

COLLECTIVE AGREEMENT

Between

CONCORDIA UNIVERSITY

And

**THE UNITED STEELWORKERS UNION, LOCAL 9538
SIR GEORGE WILLIAMS CAMPUS TRADES**

In force from June 1, 2008 to May 31, 2015

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ARTICLE 1 PURPOSE OF THE AGREEMENT

1.01 The purpose of this collective agreement is to maintain a harmonious relationship between the University and the employees covered by this collective agreement, and to provide an equitable method of settling any disputes which may arise between them, and set forth the working conditions which exist between the University and the Union.

ARTICLE 2 DEFINITIONS

2.01 **Employee**
means any person covered by the bargaining unit in the employment of the University.

2.02 **Permanent employee**
means any person within the staff complement who has successfully completed the probation period as provided in article 9.01.

2.03 **Temporary employee**
means a person hired for a fixed period to meet a work surplus or to fill a position which is temporarily vacated by its incumbent and whose employment conditions are those defined in article 27.

2.04 **Immediate supervisor**
means the person directly responsible for employees under his jurisdiction, which includes primary responsibility and final evaluation for, but is not limited to, hiring, vacations and disciplinary measures.

2.05 **Staff complement**
means a position funded from the University's operating budget.

2.06 **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 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 (1) year or more.

2.07 **Employment file**
means the file pertaining to the employee's work at the University. This file is kept at the Human Resources Department and constitutes the only official file for the purposes of the present collective agreement.

2.08 **Statutory holiday**
means a twenty-four (24) hour period that is considered a working day and is not worked but paid.

ARTICLE 3 UNION RECOGNITION

3.01 The University recognizes the Union as the sole collective bargaining agent of the Sir George Williams and Loyola Campus employees covered by the letter of certification issued by the Ministère du Travail on June 20, 2002.

3.02 Employees excluded from the bargaining unit, management employees and persons working on the execution of a subcontract will not perform the tasks normally performed by the employees in the employ of the University who are included in the bargaining unit.

It is agreed that subcontracting shall not result in the layoff, demotion or the reduction of regular working hours of employees governed by this collective agreement.

Moreover, the duties of an abolished position shall not be subcontracted out under any circumstances.

However, the current practice with regard to the employees of the Loyola Campus Association as well as the current practice with regard to subcontracting may be continued.

ARTICLE 4 MANAGEMENT RIGHTS

The University has the right and the duty to administer and to manage its activities in an efficient manner, in conformity with its rights and obligations, subject to the terms of this collective agreement.

The University shall take up the cudgels on behalf of any employee held civilly liable as a result of the performance of his duties and agrees not to bring any claims against the employee on this account.

ARTICLE 5 UNION MEMBERSHIP

5.01 Each new employee covered by this agreement must, as a condition of his continued employment, become a Union member and pay the monthly union dues provided for in clause 5.02 hereof.

5.02 An employee's union dues shall be an amount equal to the employee's salary for (2) hours of work at his salary rate for the month in which the dues are payable.

5.03 New employees begin to pay union dues in their first complete pay period following their date of hire.

5.04 (a) The University shall remit the monthly union dues established by the Union to its Montréal head office. A list of the employees whose dues have been collected shall be enclosed with the cheque. The total amount of the union dues shall be deducted from two (2) monthly pays.

(b) The amounts deducted as union dues shall be entered on each employee's T4 slip and Relevé 1.

5.05 Any administrative correspondence regarding the deductions shall be between the University and the Union.

5.06 The Union shall notify the University of any change in the rate of union dues at least thirty (30) days before the change is implemented.

5.07 The Union agrees to compensate the University for, and save it harmless from any claim brought following the implementation of this article.

5.08 In accordance with clause 5.01, the University is not required to discharge, lay off or transfer out of the bargaining unit an employee expelled from the Union. However, such an employee shall remain subject to clause 5.02 of this article.

ARTICLE 6 UNION REPRESENTATION

6.01 The University will make a bulletin board available to all of the employees in each shop or department on which the Union posts notices of elections, of general meetings as well as of other official Union activities. These notices must be signed by a Union officer or by the shop delegate and must not contain any statements or information which discredits the University. The Union may use the internal mail service to mail notices to its members.

6.02 (a) The Union shall inform the University of the name of the principal delegate and the names of the five (5) shop delegates elected by the concerned employees. These representatives may leave their workplace to act in this capacity, as provided for in clause 6.06.

(b) The University shall grant these delegates the necessary time, without loss of regular salary, to attend meetings with University representatives on days when they are scheduled to work.

6.03 (a) The University recognizes the Union's right to assign one (1) shop delegate for each department, as well as the principal delegate, to the preparation of the collective agreement.

(b) The University grants a bank of thirty (30) working days, without loss of pay, to employees who are scheduled to work on a given day and are required to attend a meeting to prepare the next collective agreement.

6.04 (a) For administrative purposes, the University shall provide and maintain an office for the exclusive use of the Union. The office shall be furnished with one (1) table, four (4) chairs, a desk, chairs, a locked filing cabinet and a telephone free of charge.

- (b) No employee will be subject to discrimination on the part of the University due to the fact that he spoke, wrote or acted legally in an attempt to serve the interests of the Union.
- (c) The University agrees that a copy of all communication or correspondence sent to a member of the Union, concerning salaries, bonuses or any special adjustments affecting salaries shall be remitted to the Union.

The University agrees that any special adjustment or premium to an employee's wages, which is not provided for in the collective agreement, will be confirmed in writing to the Union without delay.

- (d) The University will remit to the Union, following a written request and within a one (1) week delay, access to the agenda and the minutes of all public meetings of the Board of Governors or of the Senate, to operating budgets as approved by the Board of Governors, to all information relative to the to operating budgets as approved by the Board of Governors, to the "Règles Budgétaires et aux calculs des subventions de fonctionnement aux Universités", as well as to any other official document which may be necessary for negotiations.
- (e) Upon at written notice of at least forty-eight (48) hours to the Employee & Labour Relations Office, the Union may use an adequate University room for its meetings free of charge.

6.05

- (a) The University shall grant the officers designated by the Union a total of eighteen (18) working days of time off per year, without loss of regular salary, for Union activities outside those provided for in the collective agreement.
- (b) Where the entire allotment of time provided for in paragraph (a) has been used, the absences shall be authorized without loss of pay and the Union shall reimburse the University for them.
- (c) The Union may defer the unused liberation days from one year to the next, up to a maximum of twelve (12) days, for an absolute maximum of thirty (30) days in a given year.

6.06

The Union provides the Employee and Labour Relations unit with the information pertaining to a union liberation at least two (2) working days in advance. The liberation cannot be refused without a valid reason.

6.07

- (a) Upon written notice from the Union, the University shall grant leave without pay to not more than one (1) permanent full-time employee for permanent or elective union service within the United Steelworkers Union (USW) or one of its affiliated bodies.
- (b) The notice shall contain the name of the employee and the nature and length of the absence and must be forwarded to the Employee & Labour Relations Office thirty (30) days (as a general rule) prior to the absence.

- (c) The University agrees to grant the requested leave without pay unless, due to special circumstances, it would be impossible to do so without seriously affecting the normal operations of the sector where the concerned employee 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 deemed to have 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 provided for in this agreement, except for the pension plan and the group insurance plan, to the extent that such plans allow, and in which case the cost of the premiums will be paid entirely by the employee.
- (g) An employee on leave by virtue of this article must notify the University in writing of his intent to return to work or to stand for re-election at least thirty (30) days before the end of his first term of office.
- (h) Upon his return to work, the University shall reinstate the employee, with all his rights, in the position that he held at the moment of his departure, or, if his position has been abolished, an equivalent position.
- (i) An employee granted leave in this manner shall continue to accumulate seniority for a maximum of twenty-four (24) months, after which seniority is maintained but not accumulated.

6.08 In order to consult the members of the Union employed by the University, working in the certified bargaining unit, the principal delegate and/or an accredited Union officer may visit these members. Arrangements for such visits must be agreed upon beforehand by the immediate supervisor. The meeting may be held during working hours.

6.09 Any resignation may be disavowed within three (3) days of its signature. The University shall immediately send a copy of any resignation to the Union.

6.10 The University shall send the Union a copy of any written correspondence regarding working conditions that is sent to more than one employee governed by the collective agreement.

6.11 **Labour Relations Committee**

- (a) The parties agree that the purpose of the Labour Relations Committee is to discuss, and, if possible, resolve, any matters of interest to the parties. To this end, the parties shall meet to exchange information and may hold discussions in an attempt to solve any problem related to working conditions.

- (b) The committee shall consist of four (4) members: two (2) appointed by the Union, and two (2) appointed by the University. The parties may also invite a guest to a meeting, if necessary.
- (c) The committee shall meet at a mutually agreed time and location within fifteen (15) days of a request made by either party. Each party shall notify the other in advance of the subjects that it wishes to include on the agenda and the name of the guest, if any.
- (d) The parties shall notify each other in writing of the names of the representatives on the Labour Relations Committee and of any changes to those representatives.
- (e) The Union representatives shall be given one (1) hour off before each committee meeting, without loss of pay, to prepare their discussions.

6.12 Occupational health and safety committee

The University recognizes three (3) Union representatives for the purposes of all subjects related to health and safety. One such representative is recognized as a member of the Central Advisory Health and Safety Committee and shall be a member of any other health and safety committee formed in the future.

6.13 Right to information

In January, May and September of each year, the University provides the Union with an alphabetical listing of the employees in the bargaining unit, containing the following information:

- a) employee number
- b) surname and name
- c) birth date
- d) gender
- e) date of hire in the bargaining unit
- f) seniority date
- g) job class/ position (position number, title and department)
- h) salary
- i) status
- j) home address, unless the employee objects
- k) home telephone number, unless the employee objects
- l) telephone extension at work, if available
- m) email address at work, if available

ARTICLE 7 GRIEVANCE AND ARBITRATION PROCEDURE

7.01 Should a dispute arise between the University and the Union concerning the interpretation and application of the terms of this collective agreement, both parties must make a serious effort to resolve it as quickly as possible. To this end, the following grievance resolution procedure is established:

7.02

a) Step One

The employee concerned, accompanied by his Union representative, shall submit the matter to the immediate supervisor within fifteen (15) working days of the occurrence of the facts leading to the grievance or of his knowledge of these facts.

If the matter concerns more than one employee, one (1) of the employees concerned, accompanied by the Union representative, shall submit the matter to the immediate supervisor on behalf of all the employees concerned.

b) Step Two

If it is impossible to obtain a satisfactory resolution, the Union representative shall submit the grievance in writing to the unit manager no more than seven (7) working days after the immediate supervisor's response, or, failing such response, no more than seven (7) days after the matter was submitted to the immediate supervisor.

The unit manager shall render his decision in writing no more than (10) working days after receiving the grievance.

c) Step Three

A grievance that is not settled at the second step must be submitted in writing to the director of the department no more than seven (7) working days after the unit manager's response has been received.

The director of the department shall render his decision in writing no more than ten (10) working days after reception of the grievance.

7.03

Grievances submitted in writing must include all the relevant details such as the nature of the grievance, the articles of the collective agreement concerned and the nature of the remedy sought. A typographical error in a grievance does not invalidate the grievance. Written grievances must be responded to in writing at each step of the grievance procedure.

Arbitration procedure

7.04

After having completed the procedure provided for in clause 7.02, the Union may refer the grievance to arbitration by advising the Employee & Labour Relations Office of its intention within fifteen (15) working days following the receipt of the Director's decision.

7.05

If the parties cannot resolve a dispute concerning the interpretation or alleged violations of the collective agreement, the matter may be referred to arbitration upon the request of either party.

7.06

Unless otherwise agreed to by the parties, a grievance involving an employee shall be heard by a single arbitrator.

- 7.07 The fees and expenses of the arbitrator shall be paid by the losing party.
- 7.08 The arbitrator has no authority to amend or alter the provisions of this collective agreement or to substitute new provisions or render decisions that contradict the terms and provisions of this collective agreement.
- 7.09 The parties hereto shall cooperate to expedite the scheduling and the holding of arbitration sessions. The arbitrator's decision is final and binding on the parties.
- 7.10 The parties may solicit the cooperation of one or more of the employees concerned and of all the necessary witnesses. All necessary arrangements shall be made to ensure that the parties concerned have access to the workplace to investigate or to meet with the necessary witnesses.
- 7.11 An employee called as a witness or to represent either party to an arbitration provided for in this article shall be granted leave without loss of pay for the time necessary for his testimony or presence.
- 7.12 **Prescription**
- A grievance shall be deemed to have been settled satisfactorily that is, the remedy sought will be applied or the grievance abandoned at any stage in the grievance or arbitration procedures, upon the failure of either party to proceed to the next step, including arbitration, within the time limits stipulated above, unless it has been mutually agreed in writing to extend any or all time limits.
- The delays provided for in the present article include working days only and do not include Saturdays, Sundays, statutory holidays, as well as the day of the submission of the grievance at each stage of the grievance procedure.
- 7.13 No confession signed by an employee may be used against him in the course of an arbitration unless it was:
- (a) signed in the presence of a Union representative; or
 - (b) signed in the absence of a Union representative but not denounced by the employee in writing within seven (7) days of its being signed.
- 7.14 Any grievance settlement agreement between the parties' representatives during the procedure provided for in this article must be put in writing and signed by the duly authorized representatives of the University and the Union. Such agreements are binding on the parties.

ARTICLE 8 DISCIPLINARY MEASURES AND EMPLOYMENT FILE

- 8.01 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, the principal delegate and/or the shop delegate. No disciplinary measure may be imposed more than twenty (20)

working days after the incident which gave rise to it or more than twenty (20) working days after the University became aware of the incident, unless the parties agree in writing to extend this period.

- 8.02 Any mention of a disciplinary measure shall be removed from an employee's file after a period of twelve (12) months has elapsed without the imposition of another disciplinary measure.

A suspension does not interrupt an employee's continuous service.

- 8.03 After having scheduled a meeting with the Human Resources Department (Employment and Organizational Effectiveness unit), the employee has the right to verify his file in the presence of a representative of said unit, and, if he so wishes, a union delegate.

- 8.04 An employee who is the subject of a disciplinary measure is entitled to a copy of his employment file from the Human Resources Department. The employee shall assume the cost of the photocopies.

ARTICLE 9 SENIORITY

- 9.01 New employees are subject to a probationary period of five hundred and forty (540) regular hours worked. During this period, they may be dismissed by the University without the right to avail themselves of the provisions of this agreement, except the right to file a grievance concerning salaries.

A fifteen (15) minute meeting between each new employee and the shop delagate or principal delegate shall be held in an appropriate and confidential location. The time of the meeting shall be agreed upon with the employee's immediate supervisor.

- 9.02 Seniority is defined in years, months and days of service with the University, and is used only in cases of layoff or recall.

For the purposes of choosing vacation, departmental or shop seniority prevails.

- 9.03 The University shall notify the Union of a reduction in personnel one (1) month before notifying the employees.

- 9.04 Lay off and recall is done by order of departmental or shop seniority, provided the employees satisfy the requirements and have the training necessary to perform such work.

