

# **COLLECTIVE LABOUR AGREEMENT**

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**Between**

**CONCORDIA UNIVERSITY  
(hereinafter “the University”)**

**and**

**THE SYNDICAT DES TRAVAILLEUSES ET TRAVAILLEURS  
DES MÉTIERS DE CONCORDIA – CSN**

**(section CAMPUS LOYOLA)**

**(hereinafter “the Union”)**

**In effect until May 31, 2026**

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

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For the purposes of interpretation, the masculine shall include the feminine.

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

## **ARTICLE 2      RECOGNITION**

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- 2.01      For the purposes of wages, hours of work and the other working conditions covered by this agreement, the University recognizes the Union as the sole collective bargaining agent for all employees of the Maintenance and Cleaning Departments of Physical Resources, Loyola Campus covered by the letter of certification issued by the Tribunal administratif du travail on May 2, 2023.

- 2.02      Management employees will not perform the tasks normally performed by the employees governed by the present collective agreement, except in case of an emergency or for training purposes.

It is agreed that the awarding of subcontracts will not lead to layoffs, demotions or reductions of working hours for employees governed by this collective agreement.

## **ARTICLE 3      DEFINITION OF TERMS**

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- 3.01      **“Spouse”:**

Means either of two persons who:

- a) are married or in a civil union and cohabiting;
- b) being of opposite sex or the same sex, are living in a *de facto* union and are the father and mother 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 (1) year or more.

- 3.02      **“Statutory holiday”:**

Means a twenty-four (24) hour period that is considered a working day and is not worked but paid.

- 3.03      **“Staff complement position”:**

Means an ongoing position funded from the University’s operating budget.

- 3.04      **“Employee”:**

Means any person covered by the bargaining unit in the employment of the University.

3.05 **“Permanent employee”:**

Means any member of the staff complement who has successfully completed the probationary period referred to in clause 9.01.

3.06 **“Temporary employee”:**

Means a person hired for a fixed period to meet a work surplus or to fill a position temporarily vacated by an incumbent whose working conditions are defined in article 29.

3.07 **“Immediate supervisor”:**

Means a person representing the University and constitutes the first level of authority for the employee.

3.08 **“ Group Leader” :**

Means an employee who, in addition to the tasks inherent to their function, ensures the coordination and distribution of work amongst their team. They work in collaboration with their team and with their immediate supervisor.

The group leader has no management or disciplinary power.

3.09 **“Human Resources Department”:**

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

- Employment and Organizational Effectiveness
- Payroll Services
- Employee and Labour Relations
- Compensation, Benefits and Pension
- Strategic HR Initiatives, Services and Systems

## **ARTICLE 4 UNION SECURITY**

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4.01 As a condition of continued employment, all employees who are members of the Union at the date of signature of this agreement, or become members at a later date, must remain members of the Union for the duration of this agreement.

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

4.03 a) The University remits the monthly union dues to the Union with a list of the employees and of the amount collected for each of them. The total amount of the union dues shall be deducted from each pay.

b) The amount deducted as union dues is entered on each employee's T4 slip and Relevé 1.

- 4.04 Any administrative correspondence regarding the deductions shall be between the University and the Union.
- 4.05 The Union shall notify the University of any change in the rate of union dues at least thirty (30) days before the change is implemented.
- 4.06 In accordance with clause 4.01, the University is not required to discharge, lay off, or transfer an employee out of the bargaining unit if the employee has been expelled from the Union. However, such an employee remains subject to union dues.

## **ARTICLE 5 MANAGEMENT RIGHTS**

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

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

- 5.02 At least once each year, the University shall provide the Union with the name(s) of persons working as “immediate supervisors” or “directors” for the purpose of administering this collective agreement.

## **ARTICLE 6 CIVILITY, DISCRIMINATION AND 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 supervisor or to the person at the next level in the reporting structure or to their Union. The matter may also be brought to the Office of Employee & Labour Relations. In such a case, the Parties will discuss the appropriate resolution process.

### **6.02 Harassment**

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

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

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

- c) The University must take reasonable action to prevent psychological harassment and, whenever such behaviour is brought to its attention, to put a stop to it.
- d) Whenever an employee has reason to believe that he/she is a victim of harassment, he is strongly encouraged to consult the University's Advisor on Rights and Responsibilities without delay, in an attempt to resolve the situation informally, in accordance with the provisions of the Code of Rights and Responsibilities of the University. Consulting the University's Advisor on Rights and Responsibilities does not constitute a formal procedure and the University is not deemed to be informed of the complaint until the complaint has been lodged in writing as per the provisions of article 6.02 e).
- e) If the complaint is not resolved according to the provisions of article 6.02.4, the employee who wishes to pursue his complaint must lodge said complaint in writing to his/her immediate supervisor or, if the complaint is directed at the supervisor, to the latter's supervisor, within ninety (90) days of the last incidence that is the subject of the complaint, indicating the incidence or incidences that gave rise to the complaint. The employee simultaneously sends a copy of the complaint to the Union and to the Human Resources Department (Employee and Labour Relations unit).
- f) The person to whom the complaint is submitted meets with the employee who has lodged the complaint within ten (10) days of the date that it was submitted. The person to whom the complaint is submitted can be accompanied by a representative from the Employee and Labour Relations unit and the employee who lodged the complaint may, if he so wishes, be accompanied by the principle delegate or, in his absence, a shop delegate.
- g) The person to whom the complaint is submitted meets with the person being complained against within seven (7) days following his meeting with the employee who lodged the complaint and may, if he/she deems appropriate to do so, meet with any witness cited by the person who lodged the complaint or by the person being complained against.
- h) The person to whom the complaint is submitted renders a decision in writing within twenty (20) days following her/his meeting with the employee who lodged the complaint. A copy of this decision is sent to the Union.
- i) If the employee who lodged the complaint is dissatisfied with the aforementioned decision, the Union may, despite the grievance procedure provided for in article 11 of the present collective agreement, refer the case directly to arbitration, within fifteen (15) working days following the decision, by following the procedure provided for in the present collective agreement.

- j) If the complaint is directed against another member of the bargaining unit, the delay for the application of a disciplinary measure, if appropriate, is calculated as of the date that the decision was rendered as per the provisions of article 6.02 h).
- k) The delays provided for in the present article are mandatory, however these can be extended by written agreement between the University and the Union.

**6.03 Discrimination**

- a) 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 constitute discrimination in the sense of the present clause.

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

**ARTICLE 7 EMPLOYMENT SECURITY**

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- 7.01 Subject to article 17, for the duration of the present collective agreement the University guarantees employment security within the bargaining unit to all employees having sixty (60) months of seniority in a permanent position, within the bargaining unit.

An employee benefiting from employment security continues to benefit from the aforementioned until he reaches the normal age of retirement, in accordance with the provisions of the pension plan.

- 7.02 The employee and the Union must receive written notice at least two (2) months prior to the abolishment of any position.

- 7.03 If a position is abolished, an employee who has employment security may choose not to exercise his employment security rights and to resign. In this case, he benefits from a separation indemnity equal to one (1) month of salary per year worked as well as an additional amount of three (3) months of salary, up to a maximum of fifteen (15) months.

- 7.04 If a position is abolished and the employee has employment security, the University must transfer him to a vacant position, provided he can satisfy the normal requirements of that position. The Union must be notified.

- 7.05 An employee who has employment security and obtains a position in a classification with a lower rate of pay shall maintain the salary of the abolished position.

- 7.06 For the purposes of article 7, a transfer includes a transfer to a temporarily vacant position



(provided the employee is able to satisfy the normal requirements of the position) or an assignment to a work surplus or a specific task or project.

- 7.07 A permanent employee who does not have employment security shall have the right to bump a probationary or temporary employee, provided he can satisfy the normal requirements of the position.
- 7.08 Upon the expiration of the notice period referred to in clause 7.02, a permanent employee who does not have employment security shall be laid off but shall have the right, for twelve (12) months, to be recalled to work in order of seniority.
- 7.09 An employee shall be recalled to work by telephone three (3) times, and by registered letter sent to the employee's the last known address. A copy of the letter shall be sent to the Union. If the employee has not been reached, the next employee on the list shall be called.
- 7.10 An employee who refuses a transfer, assignment or recall is deemed to have voluntarily resigned.

## **ARTICLE 8 UNION BUSINESS**

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- 8.01 a) The Union shall inform the University of the names of its union representatives, elected by the employees concerned. The members of the executive and the delegates may leave their workplace to fulfill their Union duties, as provided for in clause 8.08.
- b) The University shall grant these union representatives the necessary time, without loss of regular salary, to attend meetings with University representatives on days when they are scheduled to work.
- 8.02 The Union shall notify the University in writing of the names of its delegates .
- 8.03 A fifteen (15) minute meeting between each new employee and a Union representative shall be held in an appropriate and confidential location. The time of the meeting shall be agreed upon with the employee's immediate supervisor.
- 8.04 For administrative purposes, the University shall provide and maintain an office for the exclusive use of the Union. The office shall be furnished with one (1) table, four (4) chairs, one (1) lockable filing cabinet, one (1) computer and one (1) telephone free of charge.
- The University also provides the Union with a residential-type printer/scanner/fax machine, with ink cartridge's at the Union's expense, as well as all the tools necessary for videoconferencing, including a webcam, a headset, and speakers.
- 8.05 To facilitate the preparation of negotiations for the renewal of this collective agreement, the University grants the bargaining committee a bank equivalent to fifteen (15) working days.

Once the negotiations have begun, the bargaining committee shall be liberated, if need be, for one (1) day between each bargaining session with the University, in order to prepare for the following session.

The Union must submit a written request for the aforementioned liberation to the immediate supervisor, with a copy to the Employee and Labour Relations unit, at least five (5) working days in advance.

- 8.06 The University shall grant leave to three (3) Union representatives, without loss of salary, to enable them to attend bargaining, conciliation, grievance or arbitration sessions.
- 8.07 The University grants the Union a bank of twenty (20) working days of leave for union activities.
- 8.08 The Union provides the Employee and Labour Relations unit with the information pertaining to a union liberation at least two (2) working days in advance. The liberation cannot be refused without a valid reason. Exceptionally, a union liberation may be requested within a period of less than two (2) working days in advance, upon approval by the Employer.
- 8.09 The University shall grant leave to any Union member, without loss of salary, to represent the Union at meetings planned or held within the University if Union representation is sought.
- 8.10 The University agrees that a copy of any communication or correspondence sent to a member of the Union, concerning wages, bonuses or any special adjustments affecting salaries shall be remitted to the Union.

The University also agrees that any agreement reached with an employee relating to a temporary assignment within the bargaining unit and/or the payment of a premium for work of a higher classification than that of the employee must be reached with the Union.

- 8.11 An employee may withdraw his resignation from the University only once. This withdrawal must be done no later than one (1) working day following the presentation of his withdrawal. The University remits a copy of any resignation to the Union without delay.

8.12 **Labour Relations Committee**

- a) The parties agree that the purpose of the Labour Relations Committee is to discuss, and, if possible, resolve, any matters of interest to the parties. To this end, the parties shall meet to exchange information and may hold discussions in an attempt to solve any problem related to working conditions.
- b) The Committee shall consist of two (2) to four (4) members appointed by each of the parties. The parties may also invite a person to attend one of the meetings, if required.
- c) The committee shall meet at a mutually agreed time and location within fifteen (15) days of a request made by either party. Each party shall notify the other in advance of the subjects that it wishes to include on the agenda and the name of the guest, if any.
- d) The parties shall notify each other in writing of the names of the representatives on

the Labour Relations Committee and of any changes to those representatives.

