

**Agreement on Terms and Conditions**

**of Employment for the**

**ACUMAE Constituency**

**(hereinafter “the Agreement”)**

**between**

**THE ASSOCIATION of CONCORDIA UNIVERSITY MANAGEMENT  
and ADMINISTRATIVE EMPLOYEES**

**(hereinafter “the Association”)**

**and**

**CONCORDIA UNIVERSITY**

**(hereinafter “the University”)**

**ACUMAE Constituency**

**(hereinafter “the Agreement”)**

**June 1, 2015 to May 31, 2018**

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**ARTICLE 1**                      **Purpose of the Agreement**

It is the purpose of this agreement:

- a) to promote orderly relations between the University, the Association, and all employees covered by this agreement to ensure equitable and just working conditions;
- b) to promote the security and welfare of the employees;
- c) to favour the appropriate mechanisms for the prompt and fair settlement of problems which may develop between the University and the employees or between the University and ACUMAE covered by the Agreement;
- d) to appropriately take into consideration the diversity of the group and of the positions held by its members;
- e) to provide for terms and conditions of employment that are fully responsive to the needs of the University while being mutually beneficial to both parties;
- f) to provide for the development by no later than twenty-four (24) months following the signing of this agreement of a new compensation model fully adapted to the range of job profiles and the diversity of positions held by members of the group;
- g) to establish a framework and mechanisms to examine on an ongoing basis, through bilateral parity committees, critical issues relating to hiring practices, position classifications, compensation, professional development and other working conditions, in order to ensure fairness and equity, while responding to issues of diversity;
- h) to commit to an ongoing dialogue and mechanisms to examine and implement appropriate modifications to the Agreement or as necessary, to reframing of the Agreement;

**ARTICLE 2**            **Definitions**

**ACUMAE:**

The sole and official representative body, as recognized by the Board of Governors, of the permanent full-time and permanent part-time non-unionized employees of Concordia University;

**Academic Year:**

The period extending from June 1 of any given year, through to May 31st of the following year;

**Association:**

ACUMAE or any other like body or association contemplated or affected by the terms and provisions of this Agreement as well as any officers, directors or representatives thereof;

**Agreement:**

The present Agreement as well as text or any appendices the parties may agree upon from time to time regarding terms or conditions of employment;

**Base salary:**

Regular annual salary of an employee, based on the grade and determined according to the place occupied by the employee on the salary scale;

**Complaint:**

Any disagreement relating to the application or interpretation of the present Agreement or any terms and conditions of employment subject to this Agreement;

**Constituent:**

An employee whose position falls within the scope of ACUMAE representation;

**Continuous Service:**

Period during which an employee has been in the employ of the University on an on-going basis;

**Demotion:**

The movement of an employee from one position to another, which has a lesser grade or salary;

**Employer:**

Concordia University;

**Fiscal year:**

Time period corresponding to the University's fiscal period, which is from June 1 of any given year to May 31 of the following year;

**Immediate Supervisor:**

The person who has direct line responsibility at the next level to that of a given employee;

**Member:**

A constituent who has joined and who pays membership fees to ACUMAE;

**Permanent Full-Time Employee:**

Any employee working a minimum of 35 hours per week, filling an approved established ACUMAE position on a continuing basis, or filling an ACUMAE position which may be vacant on a temporary basis, paid for under the operating budget, and who has successfully completed any required probationary period provided for in Article 12.02;

**Permanent Part-Time Employee:**

Any employee working less than 35 hours per week, filling an approved established ACUMAE part-time position on a continuing basis, or filling an ACUMAE position which may be vacant on a temporary basis, paid for under the operating budget, and who has successfully completed any required probationary period provided for in Article 12.02;

**Position:**

The set of tasks assigned by the employer to an employee, taking into account the description of the function;

**Probation Period/Trial Period:**

Time period during which a new or existing employee is initiated into a new job, as provided for in this Agreement;

**Probationary Employee:**

Any employee who has not yet completed the probationary period provided for in Article 12.02;

**Promotion:**

The movement of an employee from one position to another position in a higher grade;

**Reclassification:**

A change in the designation of grade level of an existing position due to a change in the profile, i.e. the duties and responsibilities of the position;

**Session or Academic Session:**

A four month period corresponding to the three terms occurring during the academic year, namely the summer session (May through August), the fall session (September through December) and the winter session (January through April);

**Spouse:**

1. For the purpose of the *Pension Plan for the Employees of Concordia University*:
  - a) Subject to any change in the definition contained in that plan or any plan replacing same, designates the person, on the date of determination of marital status, who,
    - 1) is legally married to the Member and is not legally separated from bed and board; or
    - 2) has been living in a conjugal relationship with an unmarried Member, whether the person is of the opposite or same sex, for a period of not less than three (3) years, or for a period of not less than one year if;
      - i. at least one child is born, or to be born, of their union; or
      - ii. they have adopted, jointly, at least one child while living together in a conjugal relationship; or

- iii. one of them has adopted at least one child who is the child of the other, while living together in a conjugal relationship
  - b) Marital status shall be determined on the day preceding the date of death of the Member or on the day when the Member commences receiving pension payments, whichever occurs first.
  - c) 'Member' in the context of the definition of Spouse for the purpose of the *Pension Plan for the Employees of Concordia University*, shall be the same as defined in the *Pension Plan for the Employees of Concordia University*.
2. For all other purposes of this Agreement, designates the persons:
- a) Who are united by marriage or civil union; or
  - b) Of the opposite or same sex, who live together in a conjugal relationship and who are parents of the same child; or
  - c) Of the opposite or same sex, who have been living together in a conjugal relationship for at least a year; the foregoing period shall be waived in the event that the individuals are parents of the same child.

**Stipend:**

A sum of money awarded over and above base salary within the meaning of Article 13 of this Agreement, with no associated benefits;

**The Parties:**

The University and the Association;

**University:**

Concordia University;

**Vacant position:**

Any position which has been definitively vacated by its incumbent or a newly created position.

Unless the context specifically requires otherwise, the use in this Agreement of the masculine ("he", "his", "him") shall be deemed to include the feminine ("she", "hers", "her").



**ARTICLE 3**            **Recognition**

**3.01 (a)**

The text of resolution #R-96-46, Appendix A to this Agreement, shall form an integral part hereof.

The terms and conditions of the present Agreement are binding upon the parties and, as such, the University shall not derogate from the Agreement without the consent of the Association. The University shall inform and consult with the Association on all matters or issues, which would result in a material change in the working conditions of the constituents of the Association set out in the present Agreement.

**3.01 (b)**

**ACUMAE Fees and Dues**

ACUMAE shall advise the University in writing, of the amount of its membership dues or fees as may be fixed from time to time by ACUMAE in accordance with its internal rules and regulations.

The University shall withhold the amount of ACUMAE fees or dues from the pay of all employees governed by this Agreement and remit same to ACUMAE, together with a list indicating the names of the employees and the amounts withheld. The University shall inform the employee of the option set-out in paragraph 3 of Article 3.01 (b).

An employee may at any time, in his sole discretion and for any reason, revoke the foregoing and direct that no further withholding or remittance be made. The revocation shall be in writing and may be in the form contained herein in Appendix B. The revocation shall be effective as of the next pay date following the receipt by the University of the written revocation. The University shall advise ACUMAE of any revocation and provide ACUMAE with a copy thereof.

In the letter of hire or letter confirming the transfer of an employee into a position under the ACUMAE constituency, the University shall advise the employee that ACUMAE fees and dues will be automatically withheld and deducted from his paycheque. At the same time the University shall advise the employee of his right to revoke the University's authorization to withhold and remit ACUMAE fees and dues from his paycheque.

**3.02**

- a) The University will make available to the Association on an on-going basis, through the Human Resources Information System, a list of its constituents including name,

date of birth, gender, office address and telephone number, home address, home telephone number if the employee agrees, date of hire, grade, position and job profile (as per Appendix F), salary, stipend, premiums or other special remuneration status and date of appointment into the ACUMAE constituency.

Upon request, the University shall provide the Association with a hard copy of said list.

The University will provide the Association with new and updated job profiles.

The Association agrees to keep all information confidential.

- b) On request, and upon receiving the written authorization from a constituent, the University shall also provide the Association with available information relating to the employee's University employment and compensation history.

The University shall advise ACUMAE of any new hires or transfers of personnel within the University where the position for which the person is hired or into which the employee is transferred is one subject to the jurisdiction of ACUMAE. The information to be transmitted regarding said employees shall be the information set out in Article 3.02(a) hereof. This information shall be supplied to ACUMAE at the same time as the hiring letter or letter advising the employee of the transfer is sent out, or alternatively, such information may be made accessible to the Association on an on-going basis through the Human Resources Information System.

- c) The University shall provide to the Association a list of the members of the Board of Governors and the Electoral College.
- d) The University shall provide to the Association copies of the following documents:
- i. all updated University policy documents;
  - ii. the agenda, minutes and attached documents of any open meeting of the Board of Governors and Senate at the same time as such documents are sent to their respective members or immediately thereafter in the case of documents distributed at meetings;
  - iii. information concerning the operating budget of the University approved by the Board of Governors, and the *Règles budgétaires et calculs des subventions de fonctionnement aux universités du Québec*;
  - iv. the annual audited statements of the University within ten (10) days of approval by the Board of Governors;

- v. the annual audited statements of the pension plan and the annual actuarial valuation of the pension plan approved by the Benefits Committee and the Board of Governors within ten (10) days of their approval;
  - vi. a copy of all insurance contracts and all modifications thereto, which relate to ACUMAE employees.
- e) The University shall send to the Association a copy of the following documents:
- i. All decisions sent by the University to supervisors and other administrative personnel concerning the interpretation of this Agreement, at the same time as it is sent;
  - ii. All communication sent by the University to a group of employees or the entire body of employees concerning the application of this Agreement, at the same time as it is sent;
  - iii. All statutes and regulations applicable to the employees;
  - iv. Any other communications sent to more than one employee concerning working conditions;
  - v. In this section communication shall mean any memo or letter sent in written or electronic format.

### **3.03**

The University retains its full rights to manage and direct its operations without limitation, subject to the terms of this Agreement.

### **3.04**

- a) The University recognizes and agrees to facilitate ACUMAE's participation in the life of the University.
- b) The University recognizes that no officer or representative of ACUMAE shall be penalized for time spent in the exercise of his mandate:
  - i. in attending to the duties and functions of their office or resulting from the present Agreement, including, without restricting the generality of the foregoing, attending to the investigation of disciplinary or administrative matters, attending to other phases of the resolutions of complaints process, and otherwise engaging in functions necessary to the fulfillment of their

mandate as defined in the resolution of the Board of Governors R96-46, Appendix A of the present Agreement;

ii. as members of the following bodies:

- Executive Committee;
- Electoral College;
- Negotiation Team;
- The ACUMAE Compensation Committee (ACC);
- The Liaison Committee;
- ACUMAE-University Human Relations Committee (AU-HRC)
- The ACUMAE Professional Development Committee (APDA Committee);
- Other university activities which require participation by ACUMAE.

c) If an ACUMAE member needs to attend to the matters indicated above during regular working hours, he shall advise his immediate supervisor as far as possible in advance, and take such measures as are necessary to ensure departmental operations are maintained in an efficient and effective manner in supporting service needs.

The Association shall provide the University with a list of its officers and representatives and inform the University of any change within thirty (30) days of such change.

d) The University shall continue to supply ACUMAE with office space adequate to its needs as determined by the Association and agreed upon by the University. Agreement shall not be unreasonably withheld. The University shall allow the Association use of meeting rooms free of charge, sufficiently large to hold meetings. The rooms shall be reserved according to normal university procedures.

e) For matters relating to their mandate and ACUMAE activities subject to the Letter of Intent Appendix C, ACUMAE and its officers and representatives shall have the right to use, at no cost, the University's e-mail with networking access provided by the University. A reasonable number of telephones and/or fax machines for use by

the Association shall be connected to the University's telephone system and listed in the Internal Telephone Directory. The University shall provide free of charge to the Association the usual departmental services of internal mail, payroll, cleaning and security. Any costs associated with telephone service or faxes or the costs of external mail shall be borne by ACUMAE, in accordance with prevailing University policy.

- f) The University agrees to provide to ACUMAE \$5000 per annum on June 1<sup>st</sup> of each year for the duration of this Agreement. These funds are for the exclusive use of ACUMAE's Executive Committee for members fulfilling ACUMAE's mandate as per Article 3.04 b. These funds are to be used for professional development and expenditures, including but not limited to software, publications, equipment rentals or other materials. It is understood that all purchases and expenditures must adhere to University guidelines and policies.

**ARTICLE 4                    Harassment, Sexual Harassment and Non-Discrimination**

**4.01**

ACUMAE and the University recognize that every employee is entitled to work in a climate that is free from any form of harassment.

The parties will collaborate to prevent situations of harassment, psychological harassment and/or sexual harassment by implementing measures to inform and raise awareness on these issues.

**4.02**

Harassment includes any improper conduct, comment or display directed at an employee that is unwarranted, unsolicited and unwelcome and that might reasonably be expected to cause offense, ridicule, humiliation or that might reasonably be perceived as compromising an employee's right to fair and reasonable work conditions or right to dignity.

**4.03**

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

**4.04**

Sexual harassment is any conduct, comment, gesture or physical contact of a sexual nature or implied sexual nature directed at an employee that is unwarranted, unsolicited, and unwelcome and that might reasonably be expected to cause offense, ridicule, humiliation or that might reasonably be perceived as compromising an employee's right to fair and reasonable work conditions, or right to dignity.

