

COLLECTIVE AGREEMENT

BETWEEN

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

AND

CONCORDIA UNIVERSITY

In effect until May 31, 2026

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ARTICLE 1 PURPOSE OF THE COLLECTIVE AGREEMENT

1.01 The purpose of the collective agreement is:

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

ARTICLE 2 DEFINITIONS

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

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

2.01 Employee:

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

2.02 Probationary Employee:

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

2.03 Permanent Employee:

Means any employee who has successfully completed the probationary period provided for in paragraph 9.02 a) and holds a staff complement position.

2.04 Temporary Employee:

Means any employee who is hired to fill a vacant position which is temporarily vacated by its incumbent or hired for a period of twelve (12) consecutive months or more to meet a work surplus, or to serve a function in the framework of a special project.

At the end of their assignment, this employee is laid-off and placed on the recall list for a period of twelve (12) months. This employee is laid off and placed on the recall list when the incumbent is reinstated or at the end of their special project.

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

2.05 Part-time Employee:

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

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

2.06 Seasonal employee:

Means any employee that performs their duties for a seasonal position which requires work for a consecutive period of normally ten (10) months or less over successive years of employment.

2.07 Casual Employee:

Means any employee who is hired for a maximum of twelve (12) months to provide temporary support when there is a short-term or specific need. They may work on call or on a variable schedule, as discussed upon hire or determined throughout the course of employment as per operational requirements.

This employee is placed on the recall list after twelve (12) months or when they are laid off.

2.08 **Vacant position:**

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

2.09 **Promotion:**

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

2.10 **Transfer:**

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

2.11 **Demotion:**

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

2.12 **The Union:**

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

2.13 **The University:**

Means Concordia University.

2.14 **The Parties:**

Means the University and the Union.

2.15 **Spouse:**

Means either of two persons who:

- a) are married or in a civil union and cohabiting;
- b) being of opposite sex or the same sex, are living together in a *de facto* union and are the father and mother or the parents of the same child;

- c) are of opposite sex or the same sex and have been living together in a de facto union for one year or more

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

2.16 **Staff Complement:**

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

2.17 **Human Resources Department:**

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

- Compensation
- Pension & Benefits and Disability Management
- Strategic HR Initiatives, Services and Systems
- Employee Services
- Employment and Organizational Effectiveness
- Office of the Associate Vice-President
- Employee and Labour Relations

ARTICLE 3 UNION RECOGNITION AND JURISDICTION

3.01 The University recognizes the Union as the sole collective bargaining agent and the only authorized representative for purposes of application and administration of this collective agreement for all employees included in the bargaining unit.

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

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

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

3.05 **Union Office**

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

3.06 **Meeting Rooms**

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

3.07 **Communications**

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

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

ARTICLE 4 MANAGEMENT RIGHTS AND OBLIGATIONS

- 4.01 The University has the right and the duty to effectively operate and manage in conformity with its rights and obligations, subject to the provisions of the collective agreement.
- 4.02 The University will take up the cudgels on behalf of any employee held legally responsible for an act carried out in the line of duty and agrees not to institute any claims against the employee on this account.

ARTICLE 5 NON DISCRIMINATION

5.01 Discrimination

The Union and the University agree that there shall be no discrimination against any employee on the basis of the following reasons: age, health, socioeconomic condition, marital and/or relationship status, kinship, mother tongue, Indigeneity, nationality, gender and gender identity, marital status of parents, appearance, disability and non-apparent disabilities, political beliefs, race, religion or absence of religion, sex, sexuality, or the exercise of any rights conferred by the collective agreement or the law.

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

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

5.03 Psychological and sexual harassment

Harassment is defined as any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affect an employee's dignity or psychological or physical integrity and that results in a harmful work environment for the employee. For greater certainty, sexual harassment includes such behaviour in the form of such verbal comments, actions or gestures of a sexual nature.

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.

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

5.05 The Parties agree to promote the shared values of civility and respect in order to provide the best possible conditions for teaching and learning, and working for all members of the University, and to reduce the risk of incivility, harassment and violence.

For greater clarity, civility is defined as all behaviour that helps to maintain mutual respect, collaboration, and courtesy in the workplace. The Parties agree to refrain from all activities harmful to a respectful environment, in any form of communication, including but not limited to, unprofessional conduct; rudeness; shouting or swearing; intimidation, unsolicited and unwelcome conduct, comment, gestures, and actions.

An employee who believes they are subjected to incivility is encouraged to speak with their supervisor or to the person at the next level in the reporting structure or to their

Union. The matter may also be brought to the Office of Employee & Labour Relations. In such a case, the Parties will discuss the appropriate resolution process.

5.06 The employee who believes they are a victim of harassment is encouraged to consult their immediate supervisor, or the supervisor of the latter if the harassment originates with the immediate supervisor with the objective of resolving the situation. At any time, the employee can ask that a union representative be present.

5.07 **Procedure for harassment or sexual harassment complaint**

a) Whenever an employee has reason to believe that they are a victim of harassment, they are 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.

b) The employee who wishes to pursue their complaint must lodge said complaint in writing to their immediate supervisor or, if the complaint is directed at the supervisor, to the latter's supervisor, within two (2) years of the last incident that is the subject of the complaint, indicating the incident or incidents 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).

c) Upon receipt of the complaint, the University will decide how to handle the complaint. The University must start their investigation within sixty (60) days following the filing of the complaint.

d) Before submitting the result of their investigation, the investigator will take into consideration whether incivility took place.

Once the results of the investigation have been communicated to the employee(s), the University or the Union may propose conflict resolution or facilitation, as the case may be.

e) In the event that the employee is not satisfied with the result of the investigation, they have recourse to the grievance procedure in accordance with Article 8. The time delays under the grievance procedure will date from the point the employee is informed, in writing by the University, of the result of the investigation.

5.08 The parties can agree to modify the delays provided by this present article.

5.09 When harassment is alleged and allegations are subsequently found to have some foundation, the employee who has come forward must not, in any way, be penalized or suffer reprisals.

5.10 No document pertaining to a harassment investigation shall be deposited in the complainant or respondent's personnel file unless the document is related to the measures taken by the University when circumstances justified it.

5.11 The employee designated by the Union is entitled, after notifying their immediate supervisor, to meet for a reasonable period of time and without loss of pay with the employee who has filed a complaint or with the employee who is the subject of a complaint as well as with any employee who has witnessed the events.

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

ARTICLE 6 UNION MEMBERSHIP

- 6.01 As a condition of continued employment, employees who are members of the Union at the date of signature of the collective agreement and employees who become members at a later date must remain members of the Union for the duration of the collective agreement.
- 6.02 a) Each new employee must, as a condition of employment, become a Union member by signing a membership card.
- The Union will arrange for the employee to sign a membership card.
- b) For the purposes of paragraph 6.02 a), a thirty (30) minute meeting is provided in a convenient, confidential location between a new employee and a Union representative. This meeting must take place within thirty (30) days of the first working day of the new employee. The scheduling of this meeting will be arranged with the immediate supervisor.
- 6.03 The University is not required to discharge or to transfer out of the bargaining unit an employee expelled from the Union or whose admission to the Union is refused. However, such an employee will remain subject to union dues.
- 6.04 The University deducts from each employee's pay in each pay period an amount equal to the union dues.
- 6.05 New employees pay Union dues beginning with the first (1st) complete pay period following their date of hire.
- 6.06 The Union advises the University of any modification in union dues at least two complete pay periods prior to the date on which the University implements such a change in the pay.
- 6.07 a) Every two (2) weeks, the University sends to the Union Treasurer, within a period not exceeding ten (10) working days from the last pay date of the month, the money which has been collected, and an alphabetical list of the names of the employees, the amount deducted from each employee, as well as their department.
- b) The University indicates on the T4 and Relevé 1 slips the union dues collected from each employee.
- 6.08 All administrative correspondence concerning union dues will be between the University and the Union Treasurer.
- 6.09 The list described below is available electronically, at any time, through the University's database. Should the list be unavailable due to a system's failure, the University will, at the Union's request, provide said list within five (5) working days:
- a) employee identifying code;
- b) surname and name;

- c) job class and step;
- d) if available, position held (title, number and department);
- e) if available, position held in bargaining unit if different than d) (title, number and department); status (for temporary employees, projected period of hire); in as much as the information is available in the database;
- f) employment situation:
 - permanent/temporary/seasonal/casual
 - full time/ part time
 - active, on leave or laid-off (if available, specify type)
- g) salary rate;
- h) date of hire;
- i) for temporary employees, projected end of contract date;
- j) seniority date and seniority hours;
- k) birthdate;
- l) gender;
- m) work address and phone number (if available);
- n) personal address;
- o) personal telephone number;

Information related to the title and position number of a temporary or casual employee is provided if available.

The Union will only use personal address and telephone number information to contact an employee and agrees to keep the information confidential and will adhere to VPS 30, Policy on Computing Facilities and VPS 33, Information Security Policy and any other pertinent policies to protect the confidential nature of personal information.

- 6.10 The list of employees provided in clause 6.09 is available at any time in the University's database, which is available to the Union.
- 6.11 Upon written request from the Union and after agreement between the Human Resources Department and the Union, the University provides, within ten (10) working days of receiving the request, all requested information which is pertinent to the bargaining unit.

ARTICLE 7 UNION ACTIVITIES

7.01 General Provisions

- a) The Parties recognize twelve (12) Union representatives and their substitutes. The Union shall decide on the distribution of these representatives and will inform the University as provided in paragraph 7.01 c).
- b) No Union representative leaves their assigned place of work without having made the necessary arrangements with the immediate supervisor. Such consent cannot be withheld without a valid reason.
- c) The Union informs the University in writing of the names and assignments of the employees elected or named to represent the Union. Thereafter, any change to the said list is sent the same way.
- d) It is agreed that each party may request that an advisor or external representative of its choice be present with the regular representatives at meetings between the Parties. The agenda and the names of the participants shall be given at the time that the meeting date is established.
- e) Any union member can be accompanied by a Union representative to a meeting with, or when summoned by, a University representative for any matter relating to the interpretation or application of the collective agreement.
- f) An employee affected by the present article cannot be inconvenienced or suffer any prejudice for their activities.
- g) Any meeting with representatives of the University does not incur any loss of pay for the employee concerned.
- h) The Union may post, in areas agreed upon by the Parties, notice of meetings and other business. Such notices must be clearly identified as coming from the Union.

7.02 Negotiation Committee

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

7.03 **Grievance Committee**

- a) The University agrees to recognize a Union Grievance Committee composed of three (3) people, one of which is the Union representative of the employee or employees concerned.
- b) In order to conduct their inquiry, members of the Grievance Committee, after having informed their respective immediate supervisors, are entitled to a reasonable length of time without loss of pay, to inquire into each grievance and/or prepare a meeting with the University. They have access, if necessary, to that part of the building in which the grievance has allegedly taken place, in order to make an inquiry, on location, into the circumstances which gave rise to the grievance.
- c) The University agrees to meet the Grievance Committee on request at a time and place agreed to by the Parties within five (5) working days of the request.

7.04 **Executive Committee**

The Union Executive Committee is made up of five (5) employees. For the purpose of administration of union business, the Executive Committee, respecting the provisions of this article, may free one (1) or more of its members.

The Union will forward to the Human Resources Department information regarding these leaves normally seven (7) working days prior to the absence. After approval by the immediate supervisor, a union representative can be liberated within a shorter period. The University can't refuse a union liberation unless they have a valid reason.

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

7.05 **Union Council**

- a) The Union Council is made up of all the Union representatives and the members of the different committees provided for in the collective agreement.
- b) The employees who are members of the Union Council are entitled to be absent without loss of pay to attend Union meetings. In such cases, a Union representative will advise the Human Resources Department normally seven (7) working days before the meeting. The days and hours used for these ends are taken from the bank provided in paragraph 7.08 a).

7.06 **Labour Relations Committee**

- a) The Parties agree that the purpose of the Labour Relations Committee is to discuss and resolve, if possible, all matters of concern to the Parties. To this end, the Parties meet to exchange information and to engage in discussions to find solutions to issues related to working conditions.

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

The Committee determines its own rules of procedure as well as the meeting agenda, which has to be sent within a reasonable delay before the meeting. An account of the issues discussed, as well as the decisions reached or necessary follow-ups, is produced by the Committee members.

The Committee meets at the request of either party at a mutually acceptable time and place, normally within five (5) working days of the request.

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

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

7.07 **Health and Safety Committee**

The University recognizes four (4) representatives of the Union concerning health and safety issues. One (1) of these representatives will be recognized as a member of the University's Health and Safety Committee and any other health and safety committee which may be formed in the future.

The University gives access to the Health and Safety Committee to investigate, and they must give full access to the departments and all pertinent documentation.

Employees or union representatives who are designated as Representant à la prevention is released at the University's expense in accordance with the terms and conditions set out in the policy or by the law, in order to participate in meetings and for investigations related to occupational health and safety issues.

7.08 **Union Representation**

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

- a) The University provides the Union with a bank of sixty-nine (69) days or four hundred and eighty-three (483) hours per fiscal year for union activities. The

fiscal year being from June 1st of the current year to May 31st of the following year.

