current contract.

Notwithstanding the foregoing, this entitlement is not intended to confer any benefit, monetary or non-monetary, which the employee would not have had if he/she had remained at work.

**Article 24 Leave without pay**

The article does not apply.

**Article 25 Public service absences**

The entire article applies.

**Article 26 University closings**

The entire article applies.

**Article 27 Tuition waiver**

The article does not apply

**Article 28 Work accidents**

The University will pay a temporary employee who is absent from work as a result of an occupational injury as defined by the law, 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.

As for the rest, the temporary employee and the University are subject to the provisions of the law on work accidents and occupational injuries.

**Article 29 Amendments to the collective agreement**

The entire article applies.

**Article 30 Premiums**

The entire article applies.

**Article 31 Classifications and salaries**

The entire article applies.

**Article 32 Benefits**

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.

Temporary employees are not entitled to participate in the Group Insurance Plans.

**Article 33 Sick leave**

Temporary employees shall be protected by a salary insurance program.

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 his normal duties because of illness or accident other than an occupational injury.

The cost of the program is equally shared by the temporary employee and the University.

A temporary employee who becomes disabled due to illness or injury, at any time when his contract is in effect, shall be entitled to paid sick leave for a period of up to one (1) month, paid at the equivalent rate the temporary employee would have received had the temporary employee remained at work.

Temporary employees receiving paid sick leave may be required to provide satisfactory medical proof of inability to work.

When disability continues for more than one (1) month, the temporary employee shall be protected by the provisions of the salary insurance program.

Salary insurance payments shall be equal to sixty-six and 2/3 percent (66 2/3%) of the rate the temporary employee would have received had the temporary employee remained at work.

Salary insurance payments shall be 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.

The University shall deduct from each pay, in equal amounts, the temporary employee's portion of the salary insurance premium.

The salary insurance program applies as long as the disability begins at the earliest with the effective date of the temporary employee's contract.

The temporary employee who is to be absent due to illness or injury shall, as soon as possible, inform the immediate supervisor.

The University will provide the Union with a copy of the salary insurance policy.

**Article 34 Appendices and letters of agreement**

The entire article applies.

**Article 35 Technological change**

The entire article applies.

**Article 36 Training**

The entire article applies.

**Article 37 Acquired rights**

The entire article applies.

**Article 38 Temporary employees**

The entire article applies.

**Article 39 Retroactivity**

The entire article applies.

**Article 40 Duration of the collective agreement**

The entire article applies.



### **ARTICLE 39 RETROACTIVITY**

- 39.01 The salary increases are paid retroactively to the employees employed by the University at the moment of signature of the collective agreement, and to the employees who have retired between, June 1, 2021 and the date of signature of the collective agreement and are paid within sixty (60) working days following the signature of the collective agreement.
- 39.02 Any employee who has left the employ of the University between, June 1, 2021 and the date of signature is eligible to the retroactive payment provided in clause 39.01 on written request to Human Resources department submitted within ninety (90) days of the signature of the collective agreement.
- 39.03 The retirement benefit of an employee who has retired between, June 1, 2021 and the date of signature of the collective agreement is recalculated on the basis of salary increases granted.

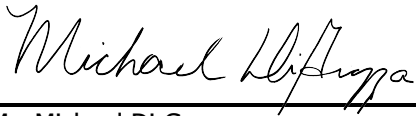
### **ARTICLE 40 DURATION OF THE COLLECTIVE AGREEMENT**

- 40.01 The collective agreement enters into and remains in effect from the signing of the collective agreement until May 31, 2023. It has no retroactive effect except where expressly provided.
- 40.02 Notwithstanding clause 40.01, the collective agreement remains in effect until the signing of a new collective agreement.
- 40.03 The University makes the collective agreement available to the employees on its website and Intranet site. The University remits thirty (30) hard copies of the collective agreement to the Union for its exclusive use.

**IN WITNESS WHEREOF**, the Parties have signed in Montreal.

**CONCORDIA UNIVERSITY**

**SYNDICAT DES EMPLOYÉ(E)S DE SOUTIEN  
DE L'UNIVERSITÉ CONCORDIA – SECTEUR  
TECHNIQUE (CSN)  
CONCORDIA UNIVERSITY UNION OF  
SUPPORT-STAFF – TECHNICAL SECTOR  
(CSN)**



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Mr. Michael Di Grappa  
Vice-President, Services and Sustainability



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Mr. Jaime Yeargans  
President

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May 18, 2021

Date

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May 18, 2021

Date



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Ms. Carolina Willsher  
Associate Vice-President, Human Resources

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Brian Cooper

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Mr. Brian Cooper  
Union representative

---

May 18, 2021

Date

---

May 18, 2021

Date

## **APPENDIX A CLASSIFICATION**

<b>JOB CLASS: I</b>
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### ***CORE FUNCTION***

Under the general direction of the immediate supervisor, performs complex duties that require the application of judgement and knowledge of specialized subject matter.

### ***EXAMPLES OF TASKS PERFORMED :***

- Organize and supervise day-to-day activities of services specific to a given area.
- Conceive, design, construct and install new and specialized equipment and systems.
- Maintain, repair and calibrate apparatus and equipment.
- Instruct students and staff in the operation of instruments and equipment.
- Supervise the work of full-time Technicians and casual staff.
- Manage and is accountable for assigned budgets/accounts, cash receipts, sales of materials and petty cash.

