

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**CONCORDIA UNIVERSITY**

**AND**

**CONCORDIA UNIVERSITY LIBRARY EMPLOYEES' UNION (CSN) - SYNDICAT  
DES EMPLOYÉ(E)S DES BIBLIOTHÈQUES DE L'UNIVERSITÉ CONCORDIA  
(CSN)**

**June 1<sup>st</sup>, 2023 to May 31<sup>st</sup>, 2026**

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## Table of contents

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ARTICLE 1	PURPOSE OF THE AGREEMENT .....	4
ARTICLE 2	UNION RECOGNITION .....	4
ARTICLE 3	DEFINITION OF TERMS AND INTERPRETATION .....	4
ARTICLE 4	MANAGEMENT RIGHTS AND OBLIGATIONS.....	8
ARTICLE 5	NON-DISCRIMINATION.....	8
ARTICLE 6	CIVILITY, HARASSMENT AND SEXUAL HARASSMENT .....	8
ARTICLE 7	UNION MEMBERSHIP .....	9
ARTICLE 8	UNION ACTIVITIES .....	11
ARTICLE 9	GRIEVANCE AND ARBITRATION PROCEDURE.....	16
ARTICLE 10	SENIORITY.....	19
ARTICLE 11	EMPLOYMENT SECURITY AND DISPLACEMENT PROCEDURE .....	24
ARTICLE 12	LAY-OFF AND RECALL .....	26
ARTICLE 13	JOB POSTING, SELECTION AND MOVEMENT OF PERSONNEL.....	28
ARTICLE 14	HEALTH AND SAFETY .....	33
ARTICLE 15	SUBCONTRACTING .....	36
ARTICLE 16	DISCIPLINARY AND ADMINISTRATIVE MEASURES .....	36
ARTICLE 17	PERSONNEL FILES .....	37
ARTICLE 18	GENERAL.....	37
ARTICLE 19	JOB DESCRIPTIONS .....	38
ARTICLE 20	HOURS OF WORK AND WORK SCHEDULES. ....	39
ARTICLE 21	OVERTIME.....	46
ARTICLE 22	CALL BACK TO WORK.....	48
ARTICLE 23	PREMIUMS .....	48
ARTICLE 24	HOLIDAYS .....	49
ARTICLE 25	SOCIAL LEAVES AND PERSONAL LEAVES .....	51
ARTICLE 26	VACATION.....	54
ARTICLE 27	PARENTAL LEAVE.....	58
ARTICLE 28	LEAVE WITHOUT PAY .....	67
ARTICLE 29	PUBLIC SERVICE ABSENCES .....	69
ARTICLE 30	UNIVERSITY CLOSINGS.....	69
ARTICLE 31	WAIVER OF TUITION.....	70
ARTICLE 32	OCCUPATIONAL INJURIES.....	72

ARTICLE 33	TECHNOLOGICAL CHANGE .....	73
ARTICLE 34	TRAINING AND DEVELOPMENT.....	74
ARTICLE 35	CLASSIFICATION AND WAGES .....	75
ARTICLE 36	GROUP INSURANCE AND PENSION PLAN.....	76
ARTICLE 37	SICK LEAVE.....	77
ARTICLE 38	STUDY LEAVE .....	78
ARTICLE 39	EARLY RETIREMENT .....	80
ARTICLE 40	DEFERRED SALARY LEAVE.....	80
ARTICLE 41	AMENDMENTS TO THE COLLECTIVE AGREEMENT .....	82
ARTICLE 42	APPENDICES AND LETTERS OF AGREEMENT .....	82
ARTICLE 43	STRIKE AND LOCK-OUT.....	82
ARTICLE 44	DURATION OF THE COLLECTIVE AGREEMENT AND RETROACTIVITY .....	82
APPENDIX A	JOB CLASS DESCRIPTIONS .....	86
APPENDIX A.1	JOB CLASS DESCRIPTIONS .....	90
APPENDIX B	SALARIES.....	93
APPENDIX C	SENIORITY LIST.....	96
APPENDIX D	CERTIFICATE OF ACCREDITATION .....	98
APPENDIX E	AUTHORIZATION FOR THE DEDUCTION OF UNION DUES.....	102
APPENDIX F	DEFERRED SALARY LEAVE CONTRACT.....	103
	Letter of agreement #1.....	104
	Letter of Agreement #2 .....	105
	Letter of Agreement #3.....	107
	Letter of Agreement # 4 .....	109
	Letter of agreement # 5.....	111
	Letter of Agreement #6 .....	114
	Letter of Agreement #7.....	117

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**ARTICLE 1 PURPOSE OF THE AGREEMENT**

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- 1.01 It is the purpose of this Collective Agreement:
- a) to promote orderly relationships between the University, the Union, and all Employees covered by this Collective Agreement in order to provide library services and to maintain equitable and just working conditions;
  - b) to promote the security and welfare of the Employee;
  - c) to assure the discharge of duties in a reasonable manner;
  - d) to favour the prompt and fair settlement of grievances.

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**ARTICLE 2 UNION RECOGNITION**

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- 2.01 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.
- 2.02 The tasks usually performed by Employees covered by the present Collective Agreement cannot be regularly done by people outside the bargaining unit as defined in the certificate of accreditation.
- 2.03 In order to be valid, all agreements subsequent to the signature of the present Collective Agreement, among one, several or all of the Employees and the University that modify the present Collective Agreement must receive the written approval of the Union.
- 2.04 The present Collective Agreement applies to all Employees covered by the certificate of accreditation issued by the Ministry of Labour to the Concordia University Library Employees' Union (CSN) – Syndicat des employé(e)s des bibliothèques de l'Université Concordia (CSN).
- The text of the certificate of accreditation appears in Appendix D.
- The Job Classes and examples of positions are enumerated in Appendix A and Appendix A.1 of the Collective Agreement.

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**ARTICLE 3 DEFINITION OF TERMS AND INTERPRETATION**

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- 3.01 For the purposes of applying the present Collective Agreement, the following terms are defined as follows:

a) **Employee:**

means any person employed by the University who is covered by the certificate of accreditation issued by the Ministry of Labour of Quebec, as appears in Appendix D.

b) **Permanent Employee:**

means any Employee who has successfully completed the probationary period provided in Article 10.02 a) i).

c) **Permanent Part-time Employee:**

means any Employee who regularly works a determined number of hours, but not more than twenty-eight (28) hours per week.

The Permanent Part-time Employee benefits, on a pro-rated basis according to their regular work schedule, from all the rights and advantages of the Collective Agreement.

d) **Probationary Employee:**

means any Employee who has not yet completed the probationary period provided in Article 10.02 a) i).

e) **Temporary Employee:**

1) **Replacement Employee:**

means any Employee who is hired, on a temporary basis, to fill a Vacant Position, or a position which is temporarily vacated by its incumbent for one of the following reasons:

- a work-related illness or accident;
- illness or accident;
- vacation;
- parental leave;
- authorized leave;
- temporary assignment.

This Employee is laid off and placed on the recall list provided in Article 12.04 when the Vacant Position is filled or when the incumbent is reinstated.

2) **Supernumerary Employee:**

means any Employee who is hired to meet a work surplus not exceeding six (6) months or to serve a function in the framework of a special project not exceeding nine (9) months. The duration of the work surplus or the special project must be communicated in writing to the Union and cannot in any way exceed the time limit outlined above unless there is an agreement between the Parties.

After the time limit outlined in the preceding paragraph, the Supernumerary Employee must be laid off and is placed on the recall list provided in Article 12.05.

f) **Seasonal Employee:**

means any Employee hired for a period normally of at least twenty (20) consecutive weeks but not more than thirty-eight (38) weeks in one year. This Employee usually works part-time. The Seasonal Employee is automatically laid off at the end of their employment period and is placed on the recall list provided in Article 12.05.

g) **CULEU Supervisor:**

Means an Employee who, under the direction of the Unit Head, oversees the day-to-day operations of the unit and assists with training. This employee has no management authority including disciplinary powers.

h) **Unit Head :**

Means the person representing the University, a supervising librarian, or a manager, as the case may be, and who constitutes the first level of authority with regard to the Employee.

3.02 For the purposes of applying the present Collective Agreement, the following terms are defined as follows:

a) **University:**

means Concordia University.

b) **The Union:**

means the Concordia University Library Employees' Union (CSN) – Syndicat des employé(e)s des bibliothèques de l'Université Concordia (CSN)

c) **The Parties:**

means the University and the Union.

d) **The Libraries:**

means all those areas and functions which fall within the administrative jurisdiction of the University Librarian in accordance with the certificate of accreditation.

The term "library" means either the Vanier or Webster library.

e) **Spouse:**

Means the 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.

f) **Vacant Position:**

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

g) **Job Class:**

The Job Classes are those which appear in Appendix A and Appendix A.1 of the Collective Agreement.

h) **Required Qualifications:**

means the qualifications for each Job Class as they appear in Appendix A and Appendix A.1 of the Collective Agreement.

i) **Work Sector:**

means the positions grouped in accordance with the list of Work Sectors. The University shall provide the Union with this list, including any modification and the dates of implementation of these modifications. The University agrees to post this list for the duration of the Collective Agreement and to update the list every two (2) months.

The University determines the positions and the Work Sectors.

j) **Transfer:**

means a voluntary change of position within the same Job Class or to a lower Job Class.

k) **Promotion:**

means a change of position to a higher Job Class.

- 3.03 For the purposes of interpreting the Collective Agreement, the feminine or the masculine shall include the feminine and the masculine to the extent that the context permits.
- 3.04 For the purposes of interpreting the Collective Agreement, an absence without loss of pay shall not involve any loss of rights or privileges provided by the Collective Agreement.

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**ARTICLE 4 MANAGEMENT RIGHTS AND OBLIGATIONS**

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- 4.01 The administration of the Libraries remains vested in the University and shall not be exercised contrary to any 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 including that outlined in Article 14.17 b) and agrees not to institute any claims against the Employee on this account.

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**ARTICLE 5 NON-DISCRIMINATION**

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- 5.01 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 including 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 constitutes 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.

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**ARTICLE 6 CIVILITY, HARASSMENT AND SEXUAL HARASSMENT**

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6.01 **Civility Statement**

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 Unit Head 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 or to the Manager, Office of the University Librarian. In such a case, the Parties will discuss the appropriate resolution process.

**6.02 Harassment**

Harassment means any unilateral and unwanted behaviour that exerts undue pressure upon a person with the intent or effect of either ridiculing them, or humiliating them, or showing disrespect towards them, and that compromises their right to fair and reasonable work conditions and their right to dignity.

6.03 Harassment also includes the abuse of authority or the improper use of power which may undermine an Employee's job performance. It may include such acts as intimidation, threats, blackmail, or coercion.

6.04 Sexual harassment means any unilateral and unwanted behaviour with sexual overtones that exerts undue pressure upon a person with the intent or effect of either obtaining sexual favours or ridiculing their sexual characteristics, and that compromises their right to fair and reasonable work conditions, and their right to dignity.

6.05 The Union and the University recognize that every Employee is entitled to work in a climate that is free from harassment and sexual harassment.

6.06 The University shall take action to ensure that harassment or sexual harassment does not occur.

6.07 This Article does not restrict the authority of those charged with supervisory responsibilities.

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**ARTICLE 7 UNION MEMBERSHIP**

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7.01 As a condition of continued employment, Employees who are members of the Union at the date of signature of this Collective Agreement and Employees who become members at a later date must remain members of the Union for the duration of this Collective Agreement.

7.02 a) Each new Employee must, as a condition of employment, sign an authorization for the deduction of union dues, the text of which appears in Appendix F, and must become a Union member commencing from their date of hire by signing a membership card.

The Union will arrange for them to sign a membership card.

- b) For the purposes of Article 7.02 a), a thirty (30) minute meeting is provided in a convenient, confidential location between a new Employee and their union delegate or in their absence, the delegate's replacement. This meeting must take place within thirty (30) working days following the hiring notice sent to the Union or the start date, whichever comes the latest. The scheduling of this meeting will be arranged with the Unit head concerned and the Union.
- 7.03 The University is not required to discharge or 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.
- 7.04 The University deducts from each Employee's pay cheque in each pay period, an amount equal to the union dues.
- 7.05 New Employees pay dues beginning with the first (1<sup>st</sup>) complete pay period following their date of hire.
- 7.06 The Union advises the University of any modification in union dues at least ten (10) working days prior to the date on which the University implements such change on the pay cheques.
- 7.07
- a) Every month, the University sends to the Union Treasurer, within a period not exceeding ten (10) working days from the last pay date of the month, the money which has been collected, and an alphabetical list of the Employees' names, the amount deducted from each Employee, as well as their Work Sector.
  - b) The University indicates on the T4 and Relevé-1 slips the union dues collected from each Employee.
- 7.08 All correspondence concerning union dues will be between the University and the Union Treasurer.
- 7.09 Within thirty (30) days of the signing of the present Collective Agreement, the University provides the Union with a list of Employees in the bargaining unit. The list will contain the following information:
- a) name and address;  
The Union will only use the home address information to contact an Employee, and agrees to keep it confidential.
  - b) Job Class and step;
  - c) position (title, number, Department/Work Sector);
  - d) status (for Temporary Employees or Seasonal Employees, projected period of hire);

e) date of hire.

- 7.10 The list described in article 7.09 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 ten (10) working days.
- 7.11 Upon written request from the Union, the University provides, within ten (10) working days of receiving the request, all requested information which is pertinent to the bargaining unit, such as a list of vacant positions, abolished positions and deferrals, and job descriptions. If the information requested is not deemed pertinent to the bargaining unit, the University will inform the Union within the delay mentioned above.
- 7.12 The Union has access to the University's computers in a place specified by the University during regular hours of use, subject to availability. Access outside of regular hours is permitted with the University Librarian's authorization.

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**ARTICLE 8      UNION ACTIVITIES**

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- 8.01 a) The Parties recognize twelve (12) union delegates and their substitutes. The Union shall decide on the distribution of these delegates and will inform the University as provided in Article 8.01 c).
- b) No union officer or delegate leaves their assigned place of work without having made the necessary arrangements with the Unit Head concerned or the designated representative of the Unit Head. Such consent cannot be withheld without a valid reason.
- c) The Union informs the University Librarian in writing, of the names and assignments of the Employees elected or named to represent the Union, be their officers, union delegates, and/or members of the different committees recognized by the present Collective Agreement. Thereafter, any change to the said list is sent the same way.
- d) Subject to Article 8.01 b), notices of leave by virtue of the present Article are sent to the Unit Head concerned or their representative at least five (5) days before the absence. However, notices of leave by virtue of Article 8.04, and under unforeseen circumstances where the above delay cannot be respected, are sent three (3) working days before the absence.

This notice indicates the name of the Employee and the duration of the absence.

Should it happen that, due to unforeseen circumstances, the notice has not been given, the University may grant such leaves of absence or request that an alternate delegate be named.

The Union provides the Library Administration Office with information pertaining to all leaves for union activity.

- e) It is understood 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.
- f) Any union member can be accompanied by a union delegate to a meeting with, or when summoned by, a University representative for any matter relating to the interpretation or application of the Collective Agreement. If no union representative is available, the meeting must be postponed at a time that suits all the parties.
- g) The University provides an office, furnished and maintained, for the exclusive use of the Union, for purposes of administration. The furniture initially provided by the University becomes the property of the Union from the date of acquisition. The University provides Internet access to the Union in accordance with its IT policies.
- h) The University agrees that the Union may use the internal mail service for all union correspondence.
- i) The photocopy machines which are available to the Union are the ones in the Mailroom, and those for which the Union is granted access. The University agrees that the Union may use the photocopying machines subject to their availability. The University shall bill the Union monthly for the cost of the copies.
- j) Any Employee affected by the present Article cannot be inconvenienced or suffer any prejudice for their activities.
- k) Any meeting with representatives of the University does not incur any loss of pay for the Employee concerned.

#### 8.02 **Negotiations Committee**

- a) The Union Negotiations Committee is composed of three (3) members named by the Union.
- b) The Employees forming the Negotiations Committee may each take ten (10) days of leave without loss of pay for the purpose of preparing the collective agreement project.

Once these days have been taken, absences are without loss of pay but are reimbursed by the Union.

- c) For each negotiation, conciliation, arbitration, or mediation meeting, the University grants the Negotiations Committee leave without loss of pay to attend such meetings.

In order to prepare for each meeting, the Negotiation Committee can be liberated without loss of pay for the equivalent of fifty percent (50 %) of the duration of the preceding meeting. These liberation hours can be taken once the bank in paragraph b) is expended.

- d) Members of the Negotiations 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.

### 8.03 **Grievance Committee**

- a) The University agrees to recognize a Union Grievance Committee, composed of three (3) members, one of which is the union delegate of the sector concerned.
- b) In order to conduct their inquiry, members of the Grievance Committee, after having informed their respective Unit Heads, are entitled to a reasonable length of time without loss of pay, to inquire into each grievance and/or prepare meetings with the University. They have access, if necessary, to that part of the building in which the grievance has allegedly taken place in order that they may make an inquiry on location of 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.

### 8.04 **Executive Committee**

The five (5) officers of the Union are granted leave from their duties without loss of pay but with reimbursement by the Union at the rate of one-half (1/2) day per week, for the purpose of Union administration, and this without accumulation.

### 8.05 **Union Council**

- a) The Union Council is made up of all the union officers, delegates, and members of the different committees provided for in the Collective Agreement.
- b) Ten (10) times during the year, Employees who make up the Union Council are entitled to be absent without loss of pay for one hour and fifteen (1h15) minutes to attend a union meeting. These hours shall be drawn from the bank provided for in Article 8.08. For the purpose of applying the present Article, the year begins January 1<sup>st</sup>.

#### 8.06 **Labour Relations Committee**

- a) The Parties agree that the purpose of the Labour Relations Committee is to provide a forum through which the Parties may exchange information and views on all matters concerning the functioning of the Libraries as well as labour relations. These matters may not necessarily be specifically covered by the terms of the Collective Agreement. The Parties also agree that this committee should not be used as a substitute for the grievance and arbitration procedure.
- b) The Committee shall be composed of six (6) members, three (3) of whom shall be nominated by the Union and three (3) by the University. The Committee shall convene upon request of one of the Parties (normally on a monthly basis) at a time and place agreed upon by the Parties. Each party shall advise the other in advance of the items it wishes to include on the agenda as well as the names of those Employees it feels should be asked to attend the meeting.
- c) When the Committee's attention is drawn to a problem, a union representative who is a member of the Committee is freed, without loss of pay, to verify on site with the Employee(s) concerned and the University representative, the working conditions which form the basis of the complaint.
- d) The Committee has the right to make recommendations as a result of its discussions, although it does not have the power to alter or amend the Collective Agreement or the Libraries' policies and procedures in any way. The recommendation of the Committee is submitted in writing to the Union Executive and to the University Librarian. The University Librarian advises the Committee in writing, within fifteen (15) working days, of their response to the recommendation.
- e) Before each Committee meeting, the Union representatives have one (1) hour without loss of pay, to prepare. In exceptional circumstances and after agreement with the University this time allotment may be extended.
- f) 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.

#### 8.07 **Health and Safety Committee**

- a) The University recognizes three (3) representatives of the Union as members of the parity health and safety committee (Library Area Health and Safety Committee).
- b) The Union representatives, after advising their respective Unit Heads or their representatives are entitled to a reasonable length of time without loss of pay to inquire into any health and safety problem and/or prepare for meetings with the University, within the framework of the parity committee.

#### 8.08 **Union Representation**

The Parties recognize that, in order for union officers and delegates to fulfill their responsibilities in the best way possible, leaves for union activity are necessary, and shall be granted as follows:

- a) The University grants the Union a bank of seventy-two (72) days or five hundred and four (504) hours of leave per year for union activity. For the purpose of applying this Article, the year begins June 1<sup>st</sup> and ends May 31<sup>st</sup>.
- b) The above-mentioned provisions shall apply to any leave for Union activity with the exception of those provided for in Article 8.03, 8.04, 8.06 and 8.07.
- c) Leaves for union activity which exceed the hours provided for in Article 8.08 a) shall be granted without loss of pay, but with reimbursement by the Union.