- 9.05 An employee shall lose his seniority rights in the following cases:

(a) upon leaving his employment at the University without having obtained permission for a leave without pay;

(b) upon being dismissed for just cause; or

(c) upon failing to report to work for five (5) consecutive working days without permission or without giving a reason motivating his absence to his immediate supervisor, in writing, within these same five (5) days.

- 9.06 An employee who is laid off because of a work reduction maintains his accumulated seniority at the time of the layoff, and this for a period of twenty-four (24) months, after which his seniority is lost and his employment is terminated.
- 9.07 A probationary employee does not accumulate seniority during the probationary period, but when that period is over, his seniority is calculated from his date of hire.
- 9.08 An employee on sick leave or on leave due to a work accident maintains and accumulates his seniority for thirty-six (36) months, following which his seniority ceases to accumulate but is maintained.
- 9.09 The University shall post in each shop or department a seniority list on February 15 of each year. The list shall include the names and dates of hire of each employee. A copy of the list shall be sent to the Union.

ARTICLE 10 EMPLOYMENT SECURITY

- 10.01 (a) For the duration of this collective agreement, the University shall ensure employment security within the bargaining unit for any employee hired by the University before November 30, 2005 and who has twenty-four (24) months of seniority in a permanent position within the bargaining unit.

Notwithstanding any other provision of this collective agreement, and subject to article 8, such employees cannot be dismissed or laid off, and they remain employed by the University and continue to benefit from all provisions of the present collective agreement.

(b) Employees hired after November 30, 2005

Subject to the University's right to dismiss for just cause, such employees shall have employment security after twenty-four (24) months in a permanent position within the bargaining unit, except in situations of budget reduction or technological change.

- 10.02 If a position is to be abolished, the employee and the Union shall be given no less than two (2) months' written notice.
- 10.03 An employee who benefits from employment security may choose not to exercise his rights and to resign. In this case, he benefits from a separation indemnity equal to one (1) month of salary per year worked and an additional remittance of three (3) months of salary, up to a maximum of fifteen (15) months.
- 10.04 In the case of a job abolition, the University shall transfer an employee who benefits from employment security to a vacant position, provided the employee can satisfy the normal requirements of the position.

- 10.05 An employee who benefits from employment security, and obtains a position with a salary rate lower than his regular rate, shall maintain the salary of his original position.
- 10.06 A transfer includes a transfer to a temporarily vacant position if the employee can satisfy the normal requirements of the position.
- 10.07 When an employee refuses a transfer, the University shall send him a written notice, with a copy to the Union, stating that such a refusal is considered to be a voluntary resignation.
- 10.08 If the abolished position is re-created within twelve (12) months, the previous incumbent shall have the first choice.
- 10.09 An employee shall be recalled by telephone. If he cannot be reached after three (3) attempts, he shall be recalled by messenger or by registered mail. Once five (5) days have elapsed after the recall letter is sent, an employee who has still not been reached or who has not reported to work shall be deemed to have resigned, and the next employee on the list shall be recalled.

ARTICLE 11 MOVEMENT OF PERSONNEL

- 11.01 (a) The University agrees to bring to the attention of the employees of the department or of the shop concerned the existence of any vacant position or any new position that is to be filled. It shall do so by posting a notice, in a location accessible to all employees, stating the title of the position as well as the qualifications and aptitudes required. A copy of the posted notice shall be sent to the Union.
- (b) The University shall proceed with a maximum of three (3) postings when it needs to fill a vacant position. A vacant position shall be the subject of a first posting. A position left vacant by the promotion, transfer or demotion of the employee following the first posting shall be the subject of a second posting. Finally, a position left vacant following this second posting shall be the subject of a third posting. Positions left vacant following the first three (3) postings are posted at the discretion of the University after consultation with the Union and/or the principal delegate.
- (c) The University is not required to post a vacant position a second time where:
1. the vacant position had been posted without being filled and was then filled by a person from outside of the bargaining unit who decided to leave the position during his probationary period; or
 2. the vacant position was first filled by an employee from within the bargaining unit, and that employee decided to return to his old position during his probation period; in such an event, the University shall proceed with a second choice in accordance with clause 11.05.

- (d) 1. When a position in the staff complement becomes vacant, the University may elect to fill the position, abolish it, or defer its posting. If the decision is to fill the position, the University shall proceed within thirty (30) working days from the date that the position became vacant. If the position is abolished or the posting is deferred, the University shall inform the Union of its decision and/or proceed to post it within an additional ninety (90) working days.
2. The posting period is ten (10) working days.
3. Employees who wish to apply for a vacant position shall apply in writing to the Human Resources Department, with a copy to the Union. The employee's application must be received by the Human Resources Department no later than 5:00 p.m. on the tenth (10th) working day following the date on which the posting began. Applications received outside the posting period are not considered. In exceptional cases, an employee who is absent may apply for a vacant position through the shop delegate. If the absent employee is chosen for the position, he must be available to fill it within ten (10) working days of his appointment.
4. The University shall give a written response to each applicant, with a copy to the Union, within twenty (20) working days following the date on which the posting period has ended.
5. The chosen employee will occupy his new position no more than twenty (20) working days following the date of the response given by the Human Resources Department. If the employee is not promoted at the end of this period, he shall be paid the hourly rate applicable to his new position.

11.02 The employee who obtains a promotion or transfer is subject to a trial period of a maximum duration of four hundred and sixty five (465) regular hours worked. During this period, if the employee does not wish to stay in the new position, or the University establishes that he cannot satisfy the requirements of the position, the employee may be returned at any time to his former position, with all the rights that he acquired in that position. During his trial period, the employee shall be given appropriate assistance and training in order to facilitate his adaptation to the new position.

11.03 (a) Positions that are vacant due to an illness, to vacation, to a work accident, to a parental leave or due to a leave of absence without pay, when the incumbent is expected to return to work, are not considered as vacant positions in the application of this article.

(b) When an employee is absent due to a work accident for a period exceeding fifty-two (52) consecutive weeks, or is absent due to an illness or an accident for a period exceeding sixteen (16) consecutive weeks, the University may temporarily fill the absent employee's position with another employee from the bargaining unit in accordance with the criteria established in article 11.05. If it is known, with supporting documentation, that the duration of the absence

will exceed fifty-two (52) weeks or sixteen (16) weeks, whichever the case, the University may fill the position prior to the expiration of the applicable delay.

(c) Positions that remain unfilled for a period of thirty-six (36) months or less in the case of a sick leave or for a period of twenty-four (24) months or less in the case of a work-related injury or occupational disease shall not be considered vacant.

11.04 An employee who applies for a position and later withdraws his application or who refuses the position will not suffer any prejudice during subsequent applications.

11.05 The vacant position shall be awarded to the candidate with the most shop seniority or department seniority, whichever the case, or lastly, general seniority, provided he satisfies all the requirements of the position. Where two candidates are equal, the date that they obtained their certificate of competence or occupational certification shall prevail if the position to be filled requires such a certification or certificate. Candidates who are not chosen shall be so notified in writing. If a grievance is filed due to the interpretation of this clause, the University has the burden of proof.

11.06 Notwithstanding article 2.01, the University may create a job classification not provided for in this collective agreement. If so, the University shall notify the Union one (1) month in advance of the duties, requirements and salary for the job classification.

ARTICLE 12 STATUTORY HOLIDAYS

12.01 The statutory holidays are

- ☞ December 31
- ☞ New Year's Day
- ☞ January 2
- ☞ Good Friday
- ☞ Easter Monday
- ☞ National Patriots' Day
- ☞ La Fête nationale du Québec
- ☞ Canada Day
- ☞ Labour Day
- ☞ Thanksgiving
- ☞ December 24
- ☞ Christmas Day
- ☞ Boxing Day

The University agrees to recognize and to observe as paid holidays any other days that the governments declare to be civil holidays following the signature of this collective agreement.

12.02 If one of the holidays referred to in paragraph 12.01 falls on a Saturday or Sunday, the holiday shall be moved to the preceding or following working day.

For employees who work shifts in the boiler rooms, the holiday shall be observed on the day of the holiday.

12.03 In the event that the majority of the University's employees are not required to work from December 25 to January 2, employees required to work on days other than statutory holidays shall be paid at a rate of two (2) times their base salary for each hour thus worked.

ARTICLE 13 HOURS OF WORK

13.01 (a) The regular work week for all employees, except employees working in the boiler rooms, consists of thirty-eight and three-quarters (38¾) hours, in accordance with the schedule and other details set out in the appropriate Appendix.

(b) The regular work week for all employees who work in the boiler rooms consists of thirty-nine (39) hours in accordance with the schedule and other details set out in Appendix A.

13.02 Summer schedule

(a) Every year, for a period of ten (10) weeks from mid-June to mid-August (exact dates to be posted by the Human Resources Department) the length of the regular work week shall be reduced by three (3) hours without reduction in pay.

(b) The application of this reduction may vary, depending on what is decided by each department. However, two requirements must be met:

1. The University must continue to offer all necessary services.
2. The reduction in hours of work must not result in any additional expenditures, or must cause only a minimal increase.

For employees working in the boiler rooms on shifts during the summer schedule, the pay for hours worked over and above the number of hours of the reduced work week, and up to the number of hours in a regular work week, shall be one and a half (1½) times the employee's base salary. For employees working on maintenance, paragraphs 13.02 (a) and (b) shall apply.

(c) Summer hours do not accumulate when the employee is:

1. absent on a day when he normally should have been at work, except during a statutory holiday provided for in the present collective agreement

or, for those employees with ten (10) years or more of seniority, during a vacation day.

The hours thus accumulated must be used up by September 15th of the same year, at a time agreed upon by the immediate supervisor and the concerned employee.

2. absent from work with or without pay for a period equal to his regular work week.

ARTICLE 14 OVERTIME

14.01 (a) Any work performed by an employee before or after the prescribed hours of his regular work day shall be considered overtime.

- (b) The regular rate for overtime is one and a half (1½) times the base hourly salary for the first four (4) hours of work and double the base hourly salary for subsequent hours.

14.02 Call-backs to work

(a) An employee who is called back to work after his regular shift and has already left University premises shall be paid according to the more advantageous of the following two (2) methods:

1. Regular overtime pay; or
2. Four (4) hours of pay in accordance with the rules governing overtime for call-backs to work on Saturdays, Sundays and statutory holidays;

or

remuneration of four (4) hours at the regular rate for days other than Saturdays, Sundays and statutory holidays.

3. The employee who is called back to work must telephone his immediate supervisor or failing this, the person responsible for the execution of the work before leaving the University.
- (b) An employee required to work overtime hours immediately before his regular shift must normally finish his regular work, but shall not work more than sixteen (16) consecutive hours in total, except at the request of the University in situations considered urgent.
- (c) When an employee is required by the University to return to work less than twelve (12) hours after having left (except where he returns to work his regular schedule during his annual vacation, or after more than five (5) days' absence due to illness) this will be considered a call-back to work, even if the employee is aware well in advance.

(d) Upon request by, and in consultation with, the members of a shop, the University shall establish a procedure for the equitable allocation of overtime hours within the shop.

(e) Notwithstanding the provisions of article 14.02 d), if no qualified employee volunteers for the overtime work, the University may require that the qualified employee with the least seniority within the shop perform the overtime work.

14.03 **Remuneration for time worked during a statutory holiday**

Each hour worked during a statutory holiday shall be paid at three (3) times the employee's regular rate.

14.04 **Remuneration for unscheduled work on a Saturday**

Unscheduled hours worked on a Saturday shall be paid at the rate of one and a half (1½) times the employee's regular hourly rate for the first four (4) hours worked and double the employee's regular hourly rate for each subsequent hour worked.

14.05 **Remuneration for unscheduled work on a Sunday**

Unscheduled hours worked on a Sunday shall be paid at the rate of two (2) times the employee's regular hourly rate.

14.06 Overtime shall be paid on the second pay period following the performance of the overtime work.

14.07 An employee who works overtime is entitled to eight (8) consecutive hours of rest before he returns to work, without loss of pay, only for the period which falls during his regular work day.

For example, if an employee finishes his overtime work at 3:00 a.m. and his regular work schedule normally begins at 7:30 a.m., he is not required to return to work until 11:00 a.m. His three (3) hours of rest for the period of 7:30 to 11:00 a.m. shall be paid at the hourly rate established for his classification.

14.08 A bank of thirty-eight and three-quarter (38 ¾) hours of overtime may be deferred from one year to the next provided that the employee obtains his immediate supervisor's permission.

ARTICLE 15 VACATION

15.01 All permanent employees who have been working for the University for less than one (1) year before June 1 are entitled to one and two-thirds (1⅔) days of paid vacation for each full month worked, up to a maximum of twenty (20) days of vacation.

15.02 (a) All permanent employees who have completed one (1) year or more of service before June 1 of the current year are entitled to one hundred and fifty-five (155) hours of paid vacation.

- (b) All employees who have completed ten (10) years or more of service on June 1 of the current year are entitled to one hundred and seventy and a half (170½) hours of paid vacation.
- (c) All permanent employees who have completed nineteen (19) or twenty (20) years of service before June 1 of the current year are entitled to one hundred and seventy-eight and three-tenths (178.3) hours of paid vacation.
- (d) All permanent employees who have completed at least twenty-one (21) years of service before June 1 of the current year are entitled to one hundred and ninety-three and three-quarters (193¾) hours of paid vacation.

15.03 An employee who, as of June 1, has not accumulated the required service to be entitled to two (2) weeks of paid vacation may, after having obtained the permission of his immediate supervisor, make a request to obtain two (2) weeks of vacation. The difference between the employee's vacation entitlement and the two (2) weeks will be without pay.

15.04 The period of continuous service for the purpose of an employee's entitlement to paid vacation is June 1 to May 31 of the following year.

15.05 (a) Subject to clause 15.06, vacation accumulated as of May 31 may be taken at any time during the following twelve (12) months, i.e. between June 1 and May 31.

Vacation requested between June 1 and September 1 shall not exceed two (2) consecutive weeks unless a third week or more weeks are available after all the employees have obtained their preferred dates.

With the permission of his supervisor, which shall not be unreasonably withheld, an employee may fraction two (2) weeks of vacation per year by taking them one (1) full day at a time.

- (b) Employees may defer two (2) weeks of vacation per year, in which case they must be taken the following year.
- (c) When an employee avails himself of paragraph 15.05(b), he may take his accumulated vacation with his vacation entitlement.
- (d) Every week of vacation begins on Sunday and ends on Saturday.

15.06 Employees must choose their vacation dates before April 15 of each year. The immediate supervisor establishes the vacation schedule for each employee based on the employee's preference and having regard to the fact that the choice of vacation is made in order of seniority.

An employee whose vacation dates have not been established before May 1 must not chose a vacation period already chosen by another employee, regardless of his seniority.

An employee may request that his vacation dates be changed after May 1 to dates not already chosen by another employee. Such a request must be submitted in writing to the immediate supervisor.

15.07 Before his departure on vacation an employee receives, for the vacation period to which he is entitled, a remuneration equivalent to his regular rate of pay in effect at the time that he takes his vacation, on a separate cheque, provided he so requests it at least ten (10) days prior to his departure on vacation and after agreement with his immediate supervisor.

If the status of an employee has been modified during the year, the necessary adjustments to the vacation pay will be made, prorated to the number of weeks worked full-time and part-time.