### ***MINIMUM QUALIFICATIONS:***

**Education and experience:** Professional DEC or equivalent and four (4) years of relevant experience.

**OR**

Bachelor's Degree in relevant discipline or equivalent and two (2) years of associated experience.

<b>JOB CLASS: II</b>
----------------------

***CORE FUNCTION***

Under the general direction of the immediate supervisor, performs a variety of duties that require the application of judgement and knowledge of specialized subject matter related to a specific body of knowledge or to a specialized area of work.

Positions typically allow considerable latitude in planning and organizing work on a day-to-day basis.

***EXAMPLES OF TASKS PERFORMED :***

- Construct, repair or modify equipment or systems to predetermined specifications.
- Prepare, install and operate equipment and systems as required.
- Use a wide range of machine tools and equipment.
- Instruct faculty, students and staff in the operation of equipment and instruments.
- Set up procedures to ensure that proper care and attention is taken in the preparation of materials.
- Perform routine maintenance and performance checks on equipment and systems.
- Train and supervise casual staff.

***MINIMUM QUALIFICATIONS:***

**Education and experience:** Professional DEC or equivalent in relevant discipline and at least two (2) years of practical related experience,

**OR**

Academic DEC in relevant discipline plus three (3) years of related experience,

**OR**

Bachelor's Degree.

<b>JOB CLASS: Assistant Technician</b>
--

***CORE FUNCTION***

Under the direction of the immediate supervisor, performs a variety of duties all of which follow prescribed methods and procedures.

***EXAMPLES OF TASKS PERFORMED :***

- Receives and stores supplies.
- Regulates the loan of equipment.
- Assists in performing routine maintenance of equipment.

***MINIMUM QUALIFICATIONS:***

**Education and experience:** High School leaving or equivalent

Training in a relevant technical domain may be requested for certain positions.

**APPENDIX B SALARIES**

**A) SALARY INCREASES**

Effective June 1, 2021: salary rates and scales are increased by 2.6%;

Effective June 1, 2022: salary rates and scales are increased by 2.4%.

**B) EMPLOYEES EXCEEDING RATE OR SCALE**

The dispositions of paragraph A) concerning the increase of the salary scales do not apply to an employee whose salary rate exceeds the established salary rate or the maximum of the salary scale in effect for his job class on May 31<sup>st</sup> of the year prior to the increase date. However, this employee benefits from a guaranty of increase of his salary rate of which the percentage is the same than the one applicable to the established salary rate or the maximum of his salary scale. This increase is granted according to the following:

- i. Totally under the form of a lump-sum payment, if the salary rate established or the maximum of the salary scale does not exceed his salary rate;  
or
- ii. Partially under the form of a salary increase and partially under de form of a lump-sum payment, if the salary rate established or the maximum of the salary scale is higher than his salary rate. In that case, the salary rate of the employee is increased by the percentage required to attain the established salary rate or the maximum of the salary scale of his job class. The difference between, on one hand, the increase percentage applied on the same date to the established salary rate or to the maximum of the salary scale and, on the other hand, the increase percentage applied to his salary scale is granted to the employee under the form of a lump-sum payment.

The lump-sum payments provided in this present provision are calculated on the salary rate of the employee before the increase. They are divided and paid on every pay check, on a prorated basis according to the number of regular hours paid for the period concerned.

**C) SALARY SCALES**

<b>Job Class: Assistant Technician</b>		
<b>Steps</b>	<b>June 1, 2021</b>	<b>June 1, 2022</b>
	<b>2.6%</b>	<b>2.4%</b>
1	\$21.83	\$22.35
2	\$22.43	\$22.97
3	\$23.04	\$23.59
4	\$23.78	\$24.35
5	\$24.33	\$24.91
6	\$25.08	\$25.68
7	\$25.93	\$26.55
8	\$26.59	\$27.23

<b>Job Class: Technician Class II</b>		
<b>Steps</b>	<b>June 1, 2021</b>	<b>June 1, 2022</b>
	<b>2.6%</b>	<b>2.4%</b>
1	\$25.36	\$25.97
2	\$26.22	\$26.85
3	\$27.27	\$27.92
4	\$28.25	\$28.93
5	\$29.29	\$29.99
6	\$30.41	\$31.14
7	\$31.64	\$32.40
8	\$32.79	\$33.58
9	\$34.06	\$34.88
10	\$35.29	\$36.14
11	\$36.57	\$37.45
12	\$38.01	\$38.92

<b>Job Class: Technician Class I</b>		
<b>Steps</b>	<b>June 1, 2021</b>	<b>June 1, 2022</b>
	<b>2.6%</b>	<b>2.4%</b>
1	\$28.25	\$28.93
2	\$29.29	\$29.99
3	\$30.41	\$31.14
4	\$31.64	\$32.40
5	\$32.79	\$33.58
6	\$34.06	\$34.88
7	\$35.29	\$36.14
8	\$36.57	\$37.45
9	\$38.01	\$38.92
10	\$39.52	\$40.47
11	\$40.95	\$41.93
12	\$42.47	\$43.49



**APPENDIX C SENIORITY LIST**

The provisions of clause 9.05 are applied based of the seniority list below, dated April 22, 2021.