#### 8.09 **Leave for Union Functions**

- a) Upon written notice from the Union, the University grants leave without pay, to not more than one (1) Permanent full-time Employee for union service either as an employee, or in an elected position, within the Confederation des syndicats nationaux (CSN) or one of its affiliated bodies.
- b) The 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 sector where the Employee concerned works.
- c) If the Employee who is granted leave holds a non-elective 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.
- d) If the Employee on such leave holds an elective 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.
- e) An Employee on such leave does not have a right to the benefits of this 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.
- f) The Employee granted such leave 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 Article 8.09 d) they are considered as having resigned at the beginning of their leave.

- g) Upon their return to work the University will reinstate the Employee into the position they occupied at the moment their departure, or if their position has been abolished or posted, into an equivalent position.

However, positions vacated as the result of leave for union activity for a period not exceeding twenty-four (24) months shall not be considered Vacant Positions.

- h) The Employee granted leave by virtue of the present Article will continue to accumulate seniority for a maximum of twenty-four (24) months; seniority is thereafter maintained but does not accumulate.
- i) Notwithstanding the present Article, notices of leaves by virtue of Article 8.09 are sent to the University Librarian thirty (30) days in advance, and in unforeseen circumstances where the above-mentioned delay cannot be respected, the notice must be sent at least two (2) weeks in advance.

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**ARTICLE 9 GRIEVANCE AND ARBITRATION PROCEDURE**

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- 9.01 The Parties agree that a grievance shall be any disagreement respecting the interpretation or application of this Collective Agreement. The Parties agree that they shall endeavour to settle a grievance as promptly as possible.
- 9.02 Both Parties agree that before resorting to the grievance procedure, it is desirable for the Union, or an Employee accompanied by their union delegate, to discuss any labour relations problem with the University. The University representative must allow the presence of the union delegate who accompanies the Employee.
- 9.03 A technical error does not invalidate a grievance.
- 9.04
  - a) 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(s) or Articles in the Collective Agreement which is (are) concerned.
  - b) A grievance may be amended as long as the amendment does not alter the nature of the grievance. If the amendment is presented at the hearing, the arbitrator may decide to postpone the hearing in an effort to protect the rights of the Parties.
- 9.05 The discussions between the Parties concerning a grievance are held between the Grievance Committee and representatives of the University designated for this purpose. Nevertheless, the University representative with whom a grievance is discussed may invite another representative of the University to participate in the discussion.
- 9.06 The Employee who files a grievance has a right to be present at all stages of the grievance and arbitration procedure; however, the final settlement of a grievance will



take place between the Grievance Committee and the authorized representative(s) of the University.

- 9.07 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 concerned or any other Employees who serve as witnesses are granted leave, without loss of pay, in order to attend. Any meeting regarding a grievance, between members of the Grievance Committee and the Employees involved in the grievance, shall be held in a confidential location.

The time and reasonable duration of the meeting must be agreed to with the Unit Head. Moreover, Employees referred to in the preceding paragraph are granted a period of three (3) hours without loss of pay, within the two (2) weeks preceding the arbitration hearing.

- 9.08 An Employee who files a grievance must not in any way be penalized or inconvenienced as a result.

- 9.09 The Union may file a grievance on behalf of an Employee, a group of Employees, or all of the Employees. In such a case, the Union must conform to the procedure provided in Article 9.10.

- 9.10 For all grievances the University and the Union agree to conform to the following procedure:

- a) The Employee or the Grievance Committee representative files the grievance with the University Librarian, or their representative, with a copy to the Employee and Labour Relations Office and the Unit Head concerned, within fifty-five (55) working days of the event which gave rise to the grievance.

In the case of harassment, the grievance must be filed within two (2) years of the last occurrence of harassment.

In the case of dismissal or suspension, or when knowledge is acquired by the Union or the Employee after the incident, the grievance must be filed within twenty (20) working days of the dismissal, the suspension, or the knowledge of the incident by the Union or the Employee.

The burden of proof that knowledge was acquired subsequent to the incident rests with the Union and/or the Employee.

- b) At the request of either party, a meeting between the University and the Union shall take place within the twenty (20) working days following the filing of the grievance.

- c) The University Librarian or their representative must respond in writing to the Grievance Committee, within the thirty (30) working days following the receipt of the grievance. A copy of the response must also be sent to the Employee or Employees concerned.

9.11 In the case of disagreement between the Parties, the Union may submit the grievance to arbitration by giving notice to the Employee and Labour Relations Office, with a copy to the University Librarian or their representative, within thirty (30) working days following the expiry of the delay outlined in Article 9.10 c).

9.12 **Prescription**

A grievance is deemed to have been settled, that is to say the grievance is accepted as valid or that it is abandoned, at any stage of the grievance and arbitration procedure upon failure of either party to respond, or to proceed to the next step including arbitration procedure, within the time limits stipulated in this Article, unless it has been mutually agreed in writing to modify them.

9.13 **Arbitration Procedure**

- a) The Parties or their representatives must try to agree on the choice of arbitrator. Should agreement not be reached, one of the Parties will request that the arbitrator be named by the Ministry of Labour.
- b) The jurisdiction of the arbitrator is limited to conditions established in the present Collective Agreement, and in no case does the Arbitrator have the power to add to, subtract from or modify the Collective Agreement in any way. The decision of the arbitrator is final and binding on the Parties.
- c) In the event of arbitration on disciplinary measures, the arbitrator may uphold the decision of the University or reject it, or render any other decision they judge equitable under the circumstances.

The arbitrator may render any other fair and equitable decision under the circumstances as well as determine, if appropriate, the amount of compensation and/or damages to which an Employee unjustly treated may have the right.

- d) The fees and expenses of the arbitrator shall be divided equally between the Parties.

9.14 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.

9.15 **Mediation-arbitration**

- a) At any time and up until the day before the hearing, the parties may agree to proceed with the mediation-arbitration process. Articles 9.13 a) to d) apply, if applicable, with necessary adaptations.

At any time throughout the process, the parties may engage in discussions and reach an agreement for the resolution of a grievance.

- b) The mediator-arbitrator is an impartial person who assists the parties in finding their own solutions. They act as a resource-person to facilitate the conclusion of an agreement. Their role involves facilitating and guiding exchanges that can help the concerned parties resolve the dispute themselves.
- c) Any agreement is recorded in writing, signed by the parties, and submitted, if the parties consent, to the mediator-arbitrator.
- d) If mediation-arbitration does not lead to a mutually acceptable agreement, the parties acknowledge that the mediator-arbitrator is validly seized of the grievances under the *Labor Code* and has the authority to decide by arbitral award. Before rendering a decision, the mediator-arbitrator must allow the parties and their witnesses, if desired, to be heard.
- e) The parties may also agree on any other alternative method of resolving grievances.

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**ARTICLE 10 SENIORITY**

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10.01 **Accumulation 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.
- b) For the Permanent Part-time Employee, seniority is accumulated on the basis of hours worked, subject to Article 10.03, a day being equal to seven (7) hours.
- 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) For the Temporary Employee or Seasonal Employee, seniority is accumulated on the basis of hours worked, or considered as having been worked, subject to Article 10.03 c), a day being equal to seven (7) hours.

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 or Seasonal Employee.

- e) The Temporary Employee or Seasonal Employee who obtains a position in conformity with Article 13.01 is credited with the seniority accumulated as a Temporary Employee or Seasonal Employee once their probationary period has been completed.

However, only seniority accumulated as incumbent in a position can be considered as seniority or active service for purposes of employment security.

- f) Overtime worked by an Employee is not considered for the purposes of calculating seniority.

#### 10.02 Probationary and Trial Period

- a) Probationary Period

- i) **Permanent Employee**

- 1) The probationary period for a new Employee is sixty (60) days worked. The Parties recognize that during the probationary period, the new Employee shall receive appropriate assistance and training in order to facilitate adaptation to their position.
    - 2) In the middle of the probationary period, the Unit head shall make a written progress report and will have a formal interview with the Employee to discuss said report.
    - 3) The new Employee whose services are no longer required during the probationary period is entitled to a written notice of ten (10) working days or two (2) weeks' salary if there is no notice.

If the Probationary Employee held the status of Temporary Employee or Seasonal Employee prior to the above-mentioned period, their name is placed again on the recall list, as well as receiving the notice mentioned in the preceding paragraph. In such a case, the University is not obliged to recall the Employee for the same position or a similar position. The days worked during a probationary period are added to those already accumulated.

In both cases, the Union is advised in writing at the same time as the Employee.

- 4) Probationary Employees have access to the grievance and arbitration procedure, except in the case of lay-off and firing.

- 5) The Temporary Employee who obtains a position in accordance with Article 13.01, without any interruption of service, continues, during the probationary period, to benefit from personal leave accumulated as a Temporary Employee. The total of this leave cannot exceed twenty-one (21) hours in one year.

ii) **Temporary or Seasonal Employee**

- 1) As of the date of hire, the following clauses apply:

- 10.01 d), e), f)
- 10.02 a) i) 1)
- 10.02 a) i) 2)
- 10.02 a) i) 5)
- 10.03 b), c)
- 10.04
- 10.05

- b) In the event of a contract of less than sixty (60) working days during the initial hire or if the probation period has not been completed in its entirety, the probation period is completed during a subsequent temporary employment.

The new employee whose services are no longer required during the probation period is entitled to a written notice of ten (10) working days or two (2) weeks' salary if no notice is given.

b) Trial Period

i) **Permanent Employee**

- 1) Any Employee who obtains a Promotion or a Transfer in accordance with Article 13.01 is entitled to a trial period of sixty (60) days worked.
- 2) In the middle of the trial period, the Unit head shall make a written progress report and will have a formal interview with the Employee to discuss said report.
- 3) During the trial period, the Employee continues to benefit from all rights and privileges of the Collective Agreement.
- 4) The Parties recognize that, during the trial period, the Employee is entitled to appropriate assistance and training in order to facilitate adaptation to their new position.

- 5) If, during the trial period, the Employee is incapable of satisfying the normal requirements of the position, or if the Employee advises the Unit Head 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 the 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.

- 6) Any Employee who held the status of Temporary Employee or Seasonal Employee, and who has accumulated at least one hundred (100) hours of pertinent experience in the Libraries, shall be deducted one hundred (100) hours from their trial period.

ii) **Temporary or Seasonal Employee :**

During a subsequent hire for a period of more than six (6) months, and subject to the probation period having been successfully completed, the following parameters apply:

- The trial period is of sixty (60) days worked;
- If, during the trial period, the employee is incapable of satisfying the normal requirements of the position, they are laid-off and placed on the recall list in accordance with article 12. In such a case, they receive a written notice of ten (10) working days or two (2) weeks' salary if no notice is given.
- The temporary employee may, during the first twenty (20) days of work of their trial period, leave their current assignment and requests that their name be added to the recall list once again. They must inform their Unit head, in writing, within the aforementioned delay.

10.03 **Accumulation of Seniority Rights**

An Employee continues to accumulate their seniority during any absence provided for in this 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 Article 28.01:**

an Employee accumulates seniority for a maximum of twelve (12) months, subsequently seniority does not accumulate but is maintained.

**b) In the event of an absence due to a work-related accident or an illness or an accident:**

an Employee accumulates seniority for a maximum of twenty-four (24) months; subsequently, seniority does not accumulate but is maintained.

**c) In the event of a lay-off of a Temporary Employee or Seasonal Employee at the end of the period for which they were recalled or hired:**

seniority does not accumulate but is maintained.

**d) In the case of lay-off of a Probationary Employee in a permanent position or a Permanent Employee who does not have employment security:**

seniority does not accumulate but is maintained.

**10.04 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 procedure;
- c) they are laid off for a period exceeding twelve (12) months;
- d) they retire;
- e) they fail to return to work within five (5) working days following receipt of an email recalling them to work following layoff; this five (5) day period may be extended by agreement between the Parties.

**10.05 Seniority list**

- a) The seniority list of Employees remains posted for the duration of this Collective Agreement. The University agrees to update this list every two (2) months.

The list includes:

- Surname and name
- Date of hire
- The position title
- The position number (when available)
- The library (Vanier or Webster)
- The Job Class
- The status (on probation, permanent, temporary, seasonal)
- Full-time or part-time

- Seniority

- b) Any dispute concerning the seniority of an Employee is submitted in writing, within two (2) weeks of the posting to the Library Administration Office. The Library Administration Office and the Union Delegate of the sector concerned 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 grievance and arbitration procedure.
- c) Any error not detected during the period for dispute may be contested later through the above procedure; however, in this event, the University shall not be held liable for any actions taken based on seniority lists prior to the date of dispute.

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**ARTICLE 11 EMPLOYMENT SECURITY AND DISPLACEMENT PROCEDURE**

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This article does not apply to Temporary and Seasonal Employees.

- 11.01 The University assures employment security, within the bargaining unit, for the duration of the present Collective Agreement, to all Permanent Employees who have twelve (12) months of seniority.

Notwithstanding any other provision of the Collective Agreement and subject to Article 16.02, Employees benefiting from employment security cannot be discharged, laid off, fired, or dismissed and therefore shall remain in the employ of the University, without reduction in pay, and without delaying progression in their salary scale and continue to benefit from all the provisions of the present Collective Agreement.

- 11.02 In case of merger, integration or restructuring by legislation or otherwise, seniority within the bargaining unit which is defined in the certificate of accreditation (as indicated in Appendix D) of this Collective Agreement, shall prevail in the application of this Collective Agreement.

- 11.03 If the position or function of a Permanent Employee is transferred to another campus, the Employee has the right to accept or to refuse the transfer. If they refuse, the provisions of the present Article apply.

11.04 **Displacement procedure in the case of an abolition of a position**

The University determines which position(s) must be abolished. In the case of abolition of positions of Permanent Employees, the following procedure applies:

- a) Reassignment in a Vacant Position or retraining
  - i. after agreement with the Union, the University agrees to reassign any Employee whose job is abolished or who is displaced according to the provisions of the present Article, without posting, to a Vacant Position



available in the same Job Class, first in the library in which the position is abolished, then to another library if the Employee so elects;

- ii. then, after agreement between the Parties, without posting to a Vacant Position in a lower Job Class, first in the library in which the position is abolished, then to another library;
- iii. then, after agreement between the Parties, to provide retraining allowing the Employee to occupy a position in the bargaining unit.

Whenever possible, an Employee affected by a position abolition will be reassigned to a position working the same number of hours or more per week.

- b) If a) is not an option, an Employee affected by an abolition may displace an Employee in the same Job Class who has less seniority, as long as they can satisfy the normal requirements of the position, first in the library in which the position is abolished, then in another library if the Employee so elects.
- c) If b) is not an option, the Employee affected by an abolition or a displacement may displace an Employee in the immediately lower Job Class, who has less seniority, who occupies a position for which they can satisfy the normal requirements, first in the library in which the position is abolished, then in another library.
- d) Each Employee thus displaced may use their right to displace as outlined above.

However, the Employee is subject to the trial period provided for in Article 10.02 b). If, during the trial period, the Employee is incapable of satisfying the normal requirements of the position, or if the Employee gives a written notice within the first fifteen (15) working days of their trial period to the Unit Head that they do not wish to remain in this position, the Employee may continue to use the displacement procedure.

- e) During the displacement procedure, an Employee who cannot displace in accordance with the present Article, and who does not choose to resign and receive the indemnity provided for in Article 11.06, must accept:
  - i) to fill a temporarily Vacant Position, if they meet the normal requirements of the position, or
  - ii) to meet a work surplus, or
  - iii) to fill a function in the framework of a special project, as per Article 3.01 e) 2.

11.05 Any Employee whose position is abolished or who is subject to a displacement must receive a notice at least one (1) month in advance.

- 11.06 Any Employee affected by the provisions of the present Article may choose not to exercise their rights and 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 six (6) months. The present Article also applies to those Employees affected by Article 11.03.
- 11.07 As long as an Employee affected by the provisions of the present Article has not obtained a vacant or newly created position, they are considered as having applied for every posted position of the same Job Class.
- 11.08 a) The Employee who, by virtue of the present Article, obtains a position in a lower Job Class, preserves the Job Class they were in prior to the abolition of their position, or displacement. They are considered as having applied for each position in their old Job Class, and if they obtain such a position in conformity with Article 13, they must accept it, failing which they are subject to the provisions of Article 35.06.
- b) Notwithstanding paragraph a) above and Article 11.01, when a position in the same Job Class is available at another library and an Employee elects to fill a position in a lower Job Class pursuant to the provisions of Article 11.04, the Employee will continue to receive the same salary until such time as the salary rate of their new position is greater than their salary.

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## **ARTICLE 12 LAY-OFF AND RECALL**

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- 12.01 Only those Employees not covered by Article 11.01 may be laid-off.
- 12.02 In the case of lay-off, Temporary Employees, Seasonal Employees and Probationary Employees are laid-off first. If other lay-offs are necessary, Permanent Employees not having employment security are laid-off, and this in reverse seniority order.
- 12.03 **Lay-off Procedure**
- a) A Permanent Employee affected by a lay-off may displace a Permanent Employee in the same Job Class who has less seniority than they, on the condition that they can satisfy the normal requirements of the position.
- b) If a displacement in the same Job Class is not possible, the Permanent Employee who is affected by a lay-off may displace an Employee in the immediately lower Job Class having less seniority than they, who occupies a position for which they can satisfy the normal requirements.
- c) Each Permanent Employee thus displaced may displace in the above-mentioned manner.

- d) Any Permanent Employee subject to an abolition or a displacement must receive a notice at least one (1) month in advance. The University sends Temporary Employees and Seasonal Employees subject to a lay-off, a two (2) week notice indicating the date of the lay-off.

**12.04 Recall Procedure**

- a) Unless otherwise stipulated, the University offers any employment of a temporary nature to those Employees whose names are on the recall list. Employees are called back to work in order of seniority, on the condition that they satisfy the normal requirements of the position. They may refuse all recalls to work within the time limits specified in the present Article.
- b) In the event of a recall, Employees shall provide all documents attesting to their qualifications which do not appear in their personnel files.
- c) An employee who is recalled to a position of a temporary nature is subject to the conditions of temporary employment outlined in the Collective Agreement.

**12.05** a) Within thirty (30) days following the signing of the Collective Agreement, the University provides the Union with the recall list of Employees covered by this Article. The University will notify the Union in writing of any modification of the list within thirty (30) days of such modification.

- b) This list is drawn up in order of seniority and shall include:
  - name;
  - address;
  - status;
  - telephone numbers (maximum 2);
  - Personal email address;
  - last termination date;
  - accumulated seniority;
  - Work Sector and/or department of the last function occupied;
  - library of the last function occupied;
  - availability as per the form provided by the University.

The Employee whose name appears on the recall list is solely responsible for informing the University, in writing, of any change to be brought to this list.

- c) Unless otherwise stipulated, recall to work shall be done by telephone. A list of Employees telephoned is sent to the Union indicating the dates and times of the calls. The list is sent to the Union at the same time as the modified recall list provided in Article 12.05 a).
- d) If an Employee refuses, or if after three (3) calls in an eight (8) hour period, or within a four (4) hour period in case of urgency, an Employee cannot be reached,

the University telephones the next person on the list and so on. The provisions of the present Article apply to each Employee called.

e) **Recall of Seasonal Employees is done in the following manner:**

- 1) During the lay-off period between the end of April and the end of May, these Employees indicate in writing, on forms provided by the University, their desire to be recalled into their function during the coming academic year.
- 2) If the position is available, the University sends an email between July 24 and August 8th confirming the recalling and indicating the starting date. The University takes all reasonable effort to contact the employee. At the latest one (1) week following the receipt of this email, the Employee confirms their acceptance of work, failing which they remain on the recall list.

If the position is no longer available, the University informs the incumbent as early as possible and no later than August 8. In such a case, the least senior employee in the job function is placed on the recall list.

- 3) For other functions to be filled during the academic year, recall is done in accordance with the provisions of Articles 12.05 c) and d).
- 4) This particular provision does not prevent Employees from benefiting from the provisions provided in Article 12.04 a).

12.06 The name of an Employee, who, during a period of twelve (12) consecutive months has not worked according to the provisions of the present Collective Agreement, is removed from the recall list.

12.07 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 within five (5) working days following the receipt of the letter, they are considered as having resigned and their name is removed from the recall list.

12.08 The procedure for contesting the recall list is the one provided for in Article 10.05 b) of the present Collective Agreement.

12.09 The Union receives a copy of all letters sent by the University to the Employees affected by the present Article.

12.10 The University agrees to meet with the Union as soon as possible, to solve any problem related to the present Article and not covered by the provisions herein.