- e) The Union representatives shall be given one (1) hour off before each committee meeting, without loss of pay, to prepare their discussions.

### 8.13 **Health and Safety Committee**

The University recognizes two (2) Union representatives for the purposes of all subjects related to health and safety. One such representative is recognized as a member of the University Health and Safety Committee and is a member of any other health and safety committee formed in the future.

Any employee or union representative appointed or elected to join a health and safety committee established by law shall be liberated at the expense of the Employer or in the manner provided for by the law or by University policies regarding health and safety.

### 8.14 **Leave for a full-time Union position outside of the University**

- a) Upon written notice from the Union, the University shall grant leave without pay to not more than one (1) permanent full-time employee for service either as an employee, or in an elected position, within the Confederation des syndicats nationaux (CSN) or one of its affiliated bodies.
- b) The notice shall contain the name of the employee as well as the nature and length of the absence and must be forwarded to the Human Resources department thirty (30) days (as a general rule) prior to the absence.
- c) The University agrees to grant the requested leave without pay unless, due to special circumstances, it would be impossible to do so without seriously affecting the normal operations of the sector where the concerned employee works.
- d) If the employee who is granted leave holds a non-elected position, 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 from their position.
- e) If the employee on such leave holds an elected position, they receive a leave without pay equal in length to their term of office; this leave without pay may be renewed once, for a total of two (2) terms, in the event of a re-election.
- f) An employee on such leave does not have a right to the benefits provided for in this agreement, except the pension plan and the group insurance plan, to the extent that such plans allow. In such event, the cost of the premiums will be paid entirely by the employee.
- g) The employee granted such leave must give the University a written notice of their intent to return to work at least thirty (30) days before the end of leave. Upon their failure to return to work at the end of the leave provided for in clause 8.14 (d), they are deemed to have resigned at the beginning of his leave.
- h) Upon their return to work, the University reinstates the employee in the position they

occupied at the moment of their departure, or, if their position has been abolished, into an equivalent position.

- i) The employee granted leave by virtue of the present clause will continue to accumulate seniority for a maximum of twenty-four (24) months; seniority is thereafter maintained but does not accumulate.

#### 8.15 **Right to information**

The following information is available, at all times, through the Employer's electronic database. Should the list be unavailable due to a system's failure, the University will provide said list at the latest five (5) working days following the Union's request.:

- a) employee number;
- b) surname and name;
- c) birth date;
- d) gender;
- e) seniority date within the bargaining unit;
- f) seniority date at the University, if different from the above;
- g) position number, title and department;
- h) salary;
- i) status;
- j) home address, unless the employee objects;
- k) home telephone number, unless the employee objects;
- l) telephone extension at work, if available;
- m) email address at work, if available.

### **ARTICLE 9 SENIORITY**

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#### 9.01 a) **Probationary period:**

New employees are subject to a probationary period of seven hundred and seventy-five (775) regular hours worked. During this period, they may avail themselves of the grievance and arbitration procedure, except in the case of a lay off or dismissal.

During this period, the new employee receives the assistance and appropriate training to facilitate adaptation to their position.

In the middle and at the end of the probationary period, the immediate supervisor prepares a written evaluation and meets with the employee to discuss their progress.

b) **Trial period:**

The employee who obtains a position is subject to a trial period of a maximum duration of forty-five (45) days worked. During this period, if the employee does not wish to stay in the new position, or if the University establishes that she/he cannot satisfy the requirements of the position, the employee may be returned to her/his former position, with all the rights that she/he acquired in that position. During her/his trial period, the employee must receive the appropriate assistance and training in order to facilitate her/his adaptation to the new position.

This clause also applies in the case of a permanent employee from the Syndicat des travailleuses et travailleurs des métiers de l'Université Concordia – CSN (STTMC-SGW) bargaining unit who obtains a permanent position in the present unit. This employee shall then be subject to a trial period of sixty (60) days worked.

9.02 A temporary employee becomes a permanent employee after twenty-four (24) months of continuous service, unless said employee was hired only to fill a position temporarily vacated by its incumbent.

9.03 Seniority is defined in years, months and days of service with the University, and is used only with respect to layoffs, recalls and choices of vacation period. A new employee shall have no seniority during his probationary period, but once that period is successfully completed, seniority shall be calculated as of the employee's hire date.

9.04 An employee shall lose his seniority and his employment shall be terminated when he:

- a) leaves his employment at the University;
- b) is dismissed for just and sufficient cause;
- c) is not recalled to work within twelve (12) months of being laid off;
- d) is laid off for a period greater than twelve (12) months;
- e) does not return to work within ten (10) calendar days after a notice has been sent, by registered letter or messenger service, calling the employee back to work following a layoff;
- f) fails to report to work for three (3) consecutive working days without previously having obtained permission or without providing a reason justifying his absence within these same three (3) days. The University may consider an absence of up to five (5) working days in exceptional circumstances, for which the employee has the burden of proof.

**Accumulation and maintenance of seniority**

- g) In the event of an absence due to non work-related illness or accident, the employee

accumulates seniority for the first thirty-six (36) consecutive months of his absence, after which his seniority is maintained but does not accumulate.

During a leave without pay, the employee accumulates seniority for the first month of absence and afterwards, his seniority is maintained for a maximum period of twelve (12) months.

- 9.05 The University shall post in the workplace a seniority list on February 15 of each year. The list shall include the names and dates of hire of each employee. A copy of the list shall be sent to the Union.

## **ARTICLE 10 JOB POSTING**

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- 10.01 A vacant position is a position definitively vacated by its incumbent.
- 10.02 Positions vacated due to an illness, vacation, work accident or leave without pay are not considered vacant within the meaning of this article if the incumbent will be returning to work.
- 10.03 Upon hiring, the University shall give the employee a copy of her/his job description. This job description is sent to the Union at the same time.
- 10.04 All new or vacant positions under this agreement shall be posted on the Union's bulletin board for ten (10) working days. All applications must be submitted by the prescribed deadline, failing which they shall be rejected. Positions shall be granted based on knowledge, skills and qualification certificates. All other things being equal, seniority shall prevail based on the following order:
- a) Departmental seniority
  - b) Seniority within the bargaining unit
  - c) University seniority
- 10.05 Unless the parties agree otherwise, the University shall not defer the posting of a vacant position for more than nine (9) months.
- 10.06 Employees with the qualifications as posted by the University shall be considered before external candidates.
- 10.07 When an employee is absent for more than fifty-two (52) weeks because of a work accident, or is absent due to an illness for more than sixteen (16) consecutive weeks, the University shall post the absent employee's position.
- 10.08 The University may create a job classification not provided for in this collective agreement. In this case, the University shall notify the Union one (1) month in advance of the duties, requirements and salary for this job classification. Notwithstanding the foregoing, the Union may refer the salary to arbitration in case of disagreement.

In the case of significant modifications to the duties and/or the requirements for a position that exists at the signing of the present collective agreement, the University shall present

them to the Union at least one (1) month prior to their introduction. The Union sends its comments, if any, within ten (10) working days following this meeting. The University shall take into consideration the Union's suggestions and will submit the final job description to the Union within ten (10) working days following the reception of the Union's comments. A copy of the final job description is then sent to the employee concerned as well as to the Union. In case of disagreement as to the salary, the Union may submit the case to the grievance and arbitration procedure.

If an employee's ability to fulfill her/his functions is affected by a change to her/his duties or to the requirements, the University shall provide the appropriate assistance and training.

#### 10.09 **Temporary assignment within the bargaining unit**

Any temporary assignment whose duration is of more than one (1) month shall be posted for a minimum of five (5) working days, on both campuses, and a copy will be sent to the Union. The posting shall include the duties, required qualifications and expected duration of the assignment.

Should the assignment end before the date indicated on the posting or if the employee does not satisfy the requirements of the assignment, the employee will receive a notice of one (1) week.

Should the assignment continue past the date indicated on the posting, it shall be reposted in accordance with the first paragraph.

#### 10.10 **Group Leader assignment**

The group leader assignment is posted in the first (1<sup>st</sup>) week of April, for a minimum period of five (5) working days, on both campuses. A copy of the posting is sent to the Union. The posting includes, among other things, the main tasks related to the assignment and the required qualifications.

The employee designated to fill the group leader assignment shall occupy this function no later than the first (1<sup>st</sup>) week of May.

- a) The duration of the assignment is of three (3) years.

If the employee selected as group leader leaves their assignment before the designated end date or is removed from this assignment by the employer, the group leader assignment shall be posted in accordance with the provisions of article 10.

- b) The employee designated as group leader is subject to a trial period of two (2) months effectively worked. An employee who renews their assignment is not subject to a new trial period.

The immediate supervisor shall submit an evaluation annually or as required, to the employee designated as group leader.

- c) Should the University decide to create a new group leader assignment, the University will notify the union at least one (1) month in advance and the parties shall discuss the duties and requirements of the assignment.

## **ARTICLE 11 GRIEVANCE PROCEDURE**

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11.01 Should a dispute arise between the University and the Union concerning the interpretation and application of the terms of the present collective agreement, there shall be no interruption of work by reason of the dispute. Rather, both parties shall do their utmost to resolve the dispute as quickly as possible in accordance with the following procedure.

11.02 The parties agree that it is preferable to resolve problems through discussion with the Union and the individuals directly concerned, prior to filing a written grievance. Failing agreement, the following procedure applies:

a) **Step One:**

The employee, accompanied by a Union representative, or the Union, shall file the grievance in writing to the Labour Relations Unit within twenty (20) working days of the occurrence of the facts leading to the grievance or of the knowledge of the occurrence of the facts.

If the matter concerns more than one employee, one (1) of the employees concerned, accompanied by a union representative, shall submit the grievance on behalf of all the employees concerned.

Grievances may be submitted by hand, by email with confirmation that it has been read or by any other appropriate means.

A grievance shall state the nature of the claim, the concerned clauses of the collective agreement and the redress sought. The grievor is entitled to be present at each stage of the procedure, but the final decision shall be made by the Union representative and the University representative.

b) **Step Two:**

At the request of either party, a meeting may be held between the Union and the University within fifteen (15) days following the filing of the grievance.

c) **Step Three:**

The University shall render its decision in writing within twenty (20) working days of the reception of the grievance.

11.03 **Referral to Arbitration**

Within thirty working (30) days following the expiry of the delay outlined in clause 11.02 c), the Union may refer the grievance to arbitration by notifying the Employee and Labour Relations unit, in writing.



11.04 **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. Clauses 11.05 to 11.09 apply, if applicable, with necessary adaptations.

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.

11.05 **Single arbitor**

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

11.06 **Arbitration fees and expenses**

The fees and expenses of the arbitrator shall be divided equally between the parties.

- 11.07 The arbitrator has no authority to amend or alter the provisions of this collective agreement or to substitute new provisions or render decisions that contradict the terms and provisions of this collective agreement.

- 11.08 The parties hereto shall cooperate to expedite the scheduling and the holding of arbitration sessions. The arbitrator's decision is final and binding on the parties.

- 11.09 The aforementioned delays are mandatory and can only be modified upon written agreement between the parties.

**ARTICLE 12 HOURS OF WORK**

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- 12.01 A regular work week consists of thirty-eight and three-quarter ( $38\frac{3}{4}$ ) hours spread out over five (5) consecutive seven hours and three-quarter ( $7\frac{3}{4}$ ), from Monday to Friday, not including meal breaks.