<b>SENIORITY DATE WITHIN THE BARGAINING UNIT</b>	<b>NAME</b>	<b>POSITION TITLE</b>	<b>JOB CLASS</b>	<b>DEPARTMENT</b>	<b>JOB STATUS</b>	<b>SENIORITY HOURS</b>	<b>DATE OF HIRE WITHIN THE UNIVERSITY</b>
1979-01-29	Lee, Kai	TECHNICIAN II	II	CHEMISTRY & BIOCHEMISTRY	FT	77098	1979-01-29
1983-05-02	Umbrasas, Rita	TECHNICIAN I	I	CHEMISTRY & BIOCHEMISTRY	FT	69328	1983-05-02
1986-08-18	Denis, Elaine	TECHNICIAN	I	STUDIO ARTS	FT	63308	1986-01-07
1987-09-01	Campagna, Leo	TECHNICIAN I	I	COMMUNIC. STUDIES	FT	61411	1987-09-01
1987-10-13	Bruton, Raymond	TECHNICIAN	II	ADMIN. SERV. - ENCS	FT	61201	1987-10-13
1988-01-04	Chu, Dave	TECHNICIAN	I	MECHANICAL & INDUSTRIAL E	FT	60795	1988-01-04
1988-01-04	Blyszczak, Peter	TECHNICIAN	I	EDUCATION	FT	60788	1987-05-18
1988-02-01	Alfara, Juan M.	TECHNICIAN I	I	MECHANICAL & INDUSTRIAL E	FT	60648	1988-02-01
1988-08-16	Sigouin, Caroline	TECHNICIAN II	II	ARCHIVES	FT	59661	1988-03-09
1991-09-23	Huard, Gilles	TECHNICIAN I	I	MECHANICAL & INDUSTRIAL E	FT	53991	1989-01-01
1992-01-06	Lento, Frank	NETWORK TECHNICIAN	I	NETWORK SERVICES	FT	53473	1992-01-06
1992-05-04	Rahman, Khalil	TECHNICIAN I	I	CHEMISTRY & BIOCHEMISTRY	FT	52878	1990-01-01
1989-06-01	Sblendorio, Giuseppina	ASSISTANT TECHNICIAN	II	Visual Media Resources	FT	51798	1989-06-01
1994-04-06	Messina, Carlos	TECHNICIAN	I	SERVICE CENTRES	FT	49357	1988-09-01
1994-04-06	Colantuono, Donato	NETWORK TECHNICIAN	II	NETWORK SERVICES	FT	49357	1988-12-05

1989-09-05	Biffi, Johanne	TECHNICIAN I	I	STUDIO ARTS	FT	49103	1992-09-08
1996-01-17	Harvey, Michel	TECHNICIAN I	I	BIOLOGY	FT	46102	1996-01-17
1997-01-13	Demers, Luc	LAB INSTRUMENTION TECHNICIAN	I	BUILDING/CIVIL/ENVIRON. E	FT	44296	1995-11-27
1997-09-01	Davis, John	TECHNICIAN I	I	OPCH & DB CLARKE THEATRE	FT	43015	1992-08-16
1998-02-26	Bilodeau, Christian	TECHNICIAN I	I	SERVICE CENTRES	FT	42245	1998-02-26
1998-08-31	Vaira, Alexandre	EMPLOYEE ES	I	AITS	FT	41321	1997-11-17
1998-09-21	Pagliuca, Anna	OPERATOR	I	OPERATION & PRODUCTION SERVICES	FT	41216	1980-05-05
1999-05-17	MacPherson, Alex	TECHNICIAN DESIGN AND MANUFACT.	I	MECHANICAL & INDUSTRIAL E	FT	40019	1999-05-17
1999-11-03	Plenzich, Giovanni	TECHNICIAN	I	SERVICE CENTRES	FT	39165	1990-12-03
2000-02-07	Silicani, Laura	TECHNICIAN	II	SYST. - LIBRARY	FT	38689	2000-02-07
2001-07-16	Simcoe, Arthur	TECHNICIAN CLASS II	II	SERVICE CENTRES	FT	36064	1993-04-16
2002-01-03	Brunetti, George	TECHNICIAN	II	SYST. - LIBRARY	FT	35196	1988-10-17
2002-01-03	Chirwa, Neema	TECHNICIAN I	I	CHEMISTRY & BIOCHEMISTRY	FT	35110	1993-09-01
2002-06-10	Luckhart, Bradford	TECHNICIAN I	I	MECHANICAL & INDUSTRIAL E	FT	34419	2002-06-10
2002-06-01	Bayne, Patrice	INFORMATION TECHNOLOGY TECH.	I	SERVICE CENTRES	FT	34307	1992-08-25
2002-09-16	Chicoine, William	TECHNICIAN I	I	SCIENCE TECH. CENTRE	FT	33929	2002-09-16
2003-08-11	Duru, Gheorghe Dan	ELECTRONIC TECHNICIAN	I	SCIENCE TECH. CENTRE	FT	32270	2003-01-20
2003-10-14	Ciortea, Mihai	INSTRUMENT/TEACHING LAB TECH	I	CHEMISTRY & BIOCHEMISTRY	FT	31962	2001-09-01
1998-05-11	Simard, Marie C.	TECHNICIAN I	I	STUDIO ARTS	FT	31794	1993-09-20
2004-06-21	Lau, Shung-Kei	INSTRUMENT/LAB AND INVENT. TECH	I	CHEMISTRY & BIOCHEMISTRY	FT	29106	1997-08-28
2005-11-14	Koukis, Spyro	TECHNICIAN	I	AITS	FT	28154	2005-02-28
2006-04-03	Boju, Lorena I.	SAFETY TECHNICIAN	I	HAZARDOUS MATERIALS	FT	27447	2000-06-01
2007-07-11	Szczawinski, Henry E.	TECHNICIAN I	I	MECHANICAL & INDUSTRIAL E	FT	25123	2001-09-10
2007-09-01	Champagne, Marc	TECHNICIAN I	I	BIOLOGY	FT	24857	2005-01-17
2007-09-24	Visentin, Patrick	TECHNICIAN I	I	STUDIO ARTS	FT	24822	1998-09-08