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**ARTICLE 13 JOB POSTING, SELECTION AND MOVEMENT OF PERSONNEL**

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13.01 a) Within the ten (10) working days following a job vacancy, the University has the choice of filling, abolishing, or deferring the posting of the position. If the decision

is to fill the position, the University proceeds within a delay not exceeding ten (10) working days.

If the decision is to abolish the position, or to defer filling, the University must inform the Union within five (5) working days following the delay provided for in the first sentence of this Article.

In the case of grievance, the University has the burden of proving that it was justified in not filling the position or in deferring the posting.

- b) Unless there is an agreement between the Parties, the University may not defer the posting of a Vacant Position longer than three (3) months.
- c) Positions shall not be considered vacant when they are vacated for the following reasons:
  - i) work-related injury or illness;
  - ii) injury or illness;
  - iii) vacation;
  - iv) parental leave;
  - v) authorized leave;
  - vi) temporary assignment.

13.02 a) When a new or Vacant Position is to be filled, the University must post it for five (5) working days. The posting period begins when all the postings are in place. The posting date must appear on all the postings. A copy of the posting must be sent simultaneously to the Union.

- b) The posting includes:
  - position title and Job Class;
  - job description;
  - Work Sector and/or department;
  - library;
  - name of Unit head and CULEU supervisor ;
  - salary scale;
  - work schedule and number of hours per week;
  - dates of posting, expiry of posting, and entry into the position;

13.03 Employees who wish to apply for a position must do so in writing during the posting period mentioned in paragraph 13.02 a) and using the University's established recruitment tool. Applications received after the posting period provided for in paragraph 13.02 a) shall be considered as external applications. A technical error does not invalidate the application.

- 13.04 a) During the selection of an Employee to fill a position posted in accordance with Article 13.02, the University must grant the position to the candidate who is a Permanent Employee with the most seniority unless they do not have the qualifications to satisfy the normal requirements of the position.
- b) If none of the above-mentioned candidates satisfies the normal requirements of the position, the University must grant the position to the Temporary Employee, Seasonal Employee, or Probationary Employee, who has the most seniority, unless they do not have the qualifications to satisfy the normal requirements of the position.
- c) If none of the candidates mentioned in Articles 13.04 a) and b), satisfy the said conditions, other candidates will be considered.
- d) The University is not obliged to post a Vacant Position a second time when:
- 1) the Vacant Position was first filled by a person outside the bargaining unit who decided to leave the position within the first three (3) weeks of their probationary period.
  - 2) the vacant or newly created position is filled by an Employee from within the bargaining unit who decided to return 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 Article 13.04.
- e) An Employee shall not apply for a Vacant Position or a temporarily vacated position within the same Job Class or an inferior Job Class in the six (6) months following their appointment to the present position, except with the approval of the University unless they have not availed themselves of the rights accorded in Article 10.02 b) i), 5th paragraph.

Notwithstanding the above:

- 1) The Temporary Employee who has worked at least sixty (60) working days in their present position may apply for a Vacant Position.
  - 2) The Permanent Employee may apply for a Vacant Position representing a Promotion in terms of the position of which they are the incumbent.
  - 3) The Employee in a temporary assignment may apply for the position in which they are currently on temporary assignment should it become vacant.
- f) 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.

- g) In filling a position with an Employee from the bargaining unit, the University designates the Employee in the twenty (20) working days following the end of the posting period. This designation is done in the prescribed time limits, by giving the Employee concerned, a written notice with a copy to the Union. In filling a position by a person outside the bargaining unit, the University attempts to designate the person in the thirty (30) working days following the end of the posting period. This shall be done as per the aforementioned modalities.
- h) When an Employee is promoted or transferred, they are assigned to their new position in the five (5) working days following the moment they were designated, unless the Employee is on vacation at that moment. In such a case, the vacation period is excluded from the five (5) working days. The Employee receives, from the moment they were assigned or from the moment they should have been assigned, whichever is the earliest, the salary scale of their new position.
- i) If an unsuccessful candidate for a posted position maintains that certain qualifications included in the posted position prevented his candidacy and that these qualifications are not relevant to the duties and responsibilities of the position, he may present a grievance through the grievance and arbitration procedure. The burden of proof rests with the Employee.

13.05 The hiring of part-time Employees, Seasonal Employees or Temporary Employees must not limit the number of full-time permanent positions required for the normal functioning of a Work Sector.

**13.06 Temporary Assignment**

- a) In the case of a position temporarily vacated by its incumbent as per the provisions of Article 13.01 c), for a period of nine (9) consecutive months or more, the University fills the position unless service requirements do not justify it.

For the purposes of the present Article, the University posts the position temporarily vacated by its incumbent for a period of three (3) working days. The posting includes the elements listed in Article 13.02 b), and also includes the length of the temporary assignment.

- b) If the University decides to fill a position temporarily vacated by its incumbent for less than nine (9) months, it shall assign, in an order of priority, the Employee from the Work Sector of the Webster or Vanier library, as the case may be, for whom the assignment represents a change in duties or responsibilities while taking into account seniority, and the ability of the Employee to satisfy the normal requirements of the position. Should it be impossible to fill the position in the above-mentioned manner, the University will fill the position according to the provisions of 12.04.

- c) The Employee who obtains a temporary assignment is subject to the provisions of Article 10.02 b).
- d) The Permanent Employee who is assigned or recalled, whichever the case, to a temporary position shall be paid in accordance with the provisions in Article 35.07.
- e) In filling a temporarily vacated position with an Employee from the bargaining unit, the University designates the Employee in the fifteen (15) working days following the end of the prescribed period by giving the Employee concerned a written notice with a copy to the Union.
- f) When an Employee is temporarily transferred or promoted, they are assigned to their new position in the five (5) working days following the moment when they were designated. The Employee shall receive, from the time they are assigned, or from the time they should have been assigned, according to the earlier of the two, the salary scale of the new position.
- g) The University gives a written notice to the Employee, with a copy to the Union, from the beginning of the temporary assignment stating the length of the temporary assignment, the position to which the Employee is assigned, and the corresponding salary.
- h) At the end of the temporary assignment, the Employee shall return to their former position, or in the event of an abolition, to an equivalent position, or on the recall list if such is the case

**13.07 Emergency temporary assignment and premium**

- a) In cases when staffing at a service desk falls short of what is required to operate it, after 5:00 p.m. in the evening, or on weekends, the University may invoke emergency temporary assignment. Only those Employees who have the appropriate experience may be assigned by the University from within the work sector and/or department, or from other areas of the Webster or Vanier library, as the case may be, depending on availability.
- b) An Employee working on emergency temporary assignment is paid a premium equivalent to fifty percent (50%) of their current rate of pay for each hour of work performed.

13.08 The Employee who is temporarily assigned to a position in accordance with the present Article is entirely freed from the duties inherent to their old position, for the length of the temporary assignment.

13.09 At the University's request and, in the absence of a CULEU supervisor for one (1) day or more, an Employee may be designated to act as a CULEU supervisor and be responsible



for the smooth functioning of the Work Sector concerned. This Employee is temporarily re-assigned and is subject to the provisions of Article 35.07 a).

- 13.10 In the case of a grievance concerning this Article, except for Article 13.04 e), the burden of proof rests with the University.

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**ARTICLE 14 HEALTH AND SAFETY**

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- 14.01 The University agrees to respect the appropriate laws and regulations on conditions of health and safety at work.
- 14.02 An Employee may refuse to obey an order, without risk of insubordination, when the carrying out of this order would put their health and safety in danger. When working conditions are dangerous, an Employee or a group of Employees must notify the Unit Head concerned or their representative.
- 14.03 The University must eliminate the danger before the work resumes.
- 14.04 No loss of rights, of benefits, of salary or revenue, no lay-offs or disciplinary measures can result from the application of Article 14.02.
- 14.05 The rights acquired by this Article do not remove final responsibility from the University.
- 14.06 Upon written request of the Union, the University will inform the Union, and each Employee concerned, in writing, of the inherent risks of a job, the nature of products used and the necessary antidotes in case of intoxication.
- 14.07 On the written request of the Union, the University will inform the Union of the inherent dangers of installing new machinery, in the introduction of new work procedures, in the use of new chemical products or other products, and on any other modification to the organization of work which has an influence on the health and safety of workers.
- 14.08 Any inspection and enquiry of health and safety at work must be done in the presence of an Employee named by the Union. The University will give the Union a copy of all reports of these inspections and enquiries as soon as they are submitted to the University.
- 14.09 It is incumbent upon the University to inform the Employees of the safety norms and the regulations in effect in the sector where they work.
- A panic button is accessible at all times at the Service desk and a training on its usage is given to all impacted employees.
- 14.10 The University will post for all to see, in the appropriate places, the norms, safety regulations and instructions for cases of emergency concerning the area, and the materials and products used in the area.

- 14.11 In cases where special protective gear or other articles are required by law for the protection of Employees, said gear or articles will be provided for by the University.
- 14.12 Once per year, between May and September, the University carries out a cleaning of the areas in the Libraries where dust accumulates. The areas are determined during a visual inspection which includes a representative of the Union.
- 14.13 First-aid services are available to all Employees through the University Health Centre. If the Health Centre is closed during an Employee's working hours, transportation must be provided for them without delay to the nearest hospital or emergency clinic.
- 14.14 It is incumbent upon the University to put an adequate first-aid kit at the disposal of the Employees, at all times, in an easily accessible place in each department.
- 14.15 The University agrees that the staff lounges in the Libraries shall remain available exclusively to the Libraries' staff for the duration of the present Collective Agreement.
- 14.16 The University will furnish the staff lounges and the washrooms with the necessary equipment and accessories in good condition.
- 14.17 a) The University agrees to inform all Employees of the procedure to follow in the case of an emergency as outlined by the Environmental Health and Safety department or its equivalent. The University will ensure that each new Employee receives the necessary training related to the evacuation of their work area.
- b) In the library evacuation procedures, the Employees who are named monitors for a part of the library must do so on a voluntary basis.
- 14.18 In a general way, the University will attempt to maintain:
- a) The levels of ambient temperature in the Libraries within the range of 20 degrees Celsius and 25.5 degrees Celsius.
- b) The humidity, ventilation, lighting at acceptable levels, through mechanical devices, in conformity with legislation covering these items.

14.19 **Working environment**

Being aware that the ambient temperature which may at times exist in the work areas inconveniences the Employees and hinders the performance of their duties, the administration of either library may adapt, in whole or in part, the work schedules of the Employees when unacceptable temperatures occur in these work areas. The Parties agree that any policy developed will take into account government legislation in like matters.

**Procedures:**

- a) When it is apparent that the ambient temperature has fallen outside the range as per Article 14.18 a), the Unit Head or their representative is informed immediately by one of the Employees in the given Work Sector.
- b) Following this, readings will be taken one (1) hour later and at consecutive intervals when it is evident that the temperature falls outside the range.
- c) When the ambient temperature falls outside the range and it is not possible to relocate the Employees concerned, the following provisions shall apply:
  - 1) No service shall be maintained if the ambient temperature is more than three (3) degrees Celsius higher or lower than the acceptable temperature.
  - 2) If the ambient temperature in a given sector is higher or lower than the acceptable temperature, the University is entitled to two (2) hours to take the measures necessary to remedy the situation.
  - 3) If, after the two (2) hours provided above, the temperature is still higher or lower than the acceptable temperature, the Employees who work in that sector have the right to stop work one (1) hour earlier than usual, for each degree Celsius higher or lower than the acceptable temperature, without loss of pay, and services shall be maintained in the following manner:

Minimal service shall be maintained if the ambient is between one (1) and three (3) degrees Celsius higher or lower than the acceptable temperature.
  - 4) The Employees who work during minimal service shall be chosen in turn, starting with the Employee with the least seniority. These Employees may convert into time off the work accomplished, the following day if possible. If not, they shall receive payment at their hourly rate plus hundred percent (100%).
- d) Except in the case of closing of a library, evening Employees shall go to work in their sector according to their established work schedule. If unacceptable temperatures occur after 5 p.m., the Libraries do not limit service or dismiss their Employees.

The Employees are entitled to convert work accomplished into time off to be taken during the same or following week if possible, as determined by the Unit Head. If this is not possible the Employees shall receive payment at their regular rate plus hundred percent (100%) for work thus accomplished.

- e) For the purposes of applying the present Article, each work area shall be equipped with a thermometer, the model and location of which shall be agreed to by the Parties in the thirty (30) days following the signing of the Collective Agreement.
- f) Failing agreement, the dispute shall be submitted to an arbitrator, who is known for their competence in industrial engineering matters, who will render a decision on the matter.

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**ARTICLE 15 SUBCONTRACTING**

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This article does not apply to Temporary and Seasonal Employees.

15.01 The University agrees not to subcontract when this would have the effect of depriving employment for Employees covered by the Collective Agreement, for work which is regularly performed by these Employees. The University reserves the right to maintain existing contracts.

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**ARTICLE 16 DISCIPLINARY AND ADMINISTRATIVE MEASURES**

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- 16.01 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 those disciplinary measures of which the Employee and the Union have been informed in writing can be used as evidence in arbitration and can appear in the Employee's personnel file.
- 16.01 b) Any administrative measure, or any other official letter 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.
- 16.02 Except in the case of the discharge of Employees serving a probationary period, for any Employee who is discharged, suspended, or given a written warning, the Union may submit their case to the grievance procedure and if necessary to arbitration.
- 16.03 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.
- 16.04 In the event that a University representative finds it necessary to summon an Employee for disciplinary reasons (written warning, suspension, or dismissal) the Employee has the right to be accompanied by a Union representative.
- 16.05 A suspension does not interrupt the continuous service of an Employee.
- 16.06 No disciplinary measure may be imposed later than fifteen (15) working days after the incident which gave rise to it or of the University having become aware of it.

16.07 No confession signed by an Employee may be used against them during arbitration unless it is a question of a confession signed in the presence of a union representative.

The University will forward a copy of the confession to the Union as soon as it is received.

16.08 The entirety of Article 16 applies to Temporary and Seasonal Employees, except for those who have not completed their probationary period, for whom the grievance and arbitration procedure does not apply in the case of firing.

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**ARTICLE 17 PERSONNEL FILES**

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17.01 An Employee has the right to verify, in the presence of a representative of the University, the contents of their personnel file which relate to their work at the University and to add written comments to it.

17.02 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.

17.03 Mid-probation or mid-trial period evaluation reports must be removed from the personnel file once the probationary or trial period has ended. For Temporary and Seasonal Employees, they shall receive an evaluation prior to being laid-off.

17.04 Each Employee must receive a photocopy of their probationary or trial period evaluation and the subsequent annual evaluations before these documents are added to their file. At an arbitration hearing the burden of proof of the contents of an evaluation rests with the University.

17.05 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.

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**ARTICLE 18 GENERAL**

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**18.01 Use of University Premises**

a) The Union agrees that there shall be no Union activities (such as holding meetings or distributing Union literature) during working hours on library premises unless such activities are specifically authorized by an Article in this Collective Agreement.

b) The Union may conduct Union activities on University premises by following current University policies related to room bookings and use of University premises.

- c) The University agrees to provide space on library bulletin boards for official Union notices. These boards must be easily accessible. These notices shall be dated and signed by an officer of the Union.

**18.02 Communications**

The University must send to the Union a copy of the following documents issued from the date of signature of this Collective Agreement.

- a) all rules and regulations that apply to Employees covered by this Collective Agreement.
- b) any other written communiqué issued to more than one Employee covered by this Collective Agreement concerning library working conditions.

18.03 All resignations may be retracted within three (3) days. The University will immediately send copies of all resignations to the Union.

18.04 No Employee will be required to either make or obtain coffee or other beverages or do personal work for a superior.

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**ARTICLE 19 JOB DESCRIPTIONS**

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19.01 An Employee must receive a copy of their job description when they are hired or change position, as well as when said description is revised, regardless of whether it is modified or not. A copy is simultaneously sent to the Union.

The University maintains the current job descriptions on an electronic platform that is available to the employees.

19.02 If the ability of an Employee to fulfill their functions is affected by a change in their job description, the University agrees to give that Employee a supervised and directed training period of sixty (60) days.

19.03 If an Employee believes their job description does not correspond to the description of the Job Class listed in Appendix A and Appendix A.1, they may avail themselves of the reclassification procedure in Article 19.04.

**19.04 Reclassification request**

- a) When the Employee and/or the Unit head believes that the duties of the employee's position no longer correspond with their job class, a request for reclassification can be submitted to the Human Resources Department so as to have the position re-evaluated.
- b) The Employee and their Unit head meet within one (1) month following the request for reclassification to review the tasks done by the Employee. At the Employee's request, a union representative can assist.

- c) If the Employee and their Unit head agree to the changes, the latter sends the new job description to the Compensation Unit. If the Employee and their Unit head disagree on the revised job description, a meeting is scheduled with the Employee, the Unit head, Human Resources, and the Union.
- d) The University formally responds to the reclassification request within thirty (30) working days following the meeting of paragraph b) or c).
  - i. If the job class of the position is upgraded, the salary of the Employee concerned is adjusted retroactively to the date of reception of the request for re-evaluation by the Compensation Unit as described in paragraph a) above.
  - ii. 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.
- e) If the Employee is not satisfied with the result of the re-evaluation process, they can file a grievance as per article 9 and the delays start from the date that they are formally informed of the final result of their reclassification request.

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**ARTICLE 20 HOURS OF WORK AND WORK SCHEDULES.**

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- 20.01 Except for Employees subject to a particular work schedule according to Article 20.07, the duration of the regular work week and the regular workday is established at thirty-five (35) hours divided into five (5) consecutive workdays of seven (7) hours each, from Monday to Friday inclusively, generally worked between 9:00 and 17:00.
- 20.02
  - a) The schedules of Seasonal and Supernumerary Employees are established by the University. A Temporary Employee hired to replace a Permanent full-time Employee or a Probationary Employee works the hours of the Employee they are replacing.
  - b) Other than clause 20.02 a), only the following clauses apply to the schedules of Seasonal and Supernumerary employees:
    - 20.03
    - 20.04
- 20.03 All Employees are entitled to one (1) twenty (20) minute rest period without loss of pay for each regular half day of work, that is to say, two hundred (200) minutes of rest for every regular work week of thirty-five (35) hours.

20.04 All Employees are entitled to an unpaid meal period of one (1) hour during the regular workday. This meal period is normally taken not more than one (1) hour before or after the hour which is in the middle of the regular workday.

An Employee has the right, with the prior approval of the Unit Head or their representative, to add to their meal period one (1) daily rest period. Consent may be withheld on the basis of service and staffing needs.

20.05 In the event that two (2) Employees wish to exchange their weekly days off or their established work schedules, they must receive the prior approval of the Unit Head. In this event, the provisions related to overtime pay do not apply.

20.06 **Summer Schedule**

a) Every year, for a period of ten (10) weeks, starting from mid-June (exact dates to be posted by the University) the length of the regular work week is reduced by three (3) hours without reduction in remuneration.

b) For the purpose of applying the summer schedule, individual work schedules must be approved for the entire summer period by the Wednesday of the week preceding the start of summer hours and established for the entire summer by distributing the choice among the various options as equitably possible, taking into consideration:

- i) the seniority of the Employee applied within their sector;
- ii) the preference expressed by the Employee to the extent that service requirements permit.

With the permission of the Unit Head, an Employee may change their choice of option during the summer period.

c) The different options are:

- 1) five (5) workdays per week, distributed Monday through Friday inclusively, scheduled in one of the following ways:
  - i) four (4) workdays of six and three-quarters (6 3/4) hours each and one (1) workday, Friday, of five (5) hours;
  - ii) four (4) workdays of seven (7) hours each and one (1) workday, Friday, of four (4) hours;
- 2) four (4) workdays per week of eight (8) hours each, from Monday through Thursday inclusively.
- 3) An Employee may choose an option not found above. This option must be scheduled regularly between Monday and Friday inclusively.



- d) If an Employee is unable to take advantage of the summer schedule as it occurs, the hours so lost by the Employee are taken in time off at a time or times agreed to by the Employee and the Unit Head.

Moreover, an Employee may bank the summer hours if they are on vacation for an entire week during the period in which the summer schedule is in effect. The banked hours must be expended by May 31<sup>st</sup> of the following year.

- e) For the purpose of applying the present Collective Agreement, each week thus reduced is considered to be a regular work week in conformity with Article 20.01 and one (1) hour worked during the summer period is considered to be an hour of work in a regular work week. However, when a week includes a statutory holiday provided for in this Collective Agreement, the total number of hours worked, and hours taken as holiday equal thirty-two (32).