12.02 Work shifts shall begin at the following times:

a) For trades staff:

07:00
14:30
23:00

The weekend shift is spread out over five (5) consecutive days and includes the Saturday and the Sunday. The shift normally starts at 7:00 a.m.

b) For helpers and facilities keepers:

06:30
9:00
11:30
12:30
14:30
22:30

The weekend shift is spread out over five (5) consecutive days and includes the Saturday and the Sunday. The shift normally starts at 6:30 a.m.

c) Upon one week's advance notice, shifts may begin up to two (2) hours before or after the times set out in clauses 12.02 a).

Upon one week's advance notice, shifts may begin up to one (1) hour before or after the times set out in clause 12.02 b).

In any case, this notice may be reduced after agreement between the parties.

It is also agreed that modifications to the schedules shall be kept to a minimum, subject to service needs.

12.03 All employees shall be entitled to two (2) consecutive days off per week.

12.04 If an employee reports for his shift but there is no work to give him, he shall receive the equivalent of four (4) hours of regular salary, provided he was not instructed to refrain from reporting for his shift.

12.05 Employees who obtain permission to leave the premises before the end of their shift because of bad weather or for a similar reason shall not be penalized.

12.06 All employees are entitled to a one-half hour unpaid meal break during their regular shift, at a time to be decided by the University.

- 12.07 There shall be a fifteen (15) minute break each half-shift. This break shall be taken on University premises and shall not be taken at the beginning or end of a work day or added to a meal break.
- 12.08 After agreement between the immediate supervisor and the employee, the latter may work a schedule that is not provided for in the present collective agreement. This agreement must be confirmed in writing, with a copy to the Union.
- 12.09 For evening, night and weekend position, the rates appear in Appendix A (Classifications and Hourly Rates). The premiums provided for in clause 26.01 are only payable during occasional replacements on a different shift than that of the employee.
- 12.10 **Summer Schedule**
- a) Each year, for a period of ten (10) weeks from mid-June to mid-August (exact dates to be posted by the Human Resources Department), the regular work week shall be reduced by three (3) hours without reduction in pay.
  - b) Where an employee is absent during the summer schedule period, he cannot bank the hours of leave to which he would have been entitled had he been at work, except in the following case:
    - For the employee who has accumulated ten (10) years or more of seniority, the summer hours can be banked if they coincide with a vacation day. The accumulated hours must be used prior to May 31 of the following year, at a time agreed upon by the immediate supervisor and the employee.

## **ARTICLE 13 OVERTIME**

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- 13.01 All hours worked in excess of a regular workday or work week are considered overtime. Except in an emergency, overtime must be approved in advance by the immediate supervisor.
- 13.02 The normal rate for overtime is one and a half (1½) times the regular hourly salary for the first four (4) hours of work, and twice (2) the regular hourly salary for subsequent hours worked. The salary for all hours worked on a second (2<sup>nd</sup>) regular day off is twice (2) the employee's regular salary.
- 13.03 The salary for the first seven and three-quarter (7¾) hours worked on a statutory holiday is twice (2) the employee's regular salary, plus the regular salary for the statutory holiday. The salary for all hours worked in addition to these seven and three-quarter (7¾) hours on a statutory holiday is three (3) times the employee's regular salary.
- 13.04 All employees who are called back to work after their regular shift and have already left University premises shall be paid a minimum of four (4) hours at a rate of one and a half (1½) times the regular hourly rate.
- 13.05 Overtime shall be allocated as fairly as possible, on a rotating basis within the department or shop involved, among the employees who normally perform the work for which the

overtime is required.

- 13.06 Overtime is worked on a voluntary basis. Should an insufficient number of employees agree to work overtime, the employees shall be assigned to it by reverse order of seniority.
- 13.07 Employees asked to work for fifteen (15) additional minutes after their shift shall be paid the appropriate overtime rate.
- 13.08 An Employee who works more than two (2) consecutive hours of overtime immediately after his shift is entitled to a thirty (30) minute paid meal break as well a meal premium of twelve dollars (\$12.00).
- Subsequently, once the employee has worked four (4) hours of additional overtime, he shall again be entitled to a paid meal break of thirty (30) minutes as well as the meal premium. The meal break and premium shall so apply for each period of four (4) hours worked in overtime.
- 13.09 Employees asked to report for overtime before their regular shift may elect to be paid for such work at the overtime rate or to leave work after having worked for seven (7) hours and forty-five (45) minutes.
- 13.10 An employee who works overtime is entitled to a rest period of eight (8) consecutive hours before returning to work and shall lose no salary in respect of any part of such rest period (but only that part) which falls within his regular working day.
- 13.11 Subject to approval by the immediate supervisor, an absolute yearly maximum of seventy-seven and a half (77.5) hours of overtime may banked over the course of a fiscal year. From that amount, a maximum of thirty-eight hours and three quarters (38  $\frac{3}{4}$  h) may be deferred to the following fiscal year. All banked hours still unused and undeferred as of May 31<sup>st</sup> shall be paid. The minimum duration for absences taken by means of this bank is of one half-day.

## **ARTICLE 14 PAID HOLIDAYS**

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14.01 The following days are recognized as paid holidays:

- Good Friday
- Easter Monday
- National Patriot's Day
- Fête nationale
- Canada Day
- Labour Day
- Thanksgiving
- Christmas Eve
- Christmas Day
- Boxing Day
- December 31
- New Year's Day
- January 2

- 14.02 If one of the aforementioned paid holidays falls on a Saturday, it shall be taken on the preceding working day. If one of the aforementioned holidays falls on a Sunday, it shall be taken on the next working day.
- 14.03 If the majority of the University's non-academic staff is not required to work between December 25 and January 2, employees who work on days during this period that are not statutory holidays are paid at two (2) times their regular rate for all hours worked.

## **ARTICLE 15 VACATION**

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- 15.01 For the purposes of vacation, a year begins on June 1 and ends on the following May 31. If an employee takes leave without pay during this period, the number of days set out in clause 15.02 to which the employee is entitled shall be reduced by one-twelfth (1/12) for each month of such leave. Vacations accumulated at May 31 shall be taken within twelve (12) months of that date, except if the immediate supervisor permits otherwise.
- 15.02 Working days of vacation
- a) Employees with less than one (1) year of continuous service on June 1 are entitled to one and two-thirds (1 2/3) days of vacation for each month of continuous service, up to a maximum of twenty (20) working days of vacation.
  - b) Employees with at least one year of continuous service on June 1 are entitled to twenty (20) working days of vacation.
  - c) Employees with at least ten (10) years of continuous service on June 1 are entitled to twenty-two (22) working days of vacation.
  - d) Employees with twenty-one (21) years of continuous service on June 1 are entitled to twenty-five (25) working days of vacation.
- 15.03 As of April 1<sup>st</sup> of each year, the University shall remit to each employee a memo indicating the number of vacation days to which the employee is entitled. This list shall also include the number of banked days of each employee.
- a) As of April 15 of each year, the employees shall write their desired vacation dates on the appropriate form. Subject to service requirements, their immediate supervisor shall prepare a vacation schedule consistent with the employees' choices.
  - b) From May 1 of each year, an employee who has not specified his vacation dates shall no longer be entitled to take a period already taken by another employee, even if that other employee has less seniority.
  - c) An employee may change the dates of his vacation after May 1. This must be done in writing to the employee's immediate supervisor, and can only be done if this vacation period does not encroach on another employee's period, even if the other employee has less seniority.

- 15.04 Thirty-eight and three-quarter ( $38\frac{3}{4}$ ) vacation hours may be banked and deferred from one year to the next, provided the following three conditions are met:
- i) the employee obtains the approval of his immediate supervisor;
  - ii) the accumulated hours are used within the following twelve (12) months; and
  - iii) at least one (1) working day of vacation is claimed.
- 15.05
- a) For the purpose of calculating vacation, an employee hired between the first and fifteenth day of the month is considered as having one (1) month of service.
  - b) An employee unable to take his vacation as scheduled due to an illness corroborated by a medical certificate, an accident or an occupational injury occurring before the start of his vacation period may defer his vacation to a later date. However, he must so inform his immediate supervisor as soon as possible prior to the expected start date of his vacation period. Accordingly, after agreement with his immediate supervisor, his vacation shall be deferred either to the end of his disability or to a later date.
  - c) An employee hospitalized as a result of an illness or accident which occurs during his vacation period may defer the balance of his vacation to a later date as agreed upon with his immediate supervisor. The employee must present a medical certificate to the Human Resources Department (Benefits unit) corroborating the disability as well as the dates during which he was hospitalized.

## **ARTICLE 16 SOCIAL LEAVES**

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- 16.01 All employees are entitled to the following leaves without loss of salary, provided they coincide with a day that the employee would normally have worked.
- 16.02
- a) In the event of the death of a relative or family member, the employee may ask for a leave for a limited period. As soon as it is possible, notification of such a leave shall be given to the immediate supervisor. The duration of the bereavement leave shall not exceed five (5) working days. The authorization of such a leave shall not be withheld without a valid reason.
  - b) In cases where clause 16.02 a) applies, the employee may add to this period his accumulated vacation, accumulated overtime, and/or leave without pay not exceeding fifteen (15) working days.
  - c) If the funeral takes place more than one hundred and sixty (160) kilometers from the residence of an employee, and as long as they attend, they are entitled to one (1) extra working day.
  - d) An employee may defer one (1) of the above days if the burial or cremation is to occur at a later date.
- 16.03 **In the event of the marriage**
- a) of the employee, he is entitled to five (5) working days;

- b) of a son or daughter, an employee is entitled to one (1) working day;
- c) of the mother, father, grandparents, brother, sister or grandchildren, an employee is entitled to the day of the wedding.
- d) In cases where clauses 16.03.2 or 16.03.3 apply, the employee may add accumulated vacation days, or an equivalent leave without pay, to the days described.

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

16.05 **Jury or witness duty**

- a) An employee required to perform jury duty, or to act as a witness in proceedings to which he is not a party, shall not lose any regular salary while fulfilling this requirement. However, the employee must turn over to the University the equivalent of the amount received as remuneration for the performance of these duties. If this amount is greater than his regular salary, the University shall return the difference to the employee.
- b) An employee called to act as a witness in a case where the University is involved shall continue to receive his regular salary and shall be paid overtime for all hours required of him as a witness outside of his regular workday and work week.
- c) If an employee must appear before a civil, administrative, or penal court in a case in which he is party, he is entitled to a leave without pay or may use his accumulated vacation or accumulated overtime.

16.06 An employee who must be absent for one of the reasons provided for in this article must notify his immediate supervisor as soon as possible and must, on demand, produce proof or confirmation of the events.

16.07 **Personal leave**

All permanent full-time employees are entitled to a maximum of twenty-three and a quarter (23¼) hours of leave without loss of salary for professional appointments, etc.

Permanent part-time employees are entitled to such personal leave pro-rated to hours worked.

This time is not to be used to extend vacations or any other leave referred to in this collective agreement, with the exception of bereavement leave.

Normally, the employee should notify the immediate superior of the need for such leave two (2) days in advance.

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

Any time required beyond twenty-three and a quarter (23¼) hours shall be unpaid.

**16.08 Leave for family obligations**

- a) An employee may be absent from work, without pay, during ten (10) days per year to fulfill obligations related to the care, health or education of her/his child or the child of her/his spouse, or due to the state of health of her/his spouse, father, mother, brother, sister or one of her/his grandparents.