2008-01-03	Fong, Kevin	TECHNICIAN	I	SERVICE CENTRES	FT	24255	2008-01-03
2008-06-01	Khan, Dilshad	IT TECHNICIAN	I	SERVICE CENTRES	FT	23499	2004-08-16
2008-07-14	Yeargans, Jaime	TECHNICIAN I	I	MECHANICAL & INDUSTRIAL E	FT	23289	2008-07-14
2008-08-11	Elie, Mark	TECHNICIAN	I	BUILDING/CIVIL/ENVIRON. E	FT	23149	2008-08-11
2008-08-18	Lucas, Marlene	SCENE SHOP THEATRE TECHNICIAN	I	THEATRE	FT	23114	2006-08-07
2009-04-01	Bulut, Zeljko	TECHNICIAN, PHYSICS LABORATORY	I	PHYSICS	FT	21980	2009-04-01
2010-11-29	Kanaganayagam, Sathiyabama	TECHNICIAN I	I	BIOLOGY	FT	18949	2002-12-12
2011-12-01	Eifert, Paul T.	TECHNICIAN	I	SERVICE CENTRES	FT	18704	1985-03-18
2011-08-17	Skene, Cameron	TECHNICIAN I	I	STUDIO ARTS	FT	17633	1997-08-01
2012-01-03	O'Neil, John	TECHNICAL SUPERVISOR CINEMAS	I	CINEMAS	FT	16947	2008-05-29
2012-05-07	Elder, Kevan	COMPUTER TECHNCIAN USER SER	I	AITS	FT	16387	2006-01-30
2012-07-09	Moon, Kevin J.	TECHNICIAN I	I	MUSIC	FT	16002	2005-10-18
2012-07-16	Mazumdar, Mark	TECHNICIAN	II	SERVICE CENTRES	FT	15960	2003-07-31
2012-09-17	Simpkins, Tom	TECHNICIAN I	I	ALL DEP - FA	FT	15960	2011-09-28
2012-08-01	Levesque, Catherine	TECHNICIAN, HAZARDOUS WASTE DISPOSAL	I	HAZARDOUS MATERIALS	FT	15883	2008-03-17
2012-12-17	Di Maio, Pina	TECHNICIAN	I	SERVICE CENTRES	FT	15218	2000-11-13
2013-02-19	Cooper, Brian	TECHNICIAN	I	ALL DEP - FA	FT	14903	1992-03-02
2013-07-01	Martin, Jean-Francois	TECHNICAL SUPERVISOR I	I	CINEMAS	FT	14217	2007-11-26
2013-08-12	Mayer, Edward	SERVICE DESK TECHNICIAN	II	SERVICE DESK	FT	14007	2008-09-02
2013-08-12	Thompson, Kevin	TECHNICIAN,COMPUTER	II	SYST. - LIBRARY	FT	14007	2009-01-05
2013-09-10	Guan, Hong	LAB CHEMICAL TECHNICIAN	I	BUILDING/CIVIL/ENVIRON. E	FT	13860	2013-09-10
2013-11-06	Tucker, John Edward	TECHNICIAN	II	SERVICE CENTRES	FT	13573	2010-09-13
2014-02-10	St. Louis-Tulli, Christina	TECHNICIAN, SAFETY	I	HAZARDOUS MATERIALS	FT	13097	2014-02-10
2014-03-24	Robinson, Barry	LAB TECHNICIAN	I	PSYCHOLOGY	FT	12887	1993-03-01