Short-Term sick leave as provided in Article 37 as well as personal leave provided in Article 25 are calculated and applied in hours and/or quarter (1/4) hours. The application of social leaves is provided in Article 20.08 e).

An Employee who, during the period during which the summer hours are in effect, takes a full week of vacation, will have their vacation bank deducted by thirty-two (32) hours as opposed to thirty-five (35) hours.

- f) As an exception, and solely for the purpose of the conversion of overtime as provided in Article 21.05, the duration of overtime work thus converted shall be equal to the duration of the regular reduced work week or the regular reduced workday.

- g) Depending on the option chosen as per Article 20.06 c), the rest periods are:
- for c) 1) i) : nine (9) rest periods of 20 minutes;
  - for c) 1) ii) : nine (9) rest periods of 20 minutes;
  - for c) 2) : four (4) rest periods of 25 minutes and four (4) rest periods of 20 minutes.

## 20.07 Particular Work Schedules

### a) General provisions

The following working conditions apply to all Employees working on a particular work schedule, as provided for in the present Article, with the exception of part-time Employees who normally work less than the regular work week provided for in Article 20, to whom Article 20.07 c) below applies.

- 1) The University determines particular work schedules according to the service requirements in each Work Sector.

- 2) The University determines the positions to which particular work schedules apply, it being understood that particular work schedules must be kept to a minimum subject to service requirements.
- 3) Any change in the particular work schedules in existence before the signature of the present Collective Agreement shall be made in accordance with the provisions of this Article.
- 4) The duration of the regular work week for an Employee on a particular work schedule is thirty-five (35) hours, subject to the provisions of Article 20.07 e) below.

b) **Distribution of work schedules**

The distribution of particular work schedules is made as equitably as possible, on a rotation basis, among the Employees who normally perform the work required.

c) **Posting of schedules**

The University posts schedules and any changes at least five (5) working days before their effective date.

d) **Evening Work**

- 1) In the Webster Library, subject to Article 20.07 a), no Employee shall be required to work more than two (2) evenings per week, except Employees hired to work evenings on a permanent basis.
- 2) Employees hired to work evenings on a permanent basis work a regular day, that is from 9:00 to 17:00 when the library is open only between 9:00 and 17:00.
- 3) The University determines evening schedules, taking into account the following:
  - i) the seniority of the Employee as applied within their sector;
  - ii) the preference expressed by the Employee to the extent that service requirements permit.

The schedules of Employees who are called to 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.

e) **Work on a Saturday and/or Sunday**

Generally, an Employee is entitled to two (2) consecutive days of rest per workweek. However, Employees working on particular work schedules may be

required to work six (6) consecutive days. The provisions of Article 21 do not apply for regular work performed on the sixth (6th) day, provided an average of five (5) days of regular work per week is maintained.

In the event of work on Saturday and/or Sunday, days off are taken, generally, during the seven (7) days preceding or the seven (7) days following the Saturday and/or Sunday worked. These days are taken from Monday to Friday inclusively.

The University determines the date(s) of such days off, taking into account:

- 1) the seniority of the Employee applied within their Work Sector;
- 2) the preference expressed by the Employee, to the extent that service requirements permit.

Subject to the preceding, an Employee may convert into hours the days off that are due to her/him. The hours not taken off may not exceed fourteen (14).

**f) Evening and weekend work for the Vanier Library**

Notwithstanding paragraphs d) and e) above, as a general rule, in the Vanier Library, no Employee shall be required to work more than one (1) evening per week or in lieu of evening work, one (1) weekend day (i.e. Saturday or Sunday) unless otherwise stipulated in the job description at the time of hire.

Notwithstanding the above paragraph, a Permanent Employee and the University may agree upon a work schedule not provided under Articles 20.01 and 20.08 a). For the purposes of applying the Collective Agreement, the agreed-upon schedule becomes the Employee's schedule of work and the following provisions apply: 20.07 c), 20.07 h), 20.08 c), 20.08 e) and 23.01.

**g) Modifications to the work schedules**

The hours of work may be modified if necessary after agreement between the parties.

However, the University may modify the existing hours of work or impose new ones if service needs dictate such changes. In such a case, a written notice shall be posted, and a copy sent to the Union, at least thirty (30) days prior to the implementation of the change. No change may be implemented if the University has not followed this procedure.

Unless otherwise agreed to by the parties, such modifications must not result in split-shifts.

In the event of a disagreement, the Union may refer the case directly to arbitration by following the procedure outlined in Article 9. The time delays provided for in this Article may be modified after agreement between the Parties.

The mandate of the arbitrator consists of determining whether such changes were essential, the burden of proof of which rests with the University. If the arbitrator judges the changes are not essential, the University returns to the old schedule.

**h) Days off**

Unless otherwise agreed to by the parties, Employees who work a particular schedule are entitled to two (2) consecutive days off for each workweek.

**20.08 Alternative Work Schedules**

a) Except for Employees who are subject to particular work schedules provided for in Article 20.07, the alternative work schedule will take one of the following formats, subject to the approval of the Unit Head. Approval is not refused without valid reason.

- 1) five (5) days per week, of seven (7) hours each, worked from Monday to Friday inclusively, regularly scheduled between 8:00 and 18:00;
- 2) four (4) days per week, of eight (8) hours and forty-five (45) minutes each, worked from Monday to Friday inclusively, regularly scheduled between 8:00 and 19:45;
- 3) four (4) days per week, of eight (8) hours each and one (1) day of three (3) hours, worked from Monday to Friday inclusively, regularly scheduled between 8:00 and 19:00;
- 4) four (4) days per week of seven hours and a half (7 1/2) each and one (1) day of five (5) hours, worked from Monday to Friday inclusively, regularly scheduled between 8:00 and 19:00;
- 5) three (3) days per week of nine (9) hours each and one (1) day of eight (8) hours, worked from Monday to Friday inclusively, regularly scheduled between 8:00 and 20:00;
- 6) any of the above-mentioned options to be worked alternatively (in rotation);
- 7) an Employee may request an option other than those mentioned above providing that the days are worked from Monday to Friday, between 8:00 and 20:00.

b) Every Employee is entitled to two hundred (200) minutes of rest for every work week of thirty-five (35) hours, each rest period not exceeding twenty-five (25) minutes.

c) With respect to the application of the alternative work schedule, individual schedules must be approved by the Unit Head. Distribution by choice among the various options will be done as equitably as possible, taking into consideration:

- 1) The seniority of the Employee as applied within their Work Sector;
- 2) The preference expressed by the Employee to the extent that the service requirements permit. In the event that several Employees opt for the same choice, they will be accommodated on a rotating basis.

With the permission of the Unit Head, an Employee may change their option.

At the time of hire of a new Employee, or on the occasion of the Promotion or Transfer of an Employee, the Employee's work schedule will be established with the Unit Head according to the provisions of this Article.

d) The work schedule approved as per paragraph c) of the present Article is the normal workweek of the Employee unless it is modified according to the provisions of this Article.

e) For the purpose of applying Article 20.08 a), all provisions of the Collective Agreement apply subject to the following details:

**Personal Leave**

Personal leave as provided in Article 25.08 is calculated and applied in hours or quarter hours.

**Social Leaves**

When an Employee uses a day of social leave, they are paid as if they were at work. However, if the Employee was scheduled to work more than seven (7) hours, they must, after agreement with the Unit Head concerned, make up the time owing.

**Holidays**

In a week that includes one or more of the holidays listed in Article 24.01, the duration of the regular work week will be shortened by seven (7) hours for each holiday in the week. The Unit Head shall, in consultation with the Employee concerned, rearrange the schedule accordingly.

**Sick Leave**

Short-term sick leave as provided in Article 37 is calculated and applied in hours or quarter hours.

### **Vacation**

The application of Article 20.08 cannot either reduce or increase the number of vacation days the Employee would be entitled to if they worked according to a schedule of five (5) working days.

### **Probationary and Trial Period**

The application of Article 20.08 cannot increase the length of an Employee's probationary or trial period.

- f) The implementation of alternative work schedules must take into account the service requirements of the Libraries as established by the University.
- g) Any task sharing which is a consequence of the application of alternative work schedules will not result in requests for position reclassification or additional remuneration.

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## **ARTICLE 21 OVERTIME**

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- 21.01 a) All work performed by an Employee outside of their regular workday or regular workweek as defined in Article 20, is considered as overtime if approved in advance by the Unit Head who requires the work done with their knowledge and without objection from them.

Notwithstanding the preceding, Seasonal or Temporary Employees can agree to extend their regular work hours up to the regular workday (seven (7) hours) or to the regular work week (thirty-five (35) hours). These hours shall not be considered as overtime but are remunerated at the regular salary rate. All hours worked outside of the regular workday or regular work week are considered as overtime.

- b) All overtime is on a voluntary basis; however, if necessary, the University has the right to designate Employees for overtime duties.

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) An Employee who works overtime is paid at the applicable overtime rate; however, they are entitled to a minimum remuneration equivalent to thirty (30) minutes of their regular rate of pay.
- e) If the University cancels scheduled overtime the Employee must be given two (2) hours' notice. Failing this, the Employee is entitled to two (2) hours pay at their normal rate.

- 21.02 Overtime work is assigned as equitably as possible, on a rotating basis in the Work Sector involved, among the Employees who normally perform the duties for which overtime is required.
- 21.03 All overtime work shall be paid as follows:
- a) at one and one half times (150%) the 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) at two times (200%) the 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).
- 21.04 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.
- 21.05 An Employee may convert work performed as overtime into time off at the applicable overtime rate up to a maximum of seven (7) working days within any fiscal year. This maximum may be increased by agreement between the Employee and the Unit Head concerned.
- The time at which these days shall be taken is determined by agreement between the Employee and the Unit Head concerned.
- 21.06 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 this Collective Agreement.
- 21.07 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 Article 21.03; this rest period may be taken during the second hour of overtime.
- 21.08 To determine the basis upon which an Employee's overtime is calculated, the University divides the weekly salary of the Employee concerned by the number of hours contained in a regular workweek during the winter.
- 21.09 An Employee working overtime, but not continuous with their regular workday or regular workweek, is entitled to the established overtime rate for each consecutive hour

thus worked. In such a case, they are entitled to a minimum remuneration equivalent to three (3) hours of work at their regular rate of pay. For the purposes of applying this Article, the time allocated for a meal break provided in Article 21.07 a) does not constitute an interruption of the regular workday.

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**ARTICLE 22 CALL BACK TO WORK**

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22.01 An Employee who, at the request of the Unit Head concerned, returns to work outside their regular hours of work, is remunerated at the applicable overtime rate for each hour thus worked. For each recall they are entitled to a minimum remuneration equivalent to three (3) hours of work at the applicable overtime rate.

The provisions of this Article do not apply:

- if there is continuity between the period of overtime work and the end of the Employee's regular workday;
- 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.

For the purpose of the present Article, the time period allocated for a meal in Article 21.07 a) does not constitute an interruption of the regular workday.

22.02 The provisions of Article 21 shall apply also to this Article.

22.03 In the event of recall during an Employee's annual vacation, any work carried out is remunerated at double time in addition to the salary received for the vacation period and a minimum of four (4) hours at the above-mentioned rate is guaranteed to the Employee thus recalled.

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**ARTICLE 23 PREMIUMS**

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23.01 An Employee for whom half or more of the regular hours of work fall between 15:00 and 8:00 is entitled to a premium for each hour of actual work. 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 computing the remuneration for overtime performed. However, this paragraph does not apply to those who have chosen their schedule according to Articles 20.06 and 20.08.

The evening premium provided for in this clause is adjusted annually according to the salary increase percentage granted, as specified in section C) of Appendix B.



23.02 a) **Work on a Saturday**

An Employee who works on a Saturday as part of their regular work schedule is paid at their regular rate of pay increased by twenty-five percent (25%) for the regular hours worked between 0:00 and 24:00 on Saturday.

b) **Work on a Sunday**

An Employee who works on a Sunday as part of their regular work schedule, is paid at their regular rate of pay increased by fifty per cent (50%) for the regular hours worked between 0:00 and 24:00 on a Sunday.

c) An Employee is not entitled to such a premium when they are being paid at the overtime rate. This premium is not added to the regular rate of pay when calculating the remuneration for overtime.

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**ARTICLE 24 HOLIDAYS**

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24.01 a) The University recognizes as holidays the following days:

- June 24;
- July 1;
- first Monday in September;
- second Monday in October;
- December 24;
- December 25;
- December 26;
- December 31;
- January 1;
- January 2;
- Friday before Easter;
- Monday following Easter;
- May 24th or the Monday preceding the 24th of May

The Employees also benefit from two (2) floating holidays as follows:

- The first one to be designated by the University and to be observed between February 1st and March 31st of each year;
- The second one to be observed on any day chosen by the Employee prior to June 30th of each year and agreed to between the Unit Head and the Employee.
- The Employee must give at least two (2) weeks notice of the day they have chosen.

- If the Employee is unable to avail themselves of the floating holiday during the period as mentioned above, they shall forfeit the holiday.
- b) The University agrees to observe as paid holidays other days declared as civil holidays by the governments.
  - c) Employees who belong to a faith recognized in conformity with University policy are entitled to a leave with pay for the holidays celebrated by said faith.
- 24.02
- a) If one of the holidays in Article 24.01 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 their Unit Head.
  - b) If one of the holidays mentioned in Article 24.01 coincides with a Saturday or with a Sunday, the holiday is moved to the preceding or to the following workday.
  - c) An Employee working on one of the holidays provided for in Article 24.01 is entitled to a postponement of the holiday to a date, or if they wish, several dates agreed upon between them and their Unit Head.
  - d) Seasonal Employees will be paid for any of the holidays described in Article 24.01 should the holiday fall within the Employee's regular work schedule. If the holiday does not fall within their regular work schedule, the Seasonal Employee receives an indemnity equal to one twentieth (1/20) of the wages earned during the four (4) complete weeks of pay preceding the week of the holiday, excluding overtime.
- 24.03 **Holiday Pay**
- a) Pay for each of the holidays provided in Article 24.01, when the day is not worked, is equivalent to the Employee's regular daily rate of pay in effect at that time.
  - b) The provisions of the preceding paragraph do not apply if an Employee is already being paid by virtue of one of the provisions of this Collective Agreement.
- 24.04 **Pay for Work on a Holiday**
- An Employee working on one of the holidays provided in Article 24.01 is paid at their regular rate of pay in effect at that time increased by one hundred percent (100%).
- Furthermore, the Employee is entitled either to the Holiday pay provided in Article 24.03 or to the postponement of the holiday as provided in Article 24.02 c).
- 24.05 **Pay for Work on a Postponed Holiday**
- An Employee working on a postponed holiday as provided for in Article 24.02 is paid at the rate of one and one half times (150%) their regular salary. In addition to this

remuneration, the Employee is entitled, at the choice of the University, to either the Holiday pay provided for in Article 24.03, or another postponement of the holiday to a date agreed upon between the Employee and the Unit Head concerned.

**24.06 Pay for the Christmas Period**

- a) An Employee who does not work during the period between Christmas and New Year (exact dates to be posted by the University) continues to be paid at a rate equivalent to their regular daily rate of pay in effect at that time.
- b) An Employee who works during the period between Christmas and New Year is paid as follows:
  - i) at their regular rate of pay increased by one hundred percent (100%) if they work on a holiday provided in Article 24.01.
  - ii) at their regular rate of pay increased by fifty percent (50%) if they worked on a day other than a holiday provided in Article 24.01.

In addition to the remuneration provided in sub-paragraphs i) and ii), an Employee who works on a holiday is entitled to either the postponement of the holiday as provided in Article 24.02 or the holiday pay provided in Article 24.06 a).

24.07 Even though Easter Saturday and Easter Sunday are not statutory holidays, an Employee who works on one (1) of these two (2) days by virtue of their regular work week has a right to their regular rate of pay increased by one hundred percent (100%).

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**ARTICLE 25 SOCIAL LEAVES AND PERSONAL LEAVES**

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25.01 All Employees are entitled to the following leaves without loss of pay in conformity with the provisions of the following Articles.

**25.02 Bereavement Leave**

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 Unit head.

- a) 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.
- b) An Employee may add to this period accumulated vacation, accumulated overtime by virtue of Article 21.05, and/or a leave without pay not exceeding fifteen (15) working days.

- c) If attending a funeral that takes place more than one hundred and sixty (160) km from the residence of an Employee, they are entitled to one (1) extra working day.

25.03 **Marriage Leave**

In the event of the marriage:

- a) of the Employee:  
they are entitled to five (5) working days, and they may add to this period their accumulated vacation entitlements or an equivalent leave without pay;
- 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.

25.04 **Moving Leave**

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, the proof of which rests with the Employee.

25.05 a) **Jury Duty**

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) **Legal Proceedings**

- i. 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 work week as defined in Article 20.
- ii. 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 as per Article 21.05 or personal leave as per Article 25.08.

- 25.06 a) When an Employee finds it necessary to be absent for one of the reasons specified in this Article, they must inform their Unit Head of this as soon as possible, and on demand must present proof or confirmation of these events, except for personal leave as provided in Article 25.08.
- b) Such leaves are not granted if they coincide with other leaves or holidays provided in the present Collective Agreement.

25.07 Unless otherwise specified, the words "a day of leave" shall mean a full twenty-four (24) hour period.

**25.08 Personal Leave**

All Permanent full-time Employees and Temporary Employees are entitled to three (3) days (or twenty-one (21) hours) of personal leave per year without loss of pay for personal reasons, by virtue of a notice to the Unit Head at least twenty-four (24) hours in advance.

Permanent Part-time Employees and Temporary Part-time employees are entitled to personal leave prorated for hours worked.

In cases of emergency requiring the presence of the Employee, of which the burden of proof rests with the Employee, notice thereof will be given to the Unit Head as soon as possible.

These personal leaves do not accumulate from year to year (the year being calculated from June 1).

Probationary Employees are entitled to the same leaves but without pay.

Article 25.08 does not apply to Seasonal Employees.

**25.09 Snowstorm and Severe Weather**

When an Employee finds it impossible to come to work because of a snowstorm or any other severe weather conditions, they must notify their Unit head and/or CULEU Supervisor as soon as possible. The University grants one (1) day without loss of pay for such an absence. This day can be taken as a full day or two (2) half days.

Notwithstanding the first (1st) paragraph of Article 25.08, the Employee may use their personal leave to return home after having notified their Unit Head. Minimal service shall be maintained in accordance with the modalities provided in Article 14.19.

**25.10 Emergency Leave**

- a) It is the purpose of the present Article to allow the Employee to take leave if their presence is required by an immediate family member or any person in permanent residence with the Employee, without exceeding seventy (70) hours in one year.

From these seventy (70) hours, fourteen (14) are taken without loss of pay, and the others are without pay.

- b) The Employee who takes leave provided for in the present Article must notify their Unit Head as soon as possible but no later than thirty (30) minutes following the start of the Employee's regular workday, stating the duration and the reason for the absence. The Employee must take all reasonable steps within their power to limit such leaves and their duration. The Employee fills out the absence form on their return to work.
- c) Except for the first fourteen (14) hours, the subsequent hours of leave can be worked, or can be taken, in whole or in part, as leave without pay or vacation.

When hours are worked, the manner and schedule in which they are worked are agreed upon promptly upon return from leave between the Employee and the CULEU supervisor and must be approved by the Unit head. The hours must be worked no later than the end of the agreement year following the one in which the leave was taken.

- d) The University must notify the Employee when the above-mentioned seventy (70) hours have been used.
- e) The hours worked provided for in the present Article shall not be considered to be overtime as defined in Article 21.

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**ARTICLE 26 VACATION**

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- 26.01 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.
- 26.02 During the twelve (12) months which follow June 1 of the current year, all Employees are entitled to paid annual vacations, the duration of which is determined as follows:
  - a) the Employee with less than one (1) year of seniority on June 1 of the current year is entitled to one and two-thirds (1 2/3) 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 1 of the current year is entitled to twenty (20) paid working days as vacation;
  - c) the Employee having ten (10) years or more of seniority on June 1 of the current year is entitled to twenty-two (22) paid working days of vacation;
  - d) the Employee with twenty-one (21) or more years of seniority on June 1 of the current year is entitled to twenty-five (25) paid working days of vacation each year;

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

26.04 Temporary and Seasonal Employee shall receive, upon leaving, vacation pay equivalent to eight per cent (8%) of their salary earned between their date of hire and their date of termination.