Of these ten (10) days, two (2) shall be without loss of pay.

The leave may be divided into days. A day may also be divided with the approval of the employee's immediate supervisor.

The employee must notify her/his immediate supervisor as soon as possible and take all reasonable steps within her/his power to limit the leave and the duration of the leave.

- b) An employee may be absent from work, without pay, or go on part-time leave without pay for a maximum period of fifty-two (52) weeks if her/his minor child suffers from social or emotional development problems, is handicapped or suffers from a long-term illness or if the employee must stay with her/his child, spouse, the child of her/his spouse, one of her/his parents, her/his brother, sister or one of her/his grandparents following a serious illness or a serious accident, and who's state of health requires the presence of said employee.
- c) During the leaves provided for in the present article, the employee accumulates her/his seniority in accordance with paragraph 9.04.
- d) With the exception of the first fifteen and a half (15.5) hours, the remaining hours of leave may be worked within a period agreed upon by the employee and the immediate supervisor, with the approval of the latter as to the work to be done and its duration.
- e) The hours worked pursuant to the present paragraph are not considered as overtime as defined in article 13.

**ARTICLE 17 DISCIPLINARY MEASURES**

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- 17.01 A verbal warning, written reprimand, suspension, or dismissal are the disciplinary measures that may be applied based on the gravity or the frequency of the alleged offence.

As far as possible, the Employer will meet with the employee who is subject to disciplinary action to obtain their version of events. The employee is accompanied by a union representative unless they certify in writing that they do not wish to be accompanied.



- 17.02 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. No disciplinary measure may be imposed more than twenty (20) working days after the incident which gave rise to it or more than twenty (20) working days after the University became aware of the incident, unless the parties agree in writing to extend this period.
- 17.03 In all cases of disciplinary measures, the University has the burden of proving that the disciplinary measure was imposed for just and sufficient cause. The arbitrator may confirm or reject the disciplinary measure or render any other decision that he/she deems equitable under the circumstances.
- 17.04 Any mention of a disciplinary measure shall be removed from the employee's file after a period of twelve (12) months has elapsed if there has been no other disciplinary infraction within the aforementioned period.
- 17.05 After having scheduled an appointment with the Human Resources department, the employee may consult his employee file in the presence of a representative from said unit and, if he so wishes, a Union representative.
- 17.06 An employee who is the subject of a disciplinary measure is entitled to a copy of his employment file from the Human Resources department. The employee shall assume the cost of the photocopies.

## **ARTICLE 18 SICK LEAVE, WORK ACCIDENTS, INSURANCE AND RETIREMENT**

- 18.01 The provisions concerning sick leave, insurance and retirement shall comply with the University's Benefits Program.
- 18.02 Employees covered by this agreement are entitled to participate in the Concordia University Benefits Program, in accordance with the terms stipulated therein, including:
1. Pension Plan for Employees;
  2. Health Plan, including vision and dental care;
  3. Long-Term Disability Insurance;
  4. Basic Life Insurance;
  5. Accidental Death and Dismemberment;
  6. Optional Life Insurance;
  7. Optional Dependent Life Insurance;
  8. Registered Retirement Savings Plan.
- 18.03 When an employee is absent from work because of an occupational injury or disease which is caused by his work at the University as defined by the Act, the University shall pay the employee, for the first fifty-two (52) first weeks during which he is totally unable and unsuited to work, the difference between his regular weekly salary (i.e. 38¾ hours times his base hourly salary) and the indemnity to which he is entitled under the *Act respecting industrial accidents and occupational diseases*.
- 18.04 An injured employee may transfer the indemnity that he receives from the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST) to the University.

If the employee chooses to do so, the University shall continue to pay the employee his base weekly salary for the duration of his incapacity, up to a maximum of fifty-two (52) weeks. If the incapacity lasts longer than fifty-two (52) weeks, the University shall continue to pay the employee an amount equivalent to the the compensation paid by the CNESST. This type of payment shall continue until the CNESST determines that the employee is able to return to work or is suffering from a permanent partial or total disability. If there is doubt as to whether the absence was in fact caused by an occupational injury, the decision of the CNESST shall be binding on both parties.

- 18.05 At any time during the first fifty-two (52) weeks of an employee's disability, the University has the right to call upon the doctor of its choice to determine the employee's percentage of disability. If the doctor determines that the employee's disability does not render him unable to perform his regular duties, the University may cease to pay the difference between the indemnity paid by the CNESST and the employee's regular weekly salary.
- 18.06 An employee who has sustained an occupational injury must report the injury to his immediate supervisor before voluntarily leaving the workplace and, if necessary, consult a medical care provider as soon as possible following the accident. Any injury, accident or near-miss must be reported via the University's website.
- 18.07 Upon issuing T4 and TP1 slips, the University shall remit a statement to the employee indicating the amount of indemnities received from the CNESST during the year.

## **ARTICLE 19 PARENTAL LEAVE**

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### **PREAMBLE**

Unless specifically mentioned, all leaves provided in the present Article 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, if she/he had remained at work.

<b>Section I: Maternity Leave</b>
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- 19.01 a) A pregnant employee is entitled to a maternity leave of eighteen (18) weeks duration, which subject to clause 19.04 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.
- c) An employee who gives birth to a stillborn child after the beginning of the twentieth (20<sup>th</sup>) week preceding the due date is also entitled to such maternity leave.
- 19.02 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 (16<sup>th</sup>) week preceding the date of birth and ends no later than

twenty (20) weeks after the week of the birth.

- 19.03 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.
- 19.04 A maternity leave can be split, interrupted or extended in accordance with the conditions provided in section V of the present article.
- 19.05 During the maternity leave and the extensions provided in clause 19.03 and in section V of the present article, the employee can defer a maximum of four (4) weeks of annual vacation if the employee notifies the University in writing of the date of such deferral no later than two (2) weeks before the expiry of said maternity leave. If vacation is not deferred, the University must pay the vacation indemnity at the end of the fiscal year during which the vacation is due.
- 19.06 The maternity leave may be for a period of less than eighteen (18) weeks. If the employee returns to work within the two (2) weeks following birth, she must, at the University's request, submit a medical certificate confirming that she is sufficiently recovered to resume work.

## Section II: Special Leaves

### 19.07 **Provisional assignment**

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

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

The employee so assigned retains the rights and privileges of her regular position.

If the assignment is not carried out immediately, the employee is entitled to a special leave to begin immediately. Unless a provisional reassignment arises afterward to cancel this special leave, the special leave terminates for the pregnant employee, on the date of the birth, and for the employee who is breast-feeding, at the end of the breast-feeding period.

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

As soon as the University receives a request for preventive reassignment, it will

immediately inform the Union and cite the name of the employee and the reasons for the request.

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

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

**b) Other Special Leaves**

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

- 1) When a complication in the pregnancy or a risk of miscarriage, caused by the pregnancy and requiring a work stoppage, the employee is entitled to a special maternity leave upon presentation of a medical certificate prescribing the duration of this leave, and attesting the existing risk and the due date; this leave is then considered as the maternity leave provided in clause 19.01, starting on the beginning of the fourth (4th) week preceding the due date.
- 2) Upon presentation of a medical certificate prescribing the duration of the leave, when an interruption of pregnancy occurs before the beginning of the twentieth (20th) week before the due date.
- 3) For visits with a health care professional related to the pregnancy, up to a maximum of four (4) working days that can be taken in half-days, without loss of salary.

During the special leaves granted under this section, the employee receives the benefits provided in clause 19.25, insofar as she is normally entitled to them and also in clause 19.27. The employee covered by clause 19.07 b) may also avail herself of the benefits from the sick leave plan or the long-term disability plan, whichever the case may be.

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

**19.08 Birth or adoption leaves**

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

registration of the child.

When an employee's spouse suffers an interruption of pregnancy as of the twentieth (20th) week of pregnancy, the employee is also entitled to a leave of a maximum duration of five (5) working days, of which two (2) days are paid. This leave can be split into days upon the employee's request and must be taken within fifteen (15) days of the interruption of pregnancy.

- b) The employee may defer one (1) week's vacation if the birth or the interruption of pregnancy occurs during his annual vacation. The employee must inform the University in writing.

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

19.10 **Paternity leave**

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

**Section IV: Parental leave**

- 19.11 a) The parental leave must come to an end no later than one hundred and four (104) weeks following the end of the maternity or paternity leave or, in the case of an adoption, one hundred and four (104) weeks following the arrival of the child at the mother or the father's residence.
- b) An employee whose parental leave's expected duration is less than two (2) years can, only once, ask the University for an extension of her/his parental leave up to the maximum provided in paragraph a), by submitting a written request at least thirty (30) days prior to the expected date of her/his return to work.
- c) During this leave, the employee can, if she/he submits a request to the University at least thirty (30) days in advance, modify her/his full-time parental leave into a part-time parental leave or vice-versa. The employee can avail her/himself from this provision only once.
- d) The employee who wishes to return to work before the scheduled date must give a written notice of at least twenty-one (21) days prior to her/his return to work or, if the duration of the leave exceeds thirty-four (34) weeks, at least thirty (30) days before his/her return to work.

- e) The employee who does not avail her/himself of the leave provided in the preceding paragraphs can benefit, after the birth or the adoption of her/ his child, from a leave of a maximum duration of sixty-five (65) consecutive weeks, which starts at the moment decided by the employee but not later than one (1) year following the birth of the child or, in case of an adoption, one (1) year after the child was placed in her/his care.
- f) In the case of a part-time parental leave, the request must specify the schedule desired by the employee. In case of a disagreement with the University as to the schedule, the employee is entitled to a maximum of two (2) and a half (1/2) days per week or the equivalent. Failing agreement on the distribution of these days, the University determines the schedule.

<p><b>Section V: Splitting, interruption or extension of maternity, paternity or parental leave</b></p>
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19.12 A maternity, paternity or parental leave can be divided into weeks, or interrupted, upon the employee's request, in one or more of the following circumstances:

- a) the employee's child is hospitalized, in which case the employee may, after agreement with the University, return to work for the duration of the hospitalization;
- b) for a maximum period of twenty-six (26) weeks, if the employee is sick or has suffered an accident;
- c) for a maximum period of twelve (12) weeks, if the employee must be present with her/his child, spouse, father, mother, spouse of her/his father or mother, brother, sister, or one of her/his grandparents because of a serious illness or a serious accident.
- d) The period provided for in c) above may be extended as follows:
  - i) up to one hundred and four (104) weeks when the employee must be present with his/her minor child suffering from a potentially fatal illness.
  - ii) up to one hundred and four (104) weeks when the employee must be present with his/her minor child who has suffered a serious bodily injury during or as a direct result of a criminal act which renders the child incapable of carrying out his/her 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 is the direct result of 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 his leave, the University resumes the payment of the supplemental indemnity to which the employee would have been entitled should there have been no such splitting or interruption.

- 19.13 The employee who, before the end of her/his maternity, paternity or parental leave, submits a written notice to the University accompanied by a medical certificate attesting that the health of her/his child or, in the case of a maternity leave that her own health so warrants it, is entitled to an extension of the leave for the duration prescribed on the medical certificate.
- 19.14 The provisions of this section shall not serve to extend the period of parental leave beyond one-hundred and four (104) weeks.