- b) The Union provides the immediate supervisor, with a copy to the Human Resource Department, the information concerning leaves for union activities, and this, in principle, seven (7) working days prior to the absence. After approval by the immediate supervisor, a union representative can be liberated within a shorter period. The University can't refuse a union liberation unless they have a valid reason.
- c) When the entire allotment of days provided for in paragraph a) has been used, any further absences are absences without loss of pay, but with reimbursement by the Union within the fifteen (15) working days following billing by the University.
- d) The above-mentioned provisions apply to all leaves for union activities with the exception of those found in clauses 7.03, 7.06 and 7.07.

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

- a) Upon written notice from the Union, the University grants leave without pay, to not more than one (1) permanent full-time employee for union service either as an employee, or as an elected official, within the Confédération des syndicats nationaux (CSN) or one of its affiliated bodies.
- b) The notice carries the name of the employee, the nature and probable length of the absence and must be forwarded to the Human Resources Department, as a rule, thirty (30) days prior to the absence.
- c) The University agrees to grant the leave without pay unless, due to particular circumstances, it would be impossible to do so without seriously affecting the normal operations of the department where the employee concerned works.
- d) If the employee who is granted leave holds a non-elected position, they must return to work within twenty-four (24) months of the beginning of their leave, failing which, they will be considered as having resigned at the beginning of their leave.
- e) If the employee on such leave holds an elected position, they receive a leave without pay equal in length to their term of office; this leave without pay may be renewed once, for a total of two (2) terms, in the event of a re-election.
- f) An employee on such leave does not have a right to the benefits of the collective agreement except the pension plan and the group insurance plan to the extent such plans so allow. In such event, the cost of the premiums will be paid entirely by the employee.
- g) The employee granted such leave under this clause must give the University a written notice of their intent either to return to work or to stand for re-election at least thirty (30) days before the end of their first term of office. Upon their failure to return to work at the end of the term of office provided for in

paragraph 7.09 e), they are considered as having resigned at the beginning of their leave.

- h) Upon their return to work the University reinstates the employee into the position they occupied at the moment of their departure, or if their position has been abolished into an equivalent position.
- i) The employee granted leave by virtue of the present clause will continue to accumulate seniority for a maximum of twenty-four (24) months; seniority is thereafter maintained but does not accumulate.

ARTICLE 8 GRIEVANCE AND ARBITRATION PROCEDURES

- 8.01 The Parties agree that a grievance shall be any disagreement respecting the interpretation or application of the collective agreement.
- The Parties agree that they shall endeavour to settle a grievance as promptly as possible.
- 8.02 The Parties agree that it is preferable to resolve any problems by way of discussion between the persons concerned prior to filing a written grievance. To this end, the employee, accompanied by a member of the Grievance Committee if they so wish, may discuss a potential grievance with the immediate supervisor.
- 8.03 In all cases of grievance, the University and the Union agree to use the following procedure:
- a) Any grievance (whether an individual, a collective or a Union grievance) is submitted directly to the Human Resources Department, (i.e the Employee and labour Relations unit) with a copy to the immediate supervisor and to the Union, within thirty (30) working days of the incident or awareness of the incident which gave rise to the grievance.
 - b) At the request of either party, a meeting between the grievance committee and the University may take place within the fifteen (15) working days following the filing of a grievance.
 - c) The University must render a decision in writing within thirty (30) working days of their reception of a grievance.
- 8.04 The Union may file a grievance on behalf of an employee, a group of employees or all of the employees. In such a case, the Union must follow to the procedure provided for in clause 8.03.
- 8.05 A grievance is presented either in French or in English, and contains a summary of the facts written in such a way as to be able to identify the problem raised, as well as the redress sought and, as an indication, the article or articles in the collective agreement which is(are) concerned.
- 8.06 An employee who files a grievance must not in any way be penalized or inconvenienced as a result.
- 8.07 The discussions between the Parties concerning a grievance are held between the members of the grievance committee and the representatives of the University designated for this purpose. Nevertheless, the Parties may invite other people to participate in the discussion, with a reasonable delay given to the other party.
- 8.08 The employee who files a grievance has a right to be present at all stages of the grievance and arbitration procedures. However, the final decision on the ruling of a grievance will take place between the members of the grievance committee and the authorized representative(s) of the University.

8.09 No employee shall suffer loss of pay for any time spent with representatives of the University or with members of the grievance committee during regular work hours for the purpose of discussing a grievance.

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

Any meeting regarding a grievance between members of the grievance committee and the employees implicated in the grievance shall be held in a confidential location. The time and reasonable duration of the meeting must be agreed to with the immediate supervisor.

Moreover, a period of three (3) hours without loss of pay is granted to employees referred to in the present clause within the two (2) weeks preceding the arbitration hearing.

8.10 Having completed the procedure provided in clause 8.03, the Union may submit the grievance to arbitration by informing the Human Resources Department (i.e. the Employee and Labour relations unit) within thirty (30) working days following the expiry of the delay provided for in paragraph 8.03 c).

- 8.11
- a) Unless otherwise agreed to by the Parties, all grievances are heard before a single arbitrator.
 - b) The Parties or their representatives must try to agree on the choice of an arbitrator. Should agreement not be reached, one of the Parties will request that the arbitrator be named by the ministre du Travail.
 - c) The jurisdiction of the arbitrator is limited to conditions established in the collective agreement and in no case does the arbitrator have the power to modify the collective agreement in any way. The decision of the arbitrator is final and binding on the Parties.
 - d) The fees and expenses of the arbitrator shall be divided equally between the Parties.

8.12 A technical error does not invalidate a grievance.

8.13 **Mediation-Arbitration**

- a) At any time and until the day before the hearing, the parties may agree to proceed using the mediation-arbitration process. Clause 8.11, subsections a) to d), apply where applicable with the necessary modifications.
- b) The mediator-arbitrator is an impartial person who helps the parties find their own solutions. They act as a resource person to promote understanding. Their role consists of leading and supervising a dynamic of exchanges likely to lead the parties concerned to resolve the disagreement themselves.

- c) Any agreement is recorded in writing and signed by the Parties. Said agreement is delivered to the mediator-arbitrator, if the Parties consent.
- d) If no mutually acceptable agreement is reached during mediation-arbitration, the parties recognize the mediator-arbitrator validly seized of the grievances under the *Labour Code* and authorized to render a decision on the grievances. Before rendering their decision, the mediator-arbitrator must allow the parties and their witnesses, if they wish, to be heard.
- e) The parties may also agree to any other alternative method of grievance resolution.

8.14 In the case of a resignation, the arbitrator may take into account the circumstances surrounding the resignation of an employee and the validity of the consent.

8.15 The Parties may agree on an extension of delays set in the present article for a maximum of twenty (20) working days. Such extension cannot be refused without a valid reason.

ARTICLE 9 SENIORITY

9.01 Calculation and Acquisition of Seniority Rights

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

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

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

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

9.02 Probationary and Trial Period

a) Probationary Period

1. The probationary period for a new employee is sixty (60) days worked. However, the Parties may agree in writing to extend a probationary period by a maximum of an additional sixty (60) days worked. The Parties recognize that during the probationary period, the employee shall receive appropriate assistance and training in order to facilitate adaptation to their position.
2. The new employee whose services are no longer required during the probationary period is entitled to a written notice of five (5) working days or one (1) week's salary if there is no notice.

3. Probationary employees have access to the grievance and arbitration procedure except in the case of lay-off and firing.

b) Trial Period

1. Any employee who obtains a promotion or a transfer in accordance with Article 12 is entitled to a trial period of sixty (60) days worked.
2. During the trial period, the employee continues to benefit from all rights and privileges of the collective agreement.
3. The Parties recognize that during the trial period the employee must receive appropriate assistance and training in order to facilitate adaptation to their new position.
4. If, during the trial period, the University considers that the employee is incapable of satisfying the normal requirements of the position, or if the employee advises the immediate supervisor in writing within the first twenty (20) days of work of their trial period that they do not wish to remain in the position, the University reinstates said employee in their former position without prejudice as to rights acquired in their former position. In the case of a grievance, the University has the burden of proving that the employee is incapable of satisfying the normal requirements of the position.
5. Any new employee, as well as any employee who held the status of temporary employee, and who has accumulated at least one hundred (100) hours of pertinent experience, shall have deducted one hundred (100) hours from their trial period.

9.03 **Accumulation of Seniority Rights**

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

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

9.04 **Loss of Seniority Rights**

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

- a) they voluntarily terminate their employment with the University;

- b) they are dismissed, unless the dismissal is cancelled as a result of the grievance and arbitration procedures;
- c) they are laid off for a period exceeding twenty-four (24) months;
- d) they retire;
- e) they fail to return to work within ten (10) working days following receipt of a registered letter recalling them to work following a layoff. This ten (10) day delay may be extended by agreement between the Parties.

9.05

Seniority List

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

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

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

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

ARTICLE 10 EMPLOYMENT SECURITY, POSITION ABOLITION AND RECALL TO WORK

10.01 Employment Security

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

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

10.02 Position Abolition

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

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

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

- b) Any employee who is the object of an abolition of position must receive at least two (2) months advance notice.
- c) As long as the employee benefiting from employment security and whose position is abolished does not become the incumbent of a position in the staff complement, they are considered as having applied for every vacant position in the same job class, within the bargaining unit, for which they meet the normal requirements of the position.

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

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

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

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

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

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

10.04 **Recall to Work**

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

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

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

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

- f) If an employee cannot be reached after three (3) consecutive recall attempts, the University sends a registered letter to the last known address. If the employee does not confirm their availability in the two (2) weeks that follow the receipt of the letter, their name is removed from the recall list.

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

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

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

ARTICLE 11 JOB POSTING

- 11.01 When a position becomes vacant, the University has thirty (30) working days to decide to abolish or to modify the position. Should the position be abolished or modified, the University will inform the Union in writing of the decision within thirty (30) working days of the date the position became vacant.
- 11.02
- a) Notwithstanding clause 11.01, for the purposes of this article, the University will post vacant positions within thirty (30) working days of the position becoming vacant and this for a period of ten (10) working days. A copy of the vacancy notice must be sent to the Union at the same time.
 - b) Employees who wish to apply for a position must do so during the posting period.
 - c) The posting includes:
 - the title of the position and the job class;
 - the title of the immediate supervisor;
 - a brief description of duties;
 - the required qualifications;
 - the department;
 - the salary scale;
 - the work location;
 - the work schedule, should it be out of the ordinary;
 - the posting period and the expiry date of the posting.

ARTICLE 12 MOVEMENT AND SELECTION OF PERSONNEL

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

12.03 Temporary Assignment

- a) There is no obligation on the part of the University to fill a position which is temporarily vacated.
- b) If a position temporarily vacated is to be filled, it will be posted according to the procedure provided for in clause 11.02.

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

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

ARTICLE 13 OCCUPATIONAL HEALTH AND SAFETY

13.01 The University agrees to respect the appropriate laws and regulations on conditions of health and safety at work. Therefore, the University acknowledges that employees can raise occupational health and safety issues and both parties recognize the importance of effectively resolving health and safety concerns.

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

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

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

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

ARTICLE 14 SUB-CONTRACTING

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

ARTICLE 15 DISCIPLINARY MEASURES

- 15.01 a) Any disciplinary measure must be the subject of a written notice addressed to the employee concerned and stating the reasons for the measure. Such notice must be sent simultaneously to the Union. Only disciplinary measures of which the employee and the Union have been informed in writing can be used as evidence in arbitration and can appear in the employee's personnel file.
- b) Any administrative measure issued by the University following a meeting to which the employee was summoned to and the Union in attendance, must be in writing and a copy of which is issued to the Union.
- 15.02 Except in the case of the discharge of an employee during their probationary period, any employee who is discharged, suspended, or given a written warning, or the Union, may submit this case to the grievance procedure and, if necessary, to arbitration.
- 15.03 In all cases of disciplinary measures, the University has the burden of proving that the disciplinary measure was imposed for just and sufficient cause. The arbitrator may confirm or reject the disciplinary measure or render any other decision that they judge equitable under the circumstances.
- 15.04 In the event that a University representative finds it necessary to summon an employee for disciplinary reasons (written warning, suspension, or discharge) the employee has the right to be accompanied by a Union representative.
- 15.05 A suspension does not interrupt the continuous service of an employee.
- 15.06 No disciplinary measure may be imposed later than fifteen (15) working days after the incident which gave rise to it or later than fifteen (15) working days of the University having become aware of it, unless the Parties have agreed in writing to extend the afore mentioned time period.
- The delays are suspended during the period provided for in clause 20.01 b).
- The Parties may agree on an extension of delays set in the present article for a maximum of twenty (20) working days. Such extension cannot be refused without a valid reason.
- 15.07 No confession signed by an employee may be used against them during arbitration unless it is a confession signed in the presence of a Union representative.

ARTICLE 16 PERSONNEL FILES

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

An employee may request a copy of any document included in their personnel file. The University sends all requested documents by email to the employee.

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

16.03 Each employee must receive an electronic copy of their probationary period evaluation and the subsequent annual evaluations before these documents are added to their file.

An employee whose grievance is in arbitration may request that a copy of their personnel file be forwarded to their union representative.