The Temporary Employee whose duration of employment exceeds twelve (12) months may take vacation, after agreement with the Unit Head concerned.

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

26.05 Upon termination of employment:

a) The Employee who has not taken their entire vacation entitlement during the fiscal year preceding June 1 receives an indemnity which is equal to the number of vacation days to which they were entitled.

b) The Employee entitled to twenty (20) days of vacation, taking into account vacation days already taken, is entitled to a vacation indemnity equal to eight percent (8%) of the 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 total wages earned between June 1 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 total wages earned between June 1 of the current year and their date of departure.

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

**Illness**

An Employee absent from work by virtue of the provisions of Article 37 accumulates vacation credits during the first six (6) consecutive months of absence.

**Work Accident**

An Employee absent from work by virtue of the provisions of Article 32 accumulates vacation credits during the first twelve (12) consecutive months of absence.

## **Maternity and Adoption**

An Employee accumulates vacation credits during maternity and adoption leaves, as such.

## **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.

26.07 Before their departure for vacation, an Employee receives for the vacation period to which they are entitled, a remuneration equivalent to their regular rate of pay in effect at the time they take their vacation.

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

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.

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

26.09 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 their Unit Head 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 Unit Head.

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

c) An Employee who, on June 1st of a 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 Unit Head .



- d) An Employee who, on June 1st of a given year, has been disabled for twelve (12) months or more receives a vacation indemnity equal to the number of days of vacation to which they are entitled.
- 26.10 The period that falls between June 1st and September 15 is considered as the normal period for scheduling vacation.
- After agreement with their Unit Head, an Employee may take their accumulated vacation entitlement in advance before June 1st.
- 26.11 An Employee may or may not take their vacation entitlement in a consecutive manner. They may divide it into as many calendar weeks as they wish. Furthermore, they may divide three (3) weeks into fifteen (15) vacation days.
- 26.12 Except with the permission of the University Librarian, the annual vacation entitlements must be taken during the fiscal year in which they are due.
- 26.13 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 sector are respected.
- However, the total duration of the annual vacation taken (consecutively or not) and of the extension may not exceed nine (9) weeks within any one fiscal year.
- 26.14 a) The University determines the vacation periods of the Employees taking into consideration:
- the seniority of the Employee applied within their sector. For the purposes of this clause, an employee's sector is the sector where that employee regularly works the majority of their hours, as reflected in the employee's job description.
  - the preference expressed in writing by the Employee prior to May 1st;
  - service requirements.
- b) When vacation preferences are expressed after May 1st, they will only be taken into consideration when the Employee's preference does not affect vacations already scheduled for other Employees. Priority will be given on a first-come, first-served basis.
- c) An Employee may change their vacation period with the agreement of their Unit Head provided that the vacation periods of other Employees and service requirements are respected.
- d) Where, for employees working in more than one sector, difficulties subsist in granting an employee's vacation periods as requested, the University shall

implement either one, or both, of the following measures in order to facilitate the scheduling of vacations as requested by employees, while meeting service needs:

- The Unit Heads concerned consult employees performing the same function to seek alternative solutions;
- The University distributes the work amongst employees who perform the same function;

26.15 An Employee must take, if they are so entitled, at least fifteen (15) vacation days during the current year. The Employee may defer the vacation days over and above fifteen (15) days from one year to the next and this for two (2) consecutive years. In the third year the Employee must take all the vacation days to which they are entitled.

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## **ARTICLE 27 PARENTAL LEAVE**

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### **PREAMBLE**

Unless if specifically mentioned, all leaves provided in the present Article 27 are without pay.

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

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

- 27.01 a) A pregnant Employee is entitled to a maternity leave of eighteen (18) weeks duration, which subject to clause 27.04 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 27.
- 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.
- 27.02 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.
- 27.03 If the birth occurs after the due date, the Employee is entitled to an extension of her maternity leave for the length of time the birth is overdue, unless she has at least two (2) weeks of maternity leave left after the birth.
- 27.04 A maternity leave can be split, interrupted or extended in accordance with the conditions provided in section V of the present article 27.

- 27.05 During the maternity leave and the extensions provided in clause 27.03 and in section V of the present article 27, the Employee can defer a maximum of four (4) weeks of annual vacation if she notifies the University in writing of the date of such deferral no later than two (2) weeks before the expiry of said maternity leave. If vacation is not deferred, the University must pay the vacation indemnity at the end of the fiscal year during which the vacation is due.
- 27.06 The maternity leave may be for a period less than eighteen (18) weeks. If the Employee returns to work within the two (2) weeks following birth, she must, at the University's request, submit a medical certificate confirming that she is sufficiently recovered to resume work.
- 27.07 The Temporary Employee or Seasonal Employee who has worked twenty (20) weeks in the twelve (12) months preceding the date of the maternity leave notice, is eligible for a maternity leave not exceeding twenty (20) weeks subordinate to the provisions of the law. The pregnant Employee whose name is on the recall list has the right to temporarily suspend her availability for twenty (20) consecutive weeks. To obtain this suspension, the Employee must give a written notice to the University at least two (2) weeks prior to the suspension of availability, together with a medical certificate confirming the projected date of birth.

## **Section II: Special leaves**

### **27.08 Provisional assignment**

- a) An Employee may request a provisional assignment to another position with the same job title or a different one, in the following cases:
- 1) she is pregnant and her working conditions expose her or her unborn child to dangers;
  - 2) her working conditions involve dangers for the child whom she is breast-feeding.

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

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

During the special leave provided by the preceding paragraph, in regard to her indemnity, the Employee is subject to the provisions of the Act respecting occupational health and safety on preventative measures for the pregnant or breast-feeding Employees.

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

Should an Employee other than the Employee requesting to be temporarily reassigned agree, his position may be exchanged for that of the pregnant

Employee or the breast-feeding 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 maintain 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 risk of miscarriage or a danger to the health of the mother or unborn child, caused by the pregnancy and requiring a work stoppage, the Employee is entitled to a special maternity leave, the duration of which is specified on the medical certificate attesting the existing danger and due date; this leave is then considered to be the maternity leave provided in clause 27.01, as of 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 or visits related to an adoption, 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 27.26, insofar as she is normally entitled to them and also in clause 27.28. The Employee covered by clause 27.08 b) may also avail herself of the benefits from the sick leave plan or the long term disability plan, whichever the case may be.

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

**27.09 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 of the case, between the delivery date or in case of adoption, between the date the child is in the Employee's care, and the fifteenth (15th) day following the child's arrival at his father or mother's residence. However, one (1) out of those five (5) days can be deferred for the purpose of a religious celebration related to the birth or for the civil registration of the child.

When the pregnancy of an Employee's spouse is interrupted during or after the twentieth (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 his annual vacation. He must inform the University in writing.

27.10 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.

27.11 Paternity leave

The Employee whose spouse gives birth is entitled to a paternity leave for a maximum period of five (5) consecutive weeks for the birth of his child. This leave must be taken not 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 her eighteen (18) weeks of maternity leave and benefits from the rights and benefits pertaining to such leave.

#### **Section IV: Parental leave**

- 27.12 a) A parental leave of a maximum duration of one-hundred and four (104) consecutive weeks is granted to the Employee following the end of the maternity leave or paternity leave, or one-hundred and four (104) weeks following the date of arrival of the child at the Employee's residence in the case of an adoption.
- b) An Employee whose projected duration of parental leave is less than one-hundred and four (104) weeks can, only once, ask the University to extend his or her parental leave up to the maximum provided in paragraph a) by submitting a written request at least thirty (30) days prior his projected return to work.
- c) During this leave, the Employee can, if he submits a request to the University at least thirty (30) days in advance, modify his full-time parental leave in a part-time parental leave or vice-versa. The Employee can prevail himself from this provision only once.

- d) The Employee who wants to return to work before the projected date must give a written notice at least twenty-one (21) days prior to his return to work or thirty (30) days prior to his return to work if the duration of the leave is more than thirty-four (34) weeks.
- e) The Employee who does not prevail 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 his care.
- f) In the case of a part-time parental leave, the request must specify the schedule desired by the Employee. In case of disapproval by 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**

27.13 A maternity, paternity or parental leave can be split in weeks, upon the Employee's request, in the following circumstances:

- a) if the Employee's child is hospitalized, the Employee can, upon agreement with the University, return to work for the duration of the hospitalization;
- b) for a maximum duration of twenty-six (26) weeks if the Employee is sick or unfit to work because of an injury or organ or tissue donation for the purpose of transplantation;
- c) If the Employee must be present with his child, spouse, spouse's child, father, mother, spouse of the father or mother, brother, sister, or one of his grandparents because of a serious illness or a serious accident.
- d) The period provided for in c) above can be extended in the following cases:
  - i) up to one hundred and four (104) weeks, when the Employee must stay with his minor child who has potentially mortal illness;
  - ii) up to one hundred and four (104) weeks, when the Employee must stay with his minor child who suffered serious bodily injury during or resulting directly from a criminal offence that renders the child unable to carry on regular activities.
- e) Up to a maximum of one hundred and four (104) weeks, if the Employee's minor child has disappeared. If the child is found within twelve (12) months of

disappearing, that period shall end on the eleventh (11th) day that follows the day on which the child is found;

- f) Up to a maximum of one hundred and four (104) weeks, if the Employee's spouse or child commits suicide;
- g) Up to a maximum of one hundred and four (104) weeks if the death of the Employee's spouse or child occurs during or results directly from a criminal offence.

The Employee resumes his maternity, paternity or parental leave when the event which gave rise to the splitting or interruption of said leave comes to an end. When the Employee resumes such leave, the University resumes the payment of the supplemental indemnity to which the Employee would have been entitled to should there has been no occurrence of such split or interruption.

- 27.14 When the child is hospitalized during the maternity, paternity or parental leave, an Employee who interrupted his leave may return to work, after reaching an agreement with the University
- 27.15 The Employee who submits a written notice to the University with a medical certificate attesting of the health of his child or, in the case of a maternity leave her own health, before the end of their maternity, paternity or parental leave is entitled to an extension of the leave for the duration prescribed on the medical certificate.
- 27.16 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)**

- 27.17 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.
- 27.18 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.
- 27.19 Payments for deferred remuneration or severance pay will not be reduced nor increased by the payment of compensation under the present article 27.
- 27.20 **Employees eligible to QPIP**
  - a) The Employee who, following a request for QPIP benefits, receives such benefits, is entitled to receive :
    - i) During her maternity leave:

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

- ii) During his paternity leave:

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

- iii) During her or his parental leave:

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

- b) The total of the amounts received by the Employee during her or his maternity, paternity or parental leave in QPIP benefits and wages cannot exceed ninety-three percent (93%) of her or his base weekly salary paid by the University and if so, by any other employer.
- c) When the QPIP benefits are interrupted for any reason provided in section V, the payment of the supplementary allowance will cease to 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 receive an allowance equivalent to ninety-three percent (93%) of her regular weekly salary. The Employees benefiting from this additional maternity leave will be eligible to those two (2) weeks in addition to the leave provided in section IV. Those two (2) weeks will not be taken into account in the calculation of the parental leave of a maximum duration of two (2) years.

**27.21 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:

- a) The full-time Employee who has accumulated twenty (20) weeks of service is entitled, for ten (10) weeks, to an allowance equal to ninety-three percent (93%) of his weekly regular salary;
- b) The part-time Employee who has accumulated twenty (20) weeks of service is entitled for ten (10) weeks to an allowance equal to ninety-three percent (93%) of his weekly regular salary.



#### 27.22 **Employee not eligible for QPIP but eligible to Employment Insurance**

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

- i) During a maternity leave :

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

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

#### 27.23 **Miscellaneous**

- a) No allowance shall be paid during a paid vacation period.
- b) The first installment of the allowance is performed, 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 performed each payroll period.
- c) The regular weekly salary of the permanent part-time Employee is the average of his regular weekly salary of the twenty (20) weeks preceding his leave. If, during this period, the Employee has received benefits based on a percentage of his regular salary, it is understood that in the purpose of calculating his regular salary, it refers to regular salary from which such benefits were established.

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

- d) Any period during which the Employee on special leave provided in clause 27.08 does not receive a *Commission des normes, de l'équité, de la santé et sécurité du travail* (CNESST) allowance is excluded from the calculation of her base weekly salary.

## **Section VII: Notice**

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

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

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

- 27.25 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 having resigned.

## **Section VIII: Benefits**

- 27.26 During the maternity, paternity and parental leave, the Employee is entitled, provided that he is normally entitled to and that he pays his share of premiums or dues, to the following benefits:

- Concordia Health Care Insurance including vision care;
- Short-term Disability Insurance;
- Long-term disability Insurance;
- Basic Life Insurance
- Optional Life Insurance
- Accidental Death and Dismemberment Insurance;
- Optional Dependent Life Insurance;
- Dental Care;
- Pension plan;

- Accumulation of seniority;
- Accumulation of experience;
- Eligibility to apply on a job posting and to obtain the position in compliance with the provisions of the collective agreement, as if he was still at work.

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

27.28 Upon his return, the Employee reintegrates his position or the position obtained by posting during his leave. In the event that the position has been abolished, or if he has been displaced due to the application of article 11, the Employee can prevail himself, upon his return to work, of all the rights and privileges provided in the collective agreement.

The Employee covered by clause 27.08 b) can also benefit from the short-term invalidity leave or from the long term disability plan, as appropriate.

27.29 a) Subject to article 35, the step increase policy will be maintained for the duration of this collective agreement for the duration of the leave provided in article 27.

b) During a leave without pay or a part-time leave without pay of more than twelve (12) weeks, an Employee retains his eligibility to the benefits provided in articles 36 and 37 if he becomes disabled or unable to return to work due to a sickness or an injury other than a work related injury, after submitting a written request to end his leave with or without pay as provided in clause 27.12d).

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

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

For purpose of this paragraph, all leaves accumulated pursuant to article 26 before the maternity or paternity leave are added to the deferred annual vacation.

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**ARTICLE 28 LEAVE WITHOUT PAY**

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This article does not apply to Temporary and Seasonal Employees.

28.01 In cases not provided for in this Collective Agreement, a Permanent Employee with one (1) year of service who, for a valid reason, wishes to obtain a leave without pay, must make a written request to the Unit Head. The University shall not refuse such a leave without valid reason.

A written request for a leave without pay should be forwarded to the Unit Head no later than two (2) months before the beginning of the leave without pay.

28.02 The duration of a leave without pay generally does not exceed twelve (12) months.

28.03 If an Employee uses a leave without pay for purposes other than those for which it was granted or if they fail 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.

28.04 After agreement between the parties an Employee may put an end to the leave without pay before the anticipated date of return.

28.05 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 into an equivalent position if their position has been posted or abolished. However, positions left open as a result of leaves without pay for a period not exceeding twelve (12) months are not considered Vacant Positions.

28.06 Unless there is an agreement or provision to the contrary, an Employee on leave without pay does not benefit from the advantages provided in the present 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.

28.07 Notwithstanding Articles 28.01 and 28.03, after five (5) years of continuous service, an Employee may obtain, upon demand, and this once for each five (5) year period, a leave without pay for a duration not exceeding twelve (12) consecutive months. In such a case, the Employee must give an advance notice of at least thirty (30) days to the Unit Head .

28.08 a) The leaves without pay provided in Articles 28.01 and 28.07 can be part-time and this according to the same conditions. In this case, the Employee's working conditions and/or benefits will be applied on a pro-rated basis to the number of paid hours with the exception of seniority which is accumulated as if the Employee were at work full-time, and with the exception, as well, for insurance and pension plans where the Article 28.06 applies subject to the part assumed by the University.

b) The University and the Employee agree on the arrangement of the partial leave. Should there be a disagreement as to the number of days of leave per week the Employee is entitled to a maximum of two-and-a-half (2 1/2) days per week.

Should there be a disagreement as to the distribution, the University determines the distribution.

- c) The Permanent Part-time Employee is not entitled to a part-time leave without pay.

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**ARTICLE 29 PUBLIC SERVICE ABSENCES**

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This article does not apply to Temporary and Seasonal Employees.

- 29.01 Any Permanent Employee standing for election to a municipal council, a school board, 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.
- 29.02 Any Permanent Employee who is a candidate in a municipal, provincial or federal election is subject to the *Canada Elections Act*.
- 29.03 Any Permanent Employee elected in a municipal election (full-time mandate), provincial or federal election is granted a leave without pay for the duration of 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.
- 29.04 A Permanent 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.
- 29.05 A Permanent Employee elected to a school board, a municipal council, 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 Administrative Services Office, as a general rule at least two (2) working days prior to the date of the beginning of the leave.

- 29.06 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 or posted. However, positions left open as a result of public service absence for a period not exceeding six (6) months are not considered Vacant Positions.

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**ARTICLE 30 UNIVERSITY CLOSINGS**

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- 30.01 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, no Employee shall suffer loss of pay. Moreover, any Employee whose presence

is required, shall receive, subject to express provisions of the present Collective Agreement, in addition to their regular salary for time worked, the equivalent in paid leave. Furthermore, the terms of the University policy on closings shall apply.

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**ARTICLE 31 WAIVER OF TUITION**

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This article does not apply to Temporary and Seasonal Employees.

- 31.01 Permanent Employees and their dependents accepted in and registered for courses at the Undergraduate or Graduate rate established for «Canadian and other students with Permanent Residence» (Landed Immigrant) status are exempt from the tuition fees for credit courses. For Permanent Part-time Employees, the exemption is prorated to hours worked.
- 31.02 The expression "courses given by the University" refers to all credit courses included in the regular curriculum.
- 31.03 For the purpose of this Article, the term "dependents" means:
- a) a Spouse as defined in Article 3;
  - b) the child/children, that is to say any child of the Employee, of their Spouse, or of both, and who is financially dependent on the Employee.
- 31.04 The following persons are also entitled to a tuition waiver:
- a) the Spouse and the children of a Permanent Employee who dies while in the employ of the University, as long as the Spouse and children of that Employee are financially dependent on the proceeds of the estate of the deceased Employee;
  - b) a Permanent Employee who has retired from the University;
  - c) the Spouse and the financially dependent children of a Permanent Employee who has retired from the University.
- 31.05 Except as provided in Article 31.04, 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 in the University, and in such an event the Employee becomes responsible as of that date for a pro-rated amount of the tuition fees that had been waived.

When an Employee is laid off, the waiver of tuition remains in effect for those courses where the tuition has already been 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 pro-rated to the date of hire.

31.06 The waiver applicable to those covered includes the whole of the tuition fees. However, the waiver does not include the following costs:

1. laboratory or problem period charges;
2. course change fees;
3. application fees;
4. student services;
5. student association fees;
6. deferred payment charges or withdrawal fees.

All other charges of a similar nature are also excluded from the waiver.

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

Tuition waiver for a Permanent Employee is not normally applicable to non-credit courses offered by Continuing Education. However, an Employee may be admitted to such courses without paying a fee if the University Librarian certifies that this will assist her/him in carrying out their duties in the Libraries and if it does not pre-empt a place that would otherwise be filled by a fee paying student.

31.08 A Permanent Employee who, in order to complete a program leading to a University degree, must take the 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 their Unit Head and that an agreement is reached with her/him concerning the redistribution of their hours of work.

Nothing that may be put into effect by virtue of the present Article may be interpreted or applied in such a way that the right to tuition waiver as provided for in this Article for Employees and their dependents may be eliminated, restricted, or impinged upon.

31.09 a) An Employee who works evenings and who wishes to register for courses must discuss the matter beforehand with the Unit Head concerned.

b) Immediately following registration, the Employee must inform the Unit Head concerned of their class schedule.

c) Upon completion of the registration process, if there is a conflict between the hours of classes and the Employee's work schedule, adjustments will be made to work schedules according to seniority.

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

- b) A Permanent Employee who wishes to take French or English language credit courses offered by the University during regular working hours may do so without loss of pay, provided that a request is made in advance to their Unit Head. The granting of such a request will not be unreasonably withheld, taking into account:
- service needs;
  - position requirements;
  - the Employee's seniority applied within their sector and this on a rotating basis.
- c) Every year the University will organize French Language courses during regular working hours, without loss of pay, subject to the condition that the Union provides the names of at least twenty-five (25) Employee participants.
- d) The University agrees that any general policy related to French or English language courses offered by the University which provide superior advantages and benefits to those included herein, shall also apply to the Employees.
- e) Any Permanent Employee who wishes to have a leave without pay in order to follow a French immersion course given by the University, or some other institution, must make a request in writing to their Unit Head to be forwarded to the University Librarian.