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

- 19.15 The benefits provided for in this section are paid only as a supplement to the benefits of the Quebec Parental Insurance Plan or, in the cases that follow, as benefits during a maternity leave or supplementary maternity leave for which the Plan does not provide any benefits.
- 19.16 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.
- 19.17 Payments for deferred remuneration or severance pay will not be reduced nor increased by the payment of compensation under the present article 19.
- 19.18 **Employees eligible to QPIP**
- a) The employee who, following a request for QPIP benefits, receives such benefits, is entitled to receive:

i) **During her maternity leave:**

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

ii) **During his paternity leave:**

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

iii) **During her or his parental leave:**

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

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

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

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

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

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

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

i) **During a maternity leave :**

For each week of the waiting period: an allowance equal to 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 regular weekly salary and the benefits received.

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

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

19.21 **Miscellaneous**

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

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 19.07 does not receive any CNESST allowances is excluded from the calculation of her base weekly salary.

**Section VII: Notice**

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

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

For the paternity or parental leave, the notice shall be accompanied by a supporting

document attesting the birth or adoption, whichever the case.

- 19.23 At least four (4) weeks before the end of the maternity or parental leave, the University must send the employee a notice indicating the anticipated end date of said leave. The employee to whom the University has sent such a notice must report to work upon conclusion of the leave.

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

### **Section VIII: Benefits**

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

- salary insurance;
- life insurance;
- supplementary life insurance;
- health insurance;
- pension plan;
- dental and vision care insurance;
- accumulation of vacation for the duration of the maternity or paternity leave and, in the case of an adoption, for the first seventeen (17) weeks of the parental leave;
- accumulation of seniority;
- accumulation of experience;
- the right to apply for a posted position and to obtain it in accordance with the provisions of the collective agreement as if the employee were at work.

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

- 19.26 Upon her/his return, the employee reintegrates her/his position or the position obtained by posting during her/his leave. In the event that the position has been abolished, or if she/he has been displaced due to the application of article 7, the employee can avail her/himself, upon her/his return to work, of all the rights and privileges provided in the collective agreement.

The employee covered by clause 19.07 b) can also benefit from the short-term disability leave or from the long-term disability plan, as appropriate.

- 19.27 a) During a part-time leave with or without pay of more than twelve (12) weeks, an

employee retains her/his eligibility to the benefits provided in articles 18 if she/he becomes disabled or unable to return to work due to a sickness or an injury other than a work related injury, after submitting a written request to end her/his leave with or without pay as provided in clause 23.

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

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

For purpose of this paragraph, all leaves accumulated pursuant to article 16 before the maternity or paternity leave are added to the deferred annual vacation.

## **ARTICLE 20 TEMPORARY ASSIGNMENTS**

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20.01 Except for boiler room and distribution services positions, no temporary assignment between campuses can take place, unless otherwise agreed between the parties.

### **20.02 Temporary assignment to a position with a higher or lower classification**

- a) When an employee is temporarily assigned to a position with a higher classification, the employee shall receive a premium equal to the pay rate of that classification during that period.
- b) An employee temporarily assigned to a position with a lower classification shall suffer no loss of salary.

## **ARTICLE 21 TOOLS**

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21.01 The University shall supply the tools necessary for an employee's employment. Damaged tools that are handed in shall be replaced. Lost tools are replaced at the immediate supervisor's discretion.

21.02 The University shall pay the employee the cost of any clearance card, permit or certificate required by his employment.

## **ARTICLE 22 SALARIES**

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22.01 Salary increases:

**On June 1, 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.

**On May 31, 2024:** There will be a market adjustment of \$1.00/hour in addition to the base salary in effect for the following trades:

- Electrician
- Plumber
- Carpenter
- Painter
- Refrigeration Mechanic
- Locksmith
- Master Locksmith

**On June 1, 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.

**On June 1, 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.

## **ARTICLE 23 LEAVE WITHOUT PAY AND DEFERRED SALARY LEAVE**

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- 23.01 The University shall grant leave without pay for a period determined amicably between both parties, provided there is a valid reason for the leave and it is in the mutual interest of the employee and the University.
- 23.02 The approval of a request for leave without pay is subject to the concerned department's ability to accommodate the employee's absence, but the department shall not unreasonably withhold such approval.
- 23.03 The duration of leave without pay is not normally to exceed twelve (12) months.
- 23.04 An employee who, without authorization, uses leave without pay for purposes other than those for which it was granted, shall be considered to have resigned on the date that the leave began.
- 23.05 Upon the expiration of an employee's leave without pay, the University shall reinstate the employee, with all his rights, to the position that he held prior to the leave, or, if the original position has been abolished, to an equivalent position.
- 23.06 An employee on leave without pay must make the University and employee contributions to the benefit plans in which he wishes to remain enrolled.
- 23.07 **Terms and conditions of application**
- a) Employees must submit a written request for leave without pay six (6) months before the leave is to commence. An employee may derogate from this notice period in an emergency, but must always submit his request as soon as possible.

- b) The employee's request must state:
  - i. the specific reasons for the leave; and
  - ii. the desired duration of the leave.
- c) Approval of requests for leave must be made in writing and state the date on which the leave begins and the anticipated date of its expiration.

23.08 **Deferred salary leave**

- a) Deferred salary leave is intended to enable employees to benefit from leave with pay. The parties consider deferred salary leave beneficial for employees and the University.
- b) Requests for a deferred salary leave shall be subject to the ability of the concerned department to accommodate the leave, but such leave shall only be refused in exceptional circumstances.
- c) Deferred salary leave shall be for no less than six (6) consecutive months and shall not exceed twelve (12) consecutive months. Employees who benefit from deferred salary leave must return for work for a period equal to that of the leave.
- d) An employee may apply in writing to participate in the Deferred Salary Leave Plan (DSLPL) to his immediate supervisor, with a copy to the Employee Relations Office, at least three (3) months prior to the date on which the employee wishes to commence participation.
- e) Approval or refusal of a deferred salary leave shall be given by the immediate supervisor, with a copy to the Employee Relations Office, within five (5) weeks of the date that the application was received. If the University refuses to grant such a leave, it will provide the reasons for its refusal to the employee, with a copy to the Union.
- f) An employee's participation in the DSLPL is subject to the signing of a contract as set out in Appendix D.
- g) The contract must be signed by the employee and returned to the Employee Relations Office four (4) weeks before the commencement of the deferral period.
- h) The Employee Relations Office shall return a signed copy of the contract to the immediate supervisor concerned.
- i) Upon signing the contract, the employee becomes a participating employee. If the employee does not sign the contract, he shall be deemed to have withdrawn his application to participate in the Deferred Salary Leave Plan.
- j) The duration of the leave and the percentage of salary paid while participating in the plan (contract) shall be one of the following options:

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

## **ARTICLE 24 STRIKES AND LOCK-OUTS**

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24.01 No employee shall participate in any strike, sit-in, slowdown or work stoppage while this agreement is in force, and the University shall not order any lock-out while this agreement is in force. Likewise, neither the Union, nor any Union officer or other Union representative, shall directly or indirectly authorize, help, encourage or in any way participate in a strike, sit-in, slowdown or work stoppage during the life of this collective agreement.

## **ARTICLE 25 DURATION OF AGREEMENT**

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25.01 This collective agreement shall come into force at the time of its signature and shall remain in force until May 31, 2026. It shall have no retroactive effect, except to the extent expressly provided.

25.02 Notwithstanding the preceding clause, this collective labour agreement shall remain in force until a new collective labour agreement is signed or one of the parties has exercised the rights provided for in section 58 of the *Labour Code* (Quebec).

### **Retroactivity**

25.03 The salary increases are paid retroactively for all hours paid to the employees in the employment of the University at the time of signature of the collective agreement, as well as to those employees having retired between June 1<sup>st</sup>, 2023 and the date of signature of the collective agreement.

25.04 Pension payments for employees having retired between June 1<sup>st</sup>, 2023 and the date of signature of the collective agreement are recalculated to include the salary increases described above.

Any employee having voluntarily left the University between June 1<sup>st</sup>, 2023 and the date of signature is eligible to retroactive payment upon written request addressed to the Human Resources Department within ninety (90) days of the signature of the collective agreement.

**ARTICLE 26 PREMIUMS**

26.01 Shift premiums

The shift premiums specified in the present clause apply during temporary replacements.

<b>Premium</b>	<b>June 1, 2023</b>	<b>June 1, 2024</b>	<b>June 1, 2025</b>
Evening (applicable between 14h30 and 23h00)	The greater of the two rates: 0.99\$  Or  0.94\$ 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%	The greater of the two rates: 1.02\$  Or  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%	The greater of the two rates: 1.05\$  Or  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%
Night (applicable between 23h00 and 7h00)	The greater of the two rates: 1.46\$  Or  1.39\$ 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%	The greater of the two rates: 1.51\$  Or  June 1, 2023 night 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%	The greater of the two rates: 1.56\$  Or  June 1, 2024 night 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%

For weekend replacements, the employee shall receive the difference between the regular rate and the weekend rate.

An employee shall not be eligible for such a premium if the employee is being paid the overtime rate.

26.02 Employees designated as group leader shall receive the following premium:

<b>June 1, 2023</b>	<b>June 1, 2024</b>	<b>June 1, 2025</b>
The greater of the two rates:	The greater of the two rates:	The greater of the two rates:
2.67\$	2.76\$	2.84\$
Or	Or	Or
2.55\$ 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%	June 1, 2023 group leader 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%	June 1, 2024 group leader 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%

26.03 A premium of seven dollars and fifty cents (\$7.50) per week shall be paid to all employees for uniform cleaning.

26.04 The premiums provided for in articles 26.01 and 26.02 shall be adjusted annually according to percentage increase awarded for salaries.

**ARTICLE 27 UNIFORMS**

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27.01 At the time of hiring, the University shall provide each employee a set of five (5) new shirts and five (5) new pairs of pants. Between May 15 and August 15 of each year, the shirts and pants shall be replaced as needed, upon presentation of the unusable garment, up to a maximum of six (6) garments (shirts or pants) per year. Employees shall be responsible for cleaning their work clothes.

The University must also provide, as needed, a “Tyvek” suit to protect the uniform.

27.02 The University shall ensure that equipment and workplaces conform to the *Act respecting occupational health and safety*.

27.03 Gloves, coveralls, safety goggles, winter coats, spring coats, raincoats, vests and belts shall be supplied as needed to all employees.

27.04 Should special protective devices or other items be required by law for the protection of employees, the University shall supply the said devices or items to each employee. If an employee requires orthopedic boots for medical reasons, the University shall provide the



employee with such boots as needed.

27.05 The University shall take account of all recommendations made by the health and safety committee of Facilities Management.

27.06 Each year, the University shall provide one pair of safety boots or shoes, according to occupation requirements, which must be worn during working hours. The boots or shoes are given to the employees between May 15 and August 15 of each year. The model and maximum price paid by the University shall be established each year by the health and safety committee of Facilities Management based on the requirements of the position. The University shall provide one pair of rubbers that can be worn over the supplied safety boots.

## **ARTICLE 28 RETIREMENT**

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28.01 An employee is entitled to the University's full pension as of the first day of the month coinciding with or immediately following the employee's sixty-fifth (65th) birthday.

### **28.02 Early retirement**

a) Notwithstanding the provisions contained in clause 28.01, an employee aged fifty-five (55) or more is eligible to take early retirement as of the first of the month which coincides with his date of birth or of the month which follows it, subject to an advance notice of at least three (3) months.

b) In addition to his early retirement benefits, an employee who has completed fifteen (15) years of service is eligible to receive a lump sum calculated according to his age at the date of his anticipated departure on early retirement. The amount is determined as follows:

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

c) Requests refused in a given year shall be granted in the following fiscal year.

d) If the requests for early retirement exceed the amount of \$100,000 in lump sums for a given fiscal year, the University reserves the right to grant requests based on seniority amongst the candidates and to refuse requests exceeding that amount.