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

ARTICLE 17 GENERAL

17.01 Communications

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

- a) all rules and regulations that apply to employees covered by the collective agreement;
- b) any other written communiqué issued to more than one (1) employee covered by the collective agreement concerning working conditions.

17.02 Any resignation may be retracted within three (3) days of its signature. The University will immediately send copies of all resignations to the Union, except for Casual Employees.

17.03 The University provides the Union with electronic copies of the following documents:

- a) all updated University policy documents;
- b) the agenda, minutes and attached documents of any open meeting of the Board of Governors, the Senate, and of the Faculty Councils, at the same time as such documents are mailed to their respective members or immediately after the meeting if documents are distributed at the meetings;
- c) the operating budget of the University and information concerning the operating budget of the University, approved by the Board of Governors, and the *Règles budgétaires et calculs des subventions de fonctionnement aux Universités du Québec*, in the same time frame as provided in paragraph b);
- d) the annual audited financial statements of the pension plan and the periodic actuarial valuations of the pension plan, approved by the Pension Committee within ten (10) days of their approval.

ARTICLE 18 HOURS OF WORK AND WORK SCHEDULES

- 18.01 The regular workweek is established at thirty-five (35) hours generally worked between Monday and Friday.
- 18.02 All employees are entitled to one (1) fifteen (15) minute rest period without loss of pay for each regular half day of work.
- 18.03 All employees are entitled to an unpaid meal period of one (1) hour during the regular workday. This meal period is normally taken in the middle of the regular workday.
- 18.04 Whenever two (2) employees in the same department wish to exchange their weekly days off or their established work schedules, they must receive the prior approval of the immediate supervisor. In this event, the provisions related to overtime pay do not apply.
- 18.05 The work schedule in each department is set up as equitably as possible.
- 18.06 The immediate supervisor and the employees in the department agree on the work schedule. The schedule is posted in each department.
- 18.07 **Summer Hours**
- a) Each year, for a period of ten (10) weeks, namely from mid-June to mid-August (the exact dates to be posted by the Human Resources Department) the regular workweek is reduced by three (3) hours without reduction in pay.
 - b) The application of the reduction can be worked out flexibly by each department. Two (2) requirements must be met however:
 - 1. the University will continue to provide all necessary services;
 - 2. the reduction in working hours will not result in additional expenditures, or will only cause a minimal increase.
 - c) In order to implement the summer schedule, the individual work schedules must be approved prior to the beginning of the summer hours. With the permission of the immediate supervisor, an employee may change their choice of option during the summer period. Such permission will not be unreasonably withheld. The choice among the various options will be divided as fairly as possible, to the extent that service requirements permit, taking into consideration:
 - 1. the seniority of the employee applied within the department;
 - 2. the preference expressed by the employee.
 - d) The options available for the reduction of the workweek are:
 - 1. four (4) workdays of six and one half (6 ½) hours each and one (1) day of six (6) hours;

2. four (4) workdays of seven (7) hours each and one (1) day of four (4) hours;
3. four (4) workdays of eight (8) hours each per week;

With the approval of the immediate supervisor, an employee may choose an option other than those mentioned above.

- e) For the purpose of applying the collective agreement, each week thus reduced is considered to be a regular workweek in accordance with clause 18.01.
- f) If an employee is absent, they cannot "bank" hours of leave for the days of absence.
- g) However, an employee can bank the summer hours if they are on vacation for an entire week during the period in which the summer hours are in effect. The banked hours must be expended by May 31st of the following year.
- h) In individual cases where it is impossible to reduce the summer hours for an employee, the hours so lost are "banked" and taken in time off at a time or times agreed upon with the immediate supervisor.

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

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

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

ARTICLE 19 OVERTIME

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

b) All overtime is on a voluntary basis.

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

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

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

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

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

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

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

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

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

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

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

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

19.04 The payment of overtime wages earned during any given pay period is made at the same time as the regular pay for the following pay period. For annual vacations and at the time of the Christmas break, the payment specified above is delayed one additional pay period.

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

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

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

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

ARTICLE 20 HOLIDAYS

- 20.01 a) During the University's fiscal year, the following days are recognized as paid holidays:
- Fête Nationale
 - Canada Day
 - Labour Day
 - Thanksgiving Day
 - Christmas Eve
 - Christmas Day
 - Boxing Day
 - New Year's Eve
 - New Year's Day
 - Day after New Year's Day
 - Good Friday
 - Easter Monday
 - Journée nationale des Patriotes
- b) The University is normally closed from December 24 until normal opening hours January 3. This period is considered to be worked and paid.
- c) The University agrees to recognize and observe as paid holidays all other days declared to be holidays by the governments.
- 20.02 a) If one of the holidays in clause 20.01 coincides either with an employee's annual vacation, or with one of their weekly days off other than Saturday or Sunday, the employee affected is entitled to a postponement of the holiday to a date agreed upon between them and the immediate supervisor.
- b) If one of the holidays mentioned in clause 20.01 coincides with a Saturday or with a Sunday, the holiday is moved to the preceding or to the following work day.
- 20.03 The University shall respect religious holidays of recognized faiths not included in paragraph 20.01 a).

ARTICLE 21 PERSONAL AND SOCIAL LEAVES

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

21.02 Bereavement Leave, in the event of the death:

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

- a) If the funeral takes place more than one hundred and sixty (160) kilometres from the residence of an employee, they are entitled to one (1) extra working day.
- b) An employee may reserve one (1) day of the above days in the event that the burial or cremation occurs at a later date.
- c) An employee may add to this period accumulated vacation, accumulated overtime, and/or a leave without pay not exceeding fifteen (15) working days.
- d) In the event that an employee can prove they have been named as the executor of an estate, they may request additional leave without pay.
- e) In the event the death occurs during the vacation period of the employee, said employee can postpone up to five (5) days of vacation to a later date. The postponed date should be agreed between the employee and the immediate supervisor.

21.03 In the event of marriage or civil union:

- a) of the employee, they are entitled to five (5) working days;
- b) of a son, of a daughter, an employee is entitled to one (1) working day;
- c) of the father, mother, grandparents, brother, sister, grandchildren, an employee is entitled to the day of the wedding.
- d) the employee may add to the periods described in paragraphs a) or b), accumulated vacation, accumulated overtime as agreed with the immediate supervisor and/or an equivalent leave without pay.

21.04 When an employee changes the location of their residence, they are entitled to one (1) day of leave for moving. However, they are not entitled to more than one (1) such day per fiscal year. Nevertheless, this restriction does not apply when an employee must move for reasons beyond their control.

21.05 a) In the event that an employee is required for jury duty or to act as a witness in proceedings to which they are not a party, they shall not as a consequence

suffer any loss of their regular pay during the time that they are required to act in such a capacity. However, the employee must turn over to the University the equivalent of the amount received for the performance of these duties. If this amount is greater than their regular salary the difference shall be returned to them by the University.

- b) The employee called to act as a witness in a case where the University is involved, continues to receive their regular pay and is paid overtime for all hours required of them as a witness outside their regular workday and workweek.
- c) In the event an employee must appear before a civil, administrative or penal tribunal in a case in which they are party, they are entitled to a leave without pay, or accumulated vacation, or accumulated overtime.

21.06 When an employee finds it necessary to be absent for one of the reasons specified in this article, they must inform the immediate supervisor of this as soon as possible, and on demand, must present proof or confirmation of these events.

21.07 Exceptional time-off, without loss of pay, may be granted for any other serious reason.

21.08 **Deferred Salary leave**

- a) Deferred salary leave (DSL) is intended to provide employees with an opportunity to benefit from a leave with salary. The University views DSL as beneficial to the employee and to the University.
- b) Requests for a DSL will be subject to the ability of the respective department to accommodate the leave; however, granting will only be withheld in exceptional circumstances.
- c) The DSL will be for not less than six (6) consecutive months and will not exceed twelve (12) consecutive months.

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

- d) An employee may apply in writing to participate in the Deferred Salary Leave Plan (DSLPL) to the immediate supervisor with a copy to the Human Resources Department at least three (3) months prior to the date at which the employee wishes to commence participation in the DSLPL.
- e) Approval or refusal of a DSL will be provided by the immediate supervisor with a copy to the Human Resources Department within five (5) weeks of the date the application was received. In case of refusal, the University must provide the reasons to the employee with a copy to the Union.
- f) Participation of an employee in the DSLPL is subject to the signing of a contract as provided for in Appendix "F".

- g) This contract must be signed by the employee and returned to the Human Resources Department four (4) weeks prior to the date that the deferral period is to commence.

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

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

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

Duration of the leave	Duration of the participation in the plan (contract)			
	2 years	3 years	4 years	5 years
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%

- 21.09
- a) Permanent full-time employees are entitled to a maximum of twenty-eight (28) hours of leave per year without loss of pay for professional appointments and/or for personal reasons.
- b) Permanent part-time employees are entitled to personal leave pro-rated for hours worked.
- c) This time is not to be used to prolong vacation or any other leave foreseen in the collective agreement with the exception of bereavement leave.
- d) Normally the employee will advise the immediate supervisor of the need for the leave two (2) days in advance.
- e) Personal leave does not accumulate from year to year (the year being calculated from June 1st)
- f) For any time required beyond twenty-eight (28) hours the employee's salary will be maintained but the hours thus taken may be made up by the employee

at a time agreed upon by the employee and their immediate supervisor. The hours of leave thus taken must be made up by the employee within two (2) weeks of the date that the leave is taken.

21.10 **Family Obligation Leave**

- a) Relative means, in addition to the employee's spouse, the child, father, mother, brother, sister and grandparents of the employee or the employee's spouse as well as those persons' spouses, their children and their children's spouses. The following are also considered to be an employee's relative:
- a person having acted, or acting, as a foster family for the employee or the employee's spouse;
 - a child for whom the employee or the employee's spouse has acted, or is acting, as a foster family;
 - a tutor or curator of the employee or the employee's spouse or a person under the tutorship or curatorship of the employee or the employee's spouse;
 - an incapable person having designated the employee or the employee's spouse as mandatary;
 - any other person in respect of whom the employee is entitled to benefits under an Act for the assistance and care the employee provides owing to the person's state of health.
- b) An employee may be absent from work, without pay, during ten (10) days per year to fulfill obligations related to the care, health or education of their child or the child of their spouse, or due to the state of health of a relative or a person for whom the employee acts as a caregiver, as attested by a professional working in the health and social services sector and governed by the *Professional Code* (chapter C-26).
- From these ten (10) days, two (2) are taken without loss of pay, and the others are without pay.
- These leaves may be divided into days. Days may also be divided with the authorization of the employee's immediate supervisor.
- The employee must notify their immediate supervisor as soon as possible and take all reasonable means to limit the taking and duration of these leaves.
- With the exception of the first two (2) days of leave, the employee can, after agreement with their immediate supervisor, work compensatory hours, in which case the subsequent leaves are without loss of pay.
- c) An employee may be absent from work, without pay, or go on part-time leave without pay for a maximum period of fifty-two (52) weeks if their minor child suffers from social or emotional development problems, is handicapped or suffers from a long-term illness or if the employee must stay with their child, spouse, the child of their spouse, one of their parents, their brother, sister or

one of their grandparents following a serious illness or a serious accident, and who's state of health requires the presence of said employee.

- d) An employee can also avail themselves of the other leaves for family obligations provided for in the *Act respecting labour standards*.
- e) During leaves provided for in the present clause, the employee accumulates their seniority in accordance with paragraph 9.03 a).
- f) In the case of a leave of more than one (1) month, the employee is entitled to the following benefits, provided that they would normally be entitled to them if they were to have remained at work and that they disburse their portion of the premium or contribution:
 - Life insurance
 - Supplementary life insurance
 - Health insurance
 - Dental Plan
 - Vision Plan
 - Pension Plan

ARTICLE 22 VACATION

- 22.01 All employees are entitled to paid vacation on the basis of their seniority, in accordance with vacation entitlements determined as of June 1 of each year.
- 22.02 During the twelve (12) months which follow June 1st of the current year, all employees are entitled to paid annual vacation, the duration of which is determined as follows:
- a) the employee with less than one (1) year of seniority on June 1st of the current year is entitled to one and two-thirds ($1\frac{2}{3}$) paid vacation days for each month worked in the University from their date of hire to a maximum of twenty (20) working days;
 - b) the employee having one (1) year and less than ten (10) years of seniority on June 1st of the current year is entitled to twenty (20) paid working days of vacation;
 - c) the employee having ten (10) years or more of seniority on June 1st of the current year is entitled to twenty-two (22) paid working days of vacation.
 - d) the employee having twenty-one (21) years or more of service on June 1st of the current year is entitled to twenty-five (25) paid working days of vacation.
- 22.03 For the purpose of calculating annual vacation, employees hired between the first and fifteenth day of the month inclusively, are considered as having one (1) complete month of service.
- 22.04 **Upon termination of employment:**
- a) The employee who has not taken their entire vacation entitlement during the fiscal year preceding June 1st receives an indemnity which is equal to the number of vacation days to which they were entitled.
 - b) The employee is entitled, taking into account vacation days already taken, to a vacation indemnity equal to eight percent (8%) of the total wages earned between June 1st of the current year and their date of departure.
 - c) The employee entitled to twenty-two (22) days of vacation, taking into account vacation days already taken, is entitled to a vacation indemnity equal to eight point eight percent (8.8%) of the total wages earned between June 1st of the current year and their date of departure.
 - d) The employee entitled to twenty-five (25) days of vacation, taking into account vacation days already taken, is entitled to a vacation indemnity equal to ten percent (10%) of the total wages earned between June 1st of the current year and their date of departure.