The provisions of Article 28 apply to an Employee on leave by virtue of this paragraph.

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**ARTICLE 32 OCCUPATIONAL INJURIES**

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- 32.01 An Employee suffering an occupational injury must report the injury to their Unit Head before leaving the premises, and, if necessary, consult a health service as soon as possible after the accident. Any injury, accident or near-miss must be reported via the University's website.
- 32.02 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 not more than fifty-two (52) weeks. The Employee turns over to the University compensation received from the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST). The terms of this paragraph 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.

When doubt exists as to whether the disability is the result of an occupational injury, the decision of the CNESST shall be binding on the parties.



If the date of a salary increase occurs during the fifty-two (52) week period provided in this Article, the Employee will benefit equally from the salary increase to which they are entitled.

- 32.03 a) The Employee who remains incapable of performing their duties as a result of an occupational injury and who becomes capable of carrying out suitable employment has the right to occupy the first suitable position that becomes available.
- b) If there is no such position available the Parties shall meet to discuss a recycling program, for the Employee concerned, in accordance with the law.
- c) The Employee who has been reintegrated into their position or an equivalent position is entitled to receive salary and advantages at the same rate and conditions from which they would have benefited if they had continued to carry out their duties during the time of their absence.

The Employee who occupies a suitable position is entitled to receive the salary and advantages tied to this position taking into account seniority and the continuous service they have accumulated.

32.04 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.

32.05 When an Employee who suffered an occupational injury returns to work, the University pays their net salary for each day or part of a day when the Employee must be absent from work in order to receive care or undergo a medical exam related to their injury or to fulfill an activity within the framework of an individualized rehabilitation program.

32.06 As for the rest, the Parties are subject to the provisions of the Act respecting industrial accidents and occupational diseases.

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## **ARTICLE 33 TECHNOLOGICAL CHANGE**

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### **33.01 Technological change**

Means 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, new software, new work procedures or new machinery replacing that which was already in place affecting the working conditions in the sense of the present Article.

The procedure described hereafter does not preclude the possibility of the University consulting the employees who will potentially be affected when it is considering a major change.

When the University intends to introduce a major change, it shall consult the Union and the employees affected in the following order:

- a) The University shall share its intentions with the Union at the Labour Relations Committee, and subsequently with the employees affected. When the University meets with the employees affected, a Union representative may be present.
- b) 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.
- c) 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 appropriate, 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 who are affected.
- d) 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).
- e) The University agrees to offer to Employees having employment security, 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.

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## **ARTICLE 34 TRAINING AND DEVELOPMENT**

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This article does not apply to Temporary and Seasonal Employees.

34.01 All Employees who wish to follow training sessions which are related to the duties carried out in a position within the bargaining unit must make a request forwarded to the University Librarian. The University will not refuse without valid reason.

The Employee who follows these sessions during regular work hours does not suffer any loss of pay.

For greater clarity, a training session is usually of short duration, namely thirty-five (35) hours or less.

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**ARTICLE 35 CLASSIFICATION AND WAGES**

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Only clauses 35.01, 35.02, 35.03 b) and 35.09 b) apply to Temporary and Seasonal Employees.

- 35.01 Pay cheques are given to Employees on Thursday every two (2) weeks. However, should the pay day fall on a holiday, pay cheques will be distributed no later than the preceding workday.
- 35.02 In the event of a permanent termination of employment, the University remits, at the time of departure, to the Employee who has made the request at least six (6) working days in advance, all salaries and vacation indemnities due to them, as well as a statement indicating all amounts owing from all other fringe benefits.
- 35.03 a) The Parties agree that the classification plan and the salary scales in Appendix A, Appendix A.1 and Appendix B of the present Collective Agreement, as well as the mechanisms provided in the present Collective Agreement, apply to all Employees.
- b) Modified salary scales must be posted within five (5) working days of their modification, and remain posted until the next modification.
- 35.04 When an Employee is transferred from one position to another within the same Job Class, they shall suffer no loss in salary.
- 35.05 When an Employee is promoted to a position in a higher Job Class, they receive, from the date of the Promotion, subject to the provisions of Article 13.04 h) as the case may be, the more advantageous of:
- 1) the minimum of the higher Job Class;
  - 2) the step which provides an increase representing at least the difference between the first two (2) steps of their new Job Class; if the increase places the salary between two (2) steps, it is carried to the immediately higher step.
- 35.06 When an Employee is transferred from a position in a higher Job Class to a lower Job Class, they receive, from the date of the Transfer, subject to the provisions of Article 13.04 h), the step which results in a reduction representing the difference between the first two (2) steps of their new Job Class; if the reduction places the salary between two (2) steps, it is carried to the immediately lower step.
- 35.07 a) An Employee temporarily assigned to a position in a higher Job Class, shall receive, retroactive to the first day of the temporary assignment, the salary they would have received had they been promoted to this position.

- b) The provisions in Article 35.06 apply to Employees temporarily assigned to a position in a lower Job Class.

35.08 An Employee assigned to a position in a lower Job Class as a result of the application of Article 32 shall not suffer any reduction of salary. However, if their salary is superior to the maximum of their new Job Class, it shall be reduced to the maximum of this Job Class after a delay of six (6) months.

- 35.09
- a) Each full-time employee receives a step advance on June 1 of each year.
  - b) Part-time, Temporary and Seasonal Employees receive step advances on each date on which they complete the equivalent of a full-time year of service. For the purpose of this clause, one thousand eight-hundred and twenty-seven (1827) hours paid is equivalent to one year's full-time service.

For the Temporary or Seasonal Employee, the Job Class is determined by the position or the function for which they are recalled or hired.

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## **ARTICLE 36 GROUP INSURANCE AND PENSION PLAN**

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36.01 Permanent Employees covered by this Collective Agreement are entitled to participate in the University's benefits program in accordance with the terms contained therein, including:

- a) Concordia Health Care Insurance (including vision care);
- b) Short-term Disability Insurance;
- c) Long-term disability Insurance;
- d) Basic Life Insurance;
- e) Optional Life Insurance;
- f) Accidental Death and Dismemberment Insurance;
- g) Optional Dependent Life Insurance;
- h) Dental Care ;
- i) Employee Pension Plan.

36.02 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 31.

36.03 Article 36 does not apply to Temporary and Seasonal Employees, save where expressly provided by Law.

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**ARTICLE 37 SICK LEAVE**

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**37.01 Purpose**

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

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

**37.02 Sick Leave Bank**

a) In the event of injury or illness of a short duration (i.e., five (5) days or less), an Employee is entitled to a maximum of fifteen (15) days (or 105 hours) accumulated sick leave per year, (the year being calculated from June 1) paid at the equivalent rate they would have received had they remained at work. The annual entitlement of sick leave days is not cumulative from year to year.

Once the fifteen (15) days of sick leave are exhausted, additional days of sick leave are considered as leave without pay.

b) The University may require an Employee to sign an absence report, as appears in Appendix E, for each absence due to injury or illness, upon their return to work.

c) The University may require an acceptable medical certificate from an Employee for any absence caused by illness of four (4) working days or more.

d) Notwithstanding the present Article, an Employee may defer, from one year to the next, a maximum of five (5) days (or thirty-five (35) hours) of unused sick leave. However, the total number of short-term sick leave days may not exceed twenty (20) (or one hundred and forty (140) hours) in a year. The deferred days must be used for sick leave of a short duration.

Temporary Employee and Seasonal Employees are entitled to the sick leave bank pro-rated based on their hours worked.

**37.03 Short-Term Sick Leave and Long-Term Disability**

a) In the case where an Employee is sick for a period exceeding five (5) working days, they are covered by short-term sick leave, that is to say, they will not suffer any loss of pay for a period of four (4) months commencing with the first working day of the absence.

After four (4) months, the Employee shall receive salary insurance benefits (long-term disability plan) as defined in Article 36.

Salary means the salary which the Employee would have received had they been at work.

- b) Short-Term Sick Leave benefits are reinstated one (1) month following the return to active employment for a new incapacity, and three (3) months following the return to active employment for a recurring incapacity; otherwise they remain in effect.
- c) For any absence under short-term sick leave or long-term disability, the University reserves the right to require a medical certificate at any time during or at the end of this absence.
- d) Temporary Employee and Seasonal Employee are entitled to the short term sick leave pro rated based on their hours worked.

37.04 The payment of indemnities during sick leave provided in Articles 37.02 and 37.03 is made directly by the University.

37.05 a) An Employee shall inform their Unit head and/or CULEU Supervisor that they are ill as soon as possible, but no later than thirty (30) minutes after the beginning of their regular workday.

b) If, because of the nature of the Employee's illness or injuries, the Unit head and/or CULEU Supervisor cannot be advised, the Employee suffers no prejudice.

37.06 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 absence provided in Articles 36.01, 37.02 and 37.03 for a period not exceeding twelve (12) months are not considered Vacant Positions.

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## **ARTICLE 38 STUDY LEAVE**

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This article does not apply to Temporary and Seasonal Employees.

38.01 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) Permanent Employees who have completed three (3) years of permanent service with the University shall be eligible for study leave.

c) Requests for a study leave shall be subject to the ability of the respective department to accommodate the study leave, but granting will not be unreasonably withheld.

- 38.02 a) Written application for a study leave shall be made to the University Librarian with a copy to the Office of the University Librarian, three (3) months prior to the date at which the leave is to commence.
- b) Applications for study leave shall state:
- i) the specific reason for the leave;
  - ii) proof of acceptance into an accredited program, when available;
  - iii) the desired period of leave;
  - iv) the percentage work reduction requested.

38.03 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.

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

38.05 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%

38.06 An Employee's annual base salary, while on leave, shall be computed on the basis of the Employee's standard 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.

38.07 Eligible Employees who participate in the University benefit plan 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.

38.08 Vacation entitlement for an Employee on study leave shall be prorated to percentage of work.

38.09 Approval or refusal of study leave shall be provided in writing by the University Librarian with a copy to Human Resources within six (6) weeks of the date the application was

received. Approval letters shall include all agreed to conditions; refusal letters shall include reasons for the refusal.

- 38.10 The Library Administration Office will provide statistics on study leave application to the Union each year in January, April and August.
- 38.11 Three years (3) of permanent service after completion of an initial study leave are required before an Employee shall again be eligible for such leave.

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**ARTICLE 39 EARLY RETIREMENT**

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This article does not apply to Temporary and Seasonal Employees.

- 39.01 A Permanent 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.
- 39.02 Notwithstanding the provisions contained in Article 39.01, Permanent 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, which follows it, subject to a notice of at least three (3) months.
- 39.03 In addition to their early retirement pension, Permanent Employee who has completed fifteen (15) years of service is eligible to receive a lump sum calculated according to their age at early retirement. The amount is determined in the following way:

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

- 39.04 The University will proceed with the applications for early retirement taking into account the applicants' seniority. Applications that are denied during one fiscal year for budgetary reasons will be dealt with in priority the following year.

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**ARTICLE 40 DEFERRED SALARY LEAVE**

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This article does not apply to Temporary and Seasonal Employees.

- 40.01 a) Deferred salary leave is intended to provide Permanent Employees with an opportunity to benefit from a leave with salary. The University views deferred salary leave as beneficial to the Employee and to the University.



- b) Requests for a deferred salary leave 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 deferred salary leave will be for not less than six (6) consecutive months and will not exceed twelve (12) consecutive months.

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

- d) Permanent Employee may apply in writing to participate in the Deferred Salary Leave Plan (DSLPL) to the Unit Head with a copy to the Employee and Labour Relations Office at least three (3) months prior to the date at which the Employee wishes to commence participation in the DSLP.
- e) Approval or refusal of a deferred salary leave will be provided by the Unit Head with a copy to the Employee and Labour Relations Office within five (5) weeks of the date the application was received. In case of refusal, the University must provide the reasons to the Employee with a copy to the Union.
- f) Participation of an Employee in the DSLP is subject to the signing of a contract as provided for in Appendix "F".
- g) This contract must be signed by the Employee and returned to the Employee and Labour Relations Office four (4) weeks prior to the date that the deferral period is to commence.

The Employee and Labour Relations Office will forward a copy of the signed contract to the appropriate Unit Head.

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 deferred salary leave plan.

- 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%

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**ARTICLE 41 AMENDMENTS TO THE COLLECTIVE AGREEMENT**

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- 41.01 In the event that the Parties mutually agree to amend any of the provisions of the present 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*.
- 41.02 The University may grant privileges to one or more Employees under exceptional circumstances. Such arrangements must not be construed as being acquired rights or amendments to the Collective Agreement, or as having a general application. Such arrangements must be subject to a prior written agreement between the Union and the University unless time constraints do not permit. However, in such cases, the University must inform the Union in writing as soon as possible of such arrangements. Nevertheless, the Union retains the right in such cases to confirm or reject the arrangements. In the latter case, the arrangements are discontinued.

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**ARTICLE 42 APPENDICES AND LETTERS OF AGREEMENT**

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- 42.01 All appendices and all letters of agreement form an integral part of the Collective Agreement.

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**ARTICLE 43 STRIKE AND LOCK-OUT**

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- 43.01 It is agreed that Employees covered by this Collective Agreement shall not engage in any strike, sit-down, work stoppage, or any other concerted action designed to limit service or operations during the life of this Collective Agreement; the University will not engage in any lockout during the life of this Collective Agreement.

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**ARTICLE 44 DURATION OF THE COLLECTIVE AGREEMENT AND RETROACTIVITY**

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- 44.01 The present Collective Agreement enters into and remains in effect from the signing of the Collective Agreement until May 31, 2026.
- 44.02 Notwithstanding Article 44.01, the present Collective Agreement remains in effect up until the signing of the new Collective Agreement in accordance with the respective rights of both Parties as provided in the *Labour Code*.
- 44.03 **Retroactivity**
- Wage increases and adjustments are paid retroactively to Employees of the University at the date of signature of the Collective Agreement, to employees who have left the employ of the University as well as to Employees who have retired between June 1, 2023 and the date of signature of the Collective Agreement.

The retirement benefit of an Employee who has retired between June 1, 2023 and the date of signing of the Collective Agreement is recalculated according to the wage increases stipulated in the present Collective Agreement.

- 44.04 The retroactive amounts are determined, taking into account the changes which have taken place since June 1, 2023 (promotions, demotions), the number of hours paid between June 1, 2023 and the date of signature of the Collective Agreement, step advances since June 1, 2023, as well as the payments resulting from pay equity.

Retroactivity shall be paid within sixty (60) days of the signing of the Collective Agreement.

- 44.05 For purposes of the present article, the term “hours paid” means:

- 1) hours paid by the University during an absence from work because of illness;
- 2) hours paid at the regular rate;
- 3) overtime hours worked and remuneration at regular time plus fifty percent (50%);
- 4) overtime hours worked and remuneration at regular time plus one hundred percent (100%).

In witness hereof, the parties have signed in the City of Montreal on this 11<sup>th</sup> day of February 2025.

For Concordia University

For the Concordia University Library employees' Union (CSN) - Syndicat des employé(e)s des bibliothèques de l'Université Concordia (CSN)



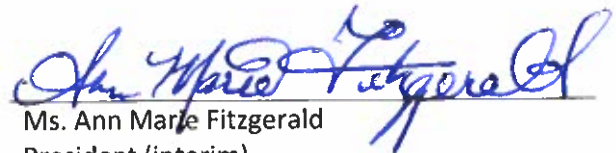
Dr. Graham Carr  
President & Vice-Chancellor



Mr. Kwabena Otchere  
President



Dr. Anne Whitelaw  
Provost and Vice-President, Academic



Ms. Ann Marie Fitzgerald  
President (interim)



Ms. Amy Buckland  
University Librarian, University Library



Ms. Sarah Polk  
Negotiation Committee Member



Ms. Carolina Willsher  
Associate Vice-President, Human Resources



Mr. John Vatsis  
Negotiation Committee Member



Ms. Sylvie Côté  
Executive Director, Employee and Labour Relations, Human Resources



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Ms. Lina Guerra  
Manager, Office of the University  
Librarian, Library Administration

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Ms. Dianne Cmor  
Associate University Librarian, Teaching  
and Learning, University Library



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



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Ms. Catherine Bitton  
Advisor, Employee and Labour Relations,  
Human Resources

This appendix applies to all permanent and seasonal employees who hold this status as of May 31, 2021

### **Library Assistant A**

#### **Job Class Description:**

Under direct supervision, performs routine library tasks of limited complexity, following prescribed procedures and with minimum requirement for independent judgment.

#### **Required Qualifications:**

1. Secondary school matriculation (high school graduation), or
2. Relevant commercial or technical training or experience may be substituted, provided a minimum of Grade 10 (two years of high school) has been completed,  
  
or
3. All qualifications judged equivalent by the University.

#### **Position titles such as:**

Stack Attendant  
Monitor

### **Library Assistant B**

#### **Job Class Description:**

under supervision, performs library tasks of moderate complexity. Generally exercises independent judgment in the daily planning of work and in applying basic library techniques within established policies and regulations. Under the direction of an Employee in a higher Job Class or a Unit Head, may instruct and supervise Library Assistants A and other library Employees in specific tasks. Refers difficult problems and policy matters to the supervisor, who periodically reviews overall results to ensure conformity with prescribed procedures and maintenance of standards.

#### **Required Qualifications:**

1. High school diploma and one (1) year of library experience  
  
or

2. Equivalent experience.

**Position titles such as:**

LA-B

Circulation Clerk

Circulation/Stacks Clerk

Interlibrary Loans Clerk

Public Services Clerk

LE-B

Stacks Clerk

**Library Assistant C**

**Job Class Description:**

under general supervision is responsible for the performance and/or supervision of complex library tasks. Consults supervisor on difficult problems or new policies only. However, generally uses independent judgment and initiative in performing duties within assigned objectives.

**Required Qualifications:**

1. Bachelor's degree,  
or
2. Diploma of Collegial Studies (Documentation Technology),  
or
3. Two (2) years of post-secondary education and two (2) years of library experience,  
or
4. High school diploma and three (3) years of library experience,  
or
5. Equivalent experience or education.

**Position titles such as:**

Assistant to the Head, Vanier Library  
Acquisitions Assistant  
Binding & Receiving Assistant  
Collections Assistant  
Cataloguing Assistant  
Electronic Resources Assistant  
Interlibrary Loans Assistant  
Library Personnel Assistant  
Public Services Assistant  
Reference Assistant  
Reserves Assistant  
Serials & Payments Assistant  
Public Services Assistant, Reserves  
Public Services Assistant, Reference  
Public Services Assistant, Reference & Document Delivery

**Library Assistant D**

**Job Class Description:**

under the direction of a department head or a librarian is responsible for planning, supervising and maintaining an effective flow of work and for initiating and arranging work methods and procedures relative to that work in a section of the library. Is responsible for the training and performance of subordinate staff with frequent exercises of judgment, resourcefulness and tact in interpreting procedures and recommending new work methods. Individuals performing highly specialized tasks in a subject or language area or highly specialized library techniques may also be included in this Job Class.

**Required Qualifications:**

1. Bachelor's Degree from a college or university and suitable library experience,  
  
or
2. High school graduation and a minimum of four (4) years relevant library experience,



or

3. Diploma of Collegial Studies (Documentation Technology) and a minimum of two (2) years library experience,

or

4. Equivalent experience and/or education.

**Position titles such as:**

Assistant to the University Librarian  
Circulation Supervisor  
Information Services Supervisor  
Interlibrary Loans Supervisor  
Public Services Supervisor  
Senior Archival Assistant  
Senior Acquisitions & Payment Assistant  
Senior Budget & Facilities Assistant  
Senior Cataloguing Assistant  
Senior Electronic Resources Assistant  
Senior Public Services Assistant

This appendix applies to all employees hired on or after June 1, 2021.

### **Library Assistant A**

#### **Job Class Description:**

Under direct supervision, performs routine library tasks of limited complexity, following prescribed procedures and with minimum requirement for independent judgment.

#### **Required Qualifications:**

1. Secondary school matriculation (high school graduation),  
or
2. Relevant commercial or technical training or experience may be substituted, provided a minimum of Grade 10 (two years of high school) has been completed,  
or
3. All qualifications judged equivalent by the University.