15.08 If one of the statutory holidays provided for in clause 12.01 coincides with an employee's annual vacation period, the employee shall be entitled to take this statutory holiday on a later date agreed upon with his immediate supervisor.

15.09 An employee who leaves his employment at the University is entitled to the paid vacation days that he has accumulated up to the date of his departure.

15.10 (a) For the purpose of the calculation, employees hired between the first and fifteenth day of the month inclusively, are considered to have one (1) month of service.

(b) An employee unable to take his vacation at the scheduled time due to an illness, accident or occupational injury which occurred before the beginning of his vacation period may defer his vacation to a later date. However, he must notify his immediate supervisor as soon as possible prior to the date set for the beginning of his vacation period. His vacation is then postponed to a later date agreed upon with his immediate supervisor.

(c) An employee hospitalized as a result of an illness or an accident which occurs during his vacation may defer the balance of his vacation to a later date agreed upon with his immediate supervisor. The employee must remit a medical certificate to his immediate supervisor attesting to his disability and specifying the dates that he was hospitalized.

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

Illness:

An employee absent from work by virtue of the provisions of article 17 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 16 accumulates vacation credits during the first twelve (12) consecutive months of his absence.

Layoff:

The employee's vacation entitlement is prorated to the number of months worked.

Leave without pay exceeding one (1) month:

The employee's vacation entitlement is prorated to the number of months worked.

ARTICLE 16 WORK ACCIDENTS AND OCCUPATIONAL DISEASES

- 16.01 When an employee is absent from work as a result of a work-related injury or occupational disease as defined by the Act respecting industrial accidents and occupational diseases (AIAOD), the University agrees to pay the employee his regular weekly salary for a maximum period of fifty-two (52) weeks during which he is totally unable to work.
- 16.02 If the employee's disability lasts longer than fifty-two (52) weeks, the University shall continue to pay the employee an amount equivalent to the amount of the compensation paid by the Commission de la santé et de la sécurité au travail, for a maximum period of two (2) years following the date on which the absence began. Afterwards, the CSST is solely responsible for the payments. This type of payment shall continue until the CSST determines that the employee is able to return to work or that the employee suffers from a permanent partial or total disability preventing him from returning to work.
- If there is doubt as to whether the absence was in fact caused by an occupational injury, the final decision of the Commission de la santé et de la sécurité au travail shall be binding on both parties.
- 16.03 At any time during the first fifty-two (52) weeks of an employee's disability, the University has the right to call upon the doctor of its choice to determine the employee's percentage of disability.
- 16.04 An employee who has sustained a work-related injury must report the injury to his immediate supervisor and/or consult a medical care provider as soon as possible following the accident, and must do so before voluntarily leaving the workplace. In all other respects, the employee is subject to the Act respecting industrial accidents and occupational diseases.
- 16.05 Upon issuing T4 and TP1 slips, the University shall remit a statement to the employee indicating the amount of compensation received from the Commission de la santé et de la sécurité au travail during the year.
- 16.06 Upon returning to work, the University shall reinstate the employee, with all his rights, to the position that he held at the time of his departure, or, if his position has been abolished or posted, to an equivalent position.

16.07 An employee who returns to work following an absence pursuant to this article and who must be absent during his regular work hours in order to receive treatments, undergo medical examinations related to his injury, or pursue an activity that is part of his individualized rehabilitation plan, shall be granted leave without loss of salary for the duration of the absence, including travel time.

ARTICLE 17 SICK LEAVE

- 17.01 (a) The purpose of the sick leave program offered by the University is to compensate for the loss of earnings incurred by an employee who is unable to perform his regular duties because of a non work-related illness or accident.
- (b) An employee who has completed his probationary period and is unable to work due to an accident or an illness is entitled to a weekly indemnity equal to one hundred percent (100%) of his regular salary at that date. This indemnity is payable as of the third day of absence from work and is payable for a maximum period of four (4) months.
- (c) The period following which the aforementioned benefits are reinstated is one (1) month for a new disability, and three (3) months for a relapse.
- (d) If the disability lasts for more than four (4) months, the employee shall be protected by the provisions of the Long-Term Disability Plan.

17.02 If an employee is ill, he shall notify his immediate supervisor as soon as possible, but no later than one (1) hour after the beginning of his day shift, or two (2) hours before the beginning of his evening shift.

17.03 At June 1 of each year, the annual credit of non-cumulative sick days for each employee shall be as it appears in the table below. The employee shall be paid for the first two (2) days of his absence until his annual entitlement is used up. This annual entitlement is allocated for the University's fiscal year, which runs from June 1 of a given year to May 31 of the following year.

Department	Annual credit
Boiler room (SGW and Loyola campuses)	76 hours
Distribution, electrical, architectural, plumbing	69.75 hours

Following the completion of his probation, a new employee is entitled to a credit of 69.75 hours per year, prorated to time worked.

17.04 Hours of sick leave are deducted from an employee's bank on the basis of his work schedule.

17.05 An employee shall submit a medical certificate for every absence after three (3) working days.

- 17.06 (a) The University may demand that an employee on extended sick leave produce a medical report at the University's expense.
- (b) The University reserves the right to call upon a doctor of its choice to determine an employee's percentage of disability.
- (e) If the salary and disability insurance benefit plans are changed, all changes shall also apply to the employees governed by this collective agreement.

ARTICLE 18 SOCIAL LEAVES

18.01 Employees are entitled to the following leaves without loss of pay, provided that the leave coincides with a day that the employee would normally have worked.

18.02 Upon the death

- a) of a father, mother, spouse, child or spouse's child:
- an employee is entitled to five (5) consecutive working days including the day of the funeral;
- b) of the grandchildren, the father or mother of a spouse, the brother or the sister:
- an employee is entitled to three (3) consecutive working days including the day of the funeral;
- c) of the grandparents, a brother or sister-in-law, or a son or daughter-in-law:
- an employee is entitled to two (2) consecutive working days including the day of the funeral;
- d) of an aunt, uncle, nephew, or niece:
- an employee is entitled to one (1) working day including the day of the funeral.
- e) In cases where paragraph (a), (b), (c) or (d) applies, the employee may add to this period accumulated vacation, accumulated overtime, and/or leave without pay not exceeding fifteen (15) working days.
- f) 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.
- g) An employee may defer one (1) day of the above days if the burial or cremation is to occur at a later date.

18.03

Upon the marriage

- a) of the employee:
 - he is entitled to five (5) working days;
- b) of a son or a daughter;:
 - the employee is entitled to one (1) working day;
- c) of the father, mother, grandparents, brother, sister or grandchildren:
 - the employee is entitled to the day of the wedding;
- d) The employee may add accumulated vacation days, or an equivalent leave without pay, to the periods described in paragraph (a) or (b).

18.04

When an employee changes the location of his residence, he is entitled to one (1) day of leave for moving. He is not entitled to more than one (1) such day per fiscal year, but this restriction does not apply when he must move for reasons beyond his control.

18.05

- (a) If an employee is required for jury duty or to act as a witness in proceedings to which he is not a party, he shall suffer no loss of regular salary during the time that he is required to act in this capacity. However, the employee must turn over to the University the equivalent of the amount received as remuneration for the performance of these duties. If this amount is greater than his regular salary, the University shall return the difference to the employee.
- (b) An employee called to act as a witness in a case where the University is involved shall continue to receive his regular salary and shall be paid overtime for all hours required of him as a witness outside of his regular work day and work week.
- (c) If an employee must appear before a civil, administrative or penal court or tribunal in a case in which he is party, he is entitled to a leave without pay or may use his accumulated vacation or accumulated overtime.

18.06

An employee who must be absent for one of the reasons specified in this article must notify the person responsible for his supervision as soon as possible and must, upon request, produce proof or confirmation of these events.

18.07

Emergency leave

- (a) The purpose of this clause is to allow an employee to take leave, for a maximum of thirty-five (35) hours in one year, if his presence is required by an immediate family member or any person permanently living with him.
- (b) An employee who uses the leave provided for in this clause must notify his immediate supervisor as soon as possible but no later than thirty (30) minutes

following the start of the employee's regular work day, and must state the duration and the reason for his absence.

- (c) The hours of leave must be worked within a period agreed upon between the employee and the immediate supervisor, with the approval of the latter as to the work to be done and its duration.
- (d) The University must notify the employee when he has used the thirty-five (35) hours provided for in this clause.
- (e) Hours worked pursuant to this clause are not considered overtime.

18.08

Personal leaves

- (a) Personal leave is provided for cases where an employee must be absent from work for personal reasons, such as the illness or accident of a spouse or dependant; legal matters; or an unusual event, unexpected or expected, which, due to its nature, requires the presence of the permanent employee, etc. The employee must fill out the required form.
- (b) Personal leave may not be used as a vacation day, or to prolong an annual vacation or any other leave provided for in this collective agreement, with the exception of social leave. It may be taken in periods no shorter than one-half ($\frac{1}{2}$) day and no longer than (2) days at a time.

In unforeseeable cases, such as where an employee is already at work and gets an emergency call, he will be authorized to take less than one-half day.

- (c) Where the event is foreseeable, the employee must notify his immediate supervisor at least two (2) days in advance.
- (d) The employee who must be absent from work for a valid reason as mentioned in this clause and who can not benefit from a leave under the terms of the current collective agreement may obtain said leave without loss of regular pay, up to a maximum of fifteen and a half (15.5) hours per year, the year being from June 1 to May 31.
- (e) When an employee must see his doctor for personal reasons and submits a medical certificate to the University, this absence shall be considered a sick day and shall not be deducted from the employee's personal leave bank.

ARTICLE 19 LEAVE WITHOUT PAY

19.01

An employee with the equivalent of one (1) year of full-time service who, for a valid reason, wishes to obtain a leave without pay, must submit a written request to his immediate supervisor. Such leave shall not be unreasonably denied by the University.

19.02 A leave without pay is not generally to exceed twelve (12) months in duration. It may be extended with the University's consent.

19.03 A written request for a leave without pay shall be sent to the immediate supervisor no later than two (2) months before the beginning of said leave. The University shall respond in writing no more than three (3) weeks after receiving the request.

19.04 An employee who uses leave without pay for purposes other than those for which it was granted, or who does not return to work upon the expiry of the leave and has not been authorized to extend the leave, except in an emergency, shall be deemed to have resigned on the date that the leave began.

19.05 By agreement between the parties, an employee may terminate his leave without pay before the anticipated date of his return.

19.06 Upon his return, the University shall reinstate the employee, with all his rights, to the position that he held at the time of his departure, or, if his position has been abolished, to an equivalent position.

19.07 Unless there is an agreement or provision to the contrary, an employee on leave without pay does not benefit from the advantages provided for in this collective agreement. He shall continue to benefit from the pension and insurance plans should these plans so permit, provided he pays the entire cost.

19.08 **Part-time leave**

(a) An employee may take leave without pay under this article on a part-time basis according to the same terms and conditions. In such event, his working conditions and/or benefits shall be prorated to hours paid, with the exception of seniority, which is accumulated as if the employee were working full-time.

(b) The University and the employee shall agree on the arrangements for the part-time leave, which is not to exceed three (3) days per week.

(c) A permanent part-time employee is not entitled to part-time leave without pay.

(d) During a part-time leave, the employee's salary is prorated to time worked. For benefits, the University and the employee agree to contribute as if the employee were working full-time. For the purposes of calculating benefits, an employee on part-time leave is considered to be working full-time.

19.09 **Absence for public service**

(a) Any employee who is a candidate for a municipal council, a school board, a hospital administrative board or a CLSC may obtain a leave without pay not exceeding thirty-five (35) working days. The employee may take his accumulated vacation days within these thirty-five (35) days.

(b) Any employee who is elected to a municipal (full-time mandate), provincial or federal public office is on leave without pay for the duration of his first

mandate. When the employee returns to work, the University shall reinstate him to a position equivalent to the one that he held prior to his departure.

- (c) Any employee who wishes to take part in organizing an election campaign may, after agreement with the University, use his accumulated vacation days or take leave without pay.
- (d) Any employee elected to a school board, a municipal council or a hospital or CLSC board is entitled to leave without pay for meetings or official activities related to his office.

In such a case, a written request stating the employee's name, and the nature and probable length of the absence, must be sent to the immediate supervisor, as a general rule at least five (5) working days prior to the date on which the leave begins.

- (e) When the employee returns to work, the University shall reinstate him to the position that he held at the time of his departure, or, if the position was abolished, an equivalent position.

ARTICLE 20 DEFERRED SALARY LEAVE

20.01 Deferred salary leave is intended to provide employees with an opportunity to benefit from a leave with salary.

The parties consider deferred salary leave beneficial to the employee and the University.

20.02 The granting of leave without pay is subject to the concerned department's ability to cover the absence, but such leave shall only be denied in exceptional circumstances.

20.03 Deferred salary leave shall be for no less than six (6) consecutive months and shall not exceed twelve (12) consecutive months.

Employees who benefit from deferred salary leave must return to work for a period equal to that of the leave.

20.04 An employee may apply in writing to participate in the Deferred Salary Leave Plan (DSLPL) to his immediate supervisor, with a copy to the Employee & Labour Relations Office, at least three (3) months prior to the date on which the employee wishes to commence participation.

20.05 Approval or refusal of a deferred salary leave shall be given by the immediate supervisor, with a copy to the Employee & Labour Relations Office, within five (5) weeks of the date that the application was received. If the University refuses to grant such a leave, it shall provide the reasons to the employee, with a copy to the Union.

20.06 An employee's participation in the DSLP is subject to the signing of a contract as provided in Appendix 3.

20.07 The contract shall be signed by the employee and returned to the Employee & Labour Relations Office four (4) weeks prior to the beginning of the deferral period.

The Employee & Labour Relations Office shall return a signed copy of the contract to the immediate supervisor concerned.

Upon signing the contract, the employee shall become a participating employee. If the employee does not sign the contract, he shall be deemed to have withdrawn his application to participate in the deferred salary leave plan.

20.08 The duration of the leave and the percentage of salary paid while participating in the plan (contract) shall be one of the following options:

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

ARTICLE 21 PARENTAL LEAVE

PREAMBLE

Unless specifically mentioned, all leaves provided in the present Article 21 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

21.01 a) A pregnant employee is entitled to a maternity leave of eighteen (18) weeks duration, which subject to clause 21.04 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 21.

c) An employee who gives birth to a stillborn child after the beginning of the twentieth (20th) week preceding the due date is also entitled to such maternity leave.

21.02 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 sixteenth (16th) week preceding the date of birth and ends no later than eighteen (18) weeks after the week of birth.

21.03 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.

21.04 A maternity leave can be split, interrupted or extended in accordance with the conditions provided in section V of the present article 21.

21.05 During the maternity leave and the extensions provided in clause 21.03 and in section V of the present article 21, the employee can defer a maximum of four (4) weeks of annual vacation if the employee 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.