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

Illness:

An employee absent from work by virtue of the provisions of Article 33 accumulates vacation credits during the first four (4) consecutive months of their absence.

Work Accident:

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

Maternity, paternity or parental leave:

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

Lay-Off:

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

Leave without pay exceeding one (1) month:

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

22.06 An employee receives prior to their departure on vacation the remuneration to which they are entitled, by separate cheque, provided they so request at least ten (10) working days prior to their departure on vacation.

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

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

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

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

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

- c) An employee who, on June 1st of the current given year, is disabled for a period less than twelve (12) months and who has not taken all of their vacation entitlement from the previous year because of the disability, benefits from a deferment of the balance of their vacation entitlement, either to the end of the disability, or to another time after agreement with their immediate supervisor.
- d) An employee who, on June 1st of the current given year, has been disabled for twelve (12) months or more receives a vacation indemnity equal to the number of vacation days to which they are entitled.

22.09 An employee may or may not take their vacation entitlement in a consecutive manner. They may divide them into as many calendar weeks as they wish. They can also divide them into days and hours.

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

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

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

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

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

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

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

22.13 Notwithstanding clause 22.10, an employee may defer two (2) weeks of vacation from one year to the next and this for two (2) consecutive years. However, the accumulated vacation must be taken in the third (3rd) year at the latest.

ARTICLE 23 PARENTAL LEAVES

PREAMBLE

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

The present article does not grant an employee any benefit, monetary or non-monetary, which they would not have had, if they had remained at work.

Section I: Maternity Leave

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

Section II: Special leaves

a) **Preventive withdrawal**

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

1. they are pregnant and their working conditions expose them or their unborn child to infectious diseases or to physical dangers;
2. their working conditions involve dangers for the child whom they are breastfeeding.

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

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

During the special leave provided by the preceding paragraph, in regard to their indemnity, the employee is subject to the provisions of the *Act respecting occupational health and safety* on preventative measures for the pregnant or breastfeeding employee.

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

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

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

b) **Other Special Leaves**

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

1. When there is a complication in the pregnancy or a risk of miscarriage, caused by the pregnancy and requiring a work stoppage, the employee is entitled to a special maternity leave upon presentation of a medical certificate prescribing the duration of this leave, and attesting to the existing risk and the due date; this leave is then considered as the

maternity leave provided in clause 23.01, starting on the beginning of the fourth (4th) week preceding the due date.

2. upon presentation of a medical certificate prescribing the duration of the leave, when an interruption of pregnancy occurs before the beginning of the twentieth (20th) week before the due date. The leave duration is at least three (3) consecutive weeks.
3. for visits with a health care professional related to the pregnancy, up to a maximum of four (4) working days that can be taken in half-days, without loss of salary.

During the special leaves granted under this section, the employee receives the benefits provided in clause 23.25, insofar as they are normally entitled to them and also in clause 23.27. The employee covered by paragraph 23.07 b) may also avail themselves of the benefits from the sick leave plan or the long-term disability plan, whichever the case may be.

Section III: Birth, adoption and paternity leaves

23.08 Birth or adoption leaves

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

When the pregnancy of an employee's spouse is interrupted during or after the twentieth (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 in days upon the employee's request and must be taken within fifteen (15) days of the interruption of pregnancy.

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

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

23.10 Paternity leave

The employee whose spouse gives birth is entitled to a paternity leave for a maximum period of five (5) consecutive weeks for the birth of their child. This leave must be taken no sooner than the week of the delivery and must end not later than seventy-eight (78) weeks after the child's birth.

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

Section IV: Parental leave

- 23.11
- a) A parental leave of a maximum duration of one-hundred and four (104) consecutive weeks is granted to the employee following the end of the maternity leave or paternity leave, or one-hundred and four (104) weeks following the date of arrival of the child at the employee's residence in the case of an adoption.
 - b) An employee whose projected duration of parental leave is less than one-hundred and four (104) weeks can, only once, ask the University to extend their parental leave up to the maximum provided in paragraph a) by submitting a written request at least thirty (30) days prior their projected return to work.
 - c) During this leave, the employee can, if they submit a request to the University at least thirty (30) days in advance, modify their full-time parental leave to a part-time parental leave or vice-versa. The employee can prevail themselves from this provision only once.
 - d) The employee who wants to return to work before the projected date must give a written notice at least twenty-one (21) days prior to their return to work or thirty (30) days prior to their return to work if the duration of the leave is more than thirty-four (34) weeks.
 - e) The employee who does not prevails themselves of the leave provided in the precedent paragraphs can benefit, after the birth or the adoption of their child, of a leave of a maximum duration of sixty-five (65) consecutive weeks, that starts at the moment decided by the employee but not later than one (1) year after the birth of the child or, in case of an adoption, one (1) year after the child is in their care.
 - f) In the case of a part-time parental leave, the request must specify the schedule desired by the employee. In case of disagreement with the University concerning the schedule, the employee is entitled to a maximum of two (2) and a half (1/2) day per week or the equivalent. Failing agreement on the distribution of these days, the University determines the schedule.

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

- 23.12
- A maternity, paternity or parental leave can be split in weeks, upon the employee's request, in the following circumstances:
- a) if the employee's child is hospitalized, the employee can, upon agreement with the University, return to work for the duration of the hospitalization;
 - b) for a maximum duration of twenty-six (26) weeks if the employee is sick or unfit to work because of an injury or organ or tissue donation for the purpose of transplantation;

- c) If the employee must be present with their child, spouse, father, mother, spouse of the father or mother, brother, sister, or one of their grandparents because of a serious illness or a serious accident.
- d) The period provided in c) above can be extended as follows:
 - i. up to one hundred and four (104) weeks when the presence of the employee is required with their child who suffers from a life threatening illness ;
 - ii. one hundred and four (104) weeks when the presence of the employee is required with their minor child who has suffered a severe physical injury resulting from a crime and making them unfit to pursue their regular activities;
- e) for a maximum period of one hundred and four (104) weeks, if a minor child of the employee has disappeared. This period ends on the eleventh (11th) day that follows;
- f) for a maximum duration of one hundred and four (104) weeks if the spouse of the child of the employee commits suicide;
- g) for a maximum period of one-hundred and four (104) weeks if the death of the spouse or the child of the employee results directly or indirectly from a crime.

The employee resumes the maternity, paternity or parental leave when the event that has caused the splitting or the interruption of the leave ends. When the leave resumes, the University restarts to pay the supplementary allowance to the employee as the employee would have been entitled to should they would have not prevailed themselves of said splitting or interruption.

- 23.13 When the child is hospitalized during the maternity, paternity or parental leave, an employee who interrupted their leave may return to work, after reaching an agreement with the University
- 23.14 The employee who submits a written notice to the University with a medical certificate attesting of the health of their child or, in the case of a maternity leave their own health, before the end of their maternity, paternity or parental leave is entitled to an extension of the leave for the duration prescribed on the medical certificate.
- 23.15 The provisions of this section shall not operate to extend the period of parental leave beyond one-hundred and four (104) weeks.

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

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

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

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

23.19 **Employees eligible to QPIP**

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

i) During their maternity leave:

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

ii) During their paternity leave:

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

iii) During their parental leave:

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

b) The total of the amounts received by the employee during their maternity, paternity or parental leave in QPIP benefits and wages cannot exceed ninety-three percent (93%) of their base weekly salary paid by the University and if so, by any other employer.

c) When the QPIP benefits are interrupted for any reason provided in section V, the payment of the supplementary allowance will cease and resume when the QPIP benefits will be paid again.

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

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

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

23.21 Employee not eligible for QPIP but eligible to Employment Insurance

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

i) During a maternity leave:

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

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

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

23.22 **Miscellaneous**

a) No allowance shall be paid during a paid vacation period.

b) The first installment of the allowance is made, to the extent possible, in the first pay period following receipt by the University of the decision notice and calculation statement from Emploi et Solidarité sociale Québec. The subsequent payments are made each payroll period.

c) The regular weekly salary of the permanent part-time employee is the average of their regular weekly salary of the twenty (20) weeks preceding their leave. If, during this period, the employee has received benefits based on a percentage of their regular salary, it is understood that in the purpose of calculating their regular salary, it refers to regular salary from which such benefits were established.

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

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

Section VII : Notice

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

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

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

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

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

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

Section VII: Benefits

23.25 During the maternity, paternity and parental leave, the employee is entitled, provided that they are normally entitled to, and that they pay their share of premiums or dues, to the following benefits:

- Salary insurance;
- Life insurance;
- Supplementary life insurance;
- Health plan;
- Vision care plan
- Dental care plan
- Pension plan;
- Accumulation of seniority;
- Accumulation of experience;

- Eligibility to apply on a job posting and to obtain the position in compliance with the provisions of the collective agreement, as if they were still at work.

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

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

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

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

b) During a part-time leave with or without pay of more than twelve (12) weeks, an employee retains their eligibility to the benefits provided in Articles 32 and 33 if they become 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 their leave with or without pay as provided in paragraph 23.11d).

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

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

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

ARTICLE 24 LEAVE WITHOUT PAY

- 24.01 In cases not provided for in the collective agreement, an employee with the equivalent of one (1) year of full-time service who wishes to obtain a leave without pay must make a written request to the immediate supervisor. The University shall not refuse such a leave without valid reason.
- 24.02 The duration of a leave without pay generally does not exceed twelve (12) months. The leave may be extended with the consent of the University.
- 24.03 A written request for a leave without pay must be forwarded to the immediate supervisor no later than two (2) months before the beginning of the said leave. The University must respond in writing within three (3) weeks of receipt of the request.
- 24.04 If an employee fails to return to work at the end of said leave without having received authorization to prolong this leave or except in the case of an emergency situation, they are considered as having resigned retroactive to the date of the beginning of the leave.
- 24.05 After agreement between the Parties an employee may put an end to the leave without pay before the anticipated date of return.
- 24.06 Upon their return, the University reintegrates the employee with all of their rights into the position they occupied at the beginning of the leave, or if their position has been abolished Article 10 applies.
- 24.07 Unless there is an agreement or provision to the contrary, an employee on leave without pay does not benefit from the advantages provided in the collective agreement. They continue to benefit from the pension and insurance plans should these plans so permit, on condition that they pay the entire cost.
- 24.08 **Part-time leave**
- a) A part-time leave is a weekly leave without pay granted to a permanent employee holding a full-time position who makes the request. This leave may be a leave of one (1) day, two (2) days, or three (3) days per week as per the choice the employee makes in their request.
 - b) Part-time leaves are granted for one (1) year or less. Such a leave must be of mutual benefit to the University and the employee.
 - c) During a part-time leave, an employee accumulates seniority as if working on a full-time basis.
 - d) During a part-time leave, the employee's remuneration is prorated to time worked. For benefits, the University and the employee agree to contribute as if working on a full-time basis. In calculating benefits, the employee on part-time leave is considered as working full-time.

24.09 **Study leave**

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

24.10 a) An employee is entitled to a study leave after having submitted a written request to the Dean/Director, with a copy to the Human Resources Department, and to the immediate supervisor, two months prior to the anticipated start date of the leave.

- b) Applications for study leave shall state:
 - 1) the specific reason for the leave including proof of acceptance into an accredited program;
 - 2) the desired period of leave;
 - 3) the percentage work reduction requested.

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

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

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

PERCENTAGE WORK	PERCENTAGE SALARY
50%	60%
60%	67.5%
70%	75%
80%	82.5%
90%	90%

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

- 24.15 Eligible employees who participate in the University benefit plans shall continue to do so during their leave. Pension, Life Insurance and Long-term Disability benefits, as well as University and employee contributions, shall be calculated using the employee's base salary.
- 24.16 Vacation entitlement for an employee on study leave shall be prorated to percentage of work.
- 24.17 Approval or refusal of study leave shall be provided in writing to the employee by the Dean/Director with a copy to the Human Resources Department, within six (6) weeks of the date the application was received. Approval letters shall include all agreed to conditions; refusal letter shall include reasons for the refusal.
- 24.18 The Human Resources Department will provide statistics on study leave applications to the Union each year in January, April and August.
- 24.19 Three (3) years of permanent service after completion of an initial study leave is required before an employee shall again be eligible for such leave.

ARTICLE 25 PUBLIC SERVICE ABSENCES

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

25.02 Any employee elected in a provincial or federal election is granted a leave without pay for the duration of their first term of office. The University agrees to reintegrate the employee upon their return to work into a position equivalent to the one they held before their leave.

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

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

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

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

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

ARTICLE 26 UNIVERSITY CLOSINGS

- 26.01 In the event that the President declares the University closed for any reason or in the event that the majority of non-teaching staff is not required to work during a given period, any employee whose presence is required shall receive, subject to express provisions of the collective agreement, in addition to their regular salary for time worked, the equivalent in paid leave.