#### **Position titles such as:**

Stack Attendant  
Monitor

### **Library Assistant B**

#### **Job Class Description:**

under supervision, performs library tasks of moderate complexity. Generally exercises independent judgment in the daily planning of work and in applying basic library techniques within established policies and regulations. Under the direction of an Employee in a higher Job Class or a Unit Head, may instruct and supervise Library Assistants A and other library Employees in specific tasks. Refers difficult problems and policy matters to the supervisor, who periodically reviews overall results to ensure conformity with prescribed procedures and maintenance of standards.

#### **Required Qualifications:**

1. High school diploma and one (1) year of library experience

or

2. Equivalent experience.

**Position titles such as:**

LA-B  
Circulation Clerk  
Circulation/Stacks Clerk  
Interlibrary Loans Clerk  
Public Services Clerk

LE-B  
Stacks Clerk

**Library Assistant C**

**Job Class Description:**

under general supervision is responsible for the performance and/or supervision of complex library tasks. Consults supervisor on difficult problems or new policies only. However, generally uses independent judgment and initiative in performing duties within assigned objectives.

**Required Qualifications:**

1. Diploma of Collegial Studies (three-year technical program) in a field pertinent to the primary responsibilities of the position,

**Position titles such as:**

Assistant to the Head, Vanier Library  
Acquisitions Assistant  
Binding & Receiving Assistant  
Collections Assistant  
Cataloguing Assistant  
Electronic Resources Assistant  
Interlibrary Loans Assistant  
Library Personnel Assistant  
Public Services Assistant  
Reference Assistant  
Reserves Assistant  
Serials & Payments Assistant

Public Services Assistant, Reserves  
Public Services Assistant, Reference  
Public Services Assistant, Reference & Document Delivery

### **Library Assistant D**

#### **Job Class Description:**

under the direction of a department head or a librarian is responsible for planning, supervising and maintaining an effective flow of work and for initiating and arranging work methods and procedures relative to that work in a section of the library. Is responsible for the training and performance of subordinate staff with frequent exercises of judgment, resourcefulness and tact in interpreting procedures and recommending new work methods. Individuals performing highly specialized tasks in a subject or language area or highly specialized library techniques may also be included in this Job Class.

#### **Required Qualifications:**

1. Diploma of Collegial Studies (three-year technical program) in a field pertinent to the primary responsibilities of the position and a minimum of two (2) years of relevant experience,

#### **Position titles such as:**

Assistant to the University Librarian  
Circulation Supervisor  
Information Services Supervisor  
Interlibrary Loans Supervisor  
Public Services Supervisor  
Senior Archival Assistant  
Senior Acquisitions & Payment Assistant  
Senior Budget & Facilities Assistant  
Senior Cataloguing Assistant  
Senior Electronic Resources Assistant  
Senior Public Services Assistant

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## APPENDIX B SALARIES

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### A) Annual salary increases

Pay scales are increased as follows:

**Effective June 1<sup>st</sup>, 2023:** The salary rates and scales are increased by four point eight percent (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 greater.

**Effective June 1<sup>st</sup>, 2024 :** The salary rates and scales are increased by three point two percent (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 greater.

**Effective June 1<sup>st</sup>, 2025:** The salary rates and scales are increased by three percent (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 greater.

### B) Employees beyond the rate or beyond the scale

The provisions of paragraph A) dealing with increase to rates and salary scale are not applicable to an Employee who, May 31<sup>st</sup> preceding the increase, has a pay rate beyond the rate or beyond the scale for their Job Class. This Employee benefits, however, from a guaranteed increase in their rate for which the percentage is the same as that applicable to the fixed rate of pay or to the maximum of the scale for their Job Class and this increase is paid as follows:

- i) entirely as a lump sum payment if the fixed rate of pay or the maximum of the scale for their Job Class does not exceed their rate of pay.

Or

- ii) in part as an increase to their rate of pay and in part as a lump sum payment, if the increased fixed rate of pay or the increased maximum of the scale for their Job Class is greater than their rate of pay; in such cases, the Employee's rate of pay is increased by a percentage required to bring it to the fixed rate of pay or the maximum of the scale for their Job Class; the difference between, on the one hand, the percentage increase applied at the same date to the fixed rate of pay or to the maximum of the scale and, on the other hand, the percentage increase applied to their rate of pay is paid to the Employee as a lump sum.

The lump sums provided herein are calculated on the Employee's rate of pay before increasing and they are divided and distributed each pay, prorated to the regular paid hours for the period in question.

**C) Evening Premiums**

June 1, 2023	June 1, 2024	June 1, 2025
<p>1.53\$</p> <p>Or</p> <p>1.46\$ plus 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 if greater than 4.8%</p>	<p>1.58 \$</p> <p>Or</p> <p>June 1, 2023 evening premium rate plus 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 if greater than 3.2%</p>	<p>1.63\$</p> <p>Or</p> <p>June 1, 2024 evening premium rate plus 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 if greater than 3%</p>

D) Salary scales

<b>GRADE/STEP</b>	<b>June 1, 2022</b>	<b>June 2, 2023</b>	<b>June 1, 2024</b>	<b>June 1, 2025</b>
LAA1	22.46 \$	23.54 \$	24.29 \$	25.02 \$
LAA2	23.11\$	24.22 \$	25.00 \$	25.75 \$
LAA3	23.82 \$	24.96 \$	25.76 \$	26.53 \$
LAA4	24.50 \$	25.68 \$	26.50 \$	27.30 \$
LAA5	25.19 \$	26.40 \$	27.24 \$	28.06 \$
LAA6	25.95 \$	27.20 \$	28.07 \$	28.91 \$
LAB1	27.44 \$	28.76 \$	29.68 \$	30.57 \$
LAB2	28.13 \$	29.48 \$	30.42 \$	31.33 \$
LAB3	28.78 \$	30.16 \$	31.13 \$	32.06 \$
LAB4	29.48 \$	30.90 \$	31.89 \$	32.85 \$
LAB5	30.16 \$	31.61 \$	32.62 \$	33.60 \$
LAB6	30.85 \$	32.33 \$	33.36 \$	34.36 \$
LAB7	31.54 \$	33.05 \$	34.11 \$	35.13 \$
LAC1	28.79 \$	30.17 \$	31.14 \$	32.07 \$
LAC2	29.48 \$	30.90 \$	31.89 \$	32.85 \$
LAC3	30.20 \$	31.65 \$	32.66 \$	33.64 \$
LAC4	30.87 \$	32.35 \$	33.39 \$	34.39 \$
LAC5	31.63 \$	33.15 \$	34.21 \$	35.24 \$
LAC6	32.34 \$	33.89 \$	34.97 \$	36.02 \$
LAC7	33.12 \$	34.71 \$	35.82 \$	36.89 \$
LAC8	33.86 \$	35.49 \$	36.63 \$	37.73 \$
LAC9	34.65 \$	36.31 \$	37.47 \$	38.59 \$
LAD1	33.61 \$	35.22 \$	36.35 \$	37.44 \$
LAD2	34.34 \$	35.99 \$	37.14 \$	38.25 \$
LAD3	35.21 \$	36.90 \$	38.08 \$	39.22 \$
LAD4	36.01 \$	37.74 \$	38.95 \$	40.12 \$
LAD5	36.87 \$	38.64 \$	39.88 \$	41.08 \$
LAD6	37.74 \$	39.55 \$	40.82 \$	42.04 \$
LAD7	38.60 \$	40.45 \$	41.74 \$	42.99 \$
LAD8	39.49 \$	41.39 \$	42.71 \$	43.99 \$
LAD9	40.47 \$	42.41 \$	43.77 \$	45.08 \$

**APPENDIX C SENIORITY LIST**

**CULEU  
SENIORITY LIST AS OF  
SEPTEMBER 20, 2024**

NAME	DATE OF HIRE	POSITION	CLASS	STATUS	SENIORITY IN HOURS
ENG, Helen	Aug. 03/81	Electronic Resources Assistant	LA-C	PFT/ES	79695.00
CORBIN, Faye	Aug. 22/83	Access & Delivery Services Supervisor	LA-D	PFT/ES	75936.00
WARZECHA, Janina	Mar. 27/84	Library Assistant, Access & Delivery Services	LA-C	PFT/ES	74851.00
GEORGE, Cynthia	Nov. 06/84	Cataloguing Assistant	LA-C	PFT/ES	73647.00
TAYE, Dereje	Apr. 30/84	Information Services Supervisor	LA-D	PFT/ES	70147.00
BARRETT, John	Jan 25/88	Public Services Clerk	LA-B	PFT/ES	68256.00
FONG, Rose	Oct. 01/88	Access & Delivery Clerk	LA-B	PFT/ES	67483.00
BRUNO, Candice	Sept 06/88	Library Assistant, Access & Delivery Services	LA-C	PFT/ES	67385.00
MACKNIAK, Shawn	Dec 10/90	Public Services Clerk	LA-B	PFT/ES	62601.00
BAILEY, Lorri Ann	Oct. 01/90	Access & Delivery Clerk	LA-B	PFT/ES	61207.00
LEFEBVRE, Jasmine	Jan. 20/97	Access & Delivery Clerk	LA-B	PFT/ES	51436.00
MELO, Elizabeth	March 6/97	Library Assistant, Access & Delivery Services	LA-C	PFT/ES	51205.00
MCDONALD, Elizabeth	June 23/97	Public Services Assistant, Reserves	LA-C	PFT/ES	50666.00
OTCHERE, Kwabena	Jan. 11/93	Access & Delivery Clerk	LA-B	PFT/ES	49665.50
LANE, Monique	Aug. 31/98	Public Services Assistant, Reference	LA-C	PFT/ES	48496.00
MAKULA, Monika	Jan. 4/00	Access & Delivery Clerk	LA-B	PFT/ES	45829.00
CLUFF, Kent	Jan. 17/00	Library Assistant, Access & Delivery Services	LA-C	PFT/ES	45766.00
COUND, James	May 22/00	Access & Delivery Clerk	LA-B	PFT/ES	45136.00
MCELLAN, Rosemary	July 23/01	Collections Assistant	LA-C	PFT/ES	42105.00
BYSTERVELDT, Mark	March 10/08	Access & Delivery Services Supervisor	LA-D	PFT/ES	30028.00
PASZKIEWICZ, Nadia	April 12/10	Library Assistant, Access & Delivery Services	LA-C	PFT/ES	25445.00
BIRON, Sandra	Jan. 27/10	Library Personnel Assistant	LA-D	PFT/ES	24157.00
BIRON, Michael	Aug. 30/11	Public Services Supervisor	LA-D	PFT/ES	22160.00
BUNEA, Stefan	Jan. 7/13	Library Assessment Assistant	LA-D	PFT/ES	21441.00
PECORA, Nadia	June 8/15	Senior Budget & Facilities Assistant	LA-D	PFT/ES	16973.00
POLK, Sarah	Dec. 15/14	Senior Electronic Resources Assistant	LA-D	PFT/ES	15647.00
DERZAWETZ, Kimberly	Jan. 23/17	Collections Project Assistant	LA-D	PFT/ES	14210.00
GRESSLING, Ellen	March 6/17	Senior Archival Assistant	LA-D	PFT/ES	14000.00
VATSIS, John	April 4/16	Senior Public Services Assistant	LA-D	PFT/ES	13862.00
CLANCEY, Ellen	April 3/18	Senior Acquisitions & Payments Assistant	LA-D	PFT/ES	11823.00
BASHIR, Idriss	Jan 22/18	Access & Delivery Clerk	LA-B	PFT/ES	11795.00
HENDRICK, Candice	June 18/18	Public Services Clerk	LA-B	PFT/ES	11445.00
AFONSO, Mary	Aug 13/18	Public Services Assistant	LA-C	PFT/ES	11165.00
LALONDE, Laura	Sept. 17/18	Reference Assistant	LA-C	PFT/ES	10990.00
LECLERC, Marie-Christine	Sept. 4/18	Public Services Assistant, Ref & Document Delivery	LA-C	PFT/ES	9110.35
SCHNITZER, Veronica	June 10/19	Serials & Receiving Assistant	LA-C	PFT/ES	7694.00
SHEN, Jie	June 12/19	Senior Acquisitions & Cataloguing Assistant	LA-D	PFT/ES	6891.00
BARBU, Andra	April 19/21	Library Acquisitions & Payments Assistant	LA-C	PFT/ES	6265.00
ABATE, Amanda	Jan. 6/20	Reference Assistant	LA-C	PFT/ES	5873.00
RIPLEY, Kate	Oct.18/21	Library Assistant, Outreach & Instruction	LA-C	PFT/ES	5355.00
RICHARDSON- HAUGHEY, Evelyn	Oct. 25/21	Senior Library Assistant, Access & Delivery Services	LA-D	PFT/ES	5320.00
FITZGERALD, Ann-Marie	Sept. 20/21	Reference Assistant	LA-C	PFT/ES	4893.00
RAPOSO, Victoria	March 14/22	Senior Administrative & E-Reserves Assistant	LA-D	PFT/ES	4620.00
GOLEBIEWSKI, Noemi	Nov. 1/21	Access & Delivery Clerk	LA-B	PFT/ES	4073.60
DRAIA, Luminita	Sep. 19/22	Assistant to the University Librarian	LA-D	PFT/ES	3675.00
KASHA, Samah	Aug 15/22	Cataloguing Assistant	LA-C	PFT/	2760.00
MOORE, Megan	May 24/22	Archival Assistant	LA-C	PFT/	2740.00
ZHOU, Stephanie	May 29/23	Acquisitions Assistant	LA-C	PFT/	2385.00
GILMORE, Kimberly	July 17/23	Digital Preservation Assistant	LA-C	PFT/	2158.00
SABOURIN, Paige	Aug. 21/23	Collections Assistant	LA-C	PFT/	1792.00

**SEASONAL EMPLOYEES**

HASSAN POUR, Yalda	Nov. 1/21	Access & Delivery Clerk	LA-B	SEASONAL	3129.00
MCISAAC, Courtney	Sept. 27/21	Public Services Clerk, Evenings	LA-B	SEASONAL	3150.00
WELCH, Jacinta	June 13/22	Reference Assistant	LA-C	SEASONAL	3102.00
MCKENZIE, Jennifer	Sept. 26/22	Public Services Clerk	LA-B	SEASONAL	2077.60
CAMPION, Josee	Oct. 11/22	Monitor	LA-A	SEASONAL	1419.50
EDMONDS, Lorrie	Oct. 11/22	Monitor	LA-A	SEASONAL	1388.75



D'ONOFRIO, Nick	Oct. 22/23	Monitor	LA-A	SEASONAL	928.25
O'SULLIVAN, Rita	Aug. 12/24	Reference Assistant, Evenings	LA-C	SEASONAL	168.00

**TEMPORARY REPLACEMENT EMPLOYEES**

NEIL-GAGNON, Brendan	Oct. 24/22	Reference Assistant	LA-C	TEMP-R	2632.00
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**SUPERNUMERARIES**

HUARD-JONES, Kimberley	Nov. 6/23	Journal Holdings Assistant	LA-C	TEMP-S	1494.00
TORCATO, Sofia Leonor	Nov.14/23	Journal Holdings Assistant	LA-C	TEMP-S	1274.00

**STATUS:**

PFT	Employees who status is indicated as PFT are Permanent Full-Time Employees who will have employment security after twelve months service in a permanent position.
PFT/ES	Employees whose status is indicated as PFT/ES are Permanent Full-Time Employees with employment security.
PFT/ES/LTD	Employees whose status is indicated as PFT/ES/LTD are permanent full-time employees with employment security - on Long Term Disability - seniority is frozen
PPT/ES	Employees whose status is indicated as PPT/ES are permanent part-time employees with employment security.
PPT	Employees whose status is indicated as PPT are permanent part-time employees who will acquire employment security after completing a total of 1827 hours of work.
PRB	Employees whose status is indicated as PRB are new-hire probationary employees who will have employment security after twelve months of service subject to successful completion of probationary period.
TEMP-R	Employees whose status is indicated as TEMP-R are temporary replacement employees.
TEMP-S	Employees whose status is indicated as TEMP-S are temporary supernumerary employees.

**CANADA  
PROVINCE DE QUÉBEC**

**Commission des relations du travail**  
Dossiers n<sup>os</sup> : **AM-1001-3596**  
**AM-1004-7930**

**Concordia University Library Employee's  
Union - CSN**

1601, Avenue de Lorimier – FEESP  
Montréal, Qc  
H2K 4M5

**REQUÉRANT**

**Université Concordia**  
1455, boul. de Maisonneuve Ouest  
Montréal, Qc  
H3G 1M8

**INTIMÉ**

---

**REQUÊTE EN VERTU DE L'ARTICLE 39 DU CODE DU TRAVAIL  
VISANT À FUSIONNER DES ACCRÉDITATIONS  
ET À  
CHANGER LE NOM DU SYNDICAT**

---

À l'un des commissaires de la Commission des relations du travail, le requérant expose ce qui suit :

1. Le requérant a été accrédité le 26 janvier 1987 et l'accréditation a été modifiée le 8 août 2000 pour un changement de nom du syndicat. Le requérant représente :

*« Toutes et tous les salarié(e)s non professionnel(le)s des bibliothèques au sens du code du travail. »*

À l'emploi de : Université Concordia

Établissement visé : 1455, boul. de Maisonneuve Ouest – bureau 121  
Montréal, Québec  
H3G 1M8

*Toutes les bibliothèques du Campus Sir Georges Williams*

**AM-1001-3596**

2. Le requérant a été accrédité le 12 janvier 2000 et l'accréditation a été modifiée le 8 août 2000 pour un changement de nom du syndicat. Le requérant représente :

« Non-professional employees of the Vanier library, Loyola College. »

À l'emploi de : Université Concordia

Établissement visé : Vanier Library  
7141, rue Sherbrooke Ouest  
Montréal, Québec  
H4B 1R6

**AM-1004-7930**

3. Réunis en assemblée générale le 13 juin 2007, les membres compris dans l'accréditation mentionnée à l'alinéa 1 ont résolu de fusionner leur accréditation avec celle mentionnée à l'alinéa 2 (proposition ci-jointe). Le nouveau libellé de l'accréditation se lirait dorénavant comme suit :

**« toutes et tous les salarié(e)s non-professionnel(le)s des bibliothèques, au sens du Code du travail »**

À l'emploi de : Université Concordia

Établissement(s) visé(s) : 1455, boul. de Maisonneuve Ouest – bureau 121  
Montréal, Québec  
H3G 1M8

7141, rue Sherbrooke Ouest  
Montréal, Québec  
H3G 1M8

*Toutes les bibliothèques des Campus Sir Georges Williams  
et Loyola*

4. Réunis en assemblée générale le 13 juin 2007, les membres compris dans l'accréditation mentionnée à l'alinéa 2 ont résolu de fusionner leur accréditation avec celle mentionnée à l'alinéa 1 (proposition ci-jointe). Le nouveau libellé de l'accréditation se lirait dorénavant comme suit :

**« toutes et tous les salarié(e)s non-professionnel(le)s des bibliothèques, au sens du Code du travail »**

À l'emploi de : Université Concordia

Établissement(s) visé(s) : *1455, boul. de Maisonneuve Ouest – bureau 121  
Montréal, Québec  
H3G 1M8*

*7141, rue Sherbrooke Ouest  
Montréal, Québec  
H3G 1M8*

*Toutes les bibliothèques des Campus Sir Georges Williams  
et Loyola*

5. L'intimé a pris connaissance de la présente requête et n'a aucune objection à formuler (voir consentement ci-joint).
6. Le requérant veut également modifier le nom du syndicat afin d'inclure une appellation en français.

**POUR CES MOTIFS, plaise à la Commission des relations du travail de:**

**FUSIONNER** les accréditations portant les numéros AM-1001-3596 et AM-1004-7930 en une seule dont le libellé se lirait comme suit :

**« *toutes et tous les salarié(e)s non-professionnel(le)s des bibliothèques, au sens du Code du travail* »**

À l'emploi de : Université Concordia

Établissement(s) visé(s) : *1455, boul. de Maisonneuve Ouest – bureau 121  
Montréal, Québec  
H3G 1M8*

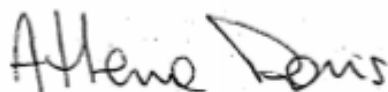
*7141, rue Sherbrooke Ouest  
Montréal, Québec  
H3G 1M8*

*Toutes les bibliothèques des Campus Sir Georges Williams  
et Loyola*

**MODIFIER** le nom de « Concordia University Library Employees' Union – CSN » pour celui de :

**« Concordia University Library employees' Union (CSN) - Syndicat des employé(e)s des bibliothèques de l'Université Concordia (CSN) »**

**Le tout respectueusement soumis** à Montréal, le 12<sup>e</sup> jour du mois de juillet 2007.



---

Athena Davis  
Mandataire pour :  
Concordia University Library Employees' Union

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**APPENDIX E AUTHORIZATION FOR THE DEDUCTION OF UNION DUES**

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**Authorization for the deduction of Union Dues**

JE, soussigné(e), par la présente, autorise l'Université à prélever sur mon salaire, à partir de la première période complète de paie suivant la date de mon entrée en fonction, un montant égal à la cotisation syndicale déterminée par l'assemblée générale du Syndicat des employé(e)s des bibliothèques de l'université Concordia (CSN), qui est accrédité pour me représenter aux fins de négociations collectives de travail avec l'Université.