21.06 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

21.07 Provisional assignment

a) 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 provisional 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 reassignment, 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, her/his position may be exchanged for that of the pregnant employee for the duration of the temporary reassignment, 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 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 the existing risk and the due date; this leave is then considered as the maternity leave provided in clause 21.01, 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 21.25, insofar as she is normally entitled to them and also in clause 21.27. The employee covered by clause 21.07 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

21.08 Birth or adoption leaves

- a) The employee whose spouse gives birth or who adopts a child is entitled to a leave, without loss of salary, of a maximum duration of five (5) working days. The leave can be split into days upon the employee's request and must be taken between the delivery date or in the case of an adoption, between the date that the child is placed in the employee's care, and the fifteenth (15th) day following the child or mother's arrival at the 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 an employee's spouse suffers an interruption of pregnancy as of the twentieth (20th) 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 into 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. The employee must inform the University in writing.

21.09 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.

21.10 **Paternity leave**

The employee whose spouse gives birth is entitled to a paternity leave of a maximum period of five (5) consecutive weeks for the birth of his child. This leave must be taken not 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 privileges pertaining to such leave.

Section IV: Parental leave

21.11 a) A parental leave of a maximum duration of two (2) years is granted to the employee as a prolongation of the maternity leave or paternity leave, or in the context of an adoption process.

- b) An employee whose parental leave's expected duration is less than two (2) years can, only once, ask the University for an extension of her/his parental leave up to the maximum provided in paragraph a), by submitting a written request at least thirty (30) days prior to the expected date of her/his return to work.
- c) During this leave, the employee can, if she/he submits a request to the University at least thirty (30) days in advance, modify her/his full-time parental leave into a part-time parental leave or vice-versa. The employee can avail her/himself from this provision only once.
- d) The employee who wishes to return to work before the scheduled date must give a written notice of at least twenty-one (21) days prior to her/his return to work or, if the duration of the leave exceeds thirty-four (34) weeks, at least thirty (30) days before his/her return to work.
- e) The employee who does not avail her/himself of the leave provided in the preceding paragraphs can benefit, after the birth or the adoption of her/his child, from a leave of a maximum duration of fifty-two (52) consecutive weeks, which starts at the moment decided by the employee but not later than one (1) year following the birth of the child or, in case of an adoption, one (1) year after the child was placed in her/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 a disagreement with the University as to the schedule, the employee is entitled to a maximum of two (2) and a half (1/2) days 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

21.12 A maternity, paternity or parental leave can be divided into weeks, upon the employee's request, in the following circumstances:

- a) if the employee's child is hospitalized;
- b) if the employee is sick or has suffered an accident;
- c) if the employee must be present with her/his child, spouse, father, mother, spouse of her/his father or mother, brother, sister, or one of her/his grandparents because of a serious illness or a serious accident.

21.13 When the child is hospitalized during the maternity, paternity or parental leave, the employee who interrupts her/his leave may, after agreement with the University, return to work.

- 21.14 The employee who, before the end of her/his maternity, paternity or parental leave, submits a written notice to the University accompanied by a medical certificate attesting that the health of her/his child or, in the case of a maternity leave that her own health so warrants it, is entitled to an extension of the leave for the duration prescribed on the medical certificate.
- 21.15 The provisions of this section shall not serve 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)

- 21.16 The benefits provided for in this section are paid only as a supplement to the benefits of the Quebec Parental Insurance Plan or, in the cases that follow, as benefits during a maternity leave or supplementary maternity leave for which the Plan does not provide any benefits.
- 21.17 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.
- 21.18 Payments for deferred remuneration or severance pay will not be reduced nor increased by the payment of compensation under the present article 21.

21.19 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 the employee's 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 regular weekly salary and the benefits received, for a maximum duration of thirty-two (32) weeks or, in the case of an adoption procedure, for a maximum duration 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 in wages cannot exceed ninety-three percent (93%) of her or his regular weekly base salary paid by the University and, if applicable, by any other employer.
- c) When the QPIP benefits are interrupted for any reason provided in section V, the payment of the supplementary allowance ceases, and resumes once the QPIP benefits are being paid again.
- d) The employee eligible for 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) week period, the employee will receive an allowance equivalent to ninety-three (93%) of her regular weekly salary. The employees benefiting from this additional maternity leave will be eligible to these two (2) weeks of leave in addition to the leave provided in section IV. These two (2) weeks will not be taken into account for the calculation of the parental leave, which is of a maximum duration of two (2) years.

21.20 **Maternity or parental leave - Employee not eligible for QPIP or Employment Insurance benefits**

The employee not eligible to QPIP or Employment Insurance benefits is excluded from any other compensation. However:

- a) The full-time 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 her/his regular weekly salary;
- b) The part-time 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 her/his regular weekly salary.

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

The employee who, because she/he resides outside of Quebec, is not eligible for QPIP benefits but receives maternity leave or parental leave employment-insurance benefits, 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 regular weekly salary and the benefits received.

i) **During a parental or adoption leave:**

an allowance equal to the difference between 93% of her regular weekly salary and the benefits received for a maximum of thirty-five (35) weeks.

21.22

Miscellaneous

- a) No allowance shall be paid during a paid vacation period.
- b) The first installment of the allowance is paid, 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 her/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 her/his regular salary, it is understood that for the purpose of calculating her/his regular salary, it refers to regular salary from which such benefits were established.
- d) 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 21.07 does not receive any CSST allowances is excluded from the calculation of her base weekly salary.

Section VII: Notice

21.23

The employee who requests a maternity, paternity or parental leave notifies the University in writing at least two (2) weeks before her/his departure. This notice shall specify the intended 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 attests 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 attesting 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.

21.24

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 conclusion of the leave.

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

Section VIII: Benefits

21.25 During the maternity, paternity and parental leave, the employee is entitled, provided that she/he is normally entitled to them and that she/he pays her/his share of the premiums or contributions, to the following benefits:

- salary insurance;
- life insurance;
- supplementary life insurance;
- health insurance;
- dental and vision care insurance
- pension plan
- accumulation of seniority;
- accumulation of experience;
- the right to apply for a posted position and to obtain it in accordance with the provisions of the collective agreement as if the employee were at work.

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

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

The employee covered by clause 21.07 b) can also benefit from the short-term disability leave or from the long term disability plan, as appropriate.

21.28 a) During a part-time leave with or without pay of more than twelve (12) weeks, an employee retains her/his eligibility to the benefits provided in articles 16 and 17 if she/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 her/his leave with or without pay as provided in clause 21.11 d).

b) In the cases provided in paragraph a), the employee must submit a medical certificate to the University attesting the date of onset of her/his disability,

her/his inability to come back to work and the expected date of return to work and of the end of her/his disability. The University reserves the right to have the employee examined by another doctor.

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

For purpose of this paragraph, all leaves accumulated pursuant to article 15 before the maternity or paternity leave are added to the deferred annual vacation.

ARTICLE 22 UNIVERSITY CLOSURE

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

ARTICLE 23 BENEFITS

23.01 The employees covered by this agreement have the right to participate in the University's benefit program in accordance with the terms and conditions stipulated therein, and, in particular, to be enrolled in the following plans:

1. Employee Pension Plan
2. Health Plan, including dental and vision care
3. Long-Term Disability Insurance
4. Basic Life Insurance
5. Accidental Death and Dismemberment Insurance
6. Optional Life Insurance
7. Optional Dependent Life Insurance
8. Registered Retirement Savings Plan

Retiree benefits for employees who were working for the University at the time of their retirement:

1. Health Plan
2. Library privileges
3. Access to health services and sports facilities
4. Tuition waivers in accordance with article 25

23.02 Once every year, the University shall send each employee a statement indicating his contributions to the pension plan.

23.03 An employee is eligible for a full pension as of the first day of the month coinciding with or immediately following his sixty-fifth (65th) birthday.

23.04

Early retirement

- (a) Notwithstanding the provisions contained in clause 23.01, an employee aged fifty-five (55) or more is eligible to take early retirement as of the first day of the month that coincides with his date of birth or of the month that follows it, subject to advance notice of at least three (3) months.
- (b) In addition to his early retirement benefits, an employee who has completed fifteen (15) years of service is eligible to receive a lump sum calculated according to his age at the date of his anticipated departure on early retirement. The amount is determined as follows:

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

- (c) A maximum of four (4) requests for early retirement are accepted per fiscal year. These requests may not be carried over from one year to the next. If in one fiscal year the number of requests exceeds the number provided for in this paragraph, the University reserves the right to accept these requests based on the seniority of the employees, and to refuse requests over and above the number provided for in this paragraph. Requests refused within one fiscal year shall have priority in the following fiscal year.

23.05

The Union must be notified in writing of any changes to the plans in question.

ARTICLE 24 SUCCESSOR RIGHTS

24.01

Should the University merge or cease operations, or should the bargaining unit expand or increase in size, all the rights and advantages of members, as stated in this collective agreement, shall be complied with.

24.02

If, during the life of this collective agreement, the University or a part thereof consolidates, amalgamates or merges with any other division, school, College or constituent element of a system of higher education in Quebec, the current bargaining unit, as defined in this collective agreement, shall remain distinct, and this collective agreement shall remain in effect.

ARTICLE 25 TUITION WAIVERS

25.01

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 prorated to the number of hours worked.

- 25.02 The phrase “courses given by the University” means all credit courses offered by the University.
- 25.03 For the purposes of this article, “dependents” means
- (a) a spouse as defined in article 2.03; and
 - (b) the child or children of the employee, his spouse or both, provided they are financially dependent on the employee.
- 25.04 The following persons are also entitled to a tuition waiver:
- (a) the spouse and children of an employee who died while in the employ of the University, provided they are financially dependent on the proceeds of his estate;
 - (b) an employee who has retired from the University; and
 - (c) the spouse and dependent children of an employee who has retired from the University.
- 25.05 Except as provided in clause 25.04, the tuition waiver granted to employees and their dependents is applicable only for the duration of an employee’s permanent employment at the University. The waiver ceases when the employee leaves his employment with the University. From that point onward, the employee shall be responsible for a pro-rated amount of the tuition fees that had been waived.
- If an employee is laid off, the tuition waiver shall remain in effect for the duration of the session in progress.
- An employee who, at the time of hiring, is registered for one or more courses given by the University shall be granted a tuition waiver prorated to his date of hire.
- 25.06 All University rules and regulations applicable to students also apply to employees and their dependents without exception.
- 25.07 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 a request is made in advance to his immediate supervisor and an agreement is reached with him concerning the redistribution of his hours of work.
- (i) The University recognizes that knowledge of English and French is desirable and agrees to help employees acquire such knowledge.
 - (ii) Any employee who wishes to take French or English language credit courses offered by the University during regular working hours may do so without loss of pay, provided a request is made in advance to his supervisor. The approval of such requests shall not be unreasonably withheld.

- (iii) Any employee may take French or English non-credit language courses offered by the University's Centre for Continuing Education without loss of pay. In such a case, the employee shall pay the tuition fees and the University shall reimburse the employee upon presentation of proof that the course was completed. The approval of such requests shall not be unreasonably withheld.

ARTICLE 26 STUDY LEAVE

- 26.01 (a) Study leave is intended to provide employees with the opportunity to pursue undergraduate study, graduate study or occupational or professional training that will increase or broaden the scope of their competency.
- (b) Employees who have completed two (2) years of permanent service with the University are eligible for study leave.
- (c) The parties consider study leave beneficial to the employees and the University. Consequently, study leave will not be unreasonably denied. Nonetheless, it is subject to the ability of the concerned department or shop to accommodate it.

- 26.02 (a) A written application for a study leave must be made to the immediate supervisor, with a copy to the Human Resources and Employee Relations department, six (6) months prior to the date at which the leave is anticipated to commence.
- (b) The application for leave shall include:
 - (i) the main reason for the leave, including, where available, proof of admission to an accredited program;
 - (ii) the specific period of the leave; and
 - (iii) the percentage of the work reduction requested.

- 26.03 Generally, a study leave will not exceed twenty-four (24) months. However, a study leave may be separated into parts which coincide with academic terms provided the total time does not exceed three (3) calendar years.

- 26.04 Normally, a study leave will not involve continuous absence from normal duties and responsibilities in excess of fifty percent (50%) of the time.

- 26.05 An employee's remuneration during study leave shall be calculated in accordance with the following formula:

Percentage of work	Percentage of salary
50%	60.0%
60%	67.5%
70%	75.0%
80%	82.5%
90%	90.0%

- 26.06 An employee's annual base salary while on leave shall be established on the basis of the employee's regular hours of work. All relevant salary adjustments shall be applied to this base salary. The salary paid shall be established in accordance with the above table.
- 26.07 An eligible employee who participates in the University benefit plans shall continue to do so during his 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.
- 26.08 Annual vacation entitlement for an employee on study leave shall be prorated to time worked.
- 26.09 Approval or refusal of a study leave shall be given in writing by the immediate supervisor, with a copy to the Human Resources Department, within six (6) weeks of the date the application was received. A letter of approval shall state all the terms and conditions of the agreement. A letter of refusal shall state the reasons for the refusal.
- 26.10 The University shall provide statistics on study leave applications to the Union in January, April and August of each year.
- 26.11 An employee who has completed a study leave shall become eligible for study leave again after three (3) years of permanent service.

ARTICLE 27 TEMPORARY EMPLOYEES

27.01 This collective agreement applies to temporary employees as follows:

- ARTICLE 1 PURPOSE OF AGREEMENT**
The article applies.
- ARTICLE 2 DEFINITIONS**
The article applies.
- ARTICLE 3 UNION RECOGNITION**
Paragraph 3.01 applies.
- ARTICLE 4 MANAGEMENT RIGHTS**
The article applies.
- ARTICLE 5 UNION SECURITY**
The article applies.
- ARTICLE 6 UNION REPRESENTATION**
The article applies.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

The article applies, except where a probationary employee is laid off or dismissed.

ARTICLE 8

DISCIPLINARY MEASURES AND PERSONAL FILES

The article applies.

ARTICLE 9

SENIORITY

The article does not apply.

Temporary employees hired for a period exceeding three (3) months are subject to a probation period of five hundred and forty (540) regular hours worked. Seniority for temporary employees shall be accumulated on the basis of the number of hours worked, and serves to distinguish between said employees in the event of a layoff or a recall to work as long as the other clauses of the collective agreement are respected. A temporary employee cannot use his seniority against that of a permanent employee as long as the employee has temporary employee status.

ARTICLE 10

EMPLOYMENT SECURITY

The article does not apply.

ARTICLE 11

MOVEMENT OF PERSONNEL

The article applies, with the exception of paragraph 11.03(b).

ARTICLE 12

STATUTORY HOLIDAYS

The article does not apply.

Temporary employees are entitled to the statutory holidays referred to in clause 12.01 of the collective agreement provided these holidays are part of their regular work schedule.

ARTICLE 13

HOURS OF WORK

The article applies.

The schedule is established by the University. A temporary employee hired to replace a permanent full-time employee will normally work the hours of the employee that he is replacing.

ARTICLE 14

OVERTIME

The article applies.

ARTICLE 15

VACATIONS

The article does not apply.

Upon leaving, a temporary employee shall receive vacation pay equal to eight per cent (8%) of salary earned from his date of hire until the date of his departure. A temporary employee whose duration of employment exceeds twelve (12) months may take a vacation with the consent of his immediate supervisor. Paid vacation is calculated as follows:

- one and two-thirds (1 2/3) days for each month worked, up to a maximum of twenty (20) working days.

ARTICLE 16

WORK ACCIDENTS

The law applies.