2014-06-09	Page, Alexandre	PROJECTIONIST, CINEMAS	II	CINEMAS	FT	12502	2001-09-05
2014-06-09	Murphy, Joshua	PROJECTIONIST, CINEMAS	II	CINEMAS	FT	12502	2006-06-15
2014-08-11	Avila Perez, Roberto	LABORATORY TECHNICIAN (CIVIL)	I	BUILDING/CIVIL/ENVIRON. E	FT	12187	2014-08-11
2014-12-03	Laverdiere, Marie-Pier	TECHNICIAN	I	STUDIO ARTS	FT	11613	2014-12-03
2014-12-08	Carson, Robert	TEACHING AND INSTRUMENT LAB TECHNICIAN	I	BIOLOGY	FT	11592	2005-05-02
2014-12-22	El-Sarraj, Luae	TECHNICIAN	I	SERVICE CENTRES	FT	11522	2002-01-15
2015-03-02	Oliver, Brandon	SERVICE DESK TECHNICIAN	II	SERVICE DESK	FT	11172	2012-08-27
2015-03-02	Cote, Philippe	MEDIA EQUIPMENT TECHNICIAN	I	COMMUNIC. STUDIES	FT	11172	2015-03-02
2015-03-30	Jew, Yoke Thoon	IT OPERATIONS TECHNICIAN	II	OPERATION & PRODUCTION SERVICES	FT	11032	1993-09-08
2015-06-08	Belliveau, Roger	IT OPERATIONS TECHNICIAN	II	OPERATION & PRODUCTION SERVICES	FT	10682	2015-06-08
2015-08-03	Argiropoulos, Anastasia	COMPUTER TECHNICIAN	I	COMMUNIC. STUDIES	FT	10402	2012-08-06
2015-08-17	Ursa, Mihai	TECHNICIAN, AUDIO VISUAL SERVICES	I	AUDIO VISUAL SERVICES	FT	10332	2015-08-17
2012-08-14	Brookes, Wentworth L.	LAB TECHNICIAN	II	PHYSICS	FT	9604	2000-07-18
2016-01-11	Stoyanova, Zornitsa	INSTRUMENT/LABORATORY TECHNICIAN	I	BIOLOGY	FT	9597	2005-02-20
2016-01-11	Stoyanova, Zornitsa	TECHNICIAN, TEACHING AND LABORATORY INSTRUMENTATION	I	BIOLOGY	FT	9597	2005-02-20
2016-03-07	Shin-Pong, Andy	TECHNICIAN, WELDING AND MANUFACTURING	I	MECHANICAL & INDUSTRIAL E	FT	9317	2016-03-07
2013-12-02	Sahadeo, Raymond	ARCHITECTURAL TECHNICIAN	II	Strategic Planning & Development	FT	9107	2013-07-23
2016-05-16	Van Den Weghe, Diederik D.	TECHNICIAN I	I	MEL HOPPENHEIM SCH. OF CI	FT	8967	2001-09-04
2016-07-11	Mercier, Pierre- Etienne	TECHNICIAN	I	EDUCATION	FT	8687	2008-07-21
2016-10-11	Lockhart, Michael	TECHNICIAN	I	MECHANICAL & INDUSTRIAL E	FT	8225	2000-05-01

2016-10-31	Bousquet, Brandon	EVENING COORDINATOR, SERVICE CENTRE	I	SERVICE CENTRES	FT	8127	2009-01-19
2017-01-09	Guenole, Christian	TECHNICIAN I	I	ELECTRICAL & COMPUTER ENG	FT	7770	2017-01-09
2017-06-05	Brikho, Chafic	TECHNICIAN I	I	ELECTRICAL & COMPUTER ENG	FT	7035	2010-11-07
2017-10-02	Deschamps, Marc	TECHNICIAN II	II	SYST. - LIBRARY	FT	6440	2017-10-02
2017-12-18	Cooney, Sean	TECHNOLOGY SANDBOX TECHNICIAN	I	SYST. - LIBRARY	FT	6055	2014-03-10
2018-03-26	Tzanetakos, Elvis	TECHNICAL COORDINATOR	II	ACAD. FACIL. - FAS	FT	5565	2015-04-24
2018-05-07	Shehata, Ehab F.	TECHNICAL/CONTRACT COORDINATOR	I	OPERATIONS – SGW2	FT	5355	2011-02-02
2018-10-01	Blagovechshenskiy, Sergey	IT OPERATIONS TECHNICIAN	II	OPERATION & PRODUCTION SERVICES	FT	4620	2018-10-01
2019-01-14	McGilton, Alexander	LABORATORY TECHNICIAN	I	BUILDING/CIVIL/ENVIRON. E	FT	4095	2019-01-14
2019-06-03	Ma, Cheng Mian	TECHNICIAN	I	BUILDING/CIVIL/ENVIRON. E	FT	3395	2019-06-03
2019-06-17	Gosselin, Alexis	TECHNICIAN MECHANICAL SYS	I	BUILDING/CIVIL/ENVIRON. E	FT	3325	2006-06-27
2019-06-17	Burgess, Steven	TECHNICIAN	II	SERVICE CENTRES	FT	3325	2016-10-21
2019-08-05	Pagones, Mike	SERVICE DESK TECHNICIAN	II	SERVICE DESK	FT	3080	2014-08-17
2019-08-12	Maraventano, Antonio	TECHNICIAN	II	SERVICE CENTRES	FT	3045	2014-07-07
2019-08-19	Moreau, Jorris	TECHNICIAN	I	ELECTRICAL & COMPUTER ENG	FT	3010	2019-08-19
2019-11-06	Romero, Jennifer	INSTRUMENT AND LABORATORY TECHNICIAN	I	CHEMISTRY & BIOCHEMISTRY	FT	2611	2019-11-06
2020-01-06	Vassileva, Ivon	ANIMAL CARE TECHNICIAN	I	OFF. OF RESEARCH	FT	2310	2020-01-06
2020-01-27	Gunaratnam, Brinthan	TECHNICIAN II	II	SERVICE CENTRES	FT	2205	2020-01-27
2020-01-27	Laflamme, Mathieu	COORDINATOR, TECHNICAL/CONTRACT	I	OPERATIONS – SGW3	FT	2170	2006-04-03
2021-01-18	Warbanski, Kerri	CHEMICAL TECHNICIAN	I	BUILDING/CIVIL/ENVIRON. E	FT	1785	2020-01-06
	Pilon, Erik	COORDINATOR, COMMISSIONING/RE-COMMISSIONING	I	INFRASTRUCTURE & COMMISSIONING	FT	910	2018-07-09