**4.05**

The University has the responsibility to investigate and where appropriate, to intervene to ensure steps are taken to end any form of harassment that they are aware of, whether there is a complaint or not.

#### **4.05.1**

This article does not restrict the authority of those charged with supervisory responsibilities in such areas as performance evaluation, staff relations and the implementation of disciplinary actions.

#### **4.06 Procedure to receive and handle complaints:**

The procedure set out below is optional; the employee may opt for an alternate process in seeking a resolution.

Nothing shall prevent an employee from discussing a complaint with the immediate supervisor or the supervisor to whom the immediate supervisor reports. Nothing however obligates an employee to have such a meeting.

This procedure shall not prevent the employee to temporarily leave his place of employment in order to immediately seek counsel and assistance from an ACUMAE representative.

- a) ACUMAE will appoint a member and the University will appoint an individual trained and/or knowledgeable in the field to receive and address complaints of harassment or sexual harassment.
- b) An employee may lodge a complaint through the ACUMAE appointee or the University appointee who shall immediately inform the other party.
- c) Complaints must be lodged as soon as possible, but no later than within six (6) months of the alleged incident or its discovery.
- d) In cases where there is a member versus member conflict, ACUMAE will appoint an additional member to support and act on behalf of the employee against whom the complaint is made.
- e) Promptly upon receipt of the complaint the appointees will decide how to handle the complaint. In urgent or exceptional situations, this may include a recommendation to remove the employee from his position, for an indeterminate or predetermined period of time without loss of salary or privileges.
- f) In the event that no satisfactory solution is found the employee may have recourse to the Resolution of Complaints procedure in accordance with Article 24. The time delays under the Resolution of Complaints procedure will date from the point the employee is informed, in writing by either of the appointees, that no solution has been found.

#### **4.07**

Both parties agree that confidentiality must be maintained regarding all information concerning a complaint. The University shall put measures into place to ensure that all documents relating to a complaint are segregated and kept secure, accessible only on a “need to know” basis to University representatives who have a role in the administration, oversight or resolution of the complaint. All documents and information related to a complaint shall be accessible to the University and the ACUMAE appointees, subject to the University’s responsibility to protect personal and confidential information.

All appointees accordingly, shall be responsible for protecting personal and confidential information and will be required to sign a confidentiality undertaking.

#### **4.08**

An employee who files a complaint of harassment or sexual harassment shall not be penalized or suffer any reprisals.

If a harassment complaint is found to have no foundation, the University shall, within thirty (30) days of said determination, withdraw any document relative to the complaint from the employment file of an employee who is the object of such complaint.

#### **4.09**

The foregoing shall not be deemed to detract from the rights and recourses of employees in respect of harassment provided for in the Code of Rights and Responsibilities, the Quebec Charter of Human Rights and Freedoms, or in the Quebec Labour Standards Act or any other provision of law. Employees shall have the right to have access to the internal resolution process referred to herein, or to other recourses, or to both, as they deem appropriate providing that no two internal recourses may proceed simultaneously.

#### **4.10 Non Discrimination**

- a) ACUMAE and the University agree that there will be no discrimination against any employee on the basis of any of the following reasons: age, health, background (psychological and physical), social condition, marital status, kinship and partner, mother tongue, nationality, marital status of parents, physical appearance, handicap, political beliefs, race, religion or absence of religion, sex, sexual preference, or the exercise of any right conferred by this Agreement or by the law, or any other ground of discrimination prohibited by law.
- b) Hiring practices, job postings, and employment files used by the University will reflect this position.



#### **4.11 Discrimination**

A preference or an unjust distinction based on one or more of the reasons mentioned in Article 4.10 a) above, constitute discrimination in the sense of the present article.

**ARTICLE 5**            **Acquired Rights**

**5.01**

The University agrees to maintain the rights and privileges which are above and beyond those provided for in the present Agreement and which employees enjoyed before the signing of this Agreement, except if there has been a change in the circumstances which permitted the establishment of these rights or privileges.

**5.02**

Employees having claims to any acquired rights or privileges must furnish their immediate supervisor with a list of said rights or privileges within thirty (30) days following the signature of the Agreement. If there is a disagreement between the employee and his supervisor, the existence of these rights or privileges will be settled by a committee composed of a representative from the department of Human Resources and the President of ACUMAE (or designate). A list of all rights or privileges is sent to the department of Human Resources and the Association.

## **ARTICLE 6- Leaves**

### **6.01**

All employees are entitled to the following leaves without loss of pay provided the leaves coincide with a day the employee would normally be working. When an employee has to be absent for one of the reasons specified in this Article, he must inform his immediate supervisor of this as soon as possible.

### **6.02 Bereavement Leave**

In the event of the death of a relative or family member, the employee may require absence from the University for a limited period of time. Reasons for and notification of such absence shall be made before departure, whenever possible, to the immediate supervisor. Such leave shall not exceed five (5) working days. Such authorization shall not be withheld without a valid reason. The employee may add, to the bereavement leave, his accumulated vacation entitlements, personal leave or a leave without pay.

In the event that an employee can prove that he has been named as the liquidator or executor of an estate, or otherwise has responsibilities to a succession, he may request an additional leave without pay.

### **6.03 Marriage Leave**

In the event of the marriage of:

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

The employee may add to the periods described in paragraphs (a) and (b), his accumulated vacation entitlements or an additional leave without pay.

With the exception of the wedding day, marriage leave may be deferred and taken at a period other than immediately before or after the marriage and subject to the agreement of the employee's supervisor. This leave must be taken within three (3) months of the wedding.

With the agreement of the employee's supervisor, the leave may be further deferred, for up to a period of an additional three (3) months.

#### **6.04 Leave for Moving**

When an employee changes the location of his residence, he is entitled to one (1) working day of leave for moving. However, he is not entitled to more than one (1) working day per fiscal year. This restriction does not apply when an employee must move for reasons beyond his control providing proof is submitted.

#### **6.05 Leave for Jury/Witness Duty**

- a) In the event that an employee is required for jury duty or to act as a witness in proceedings to which he is not a party, he will not as a consequence suffer any loss of his regular pay during the time that he is required to act in such a capacity. However, the employee must turn over to the University the equivalent of the amount received for the performance of these duties other than amounts received for travelling or living expenses. If this amount is greater than his salary the difference will be returned to him by the University.
- b) The employee called to act as witness by the University continues to receive his regular pay.
- c) In the event an employee must appear before a civil, administrative or penal tribunal in a case in which he is party, he is entitled to a leave without pay, or accumulated vacation.

#### **6.06 Public Service Leaves**

##### **6.06.01**

Any permanent employee standing for election to a municipal council, a school board, a hospital board, or a local centre for community services (CLSC) is entitled to a leave without pay not exceeding thirty-five (35) working days. The employee may take his vacation entitlement within these thirty-five (35) days.

##### **6.06.02**

Any permanent employee elected in a municipal election (full-time mandate), provincial or federal election is granted a leave without pay for the duration of his term of office. The University agrees to reintegrate the employee upon his return to work into a position equivalent to the one he held before his leave.

### **6.06.03**

An employee who wishes to participate in the organization of an electoral campaign may use his vacation entitlement or a leave without pay.

### **6.06.04**

An employee elected to a school board, a municipal council, a hospital board, or a local centre for community services (CLSC) is entitled to a leave without pay for meetings or official activities of his function.

#### **6.06.04.1 Reservist employees**

An employee who is also a reservist in the Canadian Forces may be absent from work without pay as provided in the *Act respecting Labour Standards of Quebec*.

### **6.06.05**

Upon his return, the University shall reinstate the employee into the position he held at the time of his departure, or into an equivalent position.

## **6.07 Personal Leave**

Permanent full-time employees are entitled to the equivalent of a maximum of four (4) working days of leave per year, without loss of pay, for personal reasons. For greater certainty, these days may be taken in hourly blocks.

Permanent part-time employees are entitled to personal leave prorated to hours worked.

Such leaves are not to be used to prolong vacations or any other leave with the exception of bereavement leave.

Normally, the employee will advise the immediate supervisor of the need for such a leave two (2) days in advance.

Personal leave does not accumulate from year to year (the year being calculated from June 1<sup>st</sup>).

## **6.08 Family Leave and Emergency Absences**

- a) An employee may be absent from work, for ten (10) days per year to fulfil obligations relating to the care, health or education of the employee's child or the child of the employee's spouse, or because of the state of health of the employee's spouse, father, mother, brother, sister or one of the employee's grandparents.

The leave may be divided into days. A day may also be divided if the employer consents thereto.

The employee must advise the employer of his absence as soon as possible and take the reasonable steps within his power to limit the leave and the duration of the leave.

- b) An employee who is credited with three (3) months of uninterrupted service may be absent from work, without pay, for a period of not more than twelve (12) weeks over a period of twelve (12) months where he must stay with his child, spouse, the child of his spouse, his father, mother, spouse of his father or mother, brother, sister or one of his grandparents because of a serious illness or a serious accident.

However, if a minor child of the employee has a serious and potentially mortal illness, attested by a medical certificate, or when the employee must stay with his minor child who suffered serious bodily injury resulting directly from a criminal offence that renders the child unable to carry on regular activities, the employee is entitled to an extension of the absence, which shall end at the latest one hundred and four (104) weeks after the beginning of the absence.

Moreover, an employee may not take advantage of this provision if it may be inferred from the circumstances that the employee was probably a party to the criminal offence or probably contributed to the injury by a gross fault.

- b.1) An employee may be entitled to benefit from additional special leaves as provided in the *Quebec Labour Standards Act*, for family illness in the event of a family member being the victim of a criminal offence, the disappearance of a child, the suicide of a child or spouse and other special circumstances set out in the law.
- c) In addition to the right to take leave for the reasons set out above, an employee shall be entitled to take personal emergency leave. The employee must notify his immediate supervisor as soon as possible, stating the duration and reason for the absence, inasmuch as possible within thirty (30) minutes following the start of the employee's regular work day.
- d) Full time employees requiring leave for the reasons set out in (a) or (b) hereof may request a change to part-time status for a defined period upon such terms and conditions as will be mutually agreed to with the immediate supervisor.
- e) Leave taken under paragraph (a), (b), (b.1) or (c) of this Article shall be without loss of pay, providing it does not exceed, in total, thirty-five (35) hours in one year. Leave exceeding thirty-five (35) hours shall be unpaid except that employees may opt to use for this purpose any unused personal days, accrued vacation days or time

owed, or unless the employee makes up the time taken at a later time as agreed upon with the immediate supervisor.

- f) A leave or a partial leave without pay of a maximum duration of one (1) year is granted to the employee whose child has social or emotional developmental problems or a long term illness or disease and whose condition requires the presence of the employee. The terms of such a leave will be established by an agreement between the employee and the University. The University sends a copy of such an agreement to ACUMAE.

## **6.09 Parental Leaves**

Unless mentioned specifically, all leaves provided for in Article 6.09 are without pay.

This article does not grant an employee a benefit, monetary or non-monetary which he would not have had if he had remained at work.

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

#### **6.09.01**

- a) A pregnant employee is entitled to a maternity leave of eighteen (18) weeks which, subject to Article 6.09.03, must be consecutive.
- b) An employee who becomes pregnant while benefiting from a leave of absence or a part time leave of absence provided for in this Article is also entitled to a maternity leave and the indemnities provided for in Section VI.
- c) An employee is also entitled to a maternity leave of eighteen (18) weeks, where there is a termination of pregnancy in or after the beginning of the twentieth (20<sup>th</sup>) week preceding the due date. Where there is a termination of pregnancy before the beginning of the twentieth (20<sup>th</sup>) week preceding the expected date of delivery, the employee is entitled to a special maternity leave without pay for a period of no longer than three (3) weeks, unless a medical certificate attests that the employee needs an extended leave.

#### **6.09.02**

The distribution of the maternity leave, before and after the birth, is at the employee's discretion and includes the date of delivery. However, this leave cannot begin before the sixteenth (16<sup>th</sup>) week preceding the delivery date and, at the latest, the week in which the birth occurs. Maternity leave ends at the latest eighteen (18) weeks after the week it started.

### **6.09.03**

A maternity leave may be divided, suspended or extended as set out in Section V of this Article.

### **6.09.04**

If the birth occurs after the due date, the employee is entitled to extend 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.

### **6.09.05**

During the maternity leave and the extensions provided for in Section V of this Article, the employee may defer a maximum of four (4) weeks of annual vacation if these vacation weeks would otherwise have been taken during the maternity leave if she notifies the University in writing of the date of the deferral at least two (2) weeks before the expiry of the leave. If the annual vacation is not deferred, the employer must pay the vacation indemnity for the annual vacation to which the employee is entitled at the end of the fiscal year in which the vacation is due.

### **6.09.06**

The maternity leave may last for less than eighteen (18) weeks. If the employee returns to work within two (2) weeks following the birth, she must produce, at the University's request, a medical certificate confirming that she has recovered sufficiently to resume work.

## **Section II: Special Leaves**

### **6.09.07**

#### **Protective Reassignment and Special Leave**

##### **a) Protective Reassignment**

A pregnant employee or a woman who is breast-feeding a child may request a protective reassignment to another position with the same or a different job grade if her working conditions expose her, her unborn child or the child whom she is breast feeding to physical danger.

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



The employee so reassigned retains the rights and privileges of her regular position, without loss of compensation.

If the protective reassignment cannot be not carried out immediately, the employee is entitled to a special leave, to begin immediately. Unless a protective 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 her child, at the end of the period during which the child is breast-fed.