ARTICLE 17

SICK LEAVE

The article does not apply.

Temporary employees shall be protected by a salary insurance program.

The purpose of the program is to compensate for the loss of earnings of temporary employees who are unable to perform their normal work because of an illness or an accident other than an occupational injury.

A temporary employee who, due to an illness or accident, is unable to perform his usual duties is entitled, at any time when his contract is in effect, to paid sick leave for a period of up to one (1) month, at the regular salary rate that the employee would have earned if he had remained at work. This indemnity is payable as of the third day of the absence from work. The two (2) first days of absence shall be deducted from the annual credit of hours. This credit is non-cumulative and non-redeemable. The credit is established at 38.75 hours per year, meaning from June 1st of the present year to May 31st of the following year. For a contract whose duration is of less than twelve (12) months, said credit will be prorated to the amount of time worked.

A temporary employee on paid sick leave may be required to provide a medical certificate confirming that he is disabled.

If the 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 sixty-six and two-thirds percent (66.66%) of the regular salary that the temporary employee would have earned if he had remained at work. Salary insurance payments shall be made for the time that the temporary employee would have worked, notwithstanding the accident or illness, or until he returns to work, whichever occurs earlier.

The cost of the program shall be shared equally by the employee and the University.

The University shall deduct from each pay, in equal amounts, the temporary employee's share 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 beginning of the temporary employee's employment period.

The temporary employee shall advise his immediate supervisor, as soon as possible, of his absence due to an illness or accident.

- ARTICLE 18** **SPECIAL LEAVES**
Only paragraphs 18.01, 18.02, 18.04, 18.05 and 18.06 apply. An employee may be absent from work for one (1) day, without loss of pay, on the day of his wedding or civil union. An employee may also be absent from work, without pay, on the day of his son or daughter's wedding or civil union.
- ARTICLE 19** **LEAVE WITHOUT PAY**
The article does not apply.
- ARTICLE 20** **DEFERRED SALARY LEAVE**
The article does not apply.
- ARTICLE 21** **PARENTAL LEAVES**
The law applies.
- ARTICLE 22** **UNIVERSITY CLOSINGS**
The article applies.

A temporary employee shall be paid for any closings that occur during the period for which he was hired.
- ARTICLE 23** **BENEFITS**
The article does not apply.

Temporary employees are entitled to participate in the Pension Plan in accordance with the regulations under the *Supplemental Pension Plans Act*.
- ARTICLE 24** **SUCCESSOR RIGHTS**
The article does not apply.
- ARTICLE 25** **TUITION WAIVERS**
The article does not apply.
- ARTICLE 26** **STUDY LEAVE**
The article does not apply.
- ARTICLE 27** **TEMPORARY EMPLOYEES**
The article applies.
- ARTICLE 28** **GENERAL**
The article applies.

The current practice regarding tools and uniforms applies.
- ARTICLE 29** **APPENDICES AND LETTERS OF AGREEMENT**
The article does not apply.
- ARTICLE 30** **TRAINING AND DEVELOPMENT**
The article does not apply.

ARTICLE 31

CLASSIFICATIONS AND PREMIUMS

A temporary employee shall be paid the salary rate of the job classification in which he was hired.

ARTICLE 32

RETROACTIVITY AND GRANDFATHER CLAUSE

The article applies.

ARTICLE 33

DURATION OF THE COLLECTIVE AGREEMENT

The article applies.

ARTICLE 28

GENERAL

28.01 No employee shall participate in any strike, walkout, work slowdown or work stoppage during the life of this collective agreement, nor shall the University participate in any lockout during the life of this collective agreement is in force. Neither the Union, nor any officer or other Union representative shall directly or indirectly authorize, help, encourage or in any way participate in a strike, walkout, work slowdown or work stoppage during the life of this collective agreement.

28.02 The University shall provide a copy of this collective agreement to each employee. The parties shall share the translation costs.

28.03 The University shall make a suitable area available to the employees for eating, changing and showering.

28.04 **Protective clothing and safety equipment**

- (a) Each year, cotton gloves and overalls shall be provided as needed to all employees who require them to perform their work. If the University decides that additional protective clothing is necessary, it shall supply the clothing to the employees.
- (b) The University shall ensure that the equipment and workplaces conform to the *Act respecting occupational health and safety*.
- (c) The University shall consider the employees' recommendations regarding safety equipment.
- (d) The current practice of providing pants, shirts and safety glasses remains in force.
- (e) The University shall provide raincoats and winter coats to employees who require them to perform their work.
- (f) Each year, the University shall provide a pair of safety boots, a pair of shoes, or, where prescribed by a physician, a pair of orthopedic boots, which must be worn during working hours. The model and maximum price to be paid by the University shall be established each year by the Health and Safety Committee.

28.05 The existing portable air conditioners for the kitchens shall remain in place and the University shall ensure they are maintained or replaced when broken.

28.06 The University shall provide the necessary tools in accordance with current practice.

28.07 All official correspondence between the parties regarding the administration of this collective agreement shall be sent by mail, facsimile or email to the following official addresses of the parties:

The United Steelworkers Union, local 9538
8910, Hochelaga
Montreal, Quebec H1L 2N5
Facsimile: (514) 354-8368
Email address : ***eddy.ginocchi@9538metallo.ca***

and

Concordia University
Employee & Labour Relations Office
1455 De Maisonneuve Boulevard West
Suite FB-803
Montreal, Quebec H3G 1M8
Facsimile: (514) 848-4229
Email address: *bouchard@alcor.concordia.ca*, or her replacement.

28.08 **Parking**

The University shall reimburse employees for parking expenses that they must incur by reason of a temporary assignment outside their campus.

28.09 **Non-Discrimination**

a) The University and the Union agree that there will be no discrimination against any employee on the basis of any of the following reasons: age, social condition, political convictions, marital status, pregnancy, handicap, mother tongue, sexual preference, race, physical appearance, ethnicity, nationality, religion or gender.

b) Hiring practices, job postings and employment files used by the University will reflect this position.

28.10 **Discrimination**

An unjust preference or distinction based on one or several of the reasons enumerated in article 28.09, constitutes discrimination under the present article.

28.11 **Technological change**

A technological change is any major change that could result in the abolishment or creation of one or more positions and/or changes in the requirements of one or more positions arising from the introduction of new technology, a new technique or new equipment that results in the modification of a classification.

The University shall give the Union written notice of its intention to introduce a technological change, and the nature and purpose of the change, at least three (3) months prior to the expected date of its introduction.

No later than twenty (20) working days after the Union receives the notice, the University shall convene the Labour Relations Committee to discuss the matter.

Any training that the University considers necessary to enable employees affected by the technological change to fulfil their new duties shall be at the University's expense. Whenever possible, such training shall be given during working hours, without loss of rights or benefits.

28.12 **Harassment**

The University and the Union recognize that all employees have the right to work in a environment that is free from harassment.

Harassment is defined as any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affects an employee's dignity or psychological or physical integrity and that results in a harmful work environment for the employee.

A single, serious incidence of such behavior may constitute harassment if it has the same consequences and if it produces a lasting harmful effect on the member.

28.13 The University must take reasonable action to prevent harassment and, whenever such behaviour is brought to its attention, to put a stop to it.

28.14 Whenever an employee has reason to believe that he/she is a victim of harassment, he is strongly encouraged to consult the University's Advisor on Rights and Responsibilities without delay, in an attempt to resolve the situation informally, in accordance with the provisions of the Code of Rights and Responsibilities of the University. Consulting the University's Advisor on Rights and Responsibilities does not constitute a formal procedure and the University is not deemed to be informed of the complaint until the complaint has been logged in writing as per the provisions of article 28.15.

28.15 If the complaint is not resolved according to the provisions of article 28.12, the employee who wishes to pursue his complaint must lodge said complaint in writing to his/her immediate supervisor or, if the complaint is directed at the supervisor, to the latter's supervisor, within ninety (90) days of the last incidence that is the subject of the complaint, indicating the incidence or incidences that

gave rise to the complaint. The employee simultaneously sends a copy of the complaint to the Union and to the Human Resources Department (Employee and Labour Relations unit).

- 28.16 The person to whom the complaint is submitted meets with the employee who has lodged the complaint within ten (10) days of the date that it was submitted. The person to whom the complaint is submitted can be accompanied by a representative from the Employee and Labour Relations unit and the employee who lodged the complaint may, if he so wishes, be accompanied by a shop delegate.
- 28.17 The person to whom the complaint is submitted meets with the person being complained against within seven (7) days following his meeting with the employee who lodged the complaint and may, if he/she deems appropriate to do so, meet with any witness cited by the person who lodged the complaint or by the person being complained against.
- 28.18 The person to whom the complaint is submitted renders a decision in writing within twenty (20) days following her/his meeting with the employee who lodged the complaint. A copy of this decision is sent to the Union.
- 28.19 If the employee who lodged the complaint is dissatisfied with the aforementioned decision, the Union may, despite the grievance procedure provided for in article 7 of the present collective agreement, refer the case directly to arbitration, within fifteen (15) working days following the decision, by following the the procedure provided for in articles 7.04 to 7.13 of the present collective agreement.
- 28.20 If the complaint is directed against another member of the bargaining unit, the delay for the application of a disciplinary measure, if appropriate, is calculated as of the date that the decision was rendered as per the provisions of article 28.18.
- 28.21 a) The delays provided for in articles 28.15 to 28.19 are mandatory, however these can be extended by written agreement between the University and the Union.

ARTICLE 29 APPENDICES AND LETTERS OF AGREEMENT

- 29.01 The appendices and letters of agreement are an integral part of this collective agreement.

ARTICLE 30 TRAINING

30.01 Reimbursement of occupational training expenses

A permanent employee who wishes to be reimbursed for a course related to his duties shall submit a written request to the immediate supervisor before the

training is to begin. The University shall not withhold approval of such requests unreasonably.

The employee shall be reimbursed up to two hundred dollars (\$200.00) for each course related to the duties that he performs.

The sum of two hundred dollars (\$200.00) includes registration fees, books and other requisite school supplies. The registration fees shall be reimbursed within thirty (30) calendar days of a certification that the course was successfully completed.

No more than two (2) completed courses, including summer session courses, shall be reimbursed over a twelve (12) month period beginning June 1 and ending the following May 31.

If the employee leaves his employment or is dismissed for just cause within twelve (12) months of receiving this reimbursement, the employee must reimburse the said amount to the University.

The courses must be taken outside regular working hours.

30.02 **Reimbursement for costs related to licences and certificates of competency**

The University shall reimburse costs related to the issuance or renewal of certificates of competency required by the University.

If an employee must, during his normal working hours, take an exam to obtain a certificate of competency that is required to fulfil the requirements of his trade, he is entitled to a day of leave without loss of regular pay in addition to examination-related costs.

30.03 **Skill upgrading**

All employees who wish to take training courses related to their duties shall submit a request in this regard to their immediate supervisor. The University shall not withhold the approval of such requests unreasonably.

Employees who take such training courses during normal working hours shall suffer no loss of salary.

ARTICLE 31 CLASSIFICATION AND PREMIUMS

31.01 An employee shall receive the salary corresponding to his job classification, in accordance with Appendix 1.

31.02 An employee occasionally required by the University to work a full shift in a group whose grade is lower than his own shall be paid at the rate of the higher grade for the work performed.

An employee occasionally required by the University to work a full shift in a group whose grade is higher than his own shall be paid at the rate of his current grade for the work performed, except in the event of a layoff procedure under article 10.

31.03 **Meal premium**

An employee required to work at least two (2) hours of overtime immediately after his regular shift shall receive a meal premium of ten dollars (\$10.00) as of the Monday following the signing of the collective agreement. The premium shall be increased to eleven dollars (\$11.00) as of June 1st, 2011, and to twelve dollars (\$12.00) as of June 1st, 2012.

The employee is entitled to a half-hour paid meal break immediately after his regular work day.

When an employee has worked more than four (4) consecutive hours of overtime, he is entitled to a half-hour paid meal period. This clause is also applicable on Saturdays and Sundays based on the hours worked, and in the event of a call-back to work for more than four (4) hours, even if the work was scheduled in advance.

Boiler room relief employees doing maintenance work are entitled to a paid half-hour meal break immediately after their normal working hours. Overtime begins as soon as the normal working hours are finished.

31.04 **Shift premiums**

(a) The premium for each hour worked between 3 p.m. and midnight is sixty-five cents (\$0.65). Effective June 1, 2007, this premium shall be increased to seventy cents (\$0.70).

(b) The premium for each hour worked between midnight and 7 a.m. is one dollar and ten cents (\$1.10). Effective June 1, 2007, this premium shall be increased to one dollar and fifteen cents (\$1.15).

(c) This premium is paid directly and is not added to the regular salary rate when calculating pay for overtime.

An employee may not receive this premium when he receives the rate for overtime work.

31.05 **Group leader premium**

An employee who holds the position of group leader shall receive a premium of two dollars (\$2.00) for each hour worked.

Should the amount of this premium be increased, the new amount shall be paid to all employees assigned to the position of group leader.

ARTICLE 32 RETROACTIVITY AND GRANDFATHER CLAUSE

32.01 If the Québec government's salary policy provides for salary increases greater than those provided for in this collective agreement, the Québec government salary policy shall apply, provided the University receives the appropriate funding.

32.02 The salary increases are paid retroactively for all of the hours paid to the employees in the employment of the University at the time of signature of the collective agreement, as well as to those employees having retired between June 1st, 2008 and the date of signature of the collective agreement.

The retroactivity amounts shall be paid within thirty (30) working days following the signature of the collective agreement.

Any employee having voluntarily left the University between June 1st, 2008 and the date of signature is eligible to retroactive payment upon written request addressed to the Human Resources Department within ninety (90) days of the signature of the collective agreement.

Pension payments for employees having retired between June 1st, 2008 and the date of signature of the collective agreement are recalculated to include the salary increases described above.

ARTICLE 33 DURATION OF AGREEMENT

33.01 The terms of this collective agreement shall be in force from the date of its signature until May 31, 2015.

33.02 Notwithstanding clause 33.01, this agreement shall remain in force until the signature of a new collective agreement.

IN WITNESS WHEREOF, the parties have signed at Montréal, on the 11th day of April 2014.

For the University

Dr. Alan Shepard
President

Mr. Roger Côté
Vice-President, Services

Mr. Peter Bolla
Associate Vice-President,
Facilities Management

Ms. Carolina Willsher
Associate Vice-President,
Human Resources

Mr. Pasqualino Pietromonaco
Senior Director, Property Management
Facilities Management

Mr. Stéphan Drolet
Operations Manager and Chief Engineman

Ms. Andrée-Anne Bouchard
Manager, Employee and Labour Relations

For the Union

Mr. Bruno Gagnon
President, United Steelworkers, local 9538

Mr. Eddy Ginnochi
Vice-president, United Steelworkers, local 9538

Mr. Joe Luciano
Delegate, Boiler room

Mr. Francesco Pirro
Delegate, Plumbing

Mr. Daniel Rodrigues
Delegate, Architectural Services

Mr. Michael Brady
Delegate, Electrical

Mr. Benoit Lachance
Delegate, Distribution Services

Mr. Richard Boudreault
Area Coordinator, United Steelworkers

APPENDIX 1 SALARIES AND SALARY POLICY

Employees shall receive their pay every Thursday by direct deposit.