ARTICLE 27 TUITION WAIVER

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

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

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

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

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

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

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

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

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

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

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

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

- 27.08
- a) The University recognizes that knowledge of French and English is desirable and agrees to ensure and assist employees in receiving adequate instruction.
 - b) An employee who wishes to take a French language or an English language credit course offered by the University during regular working hours may do so without loss of pay, provided that a request is made in advance to the immediate supervisor. The granting of such a request will not be unreasonably withheld.
 - c) An employee who wishes to take French or English language non-credit courses offered by the Center for Continuing Education of the University may do so without loss of pay. In such a case, the employee pays the tuition fees and the University reimburses upon presentation of proof that the course was completed. The granting of such a request will not be unreasonably withheld.

ARTICLE 28 WORK ACCIDENTS

- 28.01 An employee who is victim of an accident or has contracted an occupational disease must report this to the immediate supervisor as soon as possible following the event, and shall complete and sign the University report concerning accident/incident/professional illness as soon as possible following the event.
- 28.02 When an employee is absent from work as a result of an occupational injury as defined by law, the University will pay the employee their regular weekly salary for a period of four (4) calendar months following the beginning of the absence. The employee will turn over to the University compensation received from the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST).
- If the absence exceeds four (4) months the University will continue to pay the equivalent of the indemnity paid by the CNESST and this for the two (2) years following the beginning of the absence.
- Thereafter, indemnity is undertaken by the CNESST. The terms of this clause will remain in effect until the CNESST establishes that either the employee is able to return to work or that the employee is suffering from a permanent disability, partial or total, preventing them from returning to work.
- 28.03 Upon their return to work, the University reintegrates the employee into the position they occupied at the moment of their departure, or if their position has been abolished or posted, into an equivalent position. However, positions left open as the result of an occupational injury for a period not exceeding twenty-four (24) months are not considered vacant positions.
- 28.04
- a) The employee, who, as a result of a work accident or professional injury, suffers from a permanent partial disability that prevents them from returning to their old position, is placed without posting, into a new or vacant position that is suitable to their condition.
 - b) If there is no such position available the Parties shall meet to discuss a retraining program, for the employee concerned.
- 28.05 The employee who returns to work after an absence provided for in this article, and who must be absent from work in order to receive further treatment or undergo medical examinations related to their injury or to fulfill an activity within the framework of an individualized rehabilitation program, shall obtain a leave with pay for the required time of absence and this leave shall include travelling time.

ARTICLE 29 AMENDMENTS TO THE COLLECTIVE AGREEMENT

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

ARTICLE 30 PREMIUMS

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

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

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

ARTICLE 31 CLASSIFICATION AND SALARIES

31.01 Classification and remuneration at hire

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

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

31.02 The University determines where the employee fits on the salary scale according to education and experience as per the terms of this article. The scale result shall appear in the letter of appointment sent to the Union.

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

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

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

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

31.07 Rules governing step advances

- a) Every year on June 1, with the exception of employees hired during the preceding March, April and May, all employees advance one step.
- b) An additional step advance is granted when an employee completes additional studies equivalent to one (1) year of full-time studies, as long as the studies are both pertinent and greater than the minimum education required for the job class into which the employee fits. This additional step advance is granted when the employee provides the University evidence to this effect.

31.08 Job description

An employee must receive a copy of his job description when he is hired, when he changes positions or when his job description is updated. The job description is available for the Union on the University's platform. Should the platform be unavailable, the University will, at the Union's request, provide said job description within five (5) working days.

31.09 **Reclassification request**

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

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

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

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

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

31.10 **Rules governing the movement of personnel**

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

31.11 **Details on pay stubs**

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

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

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

31.13 **Job classification**

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

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

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

ARTICLE 32 BENEFITS

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

32.02 The benefits program consists of the following:

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

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

32.04 **Early Retirement**

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

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

- i) One (1) employee may benefit from the provisions of this paragraph per collective agreement year, which is from June 1st to May 31st. However,

if there are no demands made during a given collective agreement year, it is possible to defer the payment of one (1) early retirement indemnity to the next collective agreement year, for an absolute maximum of two (2) early retirement indemnities paid per collective agreement year.

Exceptionally during the period from June 1st, 2024, to May 31st, 2026, should an employee be eligible for less than one hundred percent (100%) of the early retirement benefit, the remaining percentage of the benefit shall be available to another eligible employee;

- i. Any employee must meet the eligibility criteria on the projected early retirement date in order to submit a request;
- ii. The requests made during a collective agreement year are receivable only for the following collective agreement year. The employee whose request is denied can submit another request starting the following year.
- iii. The requests for early retirement are received by the Human Resources department, Pension and Benefits unit, between June 1st and November 30th for an early retirement in the following collective agreement year;
- iv. The early retirement indemnity is granted to the candidate with the most seniority;
- v. Any employee who has submitted an early retirement request will be informed in writing of the approval or denial of their request before the 15th of December;
- vi. An employee whose early retirement request is approved must confirm the effective date of their retirement departure within three (3) months of their request's approval. If the employee fails to confirm, the early retirement indemnity will be paid to the next candidate, in seniority order, who will need to confirm the effective date of their retirement departure, within three months of their request's approval;
- vii. The employee who confirms their retirement date must retire on that date. An employee cannot cancel their request unless an unpredictable event, such as, but not limited to, sickness or invalidity of the employee, death of their spouse or divorce, occurs between the date of confirmation and the date effective of their retirement;
- viii. An employee benefiting from the severance pay of clause 10.03 cannot also benefit from the early retirement provisions provided in this clause.

32.05 Retired employees are entitled to the following benefits:

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

ARTICLE 33 SICK LEAVE

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

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

33.02 a) An employee who is disabled due to illness or injury is entitled to paid sick leave for periods of up to four (4) months. After four (4) months, the employee will be protected by the provisions on the Long-Term Disability (LTD) Insurance Plan.

b) Benefits outlined in this clause are reinstated one (1) month following return to active duty for a new incapacity, and three (3) months following return to active duty for a recurrence; otherwise, they continue.

c) For any absence due to a prolonged sick leave, the University reserves the right to require a medical certificate at any time during or following such an absence.

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

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

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

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

ARTICLE 34 APPENDICES AND LETTERS OF AGREEMENT

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

ARTICLE 35 TECHNOLOGICAL CHANGE

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

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

This notice must include:

- i) the nature and goal of the technological change;
 - ii) the expected date of implementation, or the schedule of implementation if such is the case;
 - iii) the names of the employees, and if such is the case, the positions likely to be affected by the technological change;
 - iv) the effect which the technological change is likely to have on the working conditions of the employees affected.
- b) At the latest ten (10) working days following the receipt of the notice by the Union, the University agrees to submit its projects to the Labour Relations Committee for discussion (over and above the usual discussions with the staff).
- c) The University agrees to offer to employees affected by technological change, the necessary training, at the University's expense, to allow them to fulfill their new duties, during work hours and without any loss of rights or advantages.

ARTICLE 36 TRAINING

- 36.01 The Parties recognize the benefits to be gained from providing the employees with the opportunity to increase their competencies, particularly as they enhance the quality of working and learning within the University. Professional training activities are deemed to be a part of the fulfilment of the duties of an employee.
- 36.02 At the beginning of the fiscal year, each department or administrative unit may allocate a percentage of its budget to training. This amount shall be distributed as equitably as possible within the department or administrative unit.
- 36.03 All employees who wish to follow training sessions, which are related to their duties, must make a request to the immediate supervisor. The University will not refuse such a request without a valid reason.
- The employee who follows these sessions during regular working hours does not suffer any loss of salary.
- 36.04 In each department, the information on different opportunities for training shall be given to the employees at least once a year.
- 36.05 a) An Employee Training Committee may be established in each department or administrative unit where there is an employee from the bargaining unit. This committee will meet at least once a year. The committee must include at least one (1) employee from the bargaining unit.
- The specific procedures and criteria for the distribution of the amounts allocated to professional training or for the opportunities for professional training shall be established by the committee.
- The committee may allocate funds for professional activities, such as attending conferences, seminars or workshops.
- b) Should a committee not be established, the department or administrative unit will hold at least one (1) meeting on professional training each year. All employees who are members of the bargaining unit will be invited to attend. During this meeting, the specific procedures and criteria for the distribution of the amounts allocated for professional training or for the opportunities for professional training will be discussed.
- 36.06 An employee who benefits from professional training may be requested to provide a written report on the activities undertaken to the immediate supervisor within thirty (30) days of the completion of the activities.

ARTICLE 37 ACQUIRED RIGHTS

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

ARTICLE 38 TEMPORARY AND CASUAL EMPLOYEES

38.01 Temporary positions that exist for thirty-six (36) months or more are automatically transformed into permanent positions. If the position is filled by the same temporary employee for thirty-six (36) months or more, they are confirmed in the position on the condition that they satisfy the requirements of the position, and they acquire the status of a permanent employee. Otherwise, the position is posted in accordance with the procedures set out in Article 11.

The collective agreement applies to temporary employees replacing a permanent employee and temporary employee with a contract of twelve (12) consecutive months or more as defined at clause 2.04 in the following manner:

Article 1 Purpose of the collective agreement

The entire article applies.

Article 2 Definitions

The entire article applies.

Article 3 Union recognition and jurisdiction

The entire article applies.

Article 4 Management rights and obligations

The entire article applies.

Article 5 Non discrimination

The entire article applies.

Article 6 Union membership

The entire article applies.

Article 7 Union activities

The entire article applies, except for clause 7.09.

Article 8 Grievance and arbitration procedures

The entire article applies.

Article 9 Seniority

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

Article 10 Employment security, position abolition and recall to work

The entire article does not apply.

The temporary employees subject to a layoff must receive a notice of at least two (2) weeks. In such a case, they are placed on the recall list for a maximum period of twenty-four (24) months.

Article 11 Job posting

The entire article applies.

Article 12 Movement and selection of personnel

The entire article applies.

Article 13 Occupational health and safety

The entire article applies.

Article 14 Sub-contracting

The entire article does not apply

Article 15 Disciplinary measures

The entire article applies except for temporary employees who have not completed their probationary period for whom the grievance and arbitration procedure does not apply in the case of firing.

Article 16 Personnel files

The entire article applies.

Article 17 General

The entire article applies.

Article 18 Work hours and schedules

The schedules of temporary employees are established by the University.

The temporary employee hired to replace an employee works the hours of the employee they are replacing.

Article 19 Overtime

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

Article 20 Holidays

The entire article applies.

Article 21 Personal and social leaves

The entire article applies.

Article 22 Vacation

The temporary employee shall receive, upon leaving, vacation pay equivalent to the percentage of their salary earned between their date of hire and their date of termination based on their years of seniority. This percentage is adjusted based on seniority in accordance with article 22.02.

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

Paid vacation is determined according to clause 22.02.

Article 23 Parental leaves

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

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

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

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

Article 24 Leave without pay

The article does not apply.

Article 25 Public service absences

The entire article applies.

Article 26 University closings

The entire article applies.

Article 27 Tuition waiver

The article does not apply

Article 28 Work accidents

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

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

Article 29 Amendments to the collective agreement

The entire article applies.

Article 30 Premiums

The entire article applies.

Article 31 Classifications and salaries

The entire article applies.

Article 32 Benefits

Temporary employees working twenty (20) hours or more per week, and covered by this agreement are entitled to participate in the University benefits program in accordance with the terms contained therein and specifically have the right to participate in the following plans:

- i. Health Insurance Plan, after one (1) year of continuous service (without vision care);
- ii. Short-Term Disability insurance

Temporary employees may also participate in Concordia's Group RRSP / TFSA programs.

Article 33 Sick leave

Temporary employees shall be protected by a salary insurance program.

The purpose of the salary insurance program is to compensate for the loss of earnings of any temporary employee who is not able to perform his normal duties because of illness or accident other than an occupational injury.

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

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

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

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

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

Salary insurance payments shall be made for the duration of the contract in effect at the moment the disability occurred or until the temporary employee returns to work, whichever occurs earlier.

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

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

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

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

Article 34 Appendices and letters of agreement

The entire article applies.

Article 35 Technological change

The entire article applies.

Article 36 Training

The entire article applies.

Article 37 Acquired rights

The entire article applies.

Article 38 Temporary employees

The entire article applies, except clause 38.02.

Article 39 Retroactivity

The entire article applies.

Article 40 Duration of the collective agreement

The entire article applies.

38.02 The collective agreement applies to Casual Employees as defined in clause 2.07 in the following manner:

Article 1 Purpose of the collective agreement

The entire article applies.

Article 2 Definitions

The entire article applies.

Article 3 Union recognition and jurisdiction

The entire article applies.

Article 4 Management rights and obligations

The entire article applies.

Article 5 Non discrimination

The entire article applies.

Article 6 Union membership

The entire article applies.

Article 7 Union activities

The entire article applies, except for clause 7.09.

Article 8 Grievance and arbitration procedures

The entire article applies.

Article 9 Seniority

Paragraphs 9.01 d), 9.02 a), 9.03 b), 9.04, except 9.04 c), and clause 9.05 apply.

The casual employee accumulates seniority on the basis of hours worked or considered as having been worked, unless they are laid off for a period exceeding twelve (12) months.