During the special leave provided for in the preceding paragraph, the employee is governed, in regard to her indemnity, by the provisions of the Act respecting Occupational Health and Safety on protective reassignment of the pregnant or breast-feeding employee.

Following a written request to this effect, the University shall give the employee an advance on the indemnity to be received, such advance being based on the anticipated payments. If the CNESST pays the anticipated indemnity, the advance shall be repaid from such indemnity. However, in the event that the employee avails herself of her right to appeal against the decision of the CNESST, the repayment shall not be required before the decision of the board of review of the CNESST is rendered.

As soon as the University receives a request for protective reassignment, it will immediately inform ACUMAE and cite the name of the employee and the reasons for the request.

Should an employee, other than the employee requesting the protective reassignment agree, that employee's position may be exchanged for that of the pregnant employee for the duration of the reassignment, subject to the University's approval. This provision applies only if both employees meet the normal requirements of the position.

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

b) Other Special Leaves

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

- 1) When there is a complication in the pregnancy or a risk of miscarriage or a risk to the health of the mother or child, the employee is entitled to a

special maternity leave for the duration specified in the medical certificate that attests to the existence of a risk and to the expected delivery date. The leave is deemed to be the maternity leave provided for in Article 6.09.01 from the beginning of the fourth week preceding the expected date of delivery;

- 2) Where there is termination of pregnancy before the beginning of the twentieth week preceding the expected date of delivery, the employee is entitled to a special maternity leave for a period of three (3) weeks, unless a medical certificate attests that the employee needs an extended leave;
- 3) for all visits with a health care professional related to the pregnancy, or for visits related to the adoption of a child, up to a maximum of four (4) working days without loss of pay which may be taken in half-days;
- 4) During the special leaves granted under this section, the employee receives the benefits provided for in Section VI, insofar as she is normally entitled to them. The employee covered by 6.09.07 b) may also avail herself of the benefits from the sick leave plan or the salary insurance plan whichever the case may be. In the case of a leave covered by Article 6.09.07 b) (3), the employee benefits from a leave during her working hours, without any loss of pay.

### **Section III: Birth, Adoption or Paternity Leave**

#### **6.09.08**

##### **Leave for Birth and Adoption**

- a) An employee whose spouse gives birth or who adopts a child is entitled to a leave of five (5) paid working days. This leave may, at the employee's request, be divided into days and must be taken between the beginning of labour and fifteen (15) days after the child arrives at the residence of the father or mother. One of the above five (5) days, may be deferred for religious ceremonies related to the birth or for Civil Registration.

When an employee's spouse's pregnancy is terminated in or after the twentieth week of pregnancy, the employee is also entitled to leave of up to five (5) working days, two (2) of which are paid. This leave may, at the employee's request, be divided into days and must be taken within fifteen (15) days of the termination of pregnancy.

- b) An employee whose spouse gives birth or whose spouse's pregnancy is terminated may defer one (1) week of vacation if the birth of the child or the termination of pregnancy occurs during his annual vacation. He must inform the University in writing.
- c) The employee who travels outside of Quebec to adopt a child is entitled, upon written request to the University, to a leave with pay for the time required for travel. The employee shall give, if possible, two (2) weeks notice advance notice to the University.

#### **6.09.09**

##### **Paternity Leave**

An employee whose spouse gives birth is entitled to a paternity leave of a maximum duration of five (5) continuous weeks. The paternity leave begins at the earliest the week of the child's birth and ends at the latest fifty-two (52) weeks after the child's birth.

The employee whose spouse dies receives the balance of her twenty (20) weeks of maternity leave, and benefits from any related rights and benefits pertaining to such leave.

#### **Section IV: Parental Leave**

##### **6.09.10**

- a) A parental leave of a maximum duration of two (2) years is granted to an employee to extend the maternity or paternity leave, or when a child is adopted.
- b) An employee whose parental leave is of a duration of less than two (2) years may, only once, request that the University extend his parental leave to the maximum duration provided for in paragraph a), by submitting a written request to this effect at least thirty (30) days prior to the expected date of his return to work.
- c) During the parental leave, and once the period for which the complementary compensation is payable is over the employee may, upon written request to the University at least thirty (30) days in advance, change his full-time parental leave to a part-time leave, or vice-versa, as the case may be. The employee may take advantage of this provision only once.
- d) The employee who wishes to end his parental leave before the expected date must give a written notice of his intentions at least twenty-one (21) days prior to his return to work.

- e) The employee who does not avail himself of a leave provided for in the preceding paragraphs may benefit, after the birth or adoption of his child, from a leave of at most seventy (70) continuous weeks, which begins when the employee decides, but ends no later than seventy (70) weeks after the birth or, in the case of an adoption, seventy (70) weeks after the child is placed in the employee's care.
- f) In the case of a part-time parental leave, the request must specify the schedule desired by the employee. In the event of a disagreement with the University over the schedule, the employee is entitled to a maximum of two and a half (2 1/2) days per week or the equivalent. Failing agreement on the distribution of these days, the University determines the schedule. The employee and the University may agree at all times on a rearrangement of the partial extended leave schedule.

**Section V: Division, Suspension and Extension of Maternity, Paternity or Parental Leaves**

**6.09.11**

At the request of the employee, maternity, paternity or parental leave may be divided into weeks, under the following circumstances:

- (a) the child is hospitalized;
- (b) for a period of up to twenty-six (26) weeks, where the employee is ill, has suffered an accident, or is absent due to an organ or tissue donation;
- (c) for a period of up to twelve (12) weeks over a period of twelve (12) months where the employee must stay with a child, spouse, child of a spouse, father, mother, spouse of his father or mother, brother, sister or one of her grandparents because of a serious illness or a serious accident.

The foregoing period may be extended up to one hundred and four (104) weeks in the following situations:

1. when the presence of the employee is required with his child who suffers from a life threatening illness;
  2. when the presence of the employee is required with his child who has suffered a severe physical injury resulting from a crime and making him unfit to pursue regular activities.
- (d) For a period of fifty-two (52) weeks if a minor child of the employee has disappeared. If the child is found within twelve (12) months of the disappearance, this period ends on the eleventh (11<sup>th</sup>) day that follows.

- (e) For a period of up to one hundred and four (104) weeks if the death of the spouse or the child of the employee results directly or indirectly from a crime;
- (f) For a period of up to fifty-two (52) weeks if the spouse or the child of the employee commits suicide;

The employee resumes the maternity, paternity or parental leave when the event that has caused the division or the interruption of the leave ends. When the leave resumes, the University shall resume the payment to the employee of the supplementary allowance to which the employee would have been entitled had the employee not availed himself of the interruption or division.

#### **6.09.12**

If a child is hospitalized during the maternity, paternity or parental leave, the leave may be suspended, following an agreement with the University to allow the employee to return to work during the hospitalization.

#### **6.09.13**

An employee, who, before the expiry date of the maternity, paternity or parental leave, sends the employer a notice accompanied by a medical certificate attesting that the state of health of the employee or the child requires it, is entitled to an extension of the leave for the duration indicated in the medical certificate.

### **Section VI: Supplementary Allowance to the QPIP**

#### **6.09.14**

The benefits provided for in the present section are only paid as supplements to the Quebec Parental Insurance Plan, or for the cases provided for hereinafter, as payments during the maternity or supplementary maternity leave for which this plan provides no benefit.

#### **6.09.15**

Amounts payable in respect of guaranteed annual compensation, deferred compensation or severance pay benefits will not be reduced or increased by payments received under the plan.

**6.09.16 Employees eligible for benefits under QPIP**

**a) An employee receiving QPIP benefits also receives:**

**i) During Maternity Leave:**

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

**ii) During the Paternity Leave:**

A supplementary indemnity equal to the difference between ninety-three percent (93%) of his regular, weekly salary and the benefit received, and this, for a maximum duration of five (5) weeks;

**iii) During the Parental Leave:**

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

The total amount received by the employee during the employee's maternity, paternity and parental leave in QPIP benefits and supplementary indemnity may not exceed ninety-three percent (93%) of the employee's regular weekly salary paid by the University.

**b) Interruption of benefits**

When the payment of QPIP is interrupted for any reason indicated in Section V, the payment of supplementary allowances ceases and is resumed when QPIP benefits are resumed.

**c) Supplementary maternity leave and benefits**

Employees who are entitled to maternity leave shall be entitled to a further two (2) weeks additional maternity leave which shall be taken at the conclusion of the period covered by QPIP. During these two weeks, the employee shall receive an indemnity equal to ninety-three percent (93%) of her regular weekly salary and benefits.

Employees benefiting from supplementary maternity leave shall be entitled to the said two (2) weeks leave in addition to the periods stipulated in Section IV, and the said two (2) weeks shall not be deemed included in the two (2) year period of parental leave.

**6.09.17 Maternity and Parental Leave - Employees not eligible for benefits under the QPIP**

The employee who gives birth to a child or who adopts a child and is not eligible for benefits under the QPIP or who is an out-of-province resident and is ineligible to receive maternity or parental benefits pursuant to the Canada Employment Insurance Act and Regulations is excluded from any other compensation. Nevertheless:

- a) The full-time employee who has accumulated twenty (20) weeks' of service is entitled, for ten (10) weeks, to an indemnity equal to ninety-three percent (93%) of his or her regular, weekly salary;
- b) The part-time employee who has accumulated twenty (20) weeks' of service is entitled, for ten (10) weeks, to an indemnity equal to ninety-five percent (95%) of his or her regular, weekly salary.

**6.09.18 Employees ineligible for QPIP but eligible for Employment Insurance**

Employees who reside outside Quebec and are for that reason not entitled to benefit from the Quebec Parental Insurance plan but are entitled to receive Employment Insurance maternity, paternity or parental benefits shall receive a supplementary allowance for the leaves discussed in this Article of an amount required to achieve benefits equivalent with other employees covered by this section, such that the employee receives, from all sources combined, an amount equivalent to ninety-three (93%) of his regular weekly salary. In such cases the Parental Leave Agreement reached between ACUMAE and the University dated March 30, 2004 shall continue to apply with appropriate modifications.

**6.09.19 Indemnity pursuant to Articles 6.09.16, 6.09.17 and 6.09.18 - Miscellaneous**

- a) No indemnity may be paid during the vacation period for which an employee is paid.
- b) The first payment of the indemnity is made, to the extent possible, as of the first pay period following the receipt by the University of the notice and calculations issued by *Emploi et Solidarité sociale Québec*. Subsequent payments will be paid each pay period.

- c) If the maternity or parental leave includes the date at which the salary scales are adjusted, the regular weekly salary of the employee is calculated as of this date, according to the salary scale adjustment which applies.
- d) Any period during which an employee on special leave as provided for in Article 6.09.07 b) does not receive any compensation from the CNESST is exempt for the purposes of calculating the employee's weekly salary.

## **Section VII: Notice**

### **6.09.20**

The employee who requests a maternity, paternity or parental leave must give written notice to the University at least two (2) weeks before the date of departure. The notice should state the date on which leave will begin and the date on which the employee will return to work.

For the maternity leave, this notice must be accompanied by a medical certificate attesting to the pregnancy and the expected date of delivery. The medical certificate may be replaced by a written report signed by a midwife. The delay to provide notice may be shorter if a medical certificate attests that the employee must leave her position sooner than expected. In the case of an unforeseen event, the employee is exempt from the formality of the notice provided that she gives the University a medical certificate attesting to the fact that she had to leave her position without delay.

The delay to provide notice of paternity or parental leave may also be shorter where the employee must stay with the newborn child or newly adopted child, or with the mother, because of the state of health of the child or the mother.

For the paternity or parental leave, the notice must be accompanied by a supporting document attesting to the birth or the adoption, as the case may be.

### **6.09.21**

At least four (4) weeks prior to the termination of the maternity or parental leave, the University must send the employee a notice indicating the expected date of the expiry of said leave.

The employee to whom the University has sent such a notice must report to work upon the termination of the leave, unless the leave is extended pursuant to Article 6.09.10. If the leave is extended, the notice mentioned in the first paragraph shall again be sent four (4) weeks prior to the date of expiry of the extended leave.



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

## **Section VIII: Benefits**

### **6.09.22.1**

During the maternity, paternity and parental leave, the employee is entitled, insofar as he would normally be entitled to them and providing he assumes his part of the premiums and/or cost, to the following benefits:

- salary insurance;
- life insurance;
- supplementary life insurance;
- dental and vision care;
- health insurance;
- pension plan and retirement benefits;
- accumulation of vacation as set out below;
- accumulation of sick leave;
- accumulation of service;
- accumulation of experience;
- the right to apply for a posted position and to obtain it in accordance with the provisions of the agreement as if the employee were at work.

### **6.09.22.2**

The University will assume its part of the premiums and/or cost for the pension and group insurance plans for up to seventy (70) weeks of the leave. An employee may subsequently continue to benefit from the pension and insurance plans should these plans so permit, on condition that he pays the entire premium and/or cost.

### **6.09.22.3**

An employee accumulates vacation entitlements during the maternity leave and extensions as per Article 6.09.04, the supplementary maternity leave as per Article 6.09.16 c) and paternity leave as per Article 6.09.09; and in the case of an adoption, for the first twenty (20) weeks of his parental leave.

### **6.09.23**

Upon his return to work, the employee returns to his position or to a position that was successfully obtained through a posting during his leave. In the event that his position has been abolished or he has been displaced following the application of Article 15, the employee may avail himself, upon to his return to work, of all rights and privileges provided for in the agreement at the moment of his return.

Likewise, upon his return to work, the employee who does not hold a position returns to the assignment he performed at the time of his departure if the intended duration of such assignment extends beyond the expiry of the maternity, paternity or parental leave. If the assignment is completed, the employee is entitled to any other assignment as provided for in this agreement.