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

1. Health Plan;
2. University library privileges;
3. Access to Health Services and sports facilities, in accordance with current University practices;
4. Tuition waivers in accordance with the University's policy.

## **ARTICLE 29 TEMPORARY EMPLOYEES**

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29.01 This agreement applies as follows to temporary employees:

**ARTICLE 1 PURPOSE OF THE AGREEMENT**  
The entire preamble applies.

**ARTICLE 2 RECOGNITION**  
The entire article applies.

**ARTICLE 3 DEFINITION OF TERMS**  
The entire article applies.

**ARTICLE 4 UNION SECURITY**  
The entire article applies.

**ARTICLE 5 MANAGEMENT RIGHTS**  
The entire article applies.

**ARTICLE 6 CIVILITY, DISCRIMINATION AND HARASSMENT**  
The entire article applies.

**ARTICLE 7 EMPLOYMENT SECURITY**  
The article does not apply.

**ARTICLE 8 UNION BUSINESS**  
The entire article applies.

**ARTICLE 9 SENIORITY**  
Only clause 9.01 b) applies.

Temporary employees shall be subject to a probationary period of sixty (60) days worked.

**ARTICLE 10 JOB POSTING**  
Applies with the exception of clause 10.05.

**ARTICLE 11 GRIEVANCE PROCEDURE**  
A temporary employee may avail himself of the provisions of this article except upon layoff or dismissal.

**ARTICLE 12**

**WORK SCHEDULES**

The entire article applies.

Schedules are established by the University. A temporary employee hired to replace a permanent employee will normally work the hours of the person being replaced.

**ARTICLE 13**

**OVERTIME**

The entire article applies.

**ARTICLE 14**

**PAID HOLIDAYS**

The article applies except that the employee shall be paid for any paid holiday that falls within the period for which the employee was hired.

**ARTICLE 15**

**VACATION**

Upon departing, a temporary employee shall receive the vacation pay to which he is entitled. The vacation pay is eight percent (8%).

A temporary employee may take vacations as agreed in advance with the immediate supervisor.

The vacations shall be calculated as follows: one and two-thirds (1 2/3) day for each month worked, up to a maximum of twenty (20) working days.

**ARTICLE 16**

**SPECIAL LEAVES**

Does not apply, except for clauses 16.02, 16.04 and 16.05.

**ARTICLE 17**

**DISCIPLINARY MEASURES**

The article applies.

**ARTICLE 18**

**SICK LEAVE, WORK ACCIDENTS, INSURANCE AND RETIREMENT**

Sick leave

Temporary employees shall be protected by a salary insurance program. The purpose of the program is to compensate for the loss of earnings of temporary employees who are unable to perform their normal work because of an illness or an accident other than an occupational injury.

The cost of the program shall be shared equally by the temporary employee and the University. A temporary employee who is disabled due to an illness or accident at any time when his contract is in effect shall be entitled to paid sick leave for a period of up to one (1) month, paid at the equivalent rate that the employee would have earned had he remained at work.

Temporary employees on paid sick leave may be required to provide a medical certificate confirming that they are unable to work.

If the disability continues for more than one (1) month, the temporary employee shall be protected by the provisions of the salary insurance program. Salary insurance payments shall be sixty-six and two-thirds percent (66 2/3%) of the rate that the temporary employee would have earned if he had remained at work.

Salary insurance payments shall be made for the duration of the contract in effect at the moment the disability occurred, or until the temporary employee returns to work, whichever comes first. The University shall deduct from each pay, in equal amounts, the temporary employee's share of the salary insurance premium. The salary insurance program applies provided the disability begins no earlier than the effective date of the temporary employee's contract.

A temporary employee absent due to an illness or accident shall notify the department or unit head, or, in their absence, their designated replacement.

Group insurance and pension plan

Temporary employees are entitled to participate in the pension plan in accordance with the *Act respecting supplemental pension plans* and the regulations thereunder.

Temporary employees are not entitled to participate in the group insurance plans.

- ARTICLE 19 PARENTAL LEAVE**  
The *Labour Standards Act* applies.
- ARTICLE 20 TEMPORARY ASSIGNMENTS**  
The entire article applies.
- ARTICLE 21 TOOLS**  
The entire article applies.
- ARTICLE 22 SALARIES**  
The entire article applies.
- ARTICLE 23 LEAVE WITHOUT PAY AND DEFERRED SALARY LEAVE**  
Does not apply.
- ARTICLE 24 STRIKES AND LOCKOUTS**  
The entire article applies.
- ARTICLE 25 DURATION OF AGREEMENT**  
The entire article applies.
- ARTICLE 26 PREMIUMS**  
The entire article applies.
- ARTICLE 27 UNIFORMS**  
Applies only after 30 working days.
- ARTICLE 28 RETIREMENT**  
Does not apply.

**ARTICLE 29      TEMPORARY EMPLOYEES**

The entire article applies.

**ARTICLE 30      TRAINING**

The entire article applies.

**ARTICLE 31      UNIVERSITY CLOSURE**

The article applies.

A temporary employee shall be paid for any closings that occur during the period for which they were hired.

**APPENDICES**

All appendices, except Appendix D, apply.

**ARTICLE 30      TRAINING**

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30.01      In the event that new work methods are introduced or of a change in equipment, the employer shall provide training to its employees so that they may perform their duties.

30.02      The University shall reimburse the costs related to the issuance or renewal of permits and certificates of qualification required by the University.

30.03      **Reimbursement of occupational training expenses**

A permanent employee who wishes to be reimbursed for a course related to his duties shall submit a written request to the immediate supervisor and to the Human Resources Department (Employee and Labour Relations unit) before the training is to begin. The University shall not withhold approval of such requests unreasonably.

The registration fees, books and other requisite school supplies are reimbursed. The registration fees shall be reimbursed within thirty (30) calendar days of a certification that the course was successfully completed.

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

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

The courses must be taken outside regular working hours.

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

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

If an employee must, during their normal working hours, take an exam to obtain a certificate of competency that is required to fulfil the requirements of their trade, they are

entitled to a day of leave without loss of regular pay in addition to examination-related costs.

30.05 **Skill upgrading**

All employees who wish to take training courses related to their duties shall submit a request in this regard to their immediate supervisor and to the Human Resources Department (Employee and Labour Relations unit). The University shall not withhold the approval of such requests unreasonably.

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

**ARTICLE 31 UNIVERSITY CLOSURE**


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

IN WITNESS WHEREOF, the parties have signed in Montreal on this 23<sup>rd</sup> day of January 2025.

**For Concordia University**


**For the Syndicat des travailleuses et travailleurs des métiers de Concordia – CSN**

  
\_\_\_\_\_  
Dr. Graham Carr  
President & Vice-Chancellor

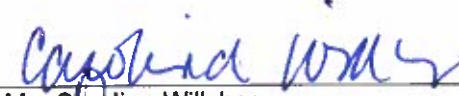
  
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Mr. David Gabbay  
Negotiation Committee Member

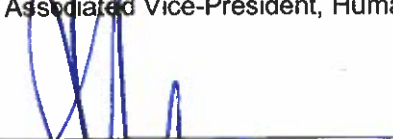
  
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Mr. Michael Di Grappa  
Vice-President, Services and Sustainability

  
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Mr. Ciprian Iuga  
Negotiation Committee Member

  
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Ms. Marie-Claude Lavoie  
Associate Vice-President, Facilities Management

  
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Mr. Ryan Ciarma  
Negotiation Committee Member

  
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Ms. Carolina Willsher  
Associated Vice-President, Human Resources

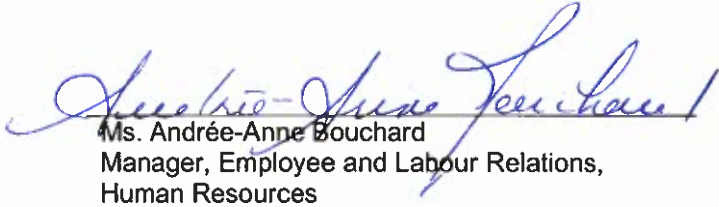
  
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Ms. Sylvie Côté  
Executive Director, Employee and Labour Relations, Human Resources

  
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Mr. Geoffroy Allard  
Property Manager, Facilities Management

  
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Ms. Marilyn Moreau  
Supervisor, Technical and Mechanical, Facilities Management

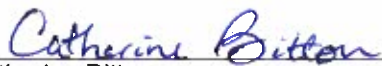
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Mr. Patrick Sullivan  
Supervisor, Architectural and Custodial Services,  
Facilities Management



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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



## APPENDIX A CLASSIFICATIONS AND HOURLY RATES

June 1, 2023 to May 31, 2026

STTMC-LOYOLA	2023				2024				2025			
	4,80%				3,20%				3,00%			
	DAY	EVENING	NIGHT	WEEKEND	DAY	EVENING	NIGHT	WEEKEND	DAY	EVENING	NIGHT	WEEKEND
Classification	Hourly rate	Hourly rate	Hourly rate	Hourly rate	Hourly rate	Hourly rate	Hourly rate	Hourly rate	Hourly rate	Hourly rate	Hourly rate	Hourly rate
Groundsperson	\$28.70	\$29.69	\$30.16	\$33.01	\$29.62	\$30.64	\$31.13	\$34.07	\$30.51	\$31.56	\$32.06	\$35.09
Facilities Keeper	\$28.70	\$29.69	\$30.16	\$33.01	\$29.62	\$30.64	\$31.13	\$34.07	\$30.51	\$31.56	\$32.06	\$35.09
Coordonateur, logistique des transports	\$33.54	\$34.53	\$35.00	\$38.57	\$34.61	\$35.63	\$36.12	\$39.80	\$35.65	\$36.70	\$37.20	\$40.99
Locksmith	\$30.48	\$31.46	\$31.93	\$35.05	\$32.49	\$33.50	\$33.98	\$37.20	\$33.46	\$34.51	\$35.00	\$38.32
Master Locksmith	\$32.56	\$33.55	\$34.02	\$37.45	\$34.63	\$35.66	\$36.14	\$39.68	\$35.67	\$36.73	\$37.22	\$40.87
Carpenter	\$30.48	\$31.46	\$31.93	\$35.05	\$32.49	\$33.50	\$33.98	\$37.20	\$33.46	\$34.51	\$35.00	\$38.32
Carpenter Apprentice 1	\$21.36	\$22.35	\$22.83	\$24.57	\$23.08	\$24.10	\$24.59	\$26.39	\$23.77	\$24.82	\$25.33	\$27.18
Carpenter Apprentice 2	\$24.43	\$25.41	\$25.89	\$28.09	\$26.24	\$27.26	\$27.75	\$30.02	\$27.03	\$28.08	\$28.58	\$30.92
Carpenter Apprentice 3	\$27.42	\$28.41	\$28.88	\$31.53	\$29.33	\$30.35	\$30.84	\$33.57	\$30.21	\$31.26	\$31.77	\$34.58
Electrician	\$33.55	\$34.54	\$35.01	\$38.58	\$35.66	\$36.68	\$37.16	\$40.85	\$36.73	\$37.78	\$38.27	\$42.08
Electrician Apprentice 1	\$20.23	\$21.21	\$21.69	\$23.27	\$21.91	\$22.92	\$23.42	\$25.05	\$22.57	\$23.61	\$24.12	\$25.80
Electrician Apprentice 2	\$23.53	\$24.51	\$24.98	\$27.04	\$25.31	\$26.33	\$26.81	\$28.94	\$26.07	\$27.12	\$27.61	\$29.81
Electrician Apprentice 3	\$26.87	\$27.87	\$28.34	\$30.91	\$28.76	\$29.79	\$30.28	\$32.93	\$29.62	\$30.68	\$31.19	\$33.92
Electrician Apprentice 4	\$30.23	\$31.23	\$31.70	\$34.77	\$32.23	\$33.26	\$33.75	\$36.91	\$33.20	\$34.26	\$34.76	\$38.02