J'autorise également l'Université à verser ces montants au (à la) trésorier(ière) du Syndicat qui a négocié une convention collective qui établit les conditions de mon emploi.

La présente autorisation annule toute autorisation de déduction pour fins syndicales que j'aurais pu donner antérieurement à l'Université.

**Nom** (en lettres moulées)

**Signature Date**

**AUTHORIZATION FOR THE DEDUCTION OF UNION DUES**

I, the undersigned, do hereby authorize the University to deduct from my pay cheque, beginning with the first complete pay period following my date of hire, an amount equal to the union dues as set by the General Assembly of the Concordia University Library Employees' Union (CSN), which is authorized to represent me in negotiations with the University.

I also authorize the University to give these amounts to the Treasurer of the Union which has negotiated a Collective Agreement which determines the conditions of my employment.

This authorization cancels any prior authorization which I may have given the University for the deduction of union dues.

**Name** (printed)

**Signature Date**

---

**APPENDIX F DEFERRED SALARY LEAVE CONTRACT**

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**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 her/his salary.

IN WITNESS THEREOF, the parties signed, in Montreal, province of Quebec, on the \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_

**Concordia University**

**Employee**

---

**Letter of agreement #1**

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

**And:** Concordia University Library Employees’ Union (CSN) – Syndicat des employé(e)s des bibliothèques de l’Université Concordia (CSN) (hereinafter the “Union”)

**Together:** “the Parties”

**Subject:** Publication of the collective agreement

---

The University will give the Union eighty (80) bilingual copies of the Collective Agreement within a delay of one (1) month following its signing. This period of one (1) month excludes all delays outside the control of the University's representatives.

The University shall also provide new members with a hard copy of the Collective Agreement upon request.

The University shall inform all members of where to find the Collective Agreement by providing them with the electronic link.



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**Letter of Agreement #2**

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

**And:** Concordia University Library employees’ Union (CSN) – Syndicat des employé(e)s des bibliothèques de l’Université Concordia (CSN) (hereinafter the “Union”)

**Together:** “the Parties”

**Subject:** Selection Tests

---

- 1- Whereas the Parties are committed to respecting the delays set out in clause 13.04 g) of the Collective Agreement;
- 2- Whereas many factors can however impact these delays, amongst which the availability of the selection committee members, the number of tests to administer for a given position, the availability of the candidates for testing and interview purposes and the availability of the Human Resources Department to administer some of the tests;
- 3- Whereas the Human Resources Department administers a number of tests, from which, for example, those related to the *Microsoft Office Suite* (Word, Excel, PowerPoint, Outlook, Access), and to mathematics;
- 4- Whereas the Libraries administer the tests regarding specific knowledge required for support positions within the libraries, notably the use of information resources, the catalogue, information search, classification structures and document acquisition;
- 5- Whereas the results of the tests administered by the Human Resources Department are currently kept in the Employee file for a duration of five (5) years and can only be retaken under certain conditions;

**The parties agree to the following:**

- 6- The scheduled interview dates are included in the posting;
- 7- At least once a year, namely from June 1 to May 31 of the following year, the University offers the option to take the tests mentioned in paragraph 3 to the employees, on a voluntary basis, during work hours and in a room identified by the University;
- 8- The available tests include each level required for the different support positions within the libraries;
- 9- The University informs the Union and the Employees, at least two months in advance, of the offered tests and of the period during which the University plans to administer them;

- 10- The date and time of each test are agreed upon between the Human Resources Department, the Employee and the Library;
- 11- The test results remain in the Employee's file in accordance with current practice;
- 12- However, and in the case an Employee should fail a test, the employee can retake the test or tests when a position covered by this collective agreement is posted, or during a period of voluntary testing, as provided for in paragraph 7 above;
- 13- The Parties agree on the transitional nature of this agreement, which will come to an end on May 31, 2026.

In witness hereof, the parties have signed in the City of Montreal on the 11<sup>th</sup> day of February 2025.

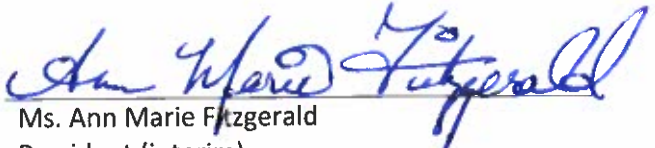
For Concordia University

For the Concordia University Library employees' Union (CSN) - Syndicat des employé(e)s des bibliothèques de l'Université Concordia (CSN)



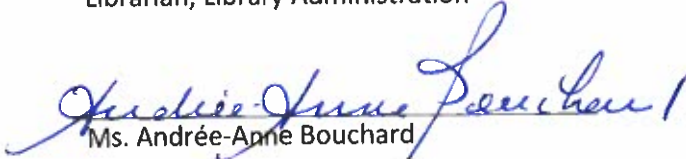
Ms. Dianne Cmor  
Associate University Librarian, Teaching and Learning, University Library

Mr. Kwabena Otchere  
President

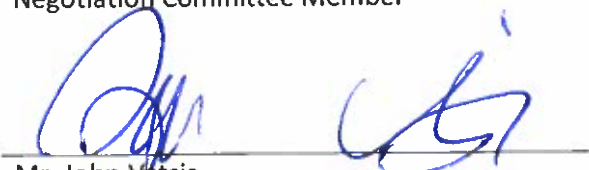
Ms. Lina Guerra  
Manager, Office of the University Librarian, Library Administration

Ms. Ann Marie Fitzgerald  
President (interim)




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

Ms. Sarah Polk  
Negotiation Committee Member

Ms. Catherine Bitton  
Advisor, Employee and Labour Relations, Human Resources

Mr. John Vatsis  
Negotiation Committee Member

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## Letter of Agreement #3

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**Between :** Concordia University (hereinafter the "University")

**And :** Concordia University Library employees' Union (CSN) - Syndicat des employé(e)s des bibliothèques de l'Université Concordia (CSN) (hereinafter the "Union")

**Together:** "the Parties"

**Subject:** Bank of hours of leave for union activity as per clause 8.08 a)

Considering article 8.08 of the Collective Agreement;

Considering the discussions between the Parties during the renewal of the 2021-2023 Collective Agreement;

Whereas the Parties wish to renew the Letter of Agreement #3 signed on May 21, 2021;

Whereas the University implemented its integrated information system for Human Resources (HR), Financial, and Procurement services (UNITY) on November 21, 2021;

Whereas the Human Resources Department is in the process of implementing the My Labour Relations solution, comprising various modules for grievances or complaints, liberation requests, seniority details and other related items;

**The parties agree to the following:**

1. The preamble forms an integral part of this Letter of Agreement;
2. As of June 1, 2023, the annual bank of leave for union activities provided for in Article 8.08 of the Collective Agreement is reduced to fifty-five (55) days or three hundred eighty-five (385) hours.
3. Should the number of employees increase, the ratio of the number of days of leave for union activity to the number of employees is adjusted so that it never gets inferior to 0.7.
4. As of September 1, 2024, the University will provide an additional annual bank of leave of seventy (70) hours, to account for liberation time needed as a result of 'Project UNITY' and 'My Labour Relations' related questions;
5. This Letter of Agreement forms an integral part of the Collective Agreement and modifies it accordingly, with the exception of paragraph 4 which will expire on May 31, 2026.

In witness hereof, the parties have signed in the City of Montreal on the 11<sup>th</sup> day of February 2025.

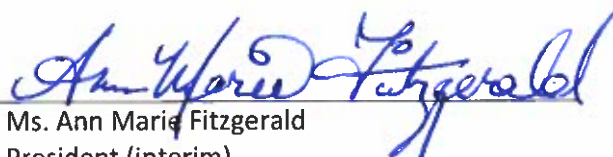
For Concordia University


For the Concordia University Library employees' Union (CSN) - Syndicat des employé(e)s des bibliothèques de l'Université Concordia (CSN)

  
Ms. Dianne Comor  
Associate University Librarian, Teaching and Learning, University Library


  
Mr. Kwabena Otchere  
President

  
Ms. Lina Guerra  
Manager, Office of the University Librarian, Library Administration

  
Ms. Ann Marie Fitzgerald  
President (interim)

  
Ms. Andrée Anne Bouchard  
Manager, Employee and Labour Relations, Human Resources

  
Ms. Sarah Polk  
Negotiation Committee Member

  
Ms. Catherine Bitton  
Advisor, Employee and Labour Relations, Human Resources

  
Mr. John Vatsis  
Negotiation Committee Member

**LETTER OF AGREEMENT # 4**

**on Flexible Work Arrangements and Gradual Retirement**

**BETWEEN**

Concordia University

Hereinafter "The University"

**AND**

Concordia University Library employees' Union (CSN) - Syndicat des employé(e)s des bibliothèques de l'Université Concordia (CSN)

Hereinafter "The Union"

Collectively "The Parties"

WHEREAS the parties also had discussions surrounding gradual retirement during the negotiations to renew the 2021-2023 Collective Agreement;

WHEREAS the parties recognize the benefits to be gained from providing employees with the opportunity to benefit from gradual retirement;

The Parties agree to the following:

1. The preamble forms an integral part of this Letter of Agreement;
2. An employee who is at least fifty-five (55) years of age, and with a minimum of ten (10) years of seniority, may choose to take gradual retirement over a maximum of two (2) years;
3. A request for gradual retirement must be submitted in writing to the Unit Head at least three (3) months prior to the start date of the gradual retirement. The request is assessed by the Unit Head, according to the operational needs of the department. Should there be multiple applications for gradual retirement within the same unit, seniority prevails;
4. The request for gradual retirement 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 one (1) or two (2) days. 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;

7. An employee who benefits from gradual retirement cannot, at the expiry of their gradual retirement, benefit from article 39 of the collective agreement (Early Retirement);

8. The present Letter of Agreement is in force as of the signature of the Collective Agreement and expires on May 31, 2026;

In witness, whereof, the parties have signed in Montreal, this 11<sup>th</sup> day of February 2025.

For Concordia University


For the Concordia University Library employees' Union (CSN) - Syndicat des employé(e)s des bibliothèques de l'Université Concordia (CSN)

  
Ms. Dianne Cmor  
Associate University Librarian, Teaching and Learning, University Library

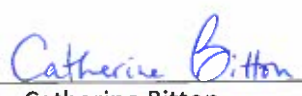
  
Mr. Kwabena Otchere  
President

  
Ms. Lina Guerra  
Manager, Office of the University Librarian, Library Administration

  
Ms. Ann Marie Fitzgerald  
President (interim)

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

  
Ms. Sarah Polk  
Negotiation Committee Member

  
Ms. Catherine Bitton  
Advisor, Employee and Labour Relations, Human Resources

  
Mr. John Vatsis  
Negotiation Committee Member

**LETTER OF AGREEMENT # 5**

**On Flexible Hybrid Work**

between

Concordia University

(hereinafter the “University”)

and

Concordia University Library employees’ Union (CSN) - Syndicat des employé(e)s des bibliothèques de l’Université Concordia (CSN)

(hereinafter the “Union”)

Collectively the “Parties”

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- WHEREAS** the University wishes to offer different conciliation options, including remote work, to its employees in order to promote their well-being and work-life balance;
- WHEREAS** the revised *Flexible Hybrid Work Guidelines* dated, June 1, 2023, provide different modalities regarding hybrid work;
- WHEREAS** hybrid work is not suitable for all the positions included in the bargaining unit;
- CONSIDERING** that the teaching and research mission of the University, the operational requirements, the student experience and the University’s vision regarding the academic and work environment it wishes to offer remain the main parameters to determine the types of work arrangements;
- WHEREAS** Hybrid work is a privilege and cannot be considered as an acquired right;
- WHEREAS** the use of technologies in the context of work as well as remote work facilitate communication between employees and their Unit Head;
- WHEREAS** this ease in communication can lead to expectations of responses that go beyond the normal framework of work;
- CONSIDERING** the discussions that took place between the Parties during the renewal of the 2021-2023 Collective Agreement.

The parties agree as follows:

1. The preamble forms an integral part of this Letter of Agreement;
2. The University undertakes to consult with the Union before renewing, substantially modifying, or withdrawing the Flexible Hybrid Work Guidelines, all within a minimum period of thirty (30) working days prior to any renewal, modification, or withdrawal;

3. If the University substantially modifies or withdraws the *Flexible Hybrid Work Guidelines*, it must notify the Union in writing of its decision at least thirty (30) working days prior to any substantial modification or withdrawal. This notice must specify the reasons justifying its decision;
4. For the purposes of this agreement, a substantial modification means a significant change, notably to eligibility criteria or the rules surrounding the approval and termination process of a hybrid work agreement;
5. At the request of either Party, they must meet no later than seven (7) working days following such a request to discuss substantial modifications or the withdrawal of the *Flexible Hybrid Work Guidelines*;
6. It is understood that this commitment to consultation undertaken by the University shall not be construed as a waiver of its unilateral right to determine the terms and conditions of remote work;
7. The University retains full management rights regarding the right of employees to perform their work remotely and/or in hybrid mode;
8. The Parties acknowledge the right to disconnect, notably by respecting the normal working hours of employees unless overtime has been previously authorized or the position requires sporadic presence outside of the established schedule. It is understood that the employee is not required to use their personal cell phone for work purposes;
9. The present Letter of Agreement is in force as of the signature of the Collective Agreement and expires on May 31, 2026.


In witness whereof, the parties have signed in Montreal, this 11<sup>th</sup> day of February 2025.

For Concordia University

For the Concordia University Library employees' Union (CSN) - Syndicat des employé(e)s des bibliothèques de l'Université Concordia (CSN)

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Ms. Dianne Cmor  
Associate University Librarian, Teaching and Learning, University Library

  
Mr. Kwabena Otchere  
President





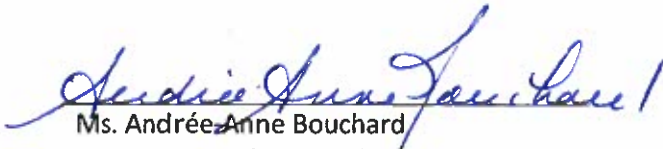
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Ms. Lina Guerra  
Manager, Office of the University  
Librarian, Library Administration



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Ms. Ann Marie Fitzgerald  
President (interim)



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



---

Ms. Sarah Polk  
Negotiation Committee Member



---

Ms. Catherine Bitton  
Advisor, Employee and Labour Relations,  
Human Resources



---

Mr. John Vatsis,  
Negotiation Committee Member

---

**Letter of Agreement #6**

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**Between:** Concordia University (hereinafter the “University”)  
**And:** Concordia University Library employees’ Union (CSN) – Syndicat des employé(e)s des bibliothèques de l’Université Concordia (CSN) (hereinafter the “Union”)  
**Together:** “the Parties”  
**SUBJECT:** Education Plan for Permanent and Seasonal Employees

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**Whereas** the willingness of the parties to improve training, learning and educational opportunities for permanent and seasonal employees;

**Whereas** the Library’s desire to facilitate the obtention of a Diploma of Collegial Studies relevant to the work carried out in the library for permanent and seasonal employees;

**Whereas** the introduction of Annex A.1 as of June 1, 2021.

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

1. This Education Plan is offered to all permanent and seasonal employees who have a minimum of one (1) year of service for the Library or, in the case of seasonal employees, one thousand eight hundred twenty seven (1827) hours worked;
2. Supernumeraries employees are excluded of the application of this letter of agreement;
3. The employee submits his/her education (course) plan to their Unit Head a minimum three (3) months before the start date of the course(s). This plan includes, but is not limited to, the name of the diploma, the chosen CEGEP or public College, the expected absences and their duration.
4. The Unit Head and the Employee discuss the plan and agree on the terms applicable during the Employee’s training. These terms will relate to the list of the courses chosen and the time allocated during normal working hours to attend. The Union is notified of the terms of the agreement;
5. In the case that the courses are given online, the Employee will be able to attend his/her courses during normal working hours and in a location chosen for this purpose in the workplace. These terms must be part of the plan mentioned in paragraph 4;
6. The Unit Head cannot refuse a request to participate in the Education Plan without a reasonable cause. However, it is understood that the acceptance of such a request depends of the service needs. Requests that are denied based on service needs or due to multiple demands within one Work Sector will be prioritized the following year;

7. In addition to allowing paid time off to attend these courses, the University will pay for tuition fees and books upon successful completion of the courses;
8. It is understood that employees benefiting from the Education plan are actively engaged in their learning and commit to being present for all their classes, except for circumstances beyond their contract. Per the University's request, the Employee submits a copy of their transcript at the end of each semester;
9. For employees governed by Annex A.1, i.e. all permanent and seasonal employees hired on or after June 1, 2021, once an employee successfully completes ten (10) courses as agreed with his/her Unit Head, he/she is deemed to meet the educational requirement for any LA-C and LA-D positions;
10. The University reserves the right to end the agreement with the employee following course failures and/or course withdrawals exceeding fifteen percent (15 %) of the course program;
11. This letter of agreement is effective until May 31, 2027. However, the parties undertake to discuss the application of this letter of agreement during the next negotiation of the collective agreement.

IN WITNESS THEREOF, the Parties have signed in Montreal, Quebec, on this 11<sup>th</sup> day of February 2025.

For Concordia University

For the Concordia University Library employees' Union (CSN) - Syndicat des employé(e)s des bibliothèques de l'Université Concordia (CSN)

\_\_\_\_\_  
Ms. Dianne Cmor  
Associate University Librarian, Teaching  
and Learning, University Library

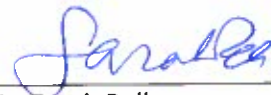
K. Otchere  
\_\_\_\_\_  
Mr. Kwabena Otchere  
President

[Signature]  
\_\_\_\_\_  
Ms. Lina Guerra  
Manager, Office of the University  
Librarian, Library Administration

[Signature]  
\_\_\_\_\_  
Ms. Ann Marie Fitzgerald  
President (interim)



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



Ms. Sarah Polk  
Negotiation Committee Member



Ms. Catherine Bitton  
Advisor, Employee and Labour Relations,  
Human Resources



Mr. John Vatsis  
Negotiation Committee Member

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**Letter of Agreement #7**

---

**Between:** Concordia University (hereinafter the "University")  
**And:** Concordia University Library Employees' Union (CSN) - Syndicat des employé(e)s des bibliothèques de l'Université Concordia (CSN) (hereinafter the "Union")  
**Together:** "the Parties"  
**Subject:** Procedure to Report Pay Discrepancies

---

Considering the discussions between the Parties during the renewal of the 2021-2023 Collective Agreement.

Whereas the University implemented its integrated information system for Human Resources (HR), Financial, and Procurement services (UNITY) on November 21, 2021 ;

The parties agree as follows:

1. Should an Employee notice a pay discrepancy within their bi-weekly paystub, they must open an HR Service Request or contact the Office of the University Librarian in order to report it.
2. The University shall respond to the request submitted in a reasonable delay.


IN WITNESS THEREOF, the Parties have signed in Montreal, Quebec, on this 11<sup>th</sup> day of February 2025.

For Concordia University

For the Concordia University Library employees' Union (CSN) - Syndicat des employé(e)s des bibliothèques de l'Université Concordia (CSN)

---

Ms. Dianne Cmor  
Associate University Librarian, Teaching  
and Learning, University Library

  
Mr. Kwabena Otchere  
President



Ms. Lina Guerra  
Manager, Office of the University  
Librarian, Library Administration



Ms. Ann Marie Fitzgerald  
President (interim)



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



Ms. Sarah Polk  
Negotiation Committee Member



Ms. Catherine Bitton  
Advisor, Employee and Labour Relations,  
Human Resources



Mr. John Vatsis  
Negotiation Committee Member