### **6.09.24**

All salary increases (including annual, progression increases and all increases that may be developed pursuant to the new Compensation Model) will apply for the duration of the leaves provide for in this article.

### **6.09.25**

- a) During a full-time or partial extended leave of more than twelve (12) weeks, an employee will be entitled to sick leave benefits provided for in Article 16.06 and Group Insurance and Pension Plan benefits, as applicable and in accordance with the conditions stipulated therein, when the employee becomes incapable of performing his duties due to an accident or an illness, other than an occupational injury, after having made a written request as per Article 6.09.10 d) to end his full-time or partial extended leave.
- b) In cases provided for in paragraph a), the employee must submit a medical certificate to the University attesting to the date that the illness or accident began, the employee's inability to return to work at the expected date, as well as the expected date of the employee's return to work. The University reserves the right to have an employee examined by another physician.

- c) The employee affected by Article 6.09.07 b) may also benefit from short-term sick leave or the long-term disability plan, as the case may be.

#### **6.09.26**

The employee may defer his annual vacation and take same immediately prior to his parental leave provided there is no interruption with the employee's maternity or paternity leave, as the case may be. The employee may also opt to take accumulated deferred vacation at the conclusion of the parental leave.

For the purposes of the current clause, all holidays accumulated in accordance with Article 7 before the beginning of a maternity or paternity leave are added to the deferred annual vacation.

#### **Miscellaneous**

#### **6.09.27**

Same sex spouses are entitled to benefit from the leaves for absence for birth and adoption, paternity and parental leaves set out in this article and to the extent provided for by law.

#### **6.09.28**

The University guarantees that, as of the date this agreement goes into effect, the employee shall be entitled to receive, during the maternity, paternity and parental leaves, the compensation or part of the compensation paid by the University as per Section VI independently of modifications to the criteria for eligibility of QPIP which could surface after the signing of this agreement. Furthermore the parties agree to meet in order to discuss those matters which are problematic, including the following situations:

- (1) if the governmental authorities were to modify the requirements for eligibility;
- (2) if QPIP were to be modified in regard to the benefits payable or the nature or duration of leaves covered;
- (3) if changes are made to the Labour Standards Act or Regulations that impact on parental leaves.

It is understood that such discussions would not constitute a re-opening of this agreement;

## **6.10 Study Leave**

### **6.10.01**

- a) Study leave is intended to provide employees with the opportunity to study or engage in professional training which will increase or broaden the competence of the employee. Study may include enrolment in academic courses or programs (including certificate or diploma courses or programs, or undergraduate, graduate or postgraduate courses or programs). In addition, employees may be eligible for professional development leave as set out in Article 19 of this Agreement.
- b) Employees who have completed two (2) years of permanent service with the University will be eligible for study leave.
- c) The parties view study leave as beneficial to employees and the University. Consequently, granting study leaves will not be unreasonably withheld. Nonetheless a study leave will be subject to the ability of the respective department to accommodate same.

### **6.10.02**

- a) Written application for a study leave shall be made to the immediate supervisor with a copy to Human Resources, normally three (3) months prior to the date at which the leave is to commence.
- b) Applications for study leave will state:
  - i. the specific reason for the leave, including proof of acceptance, if available, into an accredited program of studies;
  - ii. the specific period of leave;
  - iii. the percentage work reduction requested.

### **6.10.03**

Generally, a study leave will not exceed twenty-four (24) months. However, a study leave may be separated into parts, coinciding with academic terms not to exceed four (4) calendar years.

**6.10.04**

Study leave may be taken on a part time basis or on a full time basis, in accordance with Article 19, if the purpose of the study leave is of significant benefit to the department, division or the University. If the leave is on a part-time basis and is not covered by Article 19, normally the leave will not involve continuous absence from normal duties and responsibilities in excess of fifty percent (50%). Study leave shall not be unreasonably denied.

**6.10.05**

If the purpose of the study leave is of significant benefit to the department, division or the University, Article 19.01(d) shall apply. If the study leave is not covered by Article 19.01(d), an employee’s remuneration during a study leave will be calculated according to the following formula:

Percentage Work	Percentage Salary
50%	60.00%
60%	67.5%
70%	75.00%
80%	82.50%
90%	90.00%

**6.10.06**

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

**6.10.07**

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

**6.10.08**

Vacation entitlement for an employee on study leave will be prorated to time worked.

### **6.10.09**

Approval or refusal of study leave will be provided in writing by the immediate supervisor, with a copy to Human Resources, and a copy to ACUMAE, within six (6) weeks of the date the application was received. Approval letters shall include all conditions agreed upon; refusal letter shall include reasons for the refusal.

### **6.10.10**

The employee who has completed an initial study leave totalling twenty-four (24) months shall accumulate three (3) years of permanent service in order to be eligible again for such leave.

## **6.11 Deferred Salary Leave**

- a) Deferred salary leave is intended to provide employees with an opportunity to benefit from a leave with salary. The parties view deferred salary leave as beneficial to the employee and the University.
- b) Request for a deferred salary leave will be subject to the ability of the respective department to accommodate the leave. However, granting will only be withheld in exceptional circumstances. Priority will be given to those who have never benefited from this provision.
- c) The deferred salary leave will be for not less than six (6) consecutive months and will not exceed twelve (12) consecutive months, unless otherwise agreed between the parties acting in conformity with the applicable laws and regulations in force.

Employees who benefit from a deferred salary leave shall be required to return and remain in the employ of the University for a period as long as the leave, unless otherwise agreed between the parties acting in conformity with the applicable laws and regulations in force.

- d) An employee who wishes to participate in the Deferred Salary Leave Plan (DSLPL) may apply, in writing, to the immediate supervisor with a copy to the Employee Relations Office at least three (3) months prior to the date at which he wishes to commence participation in the DSLPL.
- e) Approval or refusal of a deferred salary leave will be given to the employee by the University within five (5) weeks of the date 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 ACUMAE.

- f) Participation of an employee in the DSLP is subject to the signing of a contract.
- g) This contract must be signed by the employee and returned to the Employee Relations Office four (4) weeks prior to the date that the deferral period is to commence.

The Employee Relations Office will forward a copy of the signed contract to the appropriate immediate supervisor. Upon signing the contract the employee will become a participating employee. Failing to sign the contract the employee will be deemed to have withdrawn his application to participate in the deferred salary leave plan.

Having become a participating employee, a written communication to the employee will describe the manner and location of the deferred salary investment.

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

Duration of leave	Duration of participation in 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%

**6.12.01 Leave Without Pay**

An employee with the equivalent of one (1) year of full time service who, for a valid reason, wishes to obtain a leave without pay, shall make a written request to his immediate supervisor.

Such a request shall not be rejected without valid reason. An employee may only use this leave for the reasons mentioned in his request.

#### **6.12.02**

The duration of a leave without pay does not generally exceed twelve (12) months. The leave without pay may not be extended without the consent of the immediate supervisor.

#### **6.12.03**

A written request for a leave without pay should be forwarded to the immediate supervisor normally no later than two (2) months before the beginning of the said leave. The immediate supervisor must respond in writing within three (3) weeks of receipt of the request.

#### **6.12.04**

If an employee fails to return to work at the end of said leave without having received authorization to prolong this leave, except in the case of an emergency situation, he is considered as having resigned retroactive to the date of the beginning of the leave.

#### **6.12.05**

Upon agreement between the parties, the employee may request to end his leave without pay before the anticipated return date. The request shall not be refused without a valid reason.

#### **6.12.06**

Upon his return, the University reintegrates the employee with all of his rights into the position he occupied at the beginning of the leave. If the position has been abolished, Article 15 of this Agreement shall apply.

#### **6.12.07**

Unless there is an agreement or provision to the contrary, an employee on leave without pay does not benefit from the advantages provided in the present Agreement, save and except that the employee shall continue to accumulate service up to a maximum of twelve (12) months. The employee continues to benefit from the pension and insurance plans should these plans so permit, on condition that he pays the entire cost.

An employee who is granted a leave without pay is entitled, upon request, to the payment of accumulated vacation.



## **6.12.08 Part-time Leave**

- a) The leaves without pay provided in Article 6.12.01 can be part-time and this according to the same conditions. In this case, the employee's working conditions will be applied on a prorated basis to the number of paid hours with the exception of years of service which is accumulated as if the employee were at work full time.
- b) The immediate supervisor and the employee agree on the arrangement of the part-time leave, which will not exceed three (3) days a week.
- c) The permanent part-time employee is not entitled to a part-time leave without pay.
- d) During a part-time leave, the employee's remuneration is prorated to time worked. For benefits, the University and the employee agree to contribute as if working on a full-time basis. In calculating benefits, the employee on part-time leave is considered as working full-time.
- e) Employees who opt to transition from part-time leave to early retirement shall be eligible to receive the full amount of a lump sum in accordance with the provisions of article 16.05 (b), and for this purpose will be considered as working on a full-time basis.

## **ARTICLE 7 Paid Holidays**

### **7.01**

- a) During the fiscal year, the following days are recognized as paid holidays:
  - June 24
  - July 1
  - First Monday in September
  - Second Monday in October
  - December 24
  - December 25
  - December 26
  - December 31

- January 1
- January 2
- Friday before Easter
- Monday following Easter
- Monday preceding 25 May

b) The University is normally closed from December 24<sup>th</sup> until normal opening hours January 3<sup>rd</sup>. This period is considered to be worked and paid.

c) The University agrees to recognize and observe as paid holidays all other days declared to be holidays by the governments.

## **7.02**

a) If one of the holidays mentioned in Article 7.01 coincides either with an employee's annual vacation, or with one of his weekly days off other than Saturday or Sunday, the employee affected is entitled to a postponement of the holiday to a date agreed upon between him and his immediate supervisor.

b) If one of the holidays mentioned in Article 7.01 coincides with a Saturday or with a Sunday, the holiday is moved to the preceding or to the following workday.

## **7.03**

The University shall respect religious holidays of recognized faiths not outlined in Article 7.01.

**ARTICLE 8                    University Closing**

In the event the University is declared closed for any reason or in the event the majority of non-teaching staff is not required to work during a given period, no employee shall suffer loss of pay. Moreover, any employee whose presence is required will receive, subject to the express provisions of the present Agreement, in addition to his regular salary for time worked, the equivalent in paid leave.

**ARTICLE 9                    Hours of Operation and Framework for Hours of Work**

**9.01**

The regular workweek is thirty-five (35) hours, normally between 9 a.m. and 5 p.m. from Monday to Friday. The schedule an employee works shall be considered a material part of the terms and conditions of employment.

**9.02**

With the consent of the immediate supervisor, an employee may work on a schedule other than 9 a.m. to 5 p.m., and do so on a regular basis as per Article 10.

**9.03**

Upon agreement between the parties, the University may, taking into consideration the needs of the administrative unit, the employee's position and the inherent obligations, establish for a given employee a work schedule different from the one provided for in Article 9.02.

**9.04**

Employees who, on occasion, wish to change their established work schedules must receive prior approval from their immediate supervisor.

**9.05    Summer Hours**

- a) Every year, for a period of ten (10) weeks, from mid-June to mid-August (exact dates to be posted by Human Resources), the regular workweek is reduced by three (3) hours without loss of pay.
- b) The implementation of the reduction will result normally in the reduction occurring Friday afternoons.

- c) Departments which have to operate with full staff during the period of summer hours can require that, during this period, employees keep working usual hours, and take their time off either before or after the period of summer hours.
- d) If an employee is unable to take advantage of the summer hours as they occur, with the exclusion of Article 9.05 (c), the unused hours may be “banked” and then taken at a date agreed upon with the immediate supervisor. Such accumulated hours must be used before the end of August, except in special cases when this is not possible due to the department workload. In such cases, the accumulated hours may be deferred. In every case, these hours must be liquidated by May 31<sup>st</sup> of each year.

Any such banked time must be expended prior to the utilization of the employee's vacation entitlement.

- e) If an employee is absent during the period of summer hours, except in the case of scheduled vacation, he will not be eligible able to take the time off he would have been entitled to if he had been present. Hours that accrue during a scheduled vacation pursuant to this Article, will be added to the employee’s vacation entitlement.

#### **9.06 Employees “on call”**

This article only applies to positions graded 15 or lower.

- 1) Employees may, by virtue of their duties and responsibilities be required to be “on call” beyond normal working days and hours, and available to receive calls to handle different situations arising at the workplace.

“On call” means that the employee may be required to be reachable up to 24 hours a day by telephone and available to respond to such calls, either by telephone or as the case requires, to come to the premises. The University shall provide and pay for a cellular telephone or pager for the employee required to be “on call”.

- 2) The University shall have the right to designate employees to be available “on call”. Such designation shall be done in as equitable fashion as possible and by rotation. Save in exceptional circumstances an employee shall not be designated as “on call” more than one (1) week in (3) three, unless there is a situations of a shortage of staff, in which case the designation shall be no more than one (1) week in (2) two.