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

Article 10 Employment security, position abolition and recall to work

The entire article does not apply.

The casual employees subject to a layoff must receive a notice following the *Act respecting labour standards*.

They are placed on the recall list of the department hiring them for a maximum of twelve (12) months. The departments will endeavour to give priority to casual employees on their recall list.

Article 11 Job posting

The entire article applies. However, the University does not have any obligation to post vacant casual positions.

Article 12 Movement and selection of personnel

The entire article applies.

Article 13 Occupational health and safety

The entire article applies.

Article 14 Sub-contracting

The entire article does not apply.

Article 15 Disciplinary measures

The entire article applies except for casual employees who have not completed their probationary period, for whom the grievance and arbitration procedure does not apply in the case of firing.

Article 16 Personnel files

The entire article applies if such file exists for the casual employee.

Article 17 General

The entire article applies.

Article 18 Work hours and schedules

The entire article does not apply. The schedules of casual employees are established by the University and are flexible and subject to change. The regular maximum workweek is established by the department as thirty-five (35) or forty (40) hours upon hire.

The casual employees are entitled to a thirty (30) minutes unpaid meal period when they have worked for five (5) consecutive hours. That period shall be remunerated if the employee is not authorized to leave their workstation.

Article 19 Overtime

The entire article does not apply. All work performed by a casual employee above thirty-five (35) or forty (40) hours per week, as per their regular schedule of work, is considered as overtime if approved in advance by their immediate supervisor.

In such case, the casual employee is entitled to a remuneration at one hundred fifty percent (150%) their regular hourly wage for each hour of work above thirty-five (35) or forty (40) hours.

Article 20 Holidays

The entire article does not apply. Casual employees are paid one twentieth (1/20) of the earning for the four (4)-week period prior to the holiday., Earnings exclude any overtime payment, for the following holidays:

1. New Year's Day;
2. Good Friday;
3. Victoria Day;
4. La Fête nationale;
5. Canada Day;
6. Labour Day;
7. Thanksgiving Day;
8. Christmas Day.

Article 21 Personal and social leaves

The entire article does not apply. The casual employees can avail themselves to the social leaves provided in the *Act respecting labour standards*.

Article 22 Vacation

The entire article does not apply.

The casual employee shall receive, upon leaving, vacation pay equivalent to four percent (4%) of their salary earned between their date of hire and their date of termination, and any outstanding vacation days.

Paid vacation is determined in the following manner: one (1) working day of vacation per full month of continuous service up to a maximum of ten (10) days. For the purpose of calculating annual vacation, employees hired between the first and fifteenth day of the month inclusively, are considered as having one (1) complete month of service.

If the casual employee has three (3) years or more of continuous service, they are entitled to one point twenty-five (1.25) working day of vacation per month of continuous service up to a maximum of fifteen (15) days.

Article 23 Parental leaves

The entire article does not apply.

Casual employees are entitled to unpaid parental leaves provided by the *Act respecting labour standards* and the Quebec Parental Insurance Plan.

Article 24 Leave without pay

The entire article does not apply.

Article 25 Public service absences

The entire article does not apply.

Article 26 University closings

The entire article does not apply.

Article 27 Tuition waiver

The entire article does not apply.

Article 28 Work accidents

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

As for the rest, the casual appointment employee and the University are subject to the provisions of the *Law on work accidents and occupational injuries*.

Article 29 Amendments to the collective agreement

The entire article applies.

Article 30 Premiums

The entire article does not apply.

Article 31 Classifications and salaries

The casual employees are normally paid at the hourly rate of the assistant technician job class as determined by the department hiring them.

Article 32 Benefits

The entire article does not apply.

Article 33 Sick leave

The entire article does not apply.

The University does not compensate for the loss of earnings of any casual employee who is unable to perform their normal duties because of sickness or accident other than an occupational injury. Casual employees may file a claim under the *Employment Insurance Act*. Casual employee may be terminated if the employee is absent for a total of

more than twenty-six (26) weeks during the preceding twelve (12) months.

Article 34 Appendices and letters of agreement

The entire article applies.

Article 35 Technological change

The entire article applies.

Article 36 Training

The entire article does not apply.

Article 37 Acquired rights

The entire article does not apply.

Article 38 Temporary employees

The entire article applies, except for clause 38.01.

Article 39 Retroactivity

The entire article does not apply.

Article 40 Duration of the collective agreement

The entire article applies.

ARTICLE 39 RETROACTIVITY

- 39.01 The salary increases are paid retroactively to the employees employed by the University at the moment of signature of the collective agreement, and to the employees who have retired between, June 1st, 2023 and the date of signature of the collective agreement and are paid within ninety (90) working days following the signature of the collective agreement.
- 39.02 Any employee who has left the employ of the University between, June 1st, 2023 and the date of signature is eligible to the retroactive payment provided in clause 39.01 on written request to Human Resources department submitted within ninety (90) days of the signature of the collective agreement.
- 39.03 The retirement benefit of an employee who has retired between, June 1st, 2023 and the date of signature of the collective agreement is recalculated on the basis of salary increases granted.

ARTICLE 40 DURATION OF THE COLLECTIVE AGREEMENT

- 40.01 The collective agreement enters into and remains in effect from the signing of the collective agreement until May 31, 2026. It has no retroactive effect except where expressly provided.
- 40.02 Notwithstanding clause 40.01, the collective agreement remains in effect until the signing of a new collective agreement.
- 40.03 The University makes the collective agreement available to the employees on its website. The University remits thirty (30) hard copies of the collective agreement to the Union for its exclusive use.

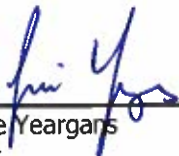
IN WITNESS WHEREOF, the parties have signed the Collective Agreement in Montreal, Quebec, this 23rd day of January 2025.

CONCORDIA UNIVERSITY

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



Mr. Graham Carr
President and Vice-Chancellor




Mr. Jaime Yeagans
President



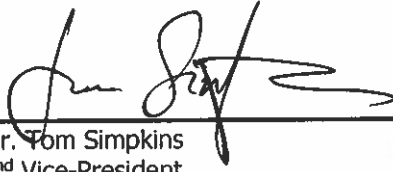
Mr. Michael Di Grappa
Vice-President, Services and Sustainability



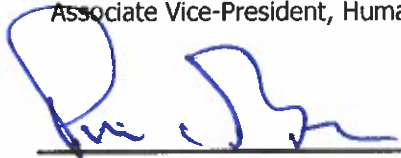
Mr. Brinthan Gunaratnam
1st Vice-President



Ms. Carolina Willsher
Associate Vice-President, Human Resources



Mr. Tom Simpkins
2nd Vice-President



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



Mr. Gabriel Prévost
Advisor, Employee & Labour relations, Human Resources

APPENDIX A CLASSIFICATION

JOB CLASS: I

CORE FUNCTION

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

EXAMPLES OF TASKS PERFORMED :

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

MINIMUM QUALIFICATIONS:

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

OR

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

JOB CLASS: II

CORE FUNCTION

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

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

EXAMPLES OF TASKS PERFORMED :

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

MINIMUM QUALIFICATIONS:

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

OR

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

OR

Bachelor's Degree.

JOB CLASS: Assistant Technician
--

CORE FUNCTION

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

EXAMPLES OF TASKS PERFORMED :

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

MINIMUM QUALIFICATIONS:

Education and experience: High School leaving or equivalent

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

APPENDIX B SALARIES

A) SALARY INCREASES

- Effective June 1st, 2023: salary rates and scales are increased by 4.8%;
(or: the increase (commonly known as Government Salary Policy (GSP)) provided for in the Règles Budgétaires for the teaching and teaching support grant, for 2023-2024, whichever is the greatest)
- Effective June 1st, 2024: salary rates and scales are increased by 3.2%;
(or: the increase (commonly known as Government Salary Policy (GSP)) provided for in the Règles Budgétaires for the teaching and teaching support grant, for 2024-2025, whichever is the greatest)
- Effective June 1st, 2025: salary rates and scales are increased by 3.0%.
(or: the increase (commonly known as Government Salary Policy (GSP)) provided for in the Règles Budgétaires for the teaching and teaching support grant, for 2025-2026, whichever is the greatest).

B) INTEGRATION OF THE EMPLOYEES WHO ARE MEMBERS OF THE UNION SINCE APRIL 3, 2023

This integration takes effect on the date of signature of the collective agreement and has no retroactive effect. Any dispute regarding the integration of Seasonal, Temporary or Casual employees will be discussed at the Labour Relations Committee.

Seasonal, Temporary and Casual employees are integrated into the appropriate salary scale as follows:

i. Seasonal and Temporary Employees:

1. Seasonal or Temporary technicians who had a job class modeled to the Collective Agreement of the Concordia University Union of Support Staff (CSN)- Technical Sector (CUUSS-TS) when they were hired will see this job class recognized and will receive the same hourly rate;
2. Seasonal or Temporary positions will be created after appropriate approval by the University.

ii. Casual Employees

These employees will be integrated into Assistant Technical job class to the step that is equal or higher to their current hourly rate when the Collective Agreement is signed.

An employee who has a higher salary than the hourly salary in the Assistant technical job class maintains their current salary and is red circled, meaning that paragraph C) does not apply.

Casual Employees active on April 30th, 2024 will be entitled to a 4.8% (or the increase (commonly known as Government Salary Policy (GSP)) provided for in the Règles Budgétaires for the teaching and teaching support grant, for 2023-2024, whichever is the greatest) retroactivity based on their earnings since June 1st, 2023.

C) EMPLOYEES EXCEEDING RATE OR SCALE

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

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

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

D) SALARY SCALES

Job Class: Assistant Technician			
Steps	June 1, 2023	June 1, 2024	June 1, 2025
	4.8%	3.2%	3.0%
1	\$23.42	\$24.17	\$24.90
2	\$24.07	\$24.84	\$25.59
3	\$24.72	\$25.51	\$26.28
4	\$25.52	\$26.34	\$27.13
5	\$26.11	\$26.95	\$27.76
6	\$26.91	\$27.77	\$28.60
7	\$27.82	\$28.71	\$29.57
8	\$28.54	\$29.45	\$30.33

Job Class: Technician Class II			
Steps	June 1, 2023	June 1, 2024	June 1, 2025
	4.8%	3.2%	3.0
1	\$27.22	\$28.09	\$28.93
2	\$28.14	\$29.04	\$29.91
3	\$29.26	\$30.20	\$31.11
4	\$30.32	\$31.29	\$32.23
5	\$31.43	\$32.44	\$33.41
6	\$32.63	\$33.67	\$34.68
7	\$33.96	\$35.05	\$36.10
8	\$35.19	\$36.32	\$37.41
9	\$36.55	\$37.72	\$38.85
10	\$37.87	\$39.08	\$40.25
11	\$39.25	\$40.51	\$41.73
12	\$40.79	\$42.10	\$43.36

Job Class: Technician Class I			
Steps	June 1, 2023	June 1, 2024	June 1, 2025
	4.8%	3.2%	3.0%
1	\$30.32	\$31.29	\$32.23
2	\$31.43	\$32.44	\$33.41

3	\$32.63	\$33.67	\$34.68
4	\$33.96	\$35.05	\$36.10
5	\$35.19	\$36.32	\$37.41
6	\$36.55	\$37.72	\$38.85
7	\$37.87	\$39.08	\$40.25
8	\$39.25	\$40.51	\$41.73
9	\$40.79	\$42.10	\$43.36
10	\$42.41	\$43.77	\$45.08
11	\$43.94	\$45.35	\$46.71
12	\$45.58	\$47.04	\$48.45

APPENDIX C SENIORITY LIST

The provisions of clause 9.05 are applied based of the seniority list below, dated June 20, 2024.