Annual salary increases:

- a) The salary scales shall be increased as follows:
 - a. June 1, 2008: 2%
 - b. June 1, 2009: 2%
 - c. June 1, 2010: 1%
 - d. June 1, 2011: 1%
 - e. June 1, 2012: 2%
 - f. June 1, 2013: 2%
 - g. June 1, 2014: 2%

- b) In consideration of the modifications made to the collective agreement as described in the present document, the salary scale is adjusted by an additional amount of 2% on June 1, 2008. As this adjustment is not included in the percentage of the annual salary increase, the total increase of the salary scale on June 1, 2008 is of 4%.

Metallos SGW hourly wages effective from June 1st, 2008 to May 31, 2015

Unit	Job Title	June 1, 2007	June 1, 2008	June 1, 2009	June 1, 2010	June 1, 2011	June 1, 2012	June 1, 2013	2014 signing of CA	June 1, 2014
			4.00%	2.00%	1.00%	1.00%	2.00%	2.00%		2.00%
Electrical	Electrician	22.86	23.77	24.25	24.49	24.73	25.22	25.72		26.23
	Apprentice Electrician - Yr. 5	21.51	22.37	22.82	23.05	23.28	23.75	24.17		24.66
	Apprentice Electrician - Yr. 4	20.72	21.55	21.98	22.20	22.42	22.87	23.15		23.61
	Apprentice Electrician Yr. 3	19.96	20.76	21.18	21.39	21.60	22.03	22.38		22.82
	Apprentice Electrician-Yr. 1 & 2	19.34	20.11	20.51	20.72	20.93	21.35	21.86		22.30
	Apprentice Electrician base rate	18.41	19.15	19.53	19.73	19.93	20.33	20.83		21.25
	Lampman	17.18	17.87	18.23	18.41	18.59	18.96	19.34		19.73
Plumbing	Plumber	22.86	23.77	24.25	24.49	24.73	25.22	25.72		26.23
	Apprentice Plumber - Yr. 5	21.51	22.37	22.82	23.05	23.28	23.75	24.17		24.66
	Apprentice Plumber - Yr. 4	20.72	21.55	21.98	22.20	22.42	22.87	23.15		23.61
	Apprentice Plumber Yr. 3	19.96	20.76	21.18	21.39	21.60	22.03	22.38		22.82
	Apprentice Plumber-Yr. 1 & 2	19.34	20.11	20.51	20.72	20.93	21.35	21.86		22.30
	Apprentice base rate	18.41	19.15	19.53	19.73	19.93	20.33	20.83		21.25
	Refrigeration Mechanic	22.86	23.77	24.25	24.49	24.73	25.22	25.72		26.23
Power Plant SGW	Controls Technician	22.86	23.77	24.25	24.49	24.73	25.22	25.72		26.23
	Mechanical Technician – Buildings						25.22	25.72		26.23
	Helper	18.00	18.72	19.09	19.28	19.47	19.86	20.26		20.67
	Maintenance Mechanic	22.86	23.77	24.25	24.49	24.73	25.22	25.72		26.23
	Apprentice Mechanic 2	20.53	21.35	21.78	22.00	22.22	22.66	23.11		23.57
	Apprentice Mechanic 1	18.24	18.97	19.35	19.54	19.74	20.13	20.53		20.94
	Stationary Engineman	21.38	22.24	22.68	22.91	23.14	23.60	24.07		24.55

Power Plant Loyola	Shift Engineman	22.91	23.83	24.31	24.55	24.80	25.30	25.81		26.33
	Stationary Engineman	21.38	22.24	22.68	22.91	23.14	23.60	24.07		24.55
Master Locksmith	Master Locksmith	22.15	23.04	23.50	23.74	23.98	24.46	24.95		25.45
	Apprentice Master Locksmith - Yr. 5	20.78	21.61	22.04	22.26	22.48	22.93	23.39		23.86
	Apprentice Master Locksmith - Yr. 4	18.79	19.54	19.93	20.13	20.33	20.74	21.15		21.57
	Apprentice Master Locksmith - Yr. 3	17.68	18.39	18.76	18.95	19.14	19.52	19.91		20.31
	Apprentice Master Locksmith - Yr. 2	16.55	17.21	17.55	17.73	17.91	18.27	18.64		19.01
	Apprentice Master Locksmith - Yr. 1	15.46	16.08	16.40	16.56	16.73	17.06	17.40		17.75
Locksmith	Locksmith	20.70	21.53	21.96	22.18	22.40	22.85	23.31		23.78
	Apprentice Locksmith - Yr. 5	18.23	18.96	19.34	19.53	19.73	20.12	20.52		20.93
	Apprentice Locksmith - Yr. 4	17.60	18.30	18.67	18.86	19.05	19.43	19.82		20.22
	Apprentice Locksmith - Yr. 3	16.54	17.20	17.54	17.72	17.90	18.26	18.63		19.00
	Apprentice Locksmith - Yr. 2	15.52	16.14	16.46	16.62	16.79	17.13	17.47		17.82
	Apprentice Locksmith - Yr. 1	14.49	15.07	15.37	15.52	15.68	15.99	16.31		16.64
Cabinet Maker	Cabinet Maker	22.11	22.99	23.45	23.68	23.92	24.40	24.89		25.39
	Apprentice Cabinet Maker - Yr. 5	20.78	21.61	22.04	22.26	22.48	22.93	23.39		23.86
	Apprentice Cabinet Maker - Yr. 4	18.79	19.54	19.93	20.13	20.33	20.74	21.15		21.57
	Apprentice Cabinet Maker - Yr. 3	17.68	18.39	18.76	18.95	19.14	19.52	19.91		20.31
	Apprentice Cabinet Maker - Yr. 2	16.55	17.21	17.55	17.73	17.91	18.27	18.64		19.01
	Apprentice Cabinet Maker - Yr. 1	15.46	16.08	16.40	16.56	16.73	17.06	17.40		17.75
Carpenter	Carpenter	20.74	21.57	22.00	22.22	22.44	22.89	23.35		23.82
	Apprentice Carpenter - Yr. 5	19.39	20.17	20.57	20.78	20.99	21.41	21.84		22.28
	Apprentice Carpenter - Yr. 4	17.60	18.30	18.67	18.86	19.05	19.43	19.82		20.22
	Apprentice Carpenter - Yr. 3	16.54	17.20	17.54	17.72	17.90	18.26	18.63		19.00
	Apprentice Carpenter - Yr. 2	15.52	16.14	16.46	16.62	16.79	17.13	17.47		17.82

	Apprentice Carpenter - Yr. 1	14.49	15.07	15.37	15.52	15.68	15.99	16.31		16.64
Painter	Painter	20.36	21.17	21.59	21.81	22.03	22.47	22.92		23.38
	Apprentice Painter - Yr. 5	19.05	19.81	20.21	20.41	20.61	21.02	21.44		21.87
	Apprentice Painter - Yr. 4	17.30	17.99	18.35	18.53	18.72	19.09	19.47		19.86
	Apprentice Painter - Yr. 3	16.30	16.95	17.29	17.46	17.63	17.98	18.34		18.71
	Apprentice Painter - Yr. 2	15.28	15.89	16.21	16.37	16.53	16.86	17.20		17.54
	Apprentice Painter - Yr. 1	14.24	14.81	15.11	15.26	15.41	15.72	16.03		16.35
Handyman	Handyman	20.70	21.53	21.96	22.18	22.40	22.85	23.31		23.78
	Apprentice Handyman - Yr. 5	19.39	20.17	20.57	20.78	20.99	21.41	21.84		22.28
	Apprentice Handyman - Yr. 4	17.60	18.30	18.67	18.86	19.05	19.43	19.82		20.22
	Apprentice Handyman - Yr. 3	16.54	17.20	17.54	17.72	17.90	18.26	18.63		19.00
	Apprentice Handyman - Yr. 2	15.52	16.14	16.46	16.62	16.79	17.13	17.47		17.82
	Apprentice Handyman - Yr. 1	14.49	15.07	15.37	15.52	15.68	15.99	16.31		16.64
Distribution	Moving Coordinator	22.85	23.76	24.24	24.48	24.72	25.21	25.71		26.22
	Shipper Receiver	17.19	17.88	18.24	18.42	18.60	18.97	19.35	22.22	22.66
	Receiving Clerk	18.21	18.94	19.32	19.51	19.71	20.10	20.50		20.91
	Truck Driver	19.32	20.09	20.49	20.69	20.90	21.32	21.75		22.19
	Truck Helper	16.53	17.19	17.53	17.71	17.89	18.25	18.62	21.23	21.65

APPENDIX 2**SALARY SCALE APPLICABLE TO APPRENTICE-ELECTRICIANS AND APPRENTICE-PLUMBERS**

**For the 2013-2014 and 2014-2015
collective agreement years**

	Percentage of the licenced electrician's rate	June 1 st , 2013	June 1 st , 2014
Apprentice-electrician			
Five (5) years after obtaining the booklet	94%	\$ 24,17	\$ 24,66
Four (4) years after obtaining the booklet	90%	\$ 23,15	\$ 23,61
Three (3) years after obtaining the booklet	87%	\$ 22,38	\$ 22,82
One (1) year after obtaining the booklet	85%	\$ 21,86	\$ 22,30
Upon obtaining the apprenticeship booklet	81%	\$ 20,83	\$ 21,25
Apprentice-plumber			
Five (5) years after obtaining the booklet	94%	\$ 24,17	\$ 24,66
Four (4) years after obtaining the booklet	90%	\$ 23,15	\$ 23,61
Three (3) years after obtaining the booklet	87%	\$ 22,38	\$ 22,82
One (1) year after obtaining the booklet	85%	\$ 21,86	\$ 22,30
Upon obtaining the apprenticeship booklet	81%	\$ 20,83	\$ 21,25

APPENDIX 3 DEFERRED SALARY LEAVE CONTRACT

1. DÉFINITIONS

- 1.01 “**deferral period**” means a period of no more than four (4) consecutive years during which an eligible employee is participating in the plan and is not on leave.
- 1.02 “**deferred salary**” means the percentage of the annual earnings that the participant has agreed with the University to save during each year of the deferral period.
- 1.03 “**DSL**” means this Deferred Salary Leave Plan, including any changes, amendments and modifications thereto.
- 1.04 “**earnings**” means the gross annual compensation or salary that a participant receives from the University in the course of a year of plan participation, before any withholdings (income tax, Employment Insurance, pension plans and benefits).
- 1.05 “**eligible employee**” means any employee subject to the provisions of this collective agreement.
- 1.06 “**Fund**” means the trust fund, established pursuant to an agreement with the Trustee, to which the withheld portion of the salary is paid by the University and from which payments are made to participants in accordance with the terms of the DSLP.
- 1.07 “**leave**” means the year of plan participation, following the deferral period, and during which a participant is on a leave of absence authorized by the University.
- 1.08 “**participant**” means an eligible employee whose application for participation in the DSLP has been granted.
- 1.09 A “**plan year**” or “**year of plan participation**” consists of twelve (12) months.
- 1.10 “**Trustee**” means a trust company incorporated under the laws of Canada or a province.
- 1.01

In this contract, the singular may include the plural and the plural may include the singular.

2. DEFERRED SALARY

- 2.01 Throughout the plan years preceding the leave, the University shall deduct the deferred salary from the participant’s earnings and entrust it to the Trustee, which manages the Fund. This withholding is pro-rated over the periodic payments of earnings made to the participant during the entire deferral period. In no case is the deferred salary to exceed 33 1/3% of the earnings. The percentage achieved by multiplying the deferral period by the percentage withheld is not to 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 Before the end of each calendar year, the Trustee shall pay the participant the interest earned on the total amount of deferred salary which the Trustee is holding in the Fund for the participant.
- 2.04 The Trustee shall remit an annual statement to each participant, setting out the total deferred salary that the Trustee is holding in the corresponding trust account and the interest earned and payments drawn from that account.

3. INCOME TAX

- 3.01 The University shall make the required deductions from the participant's earnings during the deferral period. The deductions shall be computed based on the earnings for the applicable calendar year, less the deferred salary for that calendar year.
- 3.02 The amounts paid to the participant during the leave are taxable and subject to prescribed withholdings as though they were part of the participant's earnings for the calendar year in question.

4. WITHDRAWAL

- 4.01 A participant who, during his participation in the DSLP,
- (a) ceases to be employed by the University;
 - (b) is not working by reason of a maternity leave extension, a work accident, a long-term disability or another authorized leave; or
 - (c) retires or dies,
- is deemed to have withdrawn from the DSLP upon cessation of employment or upon retirement, the taking of leave, or death.
- 4.02 Participants may withdraw from the DSLP at any time during the deferral period upon submission of one month's notice in writing to the University.
- 4.03 Following a withdrawal pursuant to clause 4.01 or 4.02, the participant, or his estate, shall receive the aggregate deferred salary plus any accrued interest in their trust account within 30 days of the withdrawal or the receipt of the notice of withdrawal, as the case may be. This amount is subject to tax deductions.

5. POSTPONEMENT OF A LEAVE

- 5.01 The University may, when needed, require a participant to postpone his agreed upon date of departure on leave. If so, the University must notify the participant in writing no less than six (6) months in advance, stating the reasons for its demand. The University shall not require a participant to postpone his leave without a valid reason. In addition, the University must reimburse the participant for any non-refundable deposit made toward enrolment in an educational institution. In support of his request for reimbursement, the participant must provide the University with the official receipts from the educational institution.
- 5.02 A participant may ask the University to postpone his deferred salary leave. The University must receive such a request at least six (6) months before the date on which the leave is anticipated to begin. The University may accept a request made on shorter notice at its discretion.
- 5.03 If maternity leave is taken during the deferred leave period, participation in the plan is suspended for a maximum of twenty (20) weeks.

DEFERRED SALARY LEAVE PLAN

Contract between

Concordia University
hereinafter "the University"

and

Last name _____

First name _____
hereinafter "the Employee"

DURATION OF CONTRACT

A This contract comes into force on _____
and expires on _____

B The duration of the leave is _____, commencing on
_____ and ending on _____.

SALARY

C During each of the years in question, the Employee shall receive _____ % of his/her earnings.

IN WITNESS WHEREOF, the parties have signed at Montréal, in the province of Quebec, the day of _____, 20__ .