- 3) If an employee is to be considered a “designated on call employee”, the following procedure shall apply:
  - a) The immediate supervisor shall normally notify the employee in writing at least two (2) weeks in advance of the “on call” designation and a copy of the notice shall be sent simultaneously to ACUMAE and to Human Resources;
  - b) The notice shall state the nature and extent of the duties required and whether the status is temporary or permanent;
  - c) The job description of the employee shall be modified if appropriate;
- 4) Employees designated “on-call”:
  - a) shall be entitled to an on-call allowance equivalent to one-half hour of their base hourly rate of pay, for each four (4) hour “on call” period;
  - b) in addition, in the event that the employee is required to physically travel to a work place from a location outside the University premises, the employee shall be entitled to compensation, at 1.5 times the base hourly rate of pay, for all time so spent, including traveling time, with a minimum compensation of four (4) hours at 1.5 times the base hourly rate of pay. The employee shall also be reimbursed for traveling and other expenses incurred. The employee shall have the right to opt for the equivalent time off instead of payment;
  - c) the work performed pursuant to this article shall not be computed as Credit Time for the purposes of Article 10;
- 5) The parties shall strive to make such arrangement with respect to “on call” management as will simultaneously favour adequately providing for the University’s needs and minimizing the stress and disruption the “on call” status may create to an employee’s personal life.

#### **9.07 Extended Regular Work Week**

Where an employee is required, as a condition of the position held (as set out in the job description), to work on a regular weekly basis on a schedule that falls outside the normal workweek (9am to 5pm) and in excess of 35 hours per week (an Extended Regular Work Week), the employee must be designated as an “extended regular work week employee”. The procedure for this designation shall be the same as that set out in Article 9.06(3)

*mutadis mutandis*. The workweek of such employees shall however not exceed forty (40) hours.

The base salary payable to employees designated under this shall be augmented by an amount proportional to the additional hours required. The nature of the duties performed during the extended work hours shall be taken into consideration in determining the appropriate amount of additional compensation. The criteria for establishing the amount of the additional compensation shall be those set out in Article 13.03 (b) with respect to stipends, *mutatis mutandis*.

## **ARTICLE 10            Flexible Work Options**

### **10.01**

In order to address the assignment of work that requires work outside of a normal workday or workweek, the provisions of Article 10.02 will apply.

### **10.02**

#### **a) Policy Statement**

The University supports flexible work options/schedules.

The implementation of a flexible work option is dependent upon two key criteria:

- The ability of the employee's department to accommodate the flexible work option request in a way that allows the department to support the goals and service needs of the department and to function in an effective and efficient manner;
- The desire of the employee to work in a flexible manner.

A flexible work option/schedule does not reduce work hours or output.

#### **b) Procedure**

A flexible hours schedule/option must be arranged and agreed to, in advance, with the immediate supervisor, e.g. the employee's normal workday may be from 8 am to 4 pm or 12 noon to 8 pm. Options which must be agreed to include, but are not limited to: job-sharing, compressed work schedules, length of work cycle, allowable credit hours per cycle, etc....

The duration of the flexible working hours arrangement may be variable.

When flexible work options are possible, the schedule should be established and applied using a number of concepts:

##### **1. Core Time and Flexible Time**

The working day can be divided into "Core Time" and "Flexible Time".

"Core Time" is the time when all employees must be at work; the head of the department will determine the "Core Time".

"Flexible Hours" are hours established around the "Core Time".

## 2. Bandwidth

Departments implementing flexible hours establish their own flexible and core times, as the work requires. The new workday, then, comprises the time between the earliest start of work and the latest finish. This represents the bandwidth.

## 3. Flexible Hours Cycle

The flexible hours cycle is determined and agreed to in advance by the immediate supervisor but shall in no case exceed the duration of an academic session.

Employees must complete a required number of hours during each flexible hours cycle but may complete the cycle with a “Credit” or “Debit” of plus or minus ten percent (10%) of the normal working hours in a cycle.

EXAMPLE for a flexible work hours cycle of four (4) weeks or twenty (20) working days:

The number of hours which must be worked *during each cycle* length is the number of hours in a *standard* working day times twenty (20), plus or minus ten (10%) percent, or:

Seven (7) hours/day x twenty (20) days/cycle = One hundred Forty (140) hours/cycle +/- Fourteen (14) hours.

## 4. Credit Time and Debit Time

Any time worked in excess of the normal working hours for a given cycle is called “Credit Time”. Any time less than the normal working hours for a given cycle is called “Debit Time”.

Credit time may be reduced and debit time may be repaid during flexible hours or, with the *prior* approval of the supervisor, during core time.

Credits (after offsetting debits) or debits outstanding at the conclusion of a cycle shall be automatically carried forward to the next cycle, providing that the next cycle occurs within the same academic session.



4.1 Credits which are outstanding at the conclusion of a session shall, at the option of the University be retired as follows:

- (a) by allocating time-off, the days of such allocation to be determined by the employee's supervisor;
- (b) by increasing the employee's paid vacation entitlement by the number of hours in question;
- (c) by the payment to the employee of a premium computed by applying the employee's base rate of pay to the number of credit hours outstanding;
- (d) by carrying over the credits to the next cycle, providing the next cycle occurs within the same academic year;
- (e) by a combination of (a) and/or (b) (c) and/or (d).

4.2 Debits outstanding at the conclusion of an academic session may be treated as unpaid leaves of absence and the compensation which was paid therefore, may be retired, at the option of the employee as follows:

- (a) by reducing the employee's paid vacation entitlement by the number of hours in question;
- (b) by offsetting the amount in question against other amounts payable by the University to the employee;
- (c) by a combination of (a) and (b).

4.3 The recording of debits and credits is the responsibility of the employee. At the end of each cycle, the immediate supervisor must approve the recorded debits and credits.

4.4 Where possible a supervisor will give reasonable notice of the need to work outside normal working hours.

## **5. Alternative Work Schedules**

Alternative work schedules may be arranged and agreed to between an employee and his supervisor, permitting the redistribution of the hours normally worked during a regular five-day workweek; providing the needs of the position permit, options may include, but are not limited to the following:

- (a) Compressing the hours of a regular five day work week into four or three and a half days of work;
- (b) Redistributing the hours normally worked during a two week period to provide for longer consecutive non-working days for the employee;
- (c) Job sharing with another employee by allocating between thirty percent (30%) and sixty percent (60%) of the hours normally worked, to another employee.

## **ARTICLE 11            Annual Vacation**

### **11.01**

All employees are entitled to paid vacation on the basis of their years of service with the University, in accordance with vacation entitlements determined as of June 1<sup>st</sup> of each year.

### **11.02**

During the twelve (12) months, which follow June 1<sup>st</sup> of the current year, all employees are entitled to paid annual vacations, the duration of which is determined as follows:

- a) the employee with less than one (1) year of service on June 1<sup>st</sup> of the current year is entitled to one and two-thirds (1 2/3) paid days of vacation for each month worked in the University from his date of hire to a maximum of twenty (20) working days;
- b) the employee having one (1) year and less than ten (10) years of service on June 1<sup>st</sup> of the current year is entitled to twenty-two (22) paid working days of vacation;
- c) the employee having ten (10) years but less than fifteen (15) years of service on June 1<sup>st</sup> of the current year is entitled to twenty-three (23) paid working days of vacation;
- d) the employee having fifteen (15) years but less than twenty-one (21) years of service on June 1<sup>st</sup> of the current year is entitled to twenty-four (24) paid working days of vacation;
- e) the employee having twenty-one (21) or more years of service on June 1<sup>st</sup> of the current year is entitled to twenty-five (25) paid working days of vacation.

### **11.03**

For the purpose of Article 11.02 (a), if the employee has been hired before the sixteenth (16<sup>th</sup>) day of the month, the month of hire is considered as one (1) complete month of service.

### **11.04**

Upon termination of employment:

- a) The employee who has not taken his entire vacation entitlement during the fiscal year preceding June 1<sup>st</sup> receives an indemnity which is equal to the number of vacation days to which he was entitled.

- b) The employee is entitled to a vacation indemnity equal to eight point eight percent (8.8%) of the total wages earned, after deduction of the twenty-two (22) vacation days already taken, between June 1<sup>st</sup> of the current year and his date of departure.
- c) The employee is entitled to a vacation indemnity equal to nine point two percent (9.2%) of the total wages earned, after deduction of the twenty-three (23) vacation days already taken, between June 1<sup>st</sup> of the current year and his date of departure.
- d) The employee is entitled to a vacation indemnity equal to nine point six percent (9.6%) of the total wages earned, after deduction of the twenty-four (24) vacation days already taken, between June 1<sup>st</sup> of the current year and his date of departure.
- e) The employee entitled to twenty-five (25) days of vacation is entitled to a vacation indemnity equal to ten percent (10%) of total wages earned, after deduction of the vacation days already taken, between June 1<sup>st</sup> of the current year and his date of departure.

## **11.05**

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

### **Illness:**

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

### **Work Accident:**

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

### **Parental:**

The accumulation of vacation credits during parental leaves as set out in Article 6.09.22.3.

### **Leave without pay exceeding one (1) month:**

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

**Professional development leave:**

In the event that the leave is granted with full salary, the employee shall accumulate a full vacation entitlement. Otherwise, the employee's vacation entitlement shall be prorated in accordance with Article 6.10.08.

**11.06**

In the event of the death of an employee, the University will give his accumulated vacation pay to the beneficiaries or legal heirs.

**11.07**

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

This provision shall also apply where an employee is unable to take his annual vacation due to the illness or death of a dependant or spouse, absence due to duty with the Canadian Forces, disappearance of a child or where the employee is absent due to donating an organ or tissue, in accordance with the provisions of the Act respecting Labour Standards.

- b) An employee hospitalized as a result of illness or an accident which occurs during his vacation, may, after agreement with his immediate supervisor, defer the balance of his annual vacation either to the end of his disability or to a later date agreed upon with his immediate supervisor. The term "hospitalized" includes attending at emergency facilities of a hospital or at a clinic as well as out-patient services that require the employee be restricted to his residence for the treatment period.
- c) An employee who, on June 1<sup>st</sup> of a given year, has been disabled for a period of less than twelve (12) months and who has not taken all of his vacation entitlement from the previous year because of the disability, may, after agreement with his immediate supervisor, defer the balance of his vacation entitlement, either to the end of the disability, or to a later date agreed upon with his immediate supervisor.
- d) An employee who, on June 1<sup>st</sup> of a given year, has been disabled for twelve (12) months or more receives a vacation indemnity equal to the number of vacation days to which he is entitled.

- e) An employee who is requested by his supervisor to work during his vacation period shall be reimbursed for all expenses related to the cancellation or postponement of the vacation, upon production of satisfactory receipts.

### **11.08**

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

Furthermore, with the permission of the immediate supervisor, an employee may defer two (2) weeks vacation from one year to the next, and this for two (2) consecutive years for a total deferred vacation of four weeks.

This accumulated vacation must be taken at the latest in the third year.

However, the total duration of the annual vacation (taken consecutively or not) must not exceed nine (9) weeks within any one fiscal year.

With the exception of the vacation entitlement of the current year, the University shall have the right to require that an employee take all accumulated unused vacation, by assigning such vacation time prior to the expiry of the third year. Such assignment of vacation days must be communicated to the employee in writing at least one month prior to the commencement of said assigned vacation.

If it is not possible for an employee to use up the accumulated vacation entitlement during the third year, the employee shall receive at the end of this third year, on June 1, an indemnity equal to the number of unused vacation days.

### **11.09**

After agreement with the immediate supervisor as to the dates, an employee may prolong his vacation with a leave without pay provided that the service requirements of the sector are respected.

### **11.10**

The University determines the vacation periods of the employees taking into consideration:

- the preference expressed by the employee;
- service requirements;
- years of service.

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

**ARTICLE 12            Selection and Movement of Personnel**

**12.01 (a)**

All new or vacant permanent positions shall be posted by the University. The University shall also post all temporary vacancies (where the person holding the position is absent) or temporary re-assignments of an expected duration of one (1) year or more. Vacant positions (permanent or temporary) and temporary reassignments shall be posted within forty (40) working days. If a permanent position is to be abolished or if the posting of such a position is to be deferred, the University will inform ACUMAE of its decision within the aforementioned delay.

All vacant permanent positions shall be posted for ten (10) working days. The posting shall be on a University-wide basis and, if the University chooses, externally, the whole in accordance with University policy.

For temporary vacancies or temporary re-assignments, the immediate supervisor may decide to post the position internally within the Faculty or administrative department and related administrative units for a period of ten (10) working days.

The posting whether of a vacant permanent position, a temporary vacancy or a temporary re-assignment, shall include the following information:

The position title and grade;

The status of the position;

The job profile;

The required qualifications;

The department;

Title of the immediate supervisor;

The salary range and any relevant information about compensation;

The work schedule;

The posting date and the expiry date of the posting.

ACUMAE will be provided with an electronic copy.

The University must advise ACUMAE if a posting is cancelled.



**12.01 (b)**

Applications for all posted positions shall be submitted to Human Resources or other University department designated for this purpose. After the posting period has expired, all of the applications received shall be sent at the same time to the requisitioning department or unit.

**12.01 (c)**

ACUMAE constituents shall be given first consideration for both university-wide and external postings as well as for internal postings pursuant to Article 12.01 (b).

**12.01(d)**

First consideration means that the employee applying for the position will be assessed separately and before candidates from outside the ACUMAE constituency are considered. If an ACUMAE candidate is not selected at the initial stage, he shall be advised in writing by Human Resources as to the hiring department's reason for not being appointed, prior to receiving the candidacy of employees from outside the ACUMAE constituency. A copy of the decision shall be sent to ACUMAE.

**12.01 (e)**

If an ACUMAE constituent has applied for the position but is not appointed at the initial stage of "first consideration", the ACUMAE constituent's candidacy may then be considered a second time at the same time as candidates from outside the ACUMAE constituency are being considered.

**12.02**

The probationary period applicable for persons appointed to a position who were not ACUMAE constituents will be:

- 60 days worked for positions in grades 7 to 10;
- 90 days worked for positions in grades 11 to 14;
- 120 days worked for positions in grades 15 to 20.