SENIORITY DATE WITHIN THE BARGAINING UNIT	First Name	Last Name	Position title	Job class	Department	Job Status	Seniority Hours	Date of hire within the University
1979-01-29	Kai	Lee	Technician II	Class II	Chemistry and Biochemistry	Full-time	82936	1979-01-29
1983-05-02	Rita	Umbrasas	Technician I	Class I	Chemistry and Biochemistry	Full-time	75166	1983-05-02
1986-08-18	Elaine	Denis	Technician	Class I	Studio Arts	Full-time	69146	1986-01-07
1988-01-04	Dave	Chu	Technician	Class I	Mechanical, Industrial and Aerospace Engineering	Full-time	66633	1988-01-04
1988-01-04	Peter	Blyszczak	Technician	Class I	Service Centre - MB and FB	Full-time	66626	1987-05-18
1988-02-01	Juan	Alfara	Technician I	Class I	Mechanical, Industrial and Aerospace Engineering	Full-time	66486	1988-02-01
1994-04-06	Carlos	Messina	Technician	Class I	Service Centre - Loyola	Full-time	55195	1988-09-01
1994-04-06	Donato	Colantuono	Technician, Network	Class II	Network and Carrier Services	Full-time	55174	1988-12-05
1989-06-01	Giuseppina	Sblendorio	Assistant Technician	Class II	Centre for Digital Arts	Part-time	55134	1989-06-01
1989-09-05	Johanne	Biffi	Technician I	Class I	Studio Arts	Full-time	54941	1992-09-08
1992-05-04	Khalil	Rahman	Technician I	Class I	Chemistry and Biochemistry	Full-time	54663	1990-01-01

SENIORITY DATE WITHIN THE BARGAINING UNIT	First Name	Last Name	Position title	Job class	Department	Job Status	Seniority Hours	Date of hire within the University
1990-08-06	Donald	Beattie	Technician, Teaching and Laboratory Instrumentation	Class I	Biology	Full-time	52726	1990-08-06
1996-01-17	Michel	Harvey	Technician I	Class I	Biology	Full-time	51940	1996-01-17
1997-09-01	John	Davis	Technician I	Class I	Research Facilities	Full-time	48853	1992-08-16
1998-02-26	Christian	Bilodeau	Technician I	Class I	Service Centres	Full-time	48622.2	1998-02-26
1998-08-31	Alexandre	Vaira				Full-time	47159	1997-11-17
1998-09-21	Anna	Pagliuca	Technician, IT Operations	Class I	Voice Services and Operations	Full-time	47033	1980-05-05
2000-02-07	Laura	Silicani	IT Technician	Class I	Systems	Full-time	44527	2000-02-07
2001-07-16	Arthur	Simcoe	Technician	Class I	Information Technology	Full-time	41902	1993-04-16
2002-01-03	George	Brunetti	IT Technician	Class I	Systems	Full-time	41034	1988-10-17
2002-01-03	Neema	Chirwa	Technician I	Class I	Chemistry and Biochemistry	Full-time	40948	1993-09-01
2002-06-10	Bradford	Luckhart	Technician I	Class I	Mechanical, Industrial and Aerospace Engineering	Full-time	40243	2002-06-10
2002-06-01	Patrice	Bayne	Technician	Class I	Service Centres Main	Full-time	40145	1992-08-25
2002-09-16	William	Chicoine	Technician I	Class I	Economics	Full-time	39767	2002-09-16
2003-08-11	Gheorghe Dan	Duru	Electronic Technician	Class I	Economics	Full-time	38108	2003-01-20
2003-10-14	Mihai	Ciortea	Instrument and Teaching Lab Technician	Class I	Chemistry and Biochemistry	Full-time	37800	2001-09-01
1998-05-11	Marie	Simard	Technician I	Class I	Studio Arts	Full-time	37632	1993-09-20

SENIORITY DATE WITHIN THE BARGAINING UNIT	First Name	Last Name	Position title	Job class	Department	Job Status	Seniority Hours	Date of hire within the University
2004-06-21	Shung-Kei	Lau	Instrument and Lab Inventory Technician	Class I	Chemistry and Biochemistry	Full-time	34944	1997-08-28
2005-11-14	Spyro	Koukis	Technician	Class I	Information Technology	Full-time	33992	2005-02-28
2006-04-03	Lorena	Boju	Technician, Safety	Class I	Administration, Environmental Health and Safety	Full-time	33285	2000-06-01
2007-07-11	Henry	Szczawinski	Technician	Class I	Mechanical, Industrial and Aerospace Engineering	Full-time	30961	2001-09-10
2007-09-01	Marc	Champagne	Technician I	Class I	Biology	Full-time	30695	2005-01-17
2008-01-03	Kevin	Fong	Technician	Class I	Service Centre - MB and FB	Full-time	30093	2008-01-03
2008-06-01	Dilshad	Khan	Technician, IT	Class I	Service Centres Main	Full-time	29337	2004-08-16
2008-07-14	Jaime	Yeargans	Technician I	Class I	Mechanical, Industrial and Aerospace Engineering	Full-time	29127	2008-07-14
2008-08-11	Mark	Elie	Technician	Class I	Building, Civil and Environmental Engineering	Full-time	28987	2008-08-11
2008-08-18	Marlene	Lucas	Technician, Scene Shop Theatre	Class I	Theatre	Full-time	28952	2006-08-07
2007-09-24	Patrick	Visentin	Technician, Print Media	Class I	Studio Arts	Full-time	28259	1998-09-08
2009-04-01	Zeljko	Bulut	Technician, Physics Laboratory	Class I	Physics	Part-time	27818	2009-04-01

SENIORITY DATE WITHIN THE BARGAINING UNIT	First Name	Last Name	Position title	Job class	Department	Job Status	Seniority Hours	Date of hire within the University
2010-11-29	Sathiyabama	Kanaganayagam	Technician I	Class I	Biology	Full-time	24787	2002-12-12
2011-12-01	Paul	Eifert	Technician I	Class I	Service Centres	Full-time	24542	1985-03-18
2013-02-19	Brian	Cooper	Technician	Class I	Research Facilities	Full-time	24164	1992-03-02
2011-08-17	Cameron	Skene	Technician, Painting & Drawing/MFA Program	Class I	Studio Arts	Full-time	23471	1997-08-01
2012-01-03	John	O'Neil	Technical Supervisor Cinemas	Class I	Cinemas	Full-time	22785	2008-05-29
2012-07-09	Kevin	Moon	Technician I	Class I	Music	Full-time	21840	2005-10-18
2012-09-17	Tom	Simpkins	Technician I	Class I	Research Facilities	Full-time	21798	2011-09-28
2012-07-16	Mark	Mazumdar	Technician II	Class II	Cinemas and Events	Full-time	21763	2003-07-31
2012-08-01	Catherine	Levesque	Technician, Hazardous Waste Disposal	Class I	Administration, Environmental Health and Safety	Full-time	21721	2008-03-17
2012-12-17	Pina	Di Maio	Technician I	Class I	Service Desk and Training	Full-time	21056	2000-11-13
2013-07-01	Jean-Francois	Martin	Technical Supervisor Cinemas	Class I	Cinemas	Full-time	20055	2007-11-26
2013-08-12	Edward	Mayer	Technician	Class II	Service Centre - MB and FB	Full-time	19845	2008-09-02
2013-09-10	Hong	Guan	Lab Chemical Technician	Class I	Building, Civil and Environmental Engineering	Full-time	19698	2013-09-10
2013-11-06	Ted	Tucker	Technician, Media	Class I	Communication Studies	Full-time	19411	2010-09-13

SENIORITY DATE WITHIN THE BARGAINING UNIT	First Name	Last Name	Position title	Job class	Department	Job Status	Seniority Hours	Date of hire within the University
2014-02-10	Christina	St. Louis-Tulli	Technician, Safety	Class I	Administration, Environmental Health and Safety	Full-time	18935	2014-02-10
2014-03-24	Barry	Robinson	Lab Technician	Class I	Psychology	Full-time	18725	1993-03-01
1997-01-13	Luc	Demers	Technician, Lab Instrumentation	Class I	Building, Civil and Environmental Engineering	Full-time	18676	1995-11-27
2014-06-09	Alexandre	Page	Projectionist, IITS Cinemas	Class II	Cinemas	Full-time	18340	2001-09-05
2014-06-09	Joshua	Murphy	Projectionist, IITS Cinemas	Class II	Cinemas and Events	Full-time	18333	2006-06-15
2014-08-11	Roberto	Avila Perez	Laboratory Technician (Civil)	Class I	Building, Civil and Environmental Engineering	Full-time	18025	2014-08-11
2014-12-03	Marie-Pier	Laverdiere	Technician	Class I	Studio Arts	Full-time	17451	2014-12-03
2014-12-08	Robert	Carson	Teaching and Instrument Lab Technician	Class I	Biology	Full-time	17430	2005-05-02
2015-03-02	Brandon	Oliver	Technician I	Class I	Service Centres Main	Full-time	17010	2012-08-27
2015-03-02	Philippe	Cote	Media Equipment Technician	Class I	Communication Studies	Full-time	17010	2015-03-02
2015-03-30	Yoke Thoon	Jew	Technician, IT Operations	Class II	Voice Services and Operations	Full-time	16870	1993-09-08
2015-06-08	Roger	Belliveau	Technician, IT Operations	Class II	Voice Services and Operations	Full-time	16520	2015-06-08

SENIORITY DATE WITHIN THE BARGAINING UNIT	First Name	Last Name	Position title	Job class	Department	Job Status	Seniority Hours	Date of hire within the University
2015-08-03	Anastasia	Argiropoulos	Technician, Computer	Class I	Communication Studies	Full-time	16240	2012-08-06
2015-08-17	Mihai	Ursa	Technician, Audio Visual Services	Class I	Desktop Support	Full-time	16170	2015-08-17
2016-01-11	Zornitsa	Stoyanova	Teaching and Instrument Lab Technician	Class I	Biology	Full-time	15435	2005-02-20
2016-03-07	Andy	Shin-Pong	Technician, Welding and Manufacturing	Class I	Mechanical, Industrial and Aerospace Engineering	Full-time	15155	2016-03-07
2013-12-02	Raymond	Sahadeo	Architectural Technician	Class II	Strategic Planning and Development	Full-time	14945	2013-07-23
2016-05-16	Diederik	Van den Weghe	Technician I	Class I	Mel Hoppenheim School of Cinema	Full-time	14805	2001-09-04
2016-10-11	Michael	Lockhart	Technician	Class I	Mechanical, Industrial and Aerospace Engineering	Full-time	14063	2000-05-01
2017-01-09	Christian	Guenole	Technician I	Class I	Electrical and Computer Engineering	Full-time	13608	2017-01-09
2012-08-14	Wentworth	Brookes	Lab Technician	Class II	Physics	Part-time	13459.6	2000-07-18
2017-02-13	Christopher	Latchem	Technician	Class I	Research Facilities	Full-time	13433	1998-09-21
2017-06-05	Chafic	Brikho	Technician I	Class I	Electrical and Computer Engineering	Full-time	12873	2010-11-07
2017-10-02	Marc	Deschamps	IT Technician	Class I	Systems	Full-time	12278	2017-10-02

SENIORITY DATE WITHIN THE BARGAINING UNIT	First Name	Last Name	Position title	Job class	Department	Job Status	Seniority Hours	Date of hire within the University
2017-12-18	Sean	Cooney	Technician, Technology Sandbox	Class I	Systems	Full-time	11893	2014-03-10
2018-03-26	Elvis	Tzanetakos	Technical Coordinator	Class II	FAS Academic Facilities	Full-time	11403	2015-04-24
2018-05-07	Ehab	Shehata	Coordinator, Technical/Contract	Class I	Prog., Opt. & Ext. Contracts	Full-time	11193	2011-02-02
2018-10-01	Sergey	Blagovechshenskiy	Technician, IT Operations	Class II	Voice Services and Operations	Full-time	10458	2018-10-01
2019-01-14	Alexander	McGilton	Laboratory Technician	Class I	Building, Civil and Environmental Engineering	Full-time	9933	2019-01-14
2019-06-03	Cheng Mian	Ma	Technician	Class I	Building, Civil and Environmental Engineering	Full-time	9233	2019-06-03
2019-06-17	Alexis	Gosselin	Laboratory Technician	Class I	Building, Civil and Environmental Engineering	Full-time	9163	2006-06-27
2019-06-17	Steven	Burgess	Technician II	Class II	Cinemas and Events	Full-time	9163	2016-10-21
2019-08-05	Mike	Pagones	Technician	Class I	Service Desk and Training	Full-time	8918	2014-08-17
2019-08-12	Antonio	Maraventano	Technician II	Class II	Service Centres	Full-time	8883	2014-07-07
2019-08-19	Jorris	Moreau	Technician	Class I	Electrical and Computer Engineering	Full-time	8848	2019-08-19
2019-11-06	Jennifer	Romero	Instrument and Laboratory Technician	Class I	Chemistry and Biochemistry	Full-time	8449	2019-11-06

SENIORITY DATE WITHIN THE BARGAINING UNIT	First Name	Last Name	Position title	Job class	Department	Job Status	Seniority Hours	Date of hire within the University
2020-01-06	Ivon	Vassileva	Technician, Animal Care	Class I	Animal Care Facility	Full-time	8148	2020-01-06
2020-01-27	Brinthan	Gunaratnam	Technician	Class I	Service Desk and Training	Full-time	8043	2020-01-27
2020-01-27	Mathieu	Laflamme	Coordinator, Technical/Contract	Class I	Prog., Opt. & Ext. Contracts	Full-time	8008	2006-04-03
2021-01-18	Kerri	Warbanski	Chemical Technician	Class I	Chemical and Materials Engineering	Full-time	7623	2020-01-06
2019-05-06	Duncan	Chisholm	Technician, Health and Safety	Class I	Office of the Dean	Full-time	6496	2004-10-01
2021-07-19	Monique	Deschamps	Technician, Sculpture Program	Class I	Studio Arts	Full-time	5978	1992-12-07
2021-07-19	Benoit	Chausse	Technician Intermediate	Class I	Studio Arts	Full-time	5348	2002-09-09
2021-08-02	Erik	Huang	Technician I	Class I	Mechanical, Industrial and Aerospace Engineering	Full-time	5278	2015-12-01
2022-01-10	Kris	Cataldi	Technician I	Class I	Service Centre - Hall	Full-time	4473	2010-09-07
2022-01-10	Martin	Tremblay	Coordinator, Technical	Class I	Prog., Opt. & Ext. Contracts	Full-time	4473	2019-01-07
2022-02-21	Hai Tao	Yan	Technician I	Class I	Chemistry and Biochemistry	Full-time	4263	2022-02-21
2022-03-28	Synneva	Furuli	Technician, Design and Manufacturing	Class I	Mechanical, Industrial and Aerospace Engineering	Full-time	4088	2022-03-28