<b>Plumber</b>	\$33.55	\$34.54	\$35.01	\$38.58	\$35.66	\$36.68	\$37.16	\$40.85	\$36.73	\$37.78	\$38.27	\$42.08
Plumber Apprentice 1	\$20.23	\$21.21	\$21.69	\$23.27	\$21.91	\$22.92	\$23.42	\$25.05	\$22.57	\$23.61	\$24.12	\$25.80
Plumber Apprentice 2	\$23.53	\$24.51	\$24.98	\$27.04	\$25.31	\$26.33	\$26.81	\$28.94	\$26.07	\$27.12	\$27.61	\$29.81
Plumber Apprentice 3	\$26.87	\$27.87	\$28.34	\$30.91	\$28.76	\$29.79	\$30.28	\$32.93	\$29.62	\$30.68	\$31.19	\$33.92
Plumber Apprentice 4	\$30.23	\$31.23	\$31.70	\$34.77	\$32.23	\$33.26	\$33.75	\$36.91	\$33.20	\$34.26	\$34.76	\$38.02
<b>Mechanic, Refrigeration and Air</b>	\$33.55	\$34.54	\$35.01	\$38.58	\$35.66	\$36.68	\$37.16	\$40.85	\$36.73	\$37.78	\$38.27	\$42.08
Mechanic Apprentice 1	\$20.23	\$21.21	\$21.69	\$23.27	\$21.91	\$22.92	\$23.42	\$25.05	\$22.57	\$23.61	\$24.12	\$25.80
Mechanic Apprentice 2	\$23.53	\$24.51	\$24.98	\$27.04	\$25.31	\$26.33	\$26.81	\$28.94	\$26.07	\$27.12	\$27.61	\$29.81
Mechanic Apprentice 3	\$26.87	\$27.87	\$28.34	\$30.91	\$28.76	\$29.79	\$30.28	\$32.93	\$29.62	\$30.68	\$31.19	\$33.92
Mechanic Apprentice 4	\$30.23	\$31.23	\$31.70	\$34.77	\$32.23	\$33.26	\$33.75	\$36.91	\$33.20	\$34.26	\$34.76	\$38.02
<b>Painter</b>	\$29.91	\$30.92	\$31.36	\$35.56	\$31.90	\$32.94	\$33.40	\$37.73	\$32.86	\$33.93	\$34.40	\$38.86
Apprentice Painter - Yr. 1	\$20.94	\$21.98	\$22.43	\$24.92	\$22.64	\$23.72	\$24.18	\$26.75	\$23.32	\$24.43	\$24.91	\$27.55
Apprentice Painter - Yr. 2	\$22.49	\$23.49	\$23.97	\$26.72	\$24.24	\$25.27	\$25.77	\$28.61	\$24.97	\$26.03	\$26.54	\$29.47
Apprentice Painter - Yr. 3	\$23.98	\$24.99	\$25.45	\$28.50	\$25.78	\$26.82	\$27.30	\$30.44	\$26.55	\$27.62	\$28.12	\$31.35
Apprentice Painter - Yr. 4	\$25.45	\$26.44	\$26.90	\$30.23	\$27.30	\$28.32	\$28.79	\$32.23	\$28.12	\$29.17	\$29.65	\$33.20
Apprentice Painter - Yr. 5	\$28.00	\$29.02	\$29.47	\$33.27	\$29.93	\$30.98	\$31.45	\$35.37	\$30.83	\$31.91	\$32.39	\$36.43
GR-LEAD	\$2.67				\$2.76				\$2.84			

**Salary rate – positions with weekend shifts:**

The rate displayed applies to all hours worked during the weekend shift (this shift includes the Saturday and the Sunday and is spread out over 5 days of 7.75 hours).

## **APPENDIX B      PARKING COSTS**

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Upon presentation of the receipt, the University shall reimburse the parking fees incurred by an employee when he is required to work in an area other than that of his regular assignment.

## **APPENDIX C      AFTERNOON BREAK**

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Notwithstanding clause 12.07, the past practice with regard to the taking of the afternoon break is maintained.

## APPENDIX D DEFERRED SALARY LEAVE CONTRACT

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### 1. DEFINITIONS

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

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

### 2. DEFERRED SALARY

- 2.01 Throughout the plan years preceding the leave, the University shall deduct the deferred salary from the participant’s earnings and entrust it to the Trustee, which manages the Fund. This withholding is pro-rated over the periodic payments of earnings made to the employee during the entire deferral period. In no case is the deferred salary to exceed 33 1/3% of the earnings. The amount achieved by multiplying the deferral period by the percentage withheld is not to exceed 100%.
- 2.02 The Trustee shall establish, and maintain on its books for the Fund, a separate account for each participant. The Trustee shall hold the deferred salary received,

and invest same, in accordance with the provisions of the Trust Agreement. Investments are made at the Trustee's place of business (type of investment) and bear interest at the prevailing rate for accounts of this type.

2.03 Before the end of each calendar year, the Trustee shall pay the participating employee the interest earned on the total amount of deferred salary which the Trustee is holding in the Fund for the employee.

2.04 The Trustee shall remit an annual statement to each participating employee, setting out the total deferred salary that the Trustee is holding in the corresponding trust account and the interest earned and payments drawn from that account.

### **3. INCOME TAX**

3.01 The University shall make the required deductions from the participant's earnings during the deferral period. The deductions shall be computed based on the earnings for the applicable calendar year, less the deferred salary for that calendar year.

3.02 The amounts paid to the participant during the leave are taxable and subject to prescribed withholdings as though they were part of the participant's earnings for the calendar year in question.

### **4. WITHDRAWAL**

4.01 A participant who, during his participation in the DSLP,

- a. ceases to be employed by the University;
- b. is not working by reason of a maternity leave extension, a work accident, a long-term disability or another authorized leave; or
- c. retires or dies,
- d. is deemed to have withdrawn from the DSLP upon cessation of employment or upon retirement, the taking of leave, or death.

4.02 Participants may withdraw from the DSLP at any time during the deferral period upon submission of one month's notice in writing to the University.

4.03 Following a withdrawal pursuant to clause 4.01 or 4.02, the participant, or his estate, shall receive the aggregate deferred salary plus any accrued interest in his trust account within 30 days of the withdrawal, or the receipt of the notice of withdrawal, as the case may be. This amount is subject to tax deductions.

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

5.01 The University may, when needed, require a participant to postpone his agreed upon date of departure on leave. If so, the University must notify the participant in writing no less than six (6) months in advance, stating the reasons for its demand. The University shall not require a participant to postpone his leave without a valid reason. In addition, the

University must reimburse the participant for any non-refundable deposit made toward enrolment in an educational institution. In support of his request for reimbursement, the participant must provide the University with the official receipts from the educational institution.

- 5.02 A participant may ask the University to postpone his deferred salary leave. The University must receive such a request at least six (6) months before the date on which the leave is anticipated to begin. The University may accept a request made on shorter notice at its discretion.
- 5.03 If maternity leave is taken during the deferred leave period, participation in the plan is suspended for a maximum of twenty (20) weeks.

**DEFERRED SALARY LEAVE PLAN**

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Between Concordia University (hereinafter “the University”)

And Mr./Ms. \_\_\_\_\_  
(hereinafter “the Employee”)

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**DURATION OF CONTRACT**

A. This contract comes into force on \_\_\_\_\_ and expires on \_\_\_\_\_.

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

**SALARY**

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

**IN WITNESS WHEREOF**, the parties have signed at Montréal, in the province of Quebec, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
The University

\_\_\_\_\_  
The Employee



## **LETTER OF AGREEMENT #1 – COMMITTEE ON WORK ORGANIZATION**

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**BETWEEN**      **Concordia University** (hereafter « the Employer”)

**AND**            **Le Syndicat des travailleuses et travailleurs des métiers de l’Université Concordia - CSN** (hereafter « the Union »)

**Collectively “The Parties”**

**The parties hereby agree to the following:**

Within thirty (30) days of the signing of the collective agreement, the parties shall form a Committee on work organization.

### **Composition and operation:**

- The committee consists of three (3) representatives from each party;
- At least one (1) representative of the Employer shall be from the Employee and Labour Relations unit;
- The Union representatives shall be liberated without loss of pay for the duration of the meetings;
- During the first meeting, the committee shall establish the calendar of meetings for a twelve (12) month period.
- The parties can require the services of an external resource person, if needed.

### **Purpose and mandate:**

- To study methods of limiting the recourse to subcontracting and consider the allocation of overtime;
- To study methods of developing competencies internally (professional development, apprenticeship program and supervision of apprentices, training needs, task development, etc.);
- To study operational needs in accordance with the appropriate shifts;
- To evaluate the impacts of property expansion on workforce requirements;
- To evaluate the best methods of offering services to the community;
- Any other mandate agreed upon by the parties.

IN WITNESS WHEREOF, the parties have signed in Montreal, on this 23<sup>rd</sup> day of January 2025.

For Concordia University


For the Syndicat des travailleuses et travailleurs des métiers de Concordia – CSN


  
Mr. Geoffroy Allard  
Property Manager, Facilities Management

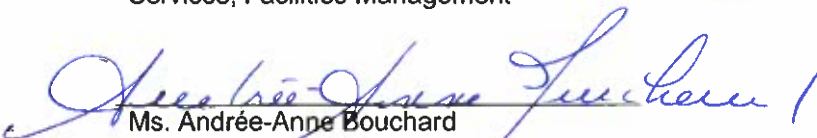
  
Mr. David Gabbay  
Negotiation Committee Member


  
Ms. Marlyne Moreau  
Supervisor, Technical and Mechanical, Facilities Management

  
Mr. Ciprian Iuga  
Negotiation Committee Member

  
Mr. Patrick Sullivan  
Supervisor, Architectural and Custodial Services, Facilities Management

  
Mr. Ryan Ciarna  
Negotiation Committee Member

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

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

## LETTER OF AGREEMENT #2 – PROGRESSIVE RETIREMENT AND MODIFIED WORK SCHEDULES

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### **BETWEEN**

Concordia University  
Hereinafter “The University”

### **AND**

Le Syndicat des travailleuses et travailleurs des métiers de l’Université Concordia – CSN  
Hereinafter “The Union”

Collectively “The Parties”

WHEREAS the parties had discussions regarding the possibility of modified work schedules during the negotiations to renew the 2021-2023 Collective Agreement;

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 a modified work schedule or from gradual retirement;

The Parties agree to the following:

1. The preamble forms an integral part of this Letter of Agreement;

### **Reduced Work Week**

2. An employee may request a modified work schedule to reduce their regular work schedule by one day per week;
3. A request for a reduced work schedule must be submitted in writing to the immediate supervisor for approval, at least three (3) months prior to the start date of the reduced work schedule. The request is assessed by the immediate supervisor based on the operational needs of the unit, the feasibility/viability and the nature of the position.
4. Should there be, within the same department, multiple applications for a reduced work schedule, the schedules shall be distributed, provided that the request has been approved in accordance with paragraph 3 and to the extent that service requirements allow, taking into consideration the seniority of the employee;
5. If the flexible work arrangement is approved by the immediate supervisor, the parties will meet to discuss the modalities applicable to this arrangement which will be subject to a separate letter of agreement;

### **Gradual Retirement**


6. An employee who is at least fifty-five (55) years of age, and with a minimum of ten (10) years of seniority, may ask to take gradual retirement over a maximum of two (2) years;

7. A request for gradual retirement must be submitted in writing to the immediate supervisor at least three (3) months prior to the start date of the gradual retirement. The request is assessed by the immediate supervisor, according to the operational needs of the department. Should there be multiple applications for gradual retirement within the same department, seniority prevails;
8. The request for gradual retirement is accompanied by a written commitment from the employee that they will retire at the end of their gradual retirement;
9. 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;
10. 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;
11. An employee who benefits from gradual retirement cannot, at the expiry of their gradual retirement, benefit from clauses 28.02 (Early retirement) of the collective agreement;
12. 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 23<sup>rd</sup> day of January 2025.