University

Employee

APPENDIX 4

CERTIFICATION OF BARGAINING UNIT

PAR CES MOTIFS, le commissaire général du travail

ACCUEILLE la présente requête ;

ACCRÉDITE l'association requérante, SYNDICAT CANADIEN DES OFFICIERS DE MARINE MARCHANDE, pour représenter :

« Toutes et tous les employé-e-s de l'Université Concordia dont le salaire émane du budget de fonctionnement de l'Université Concordia, occupant les postes de plombiers, apprentis-plombiers, mécaniciens en réfrigération, électriciens, apprentis-électriciens, techniciens de contrôle électrique, préposés aux lumières, maîtres serruriers et leurs apprentis, serruriers et leurs apprentis, menuisiers-ébénistes, leurs apprentis menuisiers et leurs apprentis, peintres et leurs apprentis, hommes à tout faire, techniciens de contrôle et leurs aides, mécaniciens de machines fixes et leurs aides, mécaniciens de quart, mécaniciens d'entretien, mécaniciens-opérateurs, techniciens en mécanique du bâtiment, techniciens en mécanique du bâtiment juniors, chauffeurs de camion et les aides, commis manutentionnaires et chauffeurs-coordonnateurs de déménagement, à l'exclusion de celles et ceux déjà assujettis à une autre accréditation. »

À l'emploi de l'université mis en cause :

UNIVERSITÉ CONCORDIA

1455, boulevard de Maisonneuve Ouest, ER-107
Montréal (Québec) H3G 1M8

Établissements visés :

Campus Sir George William

1455, boulevard de Maisonneuve Ouest
Montréal (Québec) H3G 1M8

Campus Loyola

7141, rue Sherbrooke Ouest
Montréal (Québec) H4B 1R6

Dossier : **AM-1005-4297**

Montréal, le 20 juin 2002

APPENDIX A

BOILER ROOM – SIR GEORGE WILLIAMS AND LOYOLA

ARTICLE 1 HOURS OF WORK

- 1.01 (a) The regular work week for all employees is thirty-nine (39) hours in accordance with the schedule of working hours set out in this Appendix.
- (b) Employees are entitled to a cumulative credit of fifteen (15) minutes for each week actually worked, paid at the regular rate.
- (c) The calendar day for employees who do not work rotating shifts begins at 12:01 a.m. and ends at midnight.
- (d) The calendar day for employees who work twelve-hour rotating shifts begins at 7:00 a.m. and ends at 6:59 a.m. the following day.
- 1.02 The pay week begins on Sunday at 7:00 p.m. and ends at 6:59 p.m. the following Sunday.
- 1.03 (a) Except where the employee is a shift engineman, the University is not required to replace an employee who cannot report to work by reason of illness, work accident, special leave or union leave.
- (b) A shift engineman shall remain at his post until a replacement group member arrives, but cannot be required to work more than eighteen (18) consecutive hours.
- (c) When the sports complexes are operating during the winter, the main boiler room operator may be required to perform the required checks there.
- 1.04 **Rotation of groups**
- (a) The schedule for each rotating group, set out in Appendix A, shall include a shift engineman.
- (b) The shift schedule set out in Appendix A shall remain in force for the duration of this collective agreement. However, the University reserves the right to modify a posted shift schedule on twenty-one (21) days' notice in order to replace shift enginemen. Any other change must be mutually agreed upon by the immediate supervisor and the affected employee.
- 1.05 **Trading shifts**
- Shift employees may trade shifts with each other, provided the request to such effect is submitted to the head stationary engineman on the appropriate form at least twenty-four (24) hours before the beginning of the shift in question. The head stationary engineman shall give the reasons for refusing such a request in writing to the employee.
- Such a practice shall not result in additional expenses for the University.

ARTICLE 2 OVERTIME AND OTHER PREMIUMS

2.01 Remuneration for time worked on a Saturday as part of the regular schedule

↪ One and one-quarter (1¼) times the base hourly salary.

2.02 Remuneration for time worked on a Sunday as part of the regular schedule

↪ One and one-half (1½) times the base hourly salary.

ARTICLE 3 MISCELLANEOUS

3.01 (a) Past policy regarding the amount of clothing is maintained.

(b) The University shall install a portable air conditioner in the kitchen and shall ensure that it is maintained for replaced when broken, as well as a refrigerator.

3.02 Upon switches between daylight saving time and standard time, which occur during the evening shift, the following rules govern the payment of employees:

(a) An employee who works the additional hour shall be paid at the overtime rate for that hour.

(b) An employee who works one hour less shall be paid in accordance with his regular schedule.

ARTICLE 4 SCHEDULE OF WORKING HOURS

See the schedule on page 70.

ARTICLE 5 COFFEE AND MEAL BREAKS

5.01 The current practice regarding coffee and meal breaks, and the premium of five dollars (\$5.00) per week for employees of the Loyola boiler room, shall remain in effect for the duration of this collective agreement.

ARTICLE 6 SIR GEORGE WILLIAMS CAMPUS BOILER ROOM WORK DEFINED

6.01 Stationary enginemen are responsible for the general maintenance of the Campus boiler room and buildings. This includes all related equipment, namely heating and air conditioning, ventilation, ducts, collectors, valves, controls, convectors and hot water tanks in the Campus boiler room and buildings based on the needs determined by the University when such work is permitted by law.

6.02 The current practice regarding the department's plumbing maintenance is maintained as specified in the letter of agreement between the parties dated November 30, 2005.

Boiler Room Work Schedule

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	Fr	Sa	Su	M	T	W	Th	F	Sa	Su
SIR GEORGE WILLIAMS																												
	-	-	N	N	-	-	-	D	D	-	-	N	N	N	-	-	-	D	D	-	-	N	N	-	-	-	D	D
	N	N	-	-	-	D	D	-	-	N	N	-	-	-	D	D	-	-	N	N	N	-	-	-	D	D	-	-
	-	-	-	D	D	-	-	N	N	-	-	-	D	D	-	-	N	N	-	-	-	D	D	-	-	N	N	N
	D	D	-	-	N	N	N	-	-	-	D	D	-	-	N	N	-	-	-	D	D	-	-	N	N	-	-	-
	7/19	7/16	7/16	7/16	-	-	-	-	7/19	7/16	7/16	7/16	-	-	7/19	7/16	7/16	7/16	-	-	-	7/16	7/16	D	7/16	-	-	-
	7/16	7/19	7/16	7/16	-	-	-	-	7/19	7/16	7/16	-	-	-	7/16	7/19	7/16	7/16	-	-	-	7/16	7/19	7/16	7/16	-	-	-
	-	7/16	D	7/16	7/16	-	-	-	7/16	7/19	7/16	7/16	-	-	-	7/16	7/19	7/16	7/16	-	-	-	7/19	7/16	7/16	7/16	-	-
	7/16	7/19	7/16	7/16	-	-	-	7/16	7/16	D	7/16		-	-	7/16	7/16	D	7/16		-	-	7/16	7/16	7/19	7/16	-	-	-
		7/16	7/19	7/16	7/16	-	-	-	7/16	7/19	7/16	7/16	-	-	-	7/16	7/19	7/16	7/16	-	-	-	7/16	7/19	7/16	7/16	-	-
	7/19	7/16	7/16	7/16	-	-	-	7/16	7/19	7/16	7/16		-	-	7/19	7/16	7/16	7/16	-	-	-	7/19	7/16	7/16	7/16	-	-	-
	-	7/19	7/16	7/16	7/16	-	-	-	7/16	D	7/16	7/16	-	-	-	7/16	7/19	7/16	7/16	-	-	-	7/16	7/19	7/16	7/16	-	-
LOYOLA																												
	7/19	7/16	7/16	7/16	-	-	-	7/16	7/16	7/19	7/16	-	-	-	7/19	7/16	7/16	7/16	-	-	-	7/19	7/16	7/16	7/16	-	-	-
	7/16	7/16	7/19	7/16	-	-	-	7/16	7/16	7/19	7/16	-	-	-	7/16	7/16	7/19	7/16	-	-	-	7/16	7/16	7/19	7/16	-	-	-
	-	7/16	7/16	7/19	7/16	-	-	-	7/16	7/16	7/19	7/16	-	-	-	7/16	7/16	7/19	7/16	-	-	-	7/16	7/16	7/19	7/16	-	-
	-	7/19	7/16	7/16	7/16	-	-	-	7/19	7/16	7/16	7/16	-	-	-	7/19	7/16	7/16	7/16	-	-	-	7/19	7/16	7/16	7/16	-	-

APPENDIX B

DISTRIBUTION SERVICES

ARTICLE 1 HOURS OF WORK

1.01 (a) With the exception of the shipping and receiving clerk, all employees shall work thirty-eight and three-quarters (38¾) hours, and the work day shall be seven and three-quarters (7¾) hours, Monday to Friday from 7:45 a.m. to 4 p.m.

Every employee is entitled to a one-hour meal period during his regular working day, thirty (30) minutes of which shall be paid. The working day does not include any coffee breaks.

The pay week begins at 12:01 a.m. on Saturday and ends the following Friday at midnight.

(b) The regular work week for shipping and receiving clerks shall be thirty-five (35) hours, and the work day shall consist of seven (7) hours, Monday to Friday from 8:30 a.m. to 4:00 p.m.

ARTICLE 2 ACQUIRED RIGHTS

2.01 An employee whose benefits or privileges are superior to those granted by the provisions of this collective agreement shall, to the extent that this agreement is concerned, continue to benefit from such advantages, benefits and privileges, except where the circumstances which gave rise to them have changed.

ARTICLE 3 DRIVER'S LICENCE

The University reimburses the cost for the issuance or renewal of the driver's licence when required by the University. The cost is that of the base fee for a driver's licence without demerit points, as established by the SAAQ.

If an employee must, during his normal working hours, take an exam to obtain a certificate of competency or of qualification that is required to fulfil the requirements of his trade, he is entitled to a day of leave without loss of regular pay in addition to examination-related costs.

APPENDIX C

ELECTRICAL DEPARTMENT

ARTICLE 1 HOURS OF WORK

1.01 (a) The regular work week for all employees on the day shift is thirty-eight and three-quarters (38¾) hours spread over four (4) consecutive working days in accordance with one of the following two schedules:

- Monday to Wednesday from 7:00 a.m. to 4:45 p.m. and Thursday from 7:00 to 4:30 p.m.

or

- Tuesday to Thursday from 7:00 a.m. to 4:45 p.m. and Friday from 7:00 a.m. to 4:30 p.m.

(b) A working day includes a thirty (30) minute paid meal period.

A working day does not include paid breaks. However, workers may bring a snack to their work assignment and eat it on the premises without interrupting their work.

(c) This schedule must not increase operating costs.

(d) The immediate supervisor shall establish the work schedules. A schedule can be changed as needed on two (2) working days' notice.

(e) If the University implements an evening shift, the employees' schedules shall be established on a rotating basis. Once established, each employee's schedule shall be posted and shall remain in effect unless the parties agree to a change.

Two employees may trade a full week's work schedule with each other. Requests to such effect must be submitted to the immediate supervisor no less than twenty-four (24) hours in advance. Such trades must not cause the University to incur additional expenses. If a supervisor refuses such a request, he must justify his decision in writing.

1.02 For the purposes of applying this work schedule, all provisions of the collective agreement shall apply, subject to the following terms and conditions:

a) **Special and personal leaves**

The four (4) day schedule shall neither decrease nor increase the number of days of special or personal leave provided for in article 18.

When an employee uses a day of special leave provided for in article 18, he shall be paid the equivalent of a scheduled day of work, but shall remit, as time, the difference between seven and three-quarters (7¾) hours and the number of hours in the scheduled day.

Personal leave days provided for in article 18 are calculated and applied in hours and/or quarter-hours.

b) Statutory holidays

The application of article 12 shall be suspended during any week that includes a statutory holiday referred to in this collective agreement. During such weeks, employees shall work the regular schedule, i.e. one 7¾-hour statutory holiday and four 7¾-hour days, and paragraph 1.01(b) shall apply.

c) Sick leave

Sick leave days referred to in article 17 shall be calculated and applied in hours and/or quarter-hours.

d) Vacations

The four-day schedule shall not have the effect of reducing or increasing the hours of vacation to which an employee is entitled under article 15.

No more than six (6) employees may take their vacations at the same time:

- three (3) electricians (including an electric control electrician);
- two (2) electrician apprentices and;
- one (1) lampman

e) Overtime

Extra time beyond scheduled hours for a given day, or beyond thirty-eight and three-quarters (38¾) hours in a given week, shall be considered overtime.

f) Rotation of groups

The University is not required to replace an absent employee that was scheduled to work on an evening shift. Moreover, not more than once a week, and on two (2) working days' notice, the University may abolish the evening group where the requisite staff is not available or where the University is of the opinion that the staff would be more helpful on the day shift.

The four (4) day schedule does not apply to the evening shift.

1.03

The pay week begins at 12:01 a.m. on Saturday and ends at midnight the following Friday.

ARTICLE 2 CLASSIFICATION AND SALARIES

- 2.01 (a) The salary rates for electrician helpers admitted to the University's apprenticeship program, upon submission of a certification recognized by the Bureau des examinateurs électriciens, are based on the difference between the rate established for a licensed apprentice and the rate established for a helper.
- (b) The salary rate for helpers admitted to the apprenticeship program is determined as follows: Upon obtaining the apprenticeship booklet: 81% of the licensed electrician's rate. One (1) year after obtaining the apprenticeship booklet: 85% of the licensed electrician's rate. Three (3) years after obtaining the apprenticeship booklet: 87% of the licensed electrician's rate. Four (4) years after obtaining the apprenticeship booklet: 90% of the licensed electrician's rate.
- Five (5) years after obtaining the apprenticeship booklet: 94% of the licensed electrician's rate.
- Upon obtaining the electrician's qualification certificate: 100% of the licensed electrician's rate.
- (c) An employee who does not obtain an electrician's qualification certificate issued by Ministère de la Main-d'oeuvre et de la Sécurité du Revenu, or an attestation, remains an electrician helper at the hourly rate for the 4th year.
- (d) As of the date of signature of this collective agreement, employees who are apprentice plumbers and electricians and who hold, in respect of their respective trades, a qualification certificate or experience certificate pursuant to the *Regulation respecting the vocational training and qualification of manpower covering electricians, pipe fitters, elevator mechanics and electrical machinery operators in sectors other than the construction industry*, shall be paid the same salary rate as an employee in a designated electrician or plumber position.

ARTICLE 3 ACQUIRED RIGHTS

- 3.01 An employee who, as of February 12, 1982, benefited from advantages or privileges superior to the terms provided for in this collective agreement concerning the number of vacation days, the number or the procedure for statutory holidays and the overtime rate, shall continue to benefit from these advantages or privileges for the duration of the collective agreement.
- 3.02 An employee who benefits from advantages or privileges superior to the terms provided for in this collective agreement with regard to salary shall continue to benefit from these advantages or privileges for the duration of the collective agreement, provided, however, that the content of the job remains substantially the same.

APPENDIX D

PLUMBING DEPARTMENT

ARTICLE 1 HOURS OF WORK

1.01 (a) The regular work week for all employees on the day shift is thirty-eight and three quarters ($38\frac{3}{4}$) hours spread over four (4) consecutive working days in accordance with one of the following two schedules:

- Monday to Thursday: one (1) day from 7:00 a.m. to 6:45 p.m. and three (3) days, one of which is the Thursday, from 7:00 a.m. to 4:00 p.m.

or

- Tuesday to Friday: one (1) day from 7:00 a.m. to 6:45 p.m. and three (3) days, one of which is the Friday, from 7:00 a.m. to 4:00 p.m.

(b) A working day includes a thirty (30) minute paid meal period.

A working day does not include paid breaks. However, workers may bring a snack to their work assignment and eat it on the premises without interrupting their work.

(c) This schedule must not increase operating costs.

(d) The immediate supervisor shall establish the work schedules. A schedule can be changed as needed on two (2) working days' notice.