SENIORITY DATE WITHIN THE BARGAINING UNIT	First Name	Last Name	Position title	Job class	Department	Job Status	Seniority Hours	Date of hire within the University
2022-05-24	Romeo	Quinteros	Technician, Computer User Services	Class I	Information Technology	Full-time	3801	2022-05-24
2022-07-11	Alexandre	Nguyen	Computer Technician	Class I	Information Technology	Full-time	3563	2022-07-11
2022-08-29	Nathan	Crozier	Evening Technician	Class II	Service Centre - Loyola	Full-time	3318	2021-08-09
2022-08-29	Omar	Dargazli	Technician	Class II	Service Centre - MB and FB	Full-time	3318	2021-08-30
2022-10-24	Rafael	Juarez	Technician	Class I	Mechanical, Industrial and Aerospace Engineering	Full-time	3038	2022-10-24
2021-11-22	Suiyang	Li	Technician, Clinical Analysis Suite	Class I	General Administration, PERFORM Centre	Part-time	2830.8	2021-12-06
2022-12-05	Rif	Fatikhov	Laboratory Technician	Class I	Building, Civil and Environmental Engineering	Full-time	2828	2022-12-05
2022-12-19	Sabrina	Brunetti	Technician, Teaching and Laboratory Instrumentation	Class I	Biology	Full-time	2758	2011-09-01
2022-12-19	Melany	Arsenault	Technician	Class I	Studio Arts	Full-time	2499	2012-10-27
2023-02-13	Marc	Allard	Technician, Audio Visual Services	Class I	Teaching Learning Collaboration	Full-time	2478	2023-02-13
2023-04-10	Mario	Gaudio	Evening Technician	Class II	Service Centre - Hall	Full-time	2198	2015-12-01
2023-05-08	Juniper	McIntyre	Technician II	Class II	Service Centre - Hall	Full-time	2058	2022-12-22
2023-09-11	Megan	Stein	Technician, Print Media	Class I	Studio Arts	Full-time	1428	2020-01-06

SENIORITY DATE WITHIN THE BARGAINING UNIT	First Name	Last Name	Position title	Job class	Department	Job Status	Seniority Hours	Date of hire within the University
2023-10-16	Fiona Brianne	Gregg	Technician, Painting & Drawing/MFA Program	Class I	Studio Arts	Full-time	1253	2021-05-29
2024-01-08	Amanda	Brown	Technician, Animal Care	Class I	Animal Care Facility	Full-time	833	2020-10-19
2024-01-30	Kevin	Jacobs	Evening Technician	Class II	Service Centres Main	Full-time	721	2016-08-25
2023-05-08	Daniel	Abou Bakr	Technician	Class I	Service Centres Main	Full-time	602	2021-08-30
2024-02-26	Zijian	Liu	Technician	Class I	Information Technology	Full-time	588	2022-07-18
2024-03-11	Frank	Parent	Technical Coordinator, Fire Prevention	Class II	Campus Safety and Prevention Services	Full-time	518	2000-08-11
2024-03-18	Stefan	Russo	Technician	Class I	Information Technology	Full-time	483	2021-08-09
2024-06-10	Simon	Deverson	Technician	Class I	Information Technology	Full-time	63	2024-06-10

APPENDIX D EMPLOYMENT EQUITY

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

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

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

APPENDIX E LETTER OF CERTIFICATION

**Syndicat des employé(e)s de soutien de l'Université
Concordia - secteur technique (CSN) Concordia University
union of support staff technical sector (CSN) pour représenter :**

**« Tous les employés classifiés comme techniciens, salariés
au sens du Code du travail. »**

De : Université Concordia

1455, boulevard De Maisonneuve Ouest, bureau 121
Montréal (Québec) H3G 1M8

Établissements visés :
Tous ses établissements
AM-1001-3597.

APPENDIX F DEFERRED SALARY LEAVE PLAN CONTRACT

(Sample of the contract)

1. DEFINITIONS

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

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

2. DEFERRED SALARY

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

3. INCOME TAX

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

4. WITHDRAWAL

- 4.01 A participating employee who, during their participation in the DSLP:
- a) ceases to be employed by the University;
 - b) is not working because of an extended maternity leave, a work accident, a long-term disability leave or other authorized leave;
 - c) retires or dies,
- is deemed to no longer belong to the DSLP effective on the cessation of employment, leave, retirement or death.

- 4.02 Participating employees may withdraw from the DSLP at any time during the deferral period upon one (1) month's prior written notice to the University.
- 4.03 Upon withdrawal, according to 4.01 or 4.02, the participating employee, or their estate, will receive the aggregate deferred salary, plus accumulated interest, if any, in their account in the trust fund within thirty (30) days of the withdrawal or reception of the notice of withdrawal, whichever is the case. Any such sum is subject to the required deductions.

5. POSTPONEMENT OF A LEAVE

- 5.01 Due to necessity, the University may require that a participating employee entitled to leave defer the leave from the agreed date. The University will so notify the employee in writing at least six (6) months prior to the leave, stating the reasons for its request. The University cannot request that a participant postpone their leave without a valid reason. It must also reimburse the employee any non-refundable deposit that they made towards enrolment in an education institution. For this purpose, the participant will provide the University with the official receipts from the institution to support their claim.
- 5.02 A participating employee may request that the University defer their deferred salary leave. The request must reach the University at least six (6) months prior to the date of the start of the leave. The University may accept requests with shorter notice at its discretion.
- 5.03 In the case of maternity leave during the deferred salary leave, participation in the plan is suspended for a maximum of twenty (20) weeks.

DEFERRED SALARY LEAVE PLAN

CONTRACT BETWEEN

CONCORDIA UNIVERSITY

(herein referred to as "the University")

and

Family name _____

Surname _____

(herein referred to as "the employee")

DURATION OF THE CONTRACT

A. The present contract will come into force on _____ and
expires on _____

B. The length the leave is _____,
namely, from _____ to _____

SALARY

C. During each of the years of the contract, the employee will
receive _____% of their salary.

IN WITNESS THEREOF, the Parties signed, in Montreal, province of Quebec,

on the _____ of the month of _____, 20__.

Concordia University

Employee

LETTER OF AGREEMENT # 1 Application of Clause 7.08

Between: Concordia University

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

Subject: Application of clause 7.08

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

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

The solution may include, amongst others:

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

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

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

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

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

Are exempt from the procedure described above:

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

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

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

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

BETWEEN Concordia University

Hereinafter «The University»

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

Hereinafter «The Union»

The parties agree to the following:

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

LETTER OF AGREEMENT 2024-001

Between

Concordia University

(hereafter the "University")

AND

**Syndicat des employé(e)s de soutien de l'Université Concordia - secteur technique
(CSN) Concordia University Union of Support Staff - Technical sector (CSN)**

(hereafter the "Union")

Collectively the "Parties"

WHEREAS the University and the Concordia University Union of Support Staff - Technical sector (CSN) (CUUSS-TS) have agreed during the negotiation of the renewal of the Collective Agreement expiring May 31, 2023, to discuss the working conditions of seasonal employees;

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

WHEREAS seasonal employees are considered to be permanent part-time employees.

THE PARTIES HAVE AGREED TO THE FOLLOWING:

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

employee in this position has employment security, the employee receives severance pay equivalent to one (1) month of salary per year of seniority, up to a maximum of twelve (12) months.

6. Vacation days are paid at the end of the period of work, in accordance with the terms of clause 22.04 and the contributions to the benefits program for the corresponding period are maintained for the employee and the University. Notwithstanding the above, the seasonal employee may avail themselves of ten (10) days of vacation during the period worked upon agreement with their immediate supervisor regarding the dates. If the operational needs allow it, the immediate supervisor can authorize the seasonal employee that makes the request to use more vacation days during their work period. In that case, the payment of vacation days is reduced by the equivalent number of vacation days used.
7. Tuition fee waivers provided in Article 27 of the Collective Agreement are prorated to the duration of the seasonal employee's work. The waivers may be used during the period not worked.
8. The seasonal employee may if they wish, avail themselves of the possibility to spread out their annual salary over the full year, including the period during which they are laid off. To do so, the employee must inform Payroll Services in writing thirty (30) days before the beginning of their yearly work period. In such a case, the participation of the employee in the collective insurance plan is maintained over the full year and the employee as well as the University contribute their respective portions of the premiums. However, premiums paid by the University for the long-term disability insurance are laid out over the full year.
9. For the purpose of the applying paragraph 23.22 c), the period not paid is considered an unpaid leave.

LETTER OF AGREEMENT 2024-002

Between

CONCORDIA UNIVERSITY

(Hereinafter referred to as «**the University**»)

And

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

(Hereinafter referred to as «**the Union**»)

And collectively referred to as the « **Parties** »

WHEREAS the Union has new accreditation and a new membership following the decision of the Ministry of Labour on April 3, 2024

WHEREAS the parties agreed on new definitions for the renewal of the Collective Agreement to integrate the new accredited members;

WHEREAS the difficulties the Parties have encountered to obtain the information necessary to determine the status of the new members;

WHEREAS the parties wish to have a smooth transition and integration of the new accredited members.

THEREFORE, the Parties agree as follows:

1. The preamble is an integral part of the present Letter of Agreement (hereinafter referred to as the « **Agreement** »);
2. In order to discuss the transition of different employment statuses, a joint committee composed of two (2) representatives of the Union and two (2) representatives of the University is set up within the following ten (10) days signature of the Collective Agreement. The committee is mandated to do the following:
 - a. To calculate the seniority of the temporary, seasonal and casual employees and to determine their place on the seniority list;
 - b. To discuss and attempt to resolve any issue or dispute that arises in the context of integration, including issues surrounding the determination of employment status;
3. The joint committee meets on a regular basis, at least once (1) a month or as needed;

4. The Parties meet in the sixth (6th) month and the twelfth (12th) month of application of this agreement in order to take stock of the situation, particularly regarding casual employees;
5. This agreement remains in force until the expiration of the collective agreement, expiring on May 31, 2026.

LETTER OF AGREEMENT 2024-003

Between

CONCORDIA UNIVERSITY

(Hereinafter referred to as «**the University**»)

And

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

(Hereinafter referred to as «**the Union**»)

And collectively referred to as the « **Parties** »

WHEREAS the Union has new accreditation and a new membership following the decision of the Ministry of Labour on April 3, 2024

WHEREAS that the Parties have agreed on the working conditions for temporary employees, including that they obtain permanent status after thirty-six (36) months;

WHEREAS seven (7) temporary employees have been employed for more than thirty-six (36) months;

WHEREAS that the integration of temporary employees is subject to the approval of the University following the signing of the collective agreement;

WHEREAS the parties wish to have a smooth transition and integration of the new accredited members.

THEREFORE, the Parties agree as follows:

1. The preamble is an integral part of the present Letter of Agreement (hereinafter referred to as the « **Agreement** »);
2. The calculation of the thirty-six (36) months begins as of June 1st, 2023 for all temporary employees.
3. Notwithstanding the preceding paragraph, the University will evaluate positions for employees whose contracts have been renewed for more than three (3) consecutive years to determine if they become permanent positions.
4. If a temporary position becomes permanent, the terms of Article 2.05 shall apply with respect to the transfer to a permanent position.
5. In the event that the position remains temporary, the employee retains their status as a temporary employee for the duration of their contract and in accordance with Article 2.05.
6. This Letter of Agreement remains in effect until May 31, 2026.

**REGARDING FLEXIBLE MEASURES FOR REDUCED WORKING HOURS BEFORE
RETIREMENT**

Between

CONCORDIA UNIVERSITY

(Hereinafter referred to as «**the University**»)

And

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

(Hereinafter referred to as «**the Union**»)

And collectively referred to as the « **Parties** »

WHEREAS the parties had discussions about gradual retirement during the negotiations to renew the 2021-2023 Collective Agreement.

WHEREAS The Parties recognize the benefits to be gained from providing the employees with the opportunity to benefit from gradual retirement.

The Parties agree as follows:

1. The preamble forms an integral part of this Letter of Agreement;
2. An employee who is at least fifty-five (55) years old, and who has completed ten (10) years of service, may choose to take gradual retirement over a maximum period of two (2) years;
3. A request for gradual retirement must be submitted in writing to the immediate supervisor at least three (3) months prior to the starting date of gradual retirement. Such request is assessed according to the need of the department. In the case of multiple applications within the same department, seniority prevails.
4. The request is accompanied by a commitment from the employee that they will retire at the end of their gradual retirement;
5. The University will not be required to replace (e.g. with a temporary employee) an employee on gradual retirement during the day(s) when the employee is absent;
6. The employee benefiting from gradual retirement can reduce their workweek by seven (7) or fourteen (14) hours;

During the period of gradual retirement, the employee will receive the wages for hours worked. The other conditions of employment provided for in the Collective Agreement will be prorated based on the number of hours worked;

An employee who finishes a period of gradual retirement cannot take advantage of clause 32.04;

7. This Letter of Agreement is effective from the signing of the collective agreement and expires on May 31, 2026.