For Concordia University

For the Syndicat des travailleuses et  
travailleurs des métiers de Concordia  
– CSN

  
\_\_\_\_\_  
Mr. Geoffroy Allard  
Property Manager, Facilities Management

  
\_\_\_\_\_  
Mr. David Gabbay  
Negotiation Committee Member

  
\_\_\_\_\_  
Ms. Marilyne Moreau  
Supervisor, Technical and Mechanical,  
Facilities Management

  
\_\_\_\_\_  
Mr. Ciprian Iuga  
Negotiation Committee Member

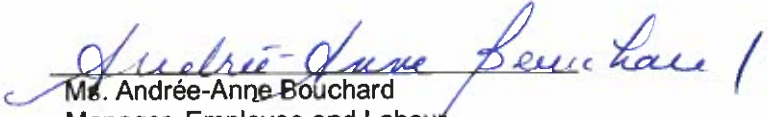
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Mr. Patrick Sullivan  
Supervisor, Architectural and Custodial  
Services, Facilities Management




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Mr. Ryan Ciarma  
Negotiation Committee Member



---

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

## LETTER OF AGREEMENT #3 – ON-CALL HOLIDAY

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**BETWEEN:** Concordia University

**AND:** Le Syndicat des travailleuses et travailleurs des métiers de l'Université  
Concordia – CSN

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**CONSIDERING** the letter of agreement signed by the parties in November 2023, setting out the terms applicable to employees designated to be on-call during the 2023-2024 holiday period;

**CONSIDERING** the discussions held between the Parties regarding the on-call holiday period during the renewal of the 2021- 2023 Collective Agreement;

### The parties agree to the following:

- 1) The parties must meet in October 2024 to discuss the On-Call schedule for the 2024-2025 holiday period, including the amount of the premium;
- 2) The parties must meet in October 2025 to discuss the On-Call schedule for the 2025-2026 holiday period, including the amount of the premium;
- 3) An employee is considered to be on-call when he/she must be available to report to work, in the event of an emergency, when contacted by telephone by his/her immediate supervisor, the shift engineman, or any other employee on-call;
- 4) The employee remains on-call for a period of one (1) full week at a time (7 days);
- 5) The on-call period begins as soon as the employee has left work and there is no other employee from the same classification on duty;
- 6) The employee who is required to remain on-call will be informed by his/her immediate supervisor at least seven (7) days in advance;
- 7) The employee required to remain on-call must be able to report to work within the usual delay. The employee must have a valid driver's licence and have access to a vehicle;
- 8) The employee required to remain on-call must at all times remain apt to perform his/her duties in a safe manner;
- 9) The University will provide a cell phone to the employee for the duration of his/her on- call period;
- 10) The employee remaining on-call after his/her regular work day or regular work week shall receive the premium as agreed upon by the Parties. ;
- 11) The employee remaining on-call must answer within thirty (30) minutes of receiving a call, failing which the premium will be reduced or cut;

- 12) An employee who returns to work while on-call shall be paid in accordance with the provisions of article 13 (Overtime), in addition to his/her on-call premium;
- 13) On-call periods shall be distributed as equitably as possible and on a rotating basis between the employees who normally perform the required duties. All on-call availability is voluntary;
- 14) Employees may agree to exchange on-call periods. However, they must inform their immediate supervisor beforehand;
- 15) The present letter of agreement takes effect on October 1, 2024 and expires on May 31, 2026.

IN WITNESS WHEREOF, the parties have signed in Montreal on this 23<sup>rd</sup> day of January 2025.

For Concordia University

For the Syndicat des travailleuses et  
travailleurs des métiers de Concordia  
– CSN

  
\_\_\_\_\_  
Mr. Geoffroy Allard  
Property Manager, Facilities Management

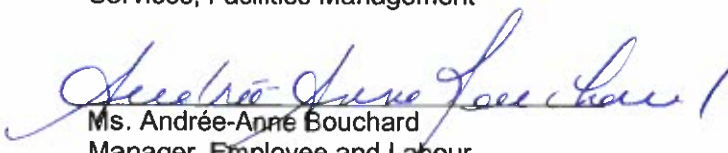
  
\_\_\_\_\_  
Mr. David Gabbay  
Negotiation Committee Member

  
\_\_\_\_\_  
Ms. Marilyne Moreau  
Supervisor, Technical and Mechanical,  
Facilities Management

  
\_\_\_\_\_  
Mr. Ciprian Iuga  
Negotiation Committee Member

\_\_\_\_\_  
Mr. Patrick Sullivan  
Supervisor, Architectural and Custodial  
Services, Facilities Management

  
\_\_\_\_\_  
Mr. Ryan Ciarma  
Negotiation Committee Member

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

*Catherine Bitton*

---

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



## **LETTER OF AGREEMENT #4**

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### **BETWEEN**

Concordia University  
Hereinafter "The University"

### **AND**

Le Syndicat des travailleuses et travailleurs des métiers de l'Université Concordia – CSN  
Hereinafter "The Union"

Collectively "The Parties"

Subject : Workshop(s) offered by the Human Resources Department (Transitional Measures)

**CONSIDERING** the new recruitment platform established by the University in 2022;

**CONSIDERING** the discussions held during the renewal of the Collective Agreement ;


The parties agree as follows:

1. The preamble forms an integral part of this Letter of Agreement;
2. The Human Resources department will offer, during the lifetime of the present collective agreement, one or more workshops on the new recruitment platform (e.g. creating a profile, searching for available positions, submitting an application etc.);
3. The Human Resources Department will inform Property Management of the date(s) chosen to hold the workshop(s);
4. The Employee who wishes to participate in a workshop must inform their immediate supervisor;
5. The Employee who participates in such a workshop does not suffer any loss of pay;
6. The Human Resources Department will also make available to employees the name and contact information of a resource person within the Employment and Organisational Effectiveness Unit;
7. The present Letter of Agreement is in force as of the signature of the present Collective Agreement and expires on May 31, 2026;

IN WITNESS WHEREOF, the parties have signed in Montreal on this 23<sup>rd</sup> day of January 2025.


For Concordia University

For the Syndicat des travailleuses et  
travailleurs des métiers de Concordia  
– CSN

  
Mr. Geoffroy Allard  
Property Manager, Facilities Management

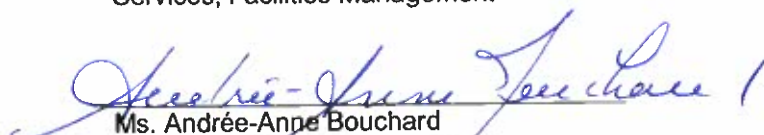
  
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Negotiation Committee Member


  
Ms. Marilyne Moreau  
Supervisor, Technical and Mechanical,  
Facilities Management

  
Mr. Ciprian Iuga  
Negotiation Committee Member

Mr. Patrick Sullivan  
Supervisor, Architectural and Custodial  
Services, Facilities Management

  
Mr. Ryan Ciarma  
Negotiation Committee Member

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

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

## LETTER OF AGREEMENT #5

---

### **BETWEEN**

Concordia University  
Hereinafter "The University"

### **AND**

Le Syndicat des travailleuses et travailleurs des métiers de l'Université Concordia – CSN  
Hereinafter "The Union"

Collectively "The Parties"

**CONSIDERING** the discussions held between the parties during the renewal of the collective agreement;

**CONSIDERING** the agreement between the parties to adjust the hourly rate by one dollar (\$1) for the following job titles, as of May 31, 2024 : carpenter, painter, locksmith, master locksmith, refrigeration mechanic, plumber, controls technician and electrician;

**CONSIDERING** the recruitment difficulties for certain trades and the desire of the parties to remedy quickly to any difficulties that may arise during the term of the present collective agreement;

The parties agree as follows:

1. On a monthly basis, the University provides the Union with a list of vacant positions and the number of postings associated with each position.
2. The University commits to taking reasonable measures to fill the vacant positions;
3. For the duration of the collective agreement, the Parties shall meet at least four (4) times per year to assess current recruitment;
4. Should a position have required multiple postings or should it remain vacant as of the date of the meeting or should it not have attracted qualified candidates, the Parties shall discuss ways in which to alleviate recruitment efforts, notably.
5. These measures can include:
  - i. Diversifying recruitment sites;
  - ii. Hiring a firm specializing in the hiring of trades or maintenance employees;
  - iii. Negotiating a salary adjustment for the position(s) concerned;
6. Should the University resort to measures i. and ii., it must make a brief report to the Union within thirty (30) days of the new posting. If no candidates are selected or if the position remains vacant following these measures, the Parties may negotiate a salary adjustment;
7. It is understood however that recruitment activities and measures ultimately fall under the purview of the Employer.

8. Any salary adjustment, which has been negotiated and agreed upon by the parties, shall be paid to all employees affected within ten (10) days of the agreement;

9. The present Agreement shall be in effect until the expiry of the Collective Agreement;

IN WITNESS WHEREOF, the parties have signed in Montreal on this 23<sup>rd</sup> day of January 2025.

For Concordia University

For the Syndicat des travailleuses et  
travailleurs des métiers de Concordia  
- CSN

  
\_\_\_\_\_  
Mr. Geoffroy Allard  
Property Manager, Facilities Management

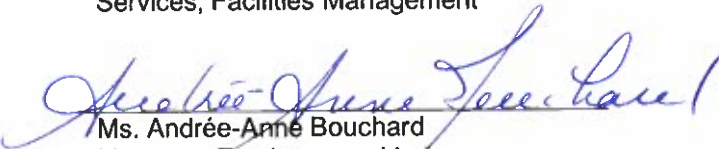
  
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Mr. David Gabbay  
Negotiation Committee Member

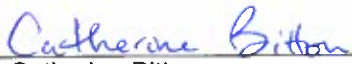
  
\_\_\_\_\_  
Ms. Marilyne Moreau  
Supervisor, Technical and Mechanical,  
Facilities Management

  
\_\_\_\_\_  
Mr. Ciprian Iuga  
Negotiation Committee Member

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Mr. Patrick Sullivan  
Supervisor, Architectural and Custodial  
Services, Facilities Management

  
\_\_\_\_\_  
Mr. Ryan Ciarma  
Negotiation Committee Member

  
\_\_\_\_\_  
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