	Brown, Amanda	TECHNICIAN, ANIMAL CARE	II	OFF. OF RESEARCH	FT	875	2020-10-19
2021-01-19	Youssef, Hala	INSTRUMENT/LABORATORY TECHNICIAN		CHEMISTRY & BIOCHEMISTRY	FT	686	2011-01-01
	Chisholm, Duncan	TECHNICIAN, HEALTH AND SAFETY	I	ADMIN. SERV. - ENCS	FT	658	2004-10-01
	Jacobs, Kevin	TECHNICIAN II	II	SERVICE CENTRES	FT	28	2016-08-25
1990-08-06	Beattie, Donald	TECHNICIAN, TEACHING AND LABORATORY INSTRUMENTATION	I	BIOLOGY	FT		1990-08-06

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## **APPENDIX D      EMPLOYMENT EQUITY**

The University is committed to employment equity and to act upon the problem of under-representation of women, aboriginal peoples, visible minorities and persons with disabilities.

The University is also committed to a working environment which is free of systemic discrimination and in which the values of equity, non-discrimination and diversity are fostered and promoted.

It is the goal of the University to achieve a workforce which represents and reflects the many groups in our society. To achieve this, the Human Resources Department and the union will take a proactive approach to the formulation of policies, programmes and goals that support the recruitment, selection, promotion and retention of the under-represented groups and employees.

**APPENDIX E LETTER OF CERTIFICATION**

Gouvernement du Québec  
Bureau du Commissaire général du travail

Dossier M-16641-23  
Affaire HR-C05-01-87  
AC-87-04-K-205

**ACCREDITATION** AM 87115 747

CONCORDIA UNIVERSITY  
1415 ouest, boul. De Maisonneuve  
Montréal (Québec)  
H3G 1M8

EMPLOYEUR

son établissement situé à:

1455 de Maisonneuve, ouest, Montréal  
1395 rue Dorchester, ouest, Montréal  
7141 rue Sherbrooke, ouest, Montréal

SYNDICAT DES EMPLOYÉ(S) DE SOUTIEN  
L'UNIVERSITÉ CONCORDIA - SECTEUR TECHNIQUE  
(CSK)  
CONCORDIA UNIVERSITY UNION OF SUPPORT STAFF  
TECHNICAL SECTOR (CSK)

ASSOCIATION REQUERANTE

Vu la requête en accréditation déposée par l'association ci-dessus au Bureau du commissaire général du travail le 22 décembre 1986, pour représenter le groupe de salariés suivant:

"Tous les employés classifiés comme techniciens, salariés au sens du Code du Travail."

CONSIDÉRANT que l'employeur et l'association ont donné leur accord pour que l'unité de négociation soit décrite comme ci-après;

CONSIDÉRANT qu'ils se défont d'accord sur les personnes visées par cette unité;

CONSIDÉRANT que l'association compte entre 35% et 50% des membres dans l'unité au moment du dépôt de sa requête;

CONSIDÉRANT qu'il y avait lieu en cette instance de tenir un scrutin parmi les salariés visés par cette requête;

CONSIDÉRANT que le résultat du scrutin tenu le 8 avril 1987 démontre que l'association possédait le caractère représentatif requis;

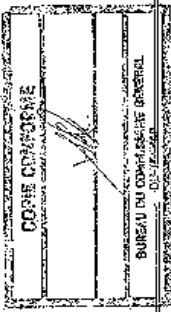
CONSIDÉRANT que toutes les autres dispositions du chapitre II ont été respectées;

POUR CES MOTIFS ET EN VERTU DES POUVOIRS QUI ME SONT CONFÉRÉS PAR LE CODE DU TRAVAIL, J'ACCRÉDITE l'association requérante pour représenter le groupe de salariés suivant:

"Tous les employés classifiés comme techniciens, salariés au sens du Code du Travail."

*Alphonse Chiasson*  
Alphonse Chiasson  
Agent d'accréditation

FAIT ET SIGNÉ À MONTRÉAL LE 16 avril 1987.





## **APPENDIX F                      DEFERRED SALARY LEAVE PLAN CONTRACT**

(Sample of the contract)

### **1.                      DEFINITIONS**

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- 1.01            **Deferral period:** a maximum period of four and a half (4.5) consecutive years during which an admissible employee participates in the plan without being on leave.
- 1.02            **Deferred salary:** the percentage of the annual earnings that a participating employee, in agreement with the University, agreed to save during each year of the deferral period.
- 1.03            **DSLPL:** deferred salary leave plan, including any changes amendments and modifications hereof in accordance thereto.
- 1.04            **Earnings:** the gross annual salary received from the University by a participating employee in a plan year before any deduction (income tax, unemployment insurance, pension plan and fringe benefits).
- 1.05            **Eligible employee:** any employee who is covered by the provisions of the collective agreement.
- 1.06            **Fund:** a trust fund established pursuant to a trust agreement with the Trustee, into which the deferred portion of the salary is paid by the University and from which payments are made to participating employees in accordance with the terms of the DSLPL.
- 1.07            **Leave:** the plan year following the deferral period, during which a participating employee is on a leave of absence authorized by the University.
- 1.08            **"Participating Employee:** eligible employee whose request for participation in the DSLPL has been accepted.
- 1.09            **Participating year or plan year:** a twelve-month period.
- 1.10            **Trustee:** the Royal Trust or another trust company incorporated under the laws of Canada or a province.