(e) If the University implements an evening shift, each employee's schedule shall be established based on a rotation among the employees concerned. Once established, each employee's schedule shall be posted and shall remain in effect unless the parties agree to a change.

Two employees may trade a full week's work schedule with each other. Requests to such effect must be submitted to the immediate supervisor no less than twenty-four (24) hours in advance. Such trades must not cause the University to incur additional expenses. If a supervisor refuses such a request, he must justify his decision in writing.

1.02 For the purposes of applying this work schedule, all provisions of the collective agreement shall apply, subject to the following terms and conditions:

(a) **Special and personal leaves**

The four (4) day schedule shall neither decrease nor increase the number of days of special or personal leave provided for in article 18.

When an employee uses a day of special leave provided for in article 18, he shall be paid the equivalent of a scheduled day of work, but shall remit, as time, the difference between seven and three-quarters ($7\frac{3}{4}$) hours and the number of hours in the scheduled day.

Personal leave days provided for in article 18 are calculated and applied in hours and/or quarter-hours.

(b) Statutory holidays

The application of article 12 shall be suspended during any week that includes a statutory holiday referred to in this collective agreement. During such weeks, employees shall work the regular schedule, i.e. one 7¾-hour statutory holiday and four (4) seven-and-three-quarter (7¾) hour days, and paragraph 1.01(b) shall apply.

c) Sick leave

Sick leave days referred to in article 17 shall be calculated and applied in hours and/or quarter-hours.

d) Vacations

The four (4) day schedule shall not have the effect of reducing or increasing the hours of vacation to which an employee is entitled under article 15.

A maximum of five (5) employees may take their vacations at the same time:

- Two (2) plumbers
- Two (2) apprentice plumbers
- One (1) refrigeration mechanic

e) Overtime

Extra time beyond scheduled hours for a given day, or beyond thirty-eight and three-quarters (38¾) hours, shall be considered overtime.

f) Rotation of groups

The University is not required to replace an absent employee that was scheduled to work on an evening shift. On two (2) working days' notice, not more than once a week, the University may abolish the evening group where the requisite staff is not available or where the University is of the opinion that the staff would be more helpful on the day shift.

The four (4) day schedule does not apply to the evening group.

1.03 The pay week begins at 12:01 a.m. on Saturday and ends at midnight the following Friday.

ARTICLE 2 CLASSIFICATION AND SALARIES

2.01 (a) The salary rates for plumber helpers admitted to the University's apprenticeship program, upon submission of a certification recognized by the Bureau des examinateurs des plombiers, are based on the salary difference between the rate of a licensed apprentice and the rate of a helper.

(b) The salary rates for helpers admitted to the apprenticeship program are determined as follows: Upon obtaining the apprenticeship booklet: 81% of the licensed plumber's rate. One (1) year after obtaining the apprenticeship booklet: 85% of the licensed plumber's rate. Three (3) years after obtaining the apprenticeship booklet: 87% of the licensed plumber's rate. Four (4) years after obtaining the apprenticeship booklet: 90% of the licensed plumber's rate.

Five (5) years after obtaining the apprenticeship booklet: 94% of the licensed plumber's rate.

Upon obtaining the plumber's qualification certificate: 100% of the licensed plumber's rate.

(c) An employee who does not obtain a plumber's qualification certificate issued by the Ministère de la Main-d'oeuvre et de la Sécurité du Revenu, or a certification, shall remain a plumber's helper at the 4th year rate.

(d) As of the date of signature of this collective agreement, employees who are apprentice plumbers and electricians and who hold a qualification certificate or experience certificate pursuant to the *Regulation respecting the vocational training and qualification of manpower covering electricians, pipe fitters, elevator mechanics and electrical machinery operators in sectors other than the construction industry*, shall be paid the same salary rate as an employee in a designated electrician or plumber position.

ARTICLE 3 ACQUIRED RIGHTS

3.01 An employee who, as of February 12, 1982, benefited from advantages or privileges superior to the terms provided for in this collective agreement concerning the number of vacation days, the number or the procedure for statutory holidays and the overtime rate, shall continue to benefit from these advantages or privileges for the duration of the collective agreement.

3.02 An employee who benefits from advantages or privileges superior to the terms provided for in this collective agreement with regard to salary shall continue to benefit from these advantages or privileges for the duration of the collective agreement, provided, however, that the content of the job remains substantially the same.

APPENDIX E

PARTICULAR WORKING CONDITIONS APPLICABLE TO EMPLOYEES IN THE ARCHITECTURAL DEPARTMENT

ARTICLE 1 HOURS OF WORK

1.01 (a) The regular work week for all employees on the day shift is thirty-eight and three-quarters (38¾) hours spread over four (4) consecutive days in accordance with one of the following two schedules:

- Monday to Wednesday from 7:00 a.m. to 4:45 p.m. and Thursday from 7:00 a.m. to 4:30 p.m.

or

- Tuesday to Thursday from 7:00 a.m. to 4:45 p.m. and Friday from 7:00 a.m. to 4:30 p.m.

(b) A working day includes a thirty (30) minute meal period, fifteen (15) minutes of which are paid.

A working day does not include paid breaks. However, workers may bring a snack to their work assignment and eat it on the premises without interrupting their work.

(c) This schedule must not increase operating costs.

(d) The immediate supervisor shall establish the work schedules. A schedule can be changed as needed on two (2) working days' notice.

(e) If the University implements an evening shift, each employee's schedule shall be established based on a rotation among the employees concerned. Once established, each employee's schedule shall be posted and shall remain in effect unless the parties agree to a change.

Two employees may trade a full week's work schedule with each other. Requests to such effect must be submitted to the immediate supervisor no less than twenty-four (24) hours in advance. Such trades must not cause the University to incur additional expenses. If a supervisor refuses such a request, he must justify his decision in writing.

1.02 For the purposes of applying this work schedule, all provisions of the collective agreement shall apply, subject to the following terms and conditions:

a) **Special and personal leaves**

The four (4) day schedule shall neither decrease nor increase the number of days of special or personal leave provided for in article 18.

When an employee uses a day of special leave provided for in article 18, he shall be paid the equivalent of a scheduled day of work, but shall remit, as time, the difference between seven and three-quarters (7¾) hours and the number of hours in the scheduled day.

Personal leave days provided for in article 18 are calculated and applied in hours and/or quarter-hours.

b) Statutory holidays

The application of article 12 shall be suspended during any week that includes a statutory holiday referred to in this collective agreement. During such weeks, employees shall work the regular schedule, i.e. one seven-and-three-quarter (7¾) hour statutory holiday and four (4) seven-and-three-quarter (7¾) hour days, and paragraph 1.01(b) shall apply.

c) Sick leave

Sick leave days referred to in article 17 shall be calculated and applied in hours and/or quarter-hours.

d) Vacations

The four (4) day schedule shall not have the effect of decreasing or increasing the number of vacation hours to which an employee is entitled under article 15.

A maximum of six (6) employees may take their vacation at the same time:

- One (1) cabinet maker
- One (1) carpenter
- One (1) locksmith
- One (1) painter
- One (1) apprentice painter
- One (1) handyman

e) Overtime

Extra time beyond scheduled hours for a given day or beyond thirty-eight and three-quarters (38¾) hours, shall be considered overtime.

f) Rotation of groups

The University is not required to replace an absent employee that was scheduled to work on an evening shift. On two (2) working days' notice, not more than once a week, the University may abolish the evening group where the requisite staff is not available or where the University is of the opinion that the staff would be more helpful on the day shift.

The four (4) day schedule does not apply to the evening shift.

g) The University may assign an employee to the night shift, in which case the hours of work shall be 11:30 p.m. to 7:15 a.m. The University shall notify the employee at least two (2) days in advance. The duration of the assignment cannot be extended by more than four (4) weeks.

1.03 The pay week begins at 12:01 a.m. on Saturday and ends at midnight the following Friday. The payday shall be Thursday morning, and employees on the night shift shall be paid Wednesday evening.

ARTICLE 2 ACQUIRED RIGHTS

2.01 The employee who benefits from advantages or privileges superior to the terms provided for in this collective agreement, as it relates to the terms of this collective agreement continues to benefit from these advantages unless the circumstances which permitted the establishment of such advantages or privileges have changed.

APPENDIX F

As of the Monday following the signature of the collective agreement, the following employees, holders of a *Diplome d'etudes collegiale (DEC) en mécanique de bâtiment* shall be reclassified to the position of Mechanical technician – Buildings, at the rate provided for in Appendix A, with retroactive effect to June 1st, 2012:

- Claude Lachapelle
- Mathieu Laflamme
- Joe Luciano
- Dominic Tremblay

LETTER OF AGREEMENT #1

Notwithstanding the collective agreement, the parties agree as follows:

1. Clause 12.01

Notwithstanding clause 12.01 of the collective agreement, employees in the employ of the University on June 28, 2001, retain their right to a flexible leave for the duration of the collective agreement. An employee may take such leave on the date of his choice but must come to an agreement with his immediate supervisor with regard to the date.

In addition, if President's holiday referred to in clause 22.01 is cancelled, employees in the employ of the University on June 28, 2001, retain their right to an additional flexible leave for the duration of this collective agreement. An employee may take such leave on the date of his choice but must come to an agreement with his immediate supervisor with regard to the date.

2. Clause 15.08 – Boiler room employees

Notwithstanding clause 15.08 of the collective agreement, boiler room employees employed by the University on June 28, 2001, retain their right, for the duration of this collective agreement, to be paid an amount equal to their base salary for the duration of the day in question instead of the additional day of leave contemplated in article 15.08.

3. Clause 18.08 – Personal leaves

Notwithstanding clause 18.08 of the collective agreement, permanent employees in the employ of the University shall be entitled, for the duration of this collective agreement, to be reimbursed for any unused personal leave. This reimbursement shall be made no later than May 31 of each year at the salary rate in effect on that date, provided the employee remains employed by the University. If the employee is absent during this period, the reimbursement shall be prorated to the number of months during which the employee actually worked.

4. Clause 17.00 – Reimbursement for sick leave

Notwithstanding article 17 of the collective agreement, permanent employees in the employ of the University shall be entitled, for the duration of this collective agreement, to be reimbursed for any unused sick leave. The reimbursement of the unused sick leave credit balance shall be made by separate cheque at the end of each fiscal year, provided the employee remains employed by the University on that date. If the employee was absent from work during the fiscal year, the reimbursement shall be prorated to the number of months during which the employee actually worked.

LETTER OF AGREEMENT #2

The parties agree as follows with respect to the use of the Concordia University Computing Service by the United Steelworkers Union, local 9538:

1. The University shall connect the Union, at the Union's expense, to the Concordia University Computing Service, and shall provide the Union with an electronic mail account for its exclusive use.
2. The connection shall be made in accordance with the University's specifications.
3. The University makes no warranties, express or implied, with regard to the resources and services provided or their fitness for a particular purpose.
4. The Union shall be responsible for the conduct of its members in using the electronic mail account.
5. In order to protect the integrity of its service against accidents, failures or inappropriate use, the University reserves the right to limit, restrict or terminate the access of any user to these facilities or the access of any host or equipment to the network, and to inspect, copy, remove or otherwise modify or alter any information, file or system resource.
6. The Union's use of Concordia University Computing Services is subject to the Policy on Computing Facilities.

LETTER OF AGREEMENT #3

BETWEEN **Concordia University**
Hereinafter “**the University**”

AND **The United Steelworkers Union, local 9538, SGW Campus Trades**
Hereinafter “**the Union**”

The parties have agreed on the present tow clause (clause remorque) relating to the increase of the salary scale rates:

1. The Union must, within ninety (90) days of the signature of the renewal of a collective agreement or work protocole, inform the University in writing of its intent to modify the present collective agreement with respect to the annual increases of the salary scale rates;
2. The agreements reached between the University and the unions representing the other employee groups before the signature of the present agreement are excluded, as are the agreements reached after the signature of the present agreement that copy the Québec government salary policy, for the duration of the present collective agreement;
3. The University shall incorporate the modifications to the annual salary scale rate increases that result from the application of paragraph 1. The modifications to the collective agreement resulting from the application of the present agreement take effect on the first Monday following the application of paragraph 1. The new salary scale rates shall be paid retroactively, where applicable, within sixty (60) working days following the notice mentioned in paragraph 1;
4. The modifications to the collective agreement resulting from the application of the present agreement shall be submitted to the Ministère du Travail.
5. The present agreement remains in effect until May 31, 2015;

LETTER OF AGREEMENT #4

BETWEEN **Concordia University**

AND **The United Steelworkers Union, local 9538**

The present agreement has been reached on November 30th, 2005, in continuation to article 6.02 of Appendix A of the collective agreement, which reads as follows:

6.02 The current practice regarding the department's plumbing maintenance is maintained.

In an effort to avoid any misunderstanding as to the meaning of this article, the parties agree that the elements of the current practice are constituted in the accompanying list, prepared on 22/03/2005.

Signed in Montreal of this 30th day of November 2005.

■ Plumbing

- **Heating and cooling Installations** **Modifications, Maintenance and**
- **Steam** **Traps and receiving tanks**
- **Water** **Copper pipefitting , Pyrex and Fuseal**
- **Gas Installations** **Detection and maintenance and**
 - **BBQ inspection Gas Met. Escort**
- **Drainage** **Cast Iron ,Copper, Fuseal ,victalic ,gray**
- **Sediment basins** **Clean and Maintain (VA)**
- **Floor Drains** **Fill or unclog**
- **Radiators Valves** **Maintenance of Bleeders, Thermostatic**
- **Furnaces Safety** **Clean and Maintain, Igniters, Prvs and**
- **(Annexes)** **Bleed and maintain Expansion Tanks**
 - **Recirculation Pumps, ect**
- **Grease Traps sin** **Removal of Clay and other sediments in**

Prepared by: Alex Berardelli
03/22/2005

➤ Refrigeration

- | | |
|-----------------------------------|--|
| ➤ A/C Unites
(Annexes) | Removal, Maintenance and Installation
(window type) |
| ➤ Compressors | Maintain, repair and replace |
| ➤ Coils | High Pressure Clean and Repair |
| ➤ Belts | Replace and Adjust |
| ➤ Drinking Fountains | Clean Coils and Maintain |
| ➤ Air Dryers | Clean Filters and Maintain |
| ➤ Ice Makers | Clean and Maintain |
| ➤ Fridge doors | Seals maintain and adjust |

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➤ **Metal**

- **Railings** **Stairs and fire escape repairs**
- **Brackets** **shelving, Microwaves ect.**
- **Metal Doors** **Window frame installation, Student locker repair**
- **Sheet metal** **Drip pans Installation**
 - **Flashing roof plumbing exhausts**
 - **Emergency repairs leaks water collection tarps**

- **Suspension Brackets Projector/TV metal bracket installations plumbing bracket installations**

▪ **Welding**

- **Various metals** **Steel, Stainless Steel, Galvanized ect.**
 - **Aluminum**

- **Various Methods** **Tig**
 - **Bronze/Torch**
 - **Electrode**
 - **Lead**

- **Examples of metal Repairs** **Truck Body repairs, Tailgates and platforms**

- **Various** **Dollies/ book carts ect**

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➤ **Plumbing department**

➤ **Concordia University**

➤ **SGW Campus**

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