If necessary and upon providing the reasons, the supervisor may extend the probationary period by a further period of up to one half of the initial period (as defined above), with a notice in writing at least twenty (20) working days prior to the end of the initial probationary period. A copy of the notice shall be sent to ACUMAE.

The supervisor will assess the employee at the mid-point of the probationary period as well as the mid-point of any extension of the probationary period and also at the conclusion of the probationary period or extended probationary period; the supervisor shall provide the employee with a written statement of the employee's performance.

**12.03 (a)**

An ACUMAE employee who obtains a promotion or transfer to another position will be subject to a trial period, according to grade level of the position, equal to the period set out in Article 12.02 hereof. The employee shall be entitled, during said trial period to appropriate assistance and training in order to facilitate adaptation to the new position.

During the trial period, the employee continues to benefit from all rights and privileges of this Agreement.

**12.03 (b)**

The trial period may be reduced by half by the supervisor if the employee has been fulfilling the principal duties of the position for a period greater than the trial period in question.

**12.03 (c)**

In the middle of the trial period, the supervisor will make a written progress report and shall have a formal interview with the employee to discuss the said report. The supervisor shall also prepare a written assessment at the conclusion of the trial period and a copy shall be remitted to the employee.

**12.03 (d)**

- (i) If during or at the conclusion of the trial period the employee is determined to be incapable of satisfying the normal requirements of the position, the University shall reinstate the employee in the former position, without prejudice as to rights acquired in such former position. If the former position has been abolished, the procedures provided for in Article 15 apply.
- (ii) If within the first sixty (60) days worked of the trial period, the employee advises the supervisor in writing that he does not wish to remain in the position, the University shall reinstate the employee in the former position without prejudice as to rights acquired in such former position. If the former position has been abolished, the procedures provided for in Article 15 apply.

This period shall be extended should the mid-term evaluation take place beyond the 60 day period.

#### **12.04 Positions Temporarily Vacated by its Incumbent for One Year or More**

- (a) Once a decision has been made to fill the position, it will be posted for a period of ten (10) working days in accordance with Article 12.01.
- (b) The home department of the employee filling the vacancy shall only be expected to release the employee for the initial period as indicated on the vacancy notice. If at the end of the period the incumbent remains absent, the home department may agree to extend the reassignment.
- (c) The University shall give written notice to the employee filling the vacancy, with a copy to ACUMAE, stating the length of the temporary re-assignment, the position which the employee shall be filling and the corresponding grade, salary, premium and/or stipend as applicable.

The employee filling the vacancy shall be entitled to the same salary level to which he would be entitled if filling the position on a permanent ongoing basis.

- (d) At the end of the stipulated period (as indicated in the vacancy notice), the employee returns to his former position. In the event of abolition of the former position, the procedures provided for in Article 15 apply.
- (e) If the home department or the employee does not wish to prolong the initial period, the position shall be re-posted in accordance with paragraph (a) hereof.
- (f) The employee who obtains a temporary reassignment is subject to the provisions of Article 12.03.

##### **12.04.1 Special Projects**

The parties understand that special projects may arise which require the participation of ACUMAE constituents. In such cases the process set out in Appendix I shall apply, unless special circumstances warrant, in which case the parties shall discuss proceeding with a modified process and a letter of agreement.

#### 12.05 Employment Qualification Equivalencies

##### **12.05.1 Statements of principle**

The present section applies to all employees who were permanent employees of the University as of September 1, 2002.

### **12.05.2**

Every employee of the University to whom this section applies, who holds a permanent or contract position, is deemed, regardless of whether formal certification has been obtained, to hold the qualifications required to maintain that position including:

- a) the educational requirements of the position;
- b) the computer proficiency requirements of the position; and
- c) to a reasonable degree, the language requirements of the position.

### **12.05.3 Abolished positions**

An employee whose position is abolished is deemed, regardless of whether formal certification has been obtained, to hold the qualifications required to maintain that position including:

- a) the educational requirements of the position;
- b) the computer proficiency requirements of the position; and
- c) to a reasonable degree, the language requirements of the position.

### **12.05.4 Application for a job at the same or lower grade level**

An employee who applies for a position at the same or lower grade level, whether as a result of an abolition of a position, or for any other reason, shall be deemed, regardless of whether formal certification has been obtained, to hold the qualifications required for the last position held, including:

- a) the educational requirements of the position;
- b) the computer proficiency requirements of the position; and
- c) to a reasonable degree, the language requirements of the position.

### **12.05.5**

As such, an employee who does not have the formal certification indicated as required for a position but does have the “deemed qualifications” based on the last position held, must be evaluated by the hiring department as a qualified applicant.

## **12.05.6**

With respect to language requirements, the applicant must demonstrate to the hiring department that he possesses sufficient proficiency to perform the job or, with a mutually agreeable level of training, can obtain adequate proficiency within a reasonable period of time such that the hiring department can successfully meet its obligations. Training will be funded by the University.

## **12.05.7 Application for a Job at a Higher Grade Level**

- a. An employee who applies for a position at a higher grade level where the educational requirements are higher than that which the employee holds will be eligible to apply and be considered for the position provided that:
  - i. The employee is within two years (considering full-time enrolment) or 60 credits of fulfilling the academic requirements for the specific degree or diploma required;
  - ii. The employee formally accepts to meet the following conditions:
    1. If the position requires an ACS certification, completion of the Concordia or Concordia approved ACS program within one year of entering the position or completion of nine (9) course credits within a two-year (2) period;
    2. If the position requires a DEC, either the completion of five (5) Continuing Education courses relevant to the responsibilities of the position within a five-year (5) period or eighteen (18) university credits within a three-year (3) period. In either case, the course of study followed will be determined by the hiring department in conjunction with the employee;
    3. If the position requires a Bachelors degree, the completion of thirty (30) university credits within a five-year (5) period. The course of study followed will be determined by the hiring department in conjunction with the employee;
    4. If the position requires a Masters Degree, the employee must already hold a Bachelors Degree and must complete the Masters program within a five-year period.

- iii. In the event that an employee needs to take a credit course to satisfy the conditions set out above and such course is not offered at the University, the University shall reimburse the employee the tuition fees incurred at another institution offering said course, or extend the period for the completion of the conditions until such time as the course is offered at the University. The University shall also have the right to modify the initial conditions with the consent of the employee.
- b. The computer proficiency requirements of the position and, to a reasonable degree, the language requirements of the position will be deemed to have been met based on the requirements of the last position held.
- c. With respect to language requirements, the applicant must demonstrate to the hiring department that they possess sufficient proficiency to perform the job or, with a mutually agreeable level of training, can obtain adequate proficiency within a reasonable period of time such that the hiring department can successfully meet its obligations.
- d. The foregoing shall not apply to any position which requires a specialized degree, diploma, professional designation or other demonstrated specialized education essential to the position.
- e. An employee who does not have the formal certification required for a position but does have the “deemed qualifications” based on the last position held and meets the conditions noted above must be evaluated by the hiring department as a qualified applicant.
- f. Upon appointment, the employee and the University will sign an agreement that confirms the conditional nature of the appointment and provides, if the conditions are not fulfilled, that the employee agrees to a reduction of the salary increase proportional to the number of courses not completed. An employee who fails to fulfill the conditions of such an agreement shall not be entitled thereafter to apply for another position using the benefit of this article, until such time as the courses or training prescribed have all been successfully completed unless otherwise agreed upon with the University. If the University and the employee agree to modify the conditions in accordance with paragraph 12.05.7 (a) (iii), a new agreement shall be signed.

- g. The hiring department will make all reasonable efforts, including liberation time to attend courses during normal working hours, to help the employee meet the established educational goals. Training will be funded by the University.

**ARTICLE 13            Temporary Assignments / Stipends**

**13.0**

For the purposes of this section “stipend” shall mean a sum of money paid as compensation to an employee over and above the base salary.

**13.01**

In accordance with the needs of the University, employees may be temporarily assigned additional duties.

**13.02**

Any assignment of additional duties must be communicated in a clear fashion, in writing, with an indication of the duration of the assignment. The notification of the assignment of additional duties shall be given, saving an emergency or an unforeseen situation, at least ten (10) working days prior to the date on which the assignment is to commence. A copy of the notice shall simultaneously be sent to ACUMAE. The notice shall summarize the nature of the duties.

The assignment of additional duties will take into account the employee’s overall workload.

**13.03**

- (a) When an employee is assigned additional duties for a period of one month or more that will entail an increase in workload and/or an increase in the level of responsibility, the person fulfilling the additional duties shall be entitled to a stipend, retroactive to the beginning of the assignment.
- (b) The amount of the stipend shall fairly reflect the effort and responsibilities which the assignment entails. The stipend will be determined by the supervisor and the Manager of Compensation. Any stipend in excess of fifteen percent (15%) of base salary must be approved by the Associate Vice-President, Human Resources. The employee is entitled to receive the rationale for the amount of the stipend.
- (c) The employee entitled to a stipend shall be notified of the amount at the time of the assignment, or by no later than twenty (20) working days following the commencement of the assignment. A copy shall be sent to ACUMAE.



#### **13.04**

- (a) Normally, the temporary assignment will not last for more than six (6) months. If the need for the additional duties persists, the supervisor will prolong the assignment for up to an additional six (6) months, re-assign the duties to another employee, or determine that such duties shall become a permanent part of the employee's position.
- (b) With the mutual consent of the parties, in special situations the temporary assignment may be further prolonged up to a period of two (2) years. In certain circumstances, the parties may agree to extend beyond the two (2) year period.
- (c) If at the end of the initial or prolonged assignment the additional duties become a permanent part of the employee's position, the position classification shall be re-evaluated and the compensation of the position adjusted accordingly. The effective date of the re-evaluation will be the end of the initial or prolonged assignment. The amount of the adjusted compensation shall in any event be no less than the total the employee received as base salary plus stipend. However, if the position has otherwise been modified to offset the additional time requirement or workload of responsibilities the additional duties entail, the total compensation may be adjusted accordingly.

#### **13.05**

Any disagreement or dispute with respect to the interpretation or application of this section may be submitted to the Liaison Committee.

#### **13.06**

Temporary assignments made pursuant to this article are not intended to address the issue of "hot skills" or market considerations, or special projects or assignments where the duties are unrelated to the employee's regular duties and responsibilities. In such event, employees shall be compensated on a premium basis or on an hourly or on a contract basis, as appropriate. In such situations, the University shall consult and discuss the matter with ACUMAE and any arrangement must be agreed to by all parties.

#### **13.07**

Temporary assignments shall not be used to materially change an employee's job description, other than as set out in this article, or as a disguised disciplinary measure.

**ARTICLE 14            Payment of Salaries and Classification**

**14.01**

The objectives of the University’s compensation program for ACUMAE employees are to enable the University to attract and retain highly qualified staff through a fair and competitive total compensation program, to maintain internal equity, to differentiate pay levels on the basis of performance as well as job content, and to reward excellence.

**14.02**

The University shall provide the employee with a job profile at the time of hiring and as required when a significant change occurs in the status, responsibilities or requirements of the position or in the event of a promotion, a reclassification or a reassignment. A copy of any new or reclassified job profile shall be simultaneously given to ACUMAE.

**14.03**

In all cases, the nature of the work, the characteristics and requirements of the job as outlined in the job profile and the job evaluation questionnaire will determine its grade or job category (all other references to “grade” or “grade level” in this Agreement shall be deemed to include “job category” or other classification as may be established from time to time pursuant to Article 17). The University shall apply, both for current employees and for new and future hires, the compensation model to be developed by the ACUMAE Compensation Committee in accordance with Article 17.

**14.04**

At hiring (both external and internal hiring), the employee will be assigned to a job and shall be remunerated within the established salary scales in accordance with the grade of the job. Placement within the salary scale shall be based on the individual profile of the employee (the education, experience, skills and special abilities of the employee) relative to the individual profile of employees in similar or comparable positions already employed by the University.

In situations of market pressures and/or skill shortages, the University and ACUMAE may agree that a new employee be placed at a higher point in the salary scale than a relative evaluation with existing employees might warrant, but in such event any disparity in salary ranges between new and existing employees shall be addressed as a matter of internal equity when salaries are reviewed and adjusted yearly in accordance with Article 14.08.2 of this Agreement.

#### **14.05**

Employees are paid on Friday, every two (2) weeks. Should a payday fall on a statutory holiday, the payday will be the preceding working day.

#### **14.06**

In the event of a termination of employment, the University remits at the time of departure, to the employee who has made the request in sufficient time to allow at least eleven (11) working days for processing the termination of employment, and providing the effective date of termination coincides with the regular biweekly payroll run, all salaries and vacation indemnities due to him. Settlement options in respect of termination benefits under the Pension Plan will be forwarded within sixty (60) days from the date of termination.

#### **14.07**

The University, on an ongoing basis shall monitor market pay for benchmark jobs and conduct surveys as required to determine market pay practices and total compensation comparability and competitiveness. Copies of all such information gathered by the University shall, upon request, be communicated to ACUMAE in a timely manner.

#### **14.08.1**

For the purposes of this article and all salary adjustments implemented thereunder, “salary scales” shall mean the scales set out at Appendix G of the present Agreement or the scales established further to the development and implementation of the compensation model to be established pursuant to Article 17 hereof. Without limiting the foregoing, the salary scale shall include, but not be limited to, the percentage increase decreed from time to time for cost of living.