In the present contract, the singular can include the plural and vice-versa.

## **2. DEFERRED SALARY**

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- 2.01 During each plan year prior to the leave, the University will deduct the deferred salary from the participating employee's earnings and entrust such amount with the trustee responsible for the fund. These deductions are spread over the entire deferral period, and are prorated on the earnings periodically paid to the participant. The deferred salary cannot exceed 33 1/3 % of earnings. The product of the deferral period multiplied by the percentage of deduction cannot exceed 100%.
- 2.02 The trustee will establish and maintain on its books for the fund a separate account for each participant. He will hold and invest the deferred salary received in accordance with the provisions of the trust agreement. Investments will be made in the trustee's (type of investment) and will bear interest at the applicable rate for such an account.
- 2.03 Prior to the end of each calendar year, the trustee will pay to each participating employee, the interest earned on the aggregate amount of deferred salary which it holds in the fund in his name.
- 2.04 The Trustee will provide to each participating employee an annual statement showing the aggregate of deferred salary held in trust in the employee's account, interest earned, and payments made from the account.

## **3. INCOME TAX**

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- 3.01 The Employer will make the required deductions from a participating employee's earnings during the deferral period, calculated on the earnings for the applicable calendar year less the deferred salary for that year.
- 3.02 During the leave, monies paid to a participating employee will be taxable and subject to the required deductions as if such amounts formed part of his revenue for that calendar year.

## **4. WITHDRAWAL**

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- 4.01 A participating employee who, during his participation in the DSLP:
- a) ceases to be employed by the University;

b) is not working because of an extended maternity leave, a work accident, a long-term disability leave or other authorized leave;

c) retires or dies,

is deemed to no longer belong to the DSLP effective on the cessation of employment, leave, retirement or death.

4.02 Participating employees may withdraw from the DSLP at any time during the deferral period upon one (1) month's prior written notice to the University.

4.03 Upon withdrawal, according to 4.01 or 4.02, the participating employee, or his estate, will receive the aggregate deferred salary, plus accumulated interest, if any, in his account in the trust fund within thirty (30) days of the withdrawal or reception of the notice of withdrawal, whichever is the case. Any such sum is subject to the required deductions.

## **5. POSTPONEMENT OF A LEAVE**

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5.01 Due to necessity, the University may require that a participating employee entitled to leave defer the leave from the agreed date. The University will so notify the employee in writing at least six (6) months prior to the leave, stating the reasons for its request. The University cannot request that a participant postpone his leave without a valid reason. It must also reimburse the employee any non-refundable deposit that he made towards enrolment in an education institution. For this purpose, the participant will provide the University with the official receipts from the institution to support his claim.

5.02 A participating employee may request that the University defer his deferred salary leave. The request must reach the University at least six (6) months prior to the date of the start of the leave. The University may accept requests with shorter notice at its discretion.

5.03 In the case of maternity leave during the deferred salary leave, participation in the plan is suspended for a maximum of twenty (20) weeks.

**DEFERRED SALARY LEAVE PLAN**

**CONTRACT BETWEEN**

CONCORDIA UNIVERSITY  
(herein referred to as "the University")

and

Family name \_\_\_\_\_

Surname \_\_\_\_\_  
(herein referred to as "the employee")

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**DURATION OF THE CONTRACT**

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**A.** The present contract will come into force on \_\_\_\_\_ and  
expires on \_\_\_\_\_

**B.** The length the leave is \_\_\_\_\_,  
namely, from \_\_\_\_\_ to \_\_\_\_\_

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**SALARY**

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**C.** During each of the years of the contract, the employee will  
receive \_\_\_\_\_% of his salary.

**IN WITNESS THEREOF**, the Parties signed, in Montreal, province of Quebec,  
on the \_\_\_\_\_ of the month of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Concordia University

\_\_\_\_\_  
Employee

## **LETTER OF AGREEMENT # 1 Application of Clause 7.08**

**Between:**           **Concordia University**

**And:**               **Syndicat des employé(e)s de soutien de l'Université Concordia –  
Secteur Technique (CSN) Concordia University Union of Support  
Staff-Technical Sector (CSN).**

**Subject:**           **Application of clause 7.08**

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The Parties agree to the following procedure regarding the application of clause 7.08:

After receipt of the notice in clause 7.08 b), if the immediate supervisor considers that the absence of the union representative may seriously affect the normal operations of the department, the Parties meet in the seven (7) working days preceding the anticipated absence to find a solution, taking into consideration the union representative's duties towards their members and the operational needs of the University:

The solution may include, amongst others:

- A reduction or modification of the duration of the union leave
- A postponement to an agreed upon date
- A postponement of the work to be completed to accommodate the union leave
- Replacement of the union representative as agreed upon between the Parties
- Any other solution the Parties may find appropriate to meet the needs of both Parties

Failing agreement is not reached on a common solution, the University will decide. Union leave is not denied without a valid and serious reason. The University informs the Union in writing of its decision

When a problem raised by the immediate supervisor while a solution is being sought, the Parties will consider the following factors:

1. A union leave is a constraint on the operations of the department concerned. Such a constraint must be accommodated, unless it creates undue hardship for the University by, for example, causing the cancellation of a laboratory or an examination.
2. The University may not systematically deny requests for union leave for the sole reason that an employee is always essential to the operation of the department
3. Health and safety considerations must be taken into account by the Parties

4. The union representative who is granted leave takes all reasonable measures to be reached by the immediate supervisor in case of emergency
5. The established practice in terms of union leave in the department concerned before February 27, 2006

Are exempt from the procedure described above:

1. The following requests for union leave may not be denied by the University :
  - Request from a union representative to testify or to represent the Union at a hearing before an administrative tribunal
  - Request for an event external to the University for which the Union does not control the agenda, such as convention, conference or union training sessions. In the latter cases, the Union notifies the University fifteen (15) working days in advance (a maximum of 2 union representatives may be away on union leave, including the president)
  - Request for union leave for the president of the Union or his replacement in case of absence.
2. The following requests may not be denied by the University, but the date of the leave must be agreed upon :
  - Members of the Union executive committee one day per month
  - Members of the Union Council once per month, from noon to 2:00 p.m.
  - Members of the negotiations committee to prepare texts as per 7.02 a) and to prepare during negotiations at the ratio of one preparation day per day of negotiation.
3. The following requests may not be denied by the University, but the employee to whom the leave is granted must be agreed upon :
  - Leave to accompany an employee in meetings with University representatives in situations provided by the collective agreement
  - Leave to represent the Union when a right of refusal is exercised under the Act Respecting Occupational Health and Safety.

Analysis of the experience of the Parties in applying this letter of agreement:

In case of a problem arising from the application of this letter of agreement, the Parties may bring this subject for discussion at a Labour Relations Committee.

**LETTER OF AGREEMENT #3 Reconsideration of the Union Affiliation of a Position**

**BETWEEN Concordia University**

**Hereinafter «The University»**

**AND Concordia University Support Staff Union- Technical Sector (CSN)**

**Hereinafter «The Union»**

The parties agree to the following:

1. The unions concerned shall be notified of any reconsideration of the affiliation of a position in a bargaining unit;
2. The University investigates and notifies the Union in writing of the preliminary results and of the rationale behind them;
3. In the following thirty (30) days, the parties meet to discuss the elements justifying the status quo or the affiliation of a position to another bargaining unit;
4. Pursuant to this meeting, the University notifies the concerned unions in writing of its decision and its motives and that, as soon as possible;
5. Any dispute regarding the application of this letter of agreement shall be settled by grievance procedure as provided in Article 8 of the collective agreement;
6. Nothing in this present agreement shall be interpreted as limiting the right of the parties to contest the University decision in regards to the affiliation of a position or an employee in the bargaining unit with a complaint in virtue of Article 39 of the Labour Code.
7. In the event that the University decides that the position shall be covered by another bargaining unit, the union dues are paid to the receiving Union starting on the date of decision of the University.

## **LETTER OF AGREEMENT FOR MEDIATION-ARBITRATION**

### **LETTER OF AGREEMENT**

### **BETWEEN**

**CONCORDIA UNIVERSITY**

### **AND**

**CONCORDIA UNIVERSITY SUPPORT STAFF UNION – (CSN)**

**CONCORDIA UNIVERSITY UNION OF SUPPORT STAFF – TECHNICAL SECTOR (CSN)**

**CONCORDIA UNIVERSITY LIBRARY EMPLOYEES' UNION – (CSN)**

**LE SYNDICAT DES TRAVAILLEUSES ET TRAVAILLEURS DES MÉTIERS DE  
L'UNIVERSITÉ CONCORDIA (CSN)**

**WHEREAS** the willingness of unions to introduce the mediation-arbitration process to collective agreements;

**WHEREAS** discussions held during the renewal of collective agreements;

**WHEREAS** the willingness of the parties to agree on mutually acceptable terms for mediation-arbitration;

**WHEREAS** the proposal of the unions to withdraw this request from the respective negotiating tables and to set up a common table on the subject;

### **THE PARTIES AGREE TO THE FOLLOWING:**

- 1) To create a joint committee that will address the recourse to mediation-arbitration as a complementary avenue for the resolution of grievances;
- 2) The Committee may, in particular, consider matters that are more amenable to mediation-arbitration and any other arrangements for sending to arbitration, regular or mediation;
- 3) The committee will consist of no more than one (1) member of each Union party to this agreement, that are employees of the University;



- 4) The University will nominate up to four (4) people to represent it on this committee;
- 5) If necessary, the parties may engage the services of an external resource person;
- 6) The union and the University determine the frequency of meetings and establish the schedule of meetings;
- 7) Union representatives are released without loss of pay for the duration of the meetings ;
- 8) The committee must agree on the terms and conditions applicable for mediation-arbitration within three (3) months following the establishment of said committee;
- 9) These terms and conditions will subsequently be recorded by a letter of agreement, which agreements will be incorporated into the various Collective Agreements (CUSSU, CUUSS-TS, CULEU and STTMUC – CSN), and will remain in force throughout their respective duration.