#### **14.08.2**

In accordance with the development and implementation of the compensation model to be developed and implemented pursuant to Article 17, employees shall progress in salary within the salary scale of their grade level as follows:

- (a) the employee’s salary shall be reviewed on June 1 of every year;
- (b) the employee shall receive as of June 1 of every year increases in base salary (either in base salary, as a combination of base salary and forfaitaire payment or as forfaitaire payment) which may include the following components:

- a. a cost of living increase payable in accordance with University policy; and
  - b. a progression in the salary scale;
  - c. a merit increase, as appropriate;
  - d. compensation for overtime, as appropriate;
- (c) Changes of classification, promotions, transfers, or demotions do not affect the date for benchmark salary increases (progression increases and others that will be developed in accordance with the Compensation Model pursuant to Article 17).

#### **14.09**

When an employee is promoted or transferred to a position with a higher or lower grade level, the employee shall receive a base salary adjustment to reflect the change, subject however to the provisions contained in this article and elsewhere in this Agreement.

Placement within the salary scale of a new grade level shall be based on the individual profile of the employee (education, experience, skills and special abilities of the employee) relative to the individual profile of employees in similar or comparable positions save and except that in the case of a transfer to a position with a higher grade level under no circumstances shall the employee be placed at a salary inferior to the base salary the employee received in the previous position.

In the event of a salary adjustment, the employee shall receive a written explanation explaining the rationale for the new compensation.

#### **14.09.1**

Where an employee's position has been abolished and the employee has accepted a voluntary transfer to a position more than two (2) grade levels lower than the abolished position the employee's base salary shall remain the same if the base salary is within the salary scale of the new grade level. If the base salary exceeds the maximum salary payable under the salary scales detailed in Appendix G or as defined by the new ACUMAE compensation model to be developed pursuant Article 17.03, the base salary (subject to Articles 17.01.2 and 17.01.5) shall then be decreased to the maximum salary payable under the salary scale as defined in Appendix G or as defined by the new ACUMAE compensation model to be developed pursuant Article 17.03 for the new grade level.

### **14.09.2**

Where an employee's position has been abolished and the employee is placed, pursuant to the displacement procedure of Article 15.04 either in a position rated at a higher grade level, or in a position up to two (2) grade levels lower, the provisions of Article 15.04 (g) shall apply.

### **14.10**

Where an employee, during the course of his employment, as a result of evolving needs, practices or evolving technology, has over time assumed different or additional duties or responsibilities, which have become an expected and permanent part of the position, the employee's position shall be reclassified.

If the position is reclassified to a higher grade level, the employee shall receive a base salary increase to reflect the change. The provisions of the second and third paragraphs of Article 14.09 shall apply. In the event of such a reclassification, the employee's previous position shall not be deemed to have been abolished, rather updated and the provisions of Article 15 shall not apply.

If the position is reclassified to a lower grade level, the provisions of 14.10.2 shall apply.

#### **14.10.1**

A supervisor shall initiate a request for reclassification whenever a significant change is to occur, or has over time occurred in the job profile (the functions and responsibilities) of an employee's position which is expected to, or has in accordance with Article 14.10, become permanent.

An employee who feels that his job should be reclassified may at any time bring the matter up with his supervisor. If the supervisor disagrees with the request for reclassification, ACUMAE may then submit the request directly to Human Resources.

Any disagreement between an employee and the University regarding reclassification may be submitted to the ACUMAE Compensation Committee. The matter may also be submitted by the employee or by ACUMAE pursuant to the complaints resolution process set out in Article 24.

#### **14.10.2**

When a position is reclassified to a lower grade, the employee continues to be paid at the grade that applied prior to the reclassification and continues to receive all step increases and raises as if the position had not been reclassified. This applies as long as the employee remains the incumbent of the said position.

When an employee's position is reclassified to a higher grade level the employee shall receive a base salary increase (subject to Articles 17.01.2 and 17.01.5) to reflect the change and the provisions of the second and third paragraphs of Article 14.09 shall apply.

#### **14.11**

An employee who obtains additional education beyond the minimum requirement of his current position shall receive an increase of 3% of the minimum salary of his current grade for each year (30 credits) of completed studies, providing the completion of the studies occurs during employment within the University. In the case of certificate or diploma programs an employee shall receive an increase equivalent to 1 year of education. In the case of the completion of a Master's degree, an employee shall receive an increase equivalent to 2 years of education and in the event of the completion of a PhD, an increase equivalent to 3 years of education. However, an employee's base salary may not exceed the maximum of the salary scale as a result of such increases.

#### **14.12**

No change in salary scale or in compensation shall be announced or implemented by the University without the express written consent of ACUMAE.

## **ARTICLE 15            Employment Security and Restructuring**

### **Statements of principle**

#### **(a)     Position Abolition**

Position abolition refers to the elimination of a job where a substantial and material part of the duties and responsibilities performed by an employee have either disappeared or have been significantly altered due to administrative reorganization.

Administrative reorganization may occur for a variety of reasons including financial constraints, restructuring of operations within a department/unit, change in mission or mandate of a department/unit, or the ongoing need for the job.

Abolition of a position shall not be deemed to occur other than in the context of an administrative reorganization. For greater certainty, abolition shall not be deemed to occur in the context of an updating of a classification, including situations where an existing position number is maintained but the job profile of the position is reclassified.

The abolition of positions must not be used to resolve disciplinary measures.

#### **(b)     Financial Constraints**

Financial constraints refers to the situation whereby the position is not abolished but the job must be vacated for at least one full fiscal year (June 1- May 31) due to institutional financial conditions.

Such a condition will apply only under extraordinary circumstances due to changes in Ministère de l'Éducation et Enseignement supérieur (MEES or equivalent body, in the event of a change of name of the ministry responsible) funding protocols.

Under such circumstances, despite the fact that a position is not permanently abolished, the provisions of Article 15 (Employment Security and Restructuring) shall be deemed to apply.

### **15.00 Employment security – principles and application of provisions**

- (a) The University assures employment security to all permanent employees in the ACUMAE constituency who qualify for same in accordance with the conditions set out for Long Term Employment Security or Limited Duration Employment Security as defined in Article 15.01 hereof.

- (b) Employees who benefit from employment security cannot be laid off or dismissed, for the duration of their employment security (as defined in Article 15.01 hereof), without just cause and therefore will remain in the employ of the University and continue to benefit from all the provisions of the present Agreement.
- (c) Articles 15.01 (a), 15.03 and 15.04 shall apply to all employees:
  - (i) who are, as at June 1, 2006 constituents of ACUMAE; or
  - (ii) who, at the date of the signing of the present Agreement have acquired employment security as members of any bargaining unit at the University and who, at the time of an abolition of a job, are constituents of ACUMAE.
- (d) Article 15.01 (b) and 15.05 apply to ACUMAE employees who have, at the time of an abolition of a position, two years' or more continuous service with the University but who are not covered by Article 15.00 (c).
- (e) Article 15.06 applies to ACUMAE employees who, at the time of an abolition of a position, have less than two years' continuous service with the University.
- (f) Article 15.02 applies to all ACUMAE employees affected by an abolition of position.

**15.01 Long Term Employment Security and Limited Duration Employment Security - definitions**

- (a) Long Term Employment Security
  - (1) To benefit from Long Term Employment Security an employee must:
    - (i) have been hired at the University before June 1, 2006 and been employed by the University since; and
    - (ii) have twenty-four (24) months of aggregate service as an incumbent in the ACUMAE constituency. Leaves without pay pursuant to Article 6.12.01 will not count towards the required twenty-four (24) months of service; or
    - (iii) have acquired job security, at the date of the signing of this agreement, as members of a bargaining unit at the University and who, at the time of an abolition of a job, are constituents of ACUMAE.



- (2) An employee benefiting from Long Term Employment Security is entitled to employment security until the end of the month when he reaches the age of sixty-one (61). If the employee has reached the age of 61 when his position is abolished, he receives the severance package provided for in Article 15.03.

(b) Limited Duration Employment Security

Employees who do not benefit from Long Term Employment Security may benefit from Limited Duration Employment Security as more fully set out in Article 15.05 hereof.

**15.02 Notice of abolition**

Any employee whose position is to be abolished must receive a written notice at least three (3) months in advance of the date of the position abolition. A copy of the notice of abolition of position must be sent simultaneously to ACUMAE.

Once an employee chooses employment security, the University's employment services meets with the employee to provide strategic career guidance and develop a plan that will include, if necessary, re-assignment, training, placement, development of independent proposals.

ACUMAE shall be entitled to submit the issue of the *bona fides* of an abolition of a position to a Liaison Committee constituted in accordance with Article 22.

**15.03 Severance Option**

- (a) Any employee benefiting from employment security who is affected by Article 15.02 may choose to not exercise his rights and to resign. In this case the employee will benefit from the provisions indicated below:
  - (1) An employee who confirms in writing that he wishes to resign within twenty (20) working days of the notice in Article 15.02 shall be entitled to three (3) months salary.
  - (2) An employee who so indicates in writing after twenty (20) working days but prior to the end of the three (3) month notice period shall be entitled to receive pay for the remaining notice period.

- (3) All employees in receipt of the notice in Article 15.02 who elect to resign at or prior to the end of the notice period shall be entitled to the following (in addition to the amounts which may be payable pursuant to 15.03 (a) (1) or (2)):
- i. Eight months salary;
  - ii. One and one half months' salary for each year or partial year of service to a maximum of a further twenty seven (27) months of salary;
  - iii. A tuition waiver at the Quebec rate for up to ninety (90) regular course credits towards an undergraduate or graduate degree program or a diploma or certificate program at Concordia and a maximum of two (2) courses in Concordia's Continuing Education Programs at the Computer or Language Institutes;
  - iv. A tuition waiver for dependents who are, at the time of the abolition of the position, enrolled at Concordia. The tuition waiver shall be in effect for the number of regular credit courses required in order to allow the dependent to complete the program of studies, or ninety (90) credits, whichever is less;
  - v. The reimbursement of the costs of financial counselling from a professional chosen by the employee to advise and counsel on financial and taxation issues arising from the termination;
  - vi. Outplacement services (from an External Provider) that include a job search workshop for employees in a support function, and up to six months of job search counselling services for employees with managerial/supervisory functions. Information regarding such services is to be provided. This option must be exercised within one year of the effective date of resignation;
  - vii. Employees may opt out of outplacement services contemplated in paragraph vi hereof and receive, in lieu thereof, additional professional financial counselling on other financial and taxation issues, up to a value corresponding to the cost of said outplacement services. This option must be exercised within one year of the effective date of resignation;

- viii. Health services and access to the University's athletic facilities for the duration of the Total Severance Period. "Total Severance Period" shall mean the number of months represented by the payments referred to in Articles 15.03 (a) (1) and 15.03 (a)(3) i and ii hereof;
- ix. The amounts payable pursuant to the present Article shall be paid, at the choice of the employee, by way of a lump sum or by instalments, or by opting for a paid leave of absence corresponding to the duration of the Total Severance Period. In the latter case, both the employee and the University shall continue to make regular contributions to pension and group insurance plans.

x. **Bridging**

An employee whose position has been abolished and has at least ten (10) years of service, may choose to apply for a leave without pay, until the month in which he reaches age fifty-five (55) and then shall retire effective the last day of that month. The maximum duration of such leave without pay, will be equal to twenty percent (20%) of his years of service, up to a maximum of five years. The provisions further governing bridging are set out in Appendix E hereof.

An employee who chooses a bridging option is not eligible for early retirement lump-sum benefits described in Article 16.05.

- (4) An employee who has not chosen to resign and benefit from the provisions of Article 15.03 (a) (3) above and has remained on employment security may, at any time, upon giving a written notice of twenty (20) working days, opt to receive a severance indemnity. The employee shall then be entitled to the benefit of Article 15.03(a)(3) (in addition to the amounts which may be payable pursuant to Articles 15.03 (a) (1) or (2)), less all amounts the employee has received by way of salary during the period of employment security.
- (5) An employee who has remained on long term job security and who reaches the age of 61 shall, as of the month following his birthday, be terminated and receive a severance indemnity equivalent to the benefits set forth in Article 15.03 (a)(3) (in addition to the amounts which may be payable pursuant to Articles 15.03 (a) (1) or (2)), less the amounts the employee has received by way of salary during the period of employment security.

#### **15.04 Displacement Procedure**

- (a) In the case of abolition of positions in the ACUMAE constituency, the University must transfer any employee benefiting from employment security to a new or vacant position within the ACUMAE Constituency providing, subject to paragraph (e) of this article, that the employee can satisfy the normal requirements of that position.

Every effort shall be made by the University to relocate the employee to a permanent position appropriate to the employee's qualifications and interests. The University shall take all necessary measures to facilitate the integration of the employee into the new position, including providing appropriate training and assistance.

- (b) The University shall send to every employee affected by a job abolition ("designated employees"), a copy of all job postings for all ACUMAE positions within the University. The employee shall receive all current postings within ten (10) working days of receiving the notification of the abolition of the position. Thereafter, the University shall send all new job postings at the same time as they are posted and/or forwarded to departments or employee associations. All designated employees shall continue to receive job postings even if they should be placed on a temporary assignment or on a special project.
- (c) The transfer shall be to an ACUMAE position at the same grade level or one (1) grade level higher or one (1) grade level lower and the employee shall not refuse said transfer without valid justification, except that the employee shall be entitled to decline a position which requires the completion of formal educational requirements as set out in paragraph (e) of this article. With the employee's consent, the University may request that the employee consider a transfer to a position rated two (2) or more grade levels higher or lower but the employee shall have the right to decline.

Any temporary assignment (including work surplus or special project) or assignment to a position which is temporarily vacant shall not be for a period greater than six (6) months unless the employee consents.

- (d) Employees shall be given first consideration, prior to posting, for all new and vacant ACUMAE positions, including positions rated at a higher grade level, providing the employee possesses the qualifications, in accordance with Article 12. If an employee meets the qualifications, the employee shall be placed into the position and the position shall not be posted.
- (e) The provisions of Article 12.05 shall be deemed to apply in full. Furthermore, an employee shall be entitled to be placed in a position at a higher grade level, notwithstanding the fact that the employee may not have the educational requirements for that position, if the employee is within one year of acquiring the formal requirements for the position. In such event, the employee shall complete the requirements for the position within twelve (12) months of full-time training or twenty-four (24) months of part-time training, as determined by the University, providing that the employee is able to apply for and register for the course in the semester immediately subsequent to the appointment. In the event that the time limit has expired or that the course is not offered in the said subsequent semester, the delays referred to above shall be extended accordingly. The University shall take all necessary steps to accommodate the employee and facilitate the completion of the said requirements. The cost of any such training shall be absorbed by the University.
- (f) Any employee benefiting from employment security whose position is abolished and who is placed in a position up to two (2) grade levels lower, will be entitled to the compensation and benefits of the abolished position, including all adjustments and increases in salary. Placement in a position rated at a higher grade level than the abolished position shall entitle the employee to an increase in compensation in accordance with Article 14.09. If the employee agrees to be placed in a position more than two (2) grades lower than the abolished position, the placement shall be considered a voluntary transfer and the compensation and benefits shall be adjusted in accordance with Article 14.09.1.
- (g) Any employee benefiting from employment security who without valid justification refuses a transfer to a new or vacant position will be considered as having voluntarily resigned and thus shall receive the benefits set out in Article 15.03.
- (h) An employee whose position has been abolished and who has been transferred to another position, is subject to a trial period of one hundred twenty (120) working days.

- (i) Mid-way through the trial period the immediate supervisor will prepare a written progress report and will hold a formal meeting with the employee to discuss the report. The supervisor shall also prepare a written assessment at the conclusion of the trial period and a copy shall be remitted to the employee.
- (j) If during the trial period the University determines that the employee is unable to meet the normal requirements of the position, the provisions of this Article shall reapply.
- (k) The transfer of an employee to another position pursuant to this section shall not affect the right of the employee to exercise his option under Articles 15.03 (a) (4) and 15.05.1.
- (l) Nothing in this section shall be deemed to restrict the right of the employee at all times to apply for any position posted at the University, including positions rated at a higher grade level and the provisions of Article 12 shall apply in full.

#### **15.05 Limited Duration Employment Security**

Any employee who does not benefit from Long Term Employment Security pursuant to Article 15.01 (a) and who is affected by Article 15.02 will benefit from Limited Duration Employment Security, provided that at the date of the abolition of the position, the employee has two years' continuous service with the University. Continuous service shall be deemed to include service as contract employees. The provisions of Articles 15.03(a) (1) through 15.03 (a) (3) (ii), 15.03 (a) (3) (v) through to 15.03(a) (3) (x), 15.03 (a) (4), 15.03 (a) (5) and 15.04 shall apply.

With respect to tuition waivers:

- (a) employees who, at the time of the abolition of the position have less than five (5) years' service with the University shall be entitled to a tuition waiver for up to one (1) year for regular credit courses towards an undergraduate or graduate degree program or a diploma or certificate program at Concordia and a maximum of two (2) courses in Concordia's Continuing Education Programs at the Computer or Language Institutes;
- (b) employees who, at the time of the abolition of the position have five (5) years' service with the University shall be entitled to a tuition waiver at the Quebec rate for up to ninety (90) regular course credits towards an undergraduate or graduate degree program or a diploma or certificate program at Concordia and a maximum of two (2) courses in Concordia's Continuing Education Programs at the Computer or Language Institutes;

- (c) employees who, at the time of the abolition of the position have seven (7) years' service with the University shall be entitled to a tuition waiver for dependents who are, at the time of the abolition of the position, enrolled at Concordia. The tuition waiver shall be in effect for the number of regular credit courses required in order to allow the dependent to complete the program of studies, or ninety (90) credits, whichever is less.

#### **15.05.01 Severance Option**

The employee to whom Article 15.05 applies may choose, instead of accepting the payments and benefits set out above, to remain an employee of the University for the duration corresponding to the **Total Severance Period**. "Total Severance Period" shall mean the number of months represented by the payments referred to in Article 15.03 (a)(1) and 15.03 (a) (3) i and ii. In that event the Employee shall be considered to benefit from Limited Duration Employment Security and be subject for the duration of the Total Severance Period, to the displacement procedure of Article 15.04.

An employee benefiting from Limited Duration Employment Security may at any time, upon giving a written notice of twenty (20) working days, opt to receive a severance indemnity. The employee shall then be entitled to the benefit of Article 15.03(a) (1) through 15.03 (a) (3)(ii), 15.03 (a) (3) (v) through to 15.03(a) (3) (xii), less all amounts the employee has received by way of salary during the period of Limited Duration Employment Security, and Article 15.05 with respect to tuition benefits.

#### **15.06 Employees without job security**

Any employee who does not benefit from Long Term Employment Security or Limited Duration Employment Security and who is affected by Article 15.02, who has completed his probationary period, but does not have two years' continuous service with the University (and thus is not covered by Article 15.05), will be entitled to receive a lump sum of three (3) months of salary for service at the University of less than one year. For service of more than one year but less than two years, the employee shall receive (6) months salary. Employees governed by this article shall also be entitled to tuition waivers in accordance with Article 15.05 (a).

#### **15.07 Notice of Restructuring**

The University shall inform ACUMAE in writing, at least 10 working days in advance, of the implementation of an administrative reorganization affecting more than one (1) constituent.

**ARTICLE 16**      **Benefits**

**16.01**

Employees of the ACUMAE constituency are entitled to participate in the Concordia University Benefits Program, in accordance with the terms contained therein, including:

- (a) Pension Plan for Employees of Concordia University;
- (b) Concordia Health Care Insurance;
- (c) Long-term Disability Insurance;
- (d) Basic Life Insurance;
- (e) Dental Care;
- (f) Vision Care;
- (g) Accidental Death and Dismemberment Insurance;
- (h) Optional Life Insurance;
- (i) Registered Retirement Savings Plan;
- (J) Optional Dependent Life;
- (k) Access to Employee Assistance Program.

**16.02**

The University will maintain plans (a) to (f) and (k) above for which the cost is borne by the University in whole or in part under the terms and conditions in effect on the date of signing of this Agreement except as may be modified from time to time by the Concordia Employees Benefits Committee.

**16.03**      **Retirement**

Employees have the right to their full University Pension as of the first of the month which coincides with their sixty-fifth (65th) birthday, or the month following it, in accordance with the Plan's rules, regulations as amended from time to time.



**16.04 Post Retirement Benefits:**

- (a) Right to continue to participate in the Concordia Health Care Insurance Plan and vision care;
- (b) Eligibility for health services and athletic facilities as may be available to employees;
- (c) Tuition fee waivers as provided in Article 16.07;
- (d) University library and parking privileges;
- (e) Eligibility for a computer account subject to University regulations governing the use of such accounts.

**16.05 Early Retirement**

- (a) Notwithstanding the provisions contained in Article 16.03, an employee, aged fifty-five (55) or more has the right to take early retirement as of the first of the month which coincides with their date of birth, or the month which follows it, subject to a notice of at least three (3) months.
- (b) In addition to his early retirement pension, an employee who has completed fifteen (15) years of service has the right to receive a lump sum calculated according to his age at early retirement. The amount is determined in the following way:

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

This paragraph does not apply to employees who have benefited from a bridging option pursuant to Article 15.03 (a) (3) (x). Such employees shall not be entitled to such lump sum payment.

- (c) (i) Notwithstanding Article 16.05 (a), should the number of applications in any given fiscal year exceed five (5) percent of the ACUMAE constituency, the University reserves the right to limit the number of early retirement allowances.
- (ii) Employees who are denied early retirement allowance as per paragraph (c)(i) in any given fiscal year shall not be so denied on their next application.
- d) Employees who are on part time leave in accordance with Article 6.12.08 and who opt for early retirement during or at the conclusion of said part time leave shall be eligible to receive the full amount of the lump sum set out in Article 16.05 (b), and for this purpose will be considered as working on a full-time basis.

#### **16.06 Sick Leave**

- a) The purpose of the University's sick leave program is to compensate for the loss of earnings of any employee who is not able to perform his normal duties because of sickness or accident other than an occupational injury. The cost of the program is borne entirely by the University.
- b) Employees who are unable to work due to illness or injury are entitled to paid sick leaves, for periods of up to four (4) months, paid at the equivalent rate the employees would have received had they remained at work.
- c) When disability continues for more than four (4) months, the employees shall be protected by the provisions of the Long Term Disability Insurance Plan.
- d) Successive periods of disability due to the same or related causes, and separated by a return to work of three (3) months or less, are considered to be part of the same period of disability, which means that the benefits will be paid for no more than a total of four (4) months.
- e) Successive periods of disability that are entirely unrelated in cause are also considered to be part of the same period of disability if they are separated by a return to work of one (1) month or less.
- f) As a rule, employees are not required to submit a medical certificate for absences of five (5) consecutive working days or less. However, the University reserves the right to request a medical certificate at any time in cases of recurring absences of

any duration and also to have an employee examined by another physician. The cost of any medical certificate or note requested by the University shall be reimbursed to the employee by the University.

- g) Disability periods of four (4) months or less have no effect on an employee's participation in or eligibility for Group Insurance and Pension Plan benefits to which he is entitled as per this Agreement.

All rights and privileges granted by this agreement shall continue to apply during the periods of paid sick leaves provided for in Article 16.06 (b).

- h) In the event of any absence, the employee has the responsibility to inform his immediate supervisor as soon as possible.
- i) Upon receipt of a medical certificate from the attending physician, confirming that the employee is able to resume his regular work, the University shall reinstate the employee into the position he occupied at the beginning of the sick leave. The position that becomes unoccupied due to a sick leave provided for in the present article is not considered as being a vacant permanent position until thirty-six (36) months have passed. After thirty-six (36) months Article 12 will apply.

#### **16.07 Tuition Waiver**

- (a) Permanent employees and their dependents accepted in and registered for courses given by the University are exempt from the tuition fees for credit courses, such exemption being calculated at the rate established for students who are residents of Québec. For permanent part-time employees, the exemption is prorated to hours worked.
- (b) The expression "courses given by the University" refers to all credit courses. Employees are entitled to French, English and computer courses given by Continuing Education.

The department shall, as much as possible, accommodate the employee's need to attend such courses.

In the event that an employee has repeatedly registered for courses and has repeatedly, abusively and without valid justification, withdrawn or failed to complete same, the University reserves the right to deny a tuition waiver or decline reimbursement of tuition fees. In such an event the employee shall be responsible for the full tuition fees and shall reimburse same to the University, as appropriate.

- (c) For the purpose of this article, the term "dependents" means:
  - (i) a spouse, as defined in Article 2;
  - (ii) the child/children, that is to say any child of the employee, of his spouse, or of both, whether they are financially dependent or not on the employee.
- (d) The following persons are also entitled to a tuition waiver:
  - (i) the spouse and the children of an employee who died while in the employ of the University, as long as the spouse and children of that employee are financially dependent on the proceeds of the estate of the deceased employee;
  - (ii) an employee who has retired from the University;
  - (iii) the spouse and the financially dependent children of an employee who has retired from the University.
- (e) Except as provided for in Article 16.07 (d), the tuition waiver granted to the employee and his dependents applies only for the duration of the employee's permanent employment in the University. This right ceases at the moment the employee terminates his employment with the University, and in such an event the employee becomes responsible, as of the date of termination of employment, for a prorated amount of the tuition fees that had been waived except as provided for in Article 15.

When an employee is laid off, the waiver of tuition remains in effect for the duration of the current academic session.

The employee who at the time of hiring is registered for a course or courses given by the University shall receive an exemption from the tuition fees prorated to the date of hire.

- (f) All rules and regulations of the University applicable to students apply also to employees and their dependents without exception.
- (g) An employee who, in order to complete a program leading to a University degree, must take a course that is not offered outside his regular working hours, may take the course during his regular hours of work, provided that a request is made in advance to his immediate supervisor and that an agreement is reached with him concerning the redistribution of his hours of work.

- (h) The University recognizes that a knowledge of French and English is desirable and agrees to assist employees in acquiring and improving such knowledge. An employee make take, without loss of pay, French or English language courses offered by the University during regular working hours, providing a request is made in advance to his immediate supervisor. The granting of such a request shall not be unreasonably withheld.

### **16.08 Gradual Retirement**

An employee who is at least fifty-five (55) years old, and who has completed ten (10) years of service, may choose to take gradual retirement over a maximum period of three (3) years, such that full retirement will occur at the latest by the first of the month following the date that he reaches sixty-five (65) years of age. The request for gradual retirement must be mutually acceptable to both parties but shall not be unreasonably denied.

### **16.09 Request for gradual retirement**

A request for gradual retirement must be presented in writing to the immediate supervisor at least three (3) months prior to the commencement of gradual retirement.

This request must be accompanied by a signed acknowledgement of retirement at the end of the period of gradual retirement and in any event, no later than the first of the month following the date that the employee reaches sixty-five (65) years of age.

### **16.10 Options for gradual retirement**

- i. As of the starting date of gradual retirement, the University will reduce the employee's workload to 60% of the employee's full workload. During the period of gradual retirement, the employee will receive 75% of the wages he would have received if the workload had not been reduced.
- ii. An employee who is on gradual retirement may apply for a further reduction of workload, to 50% of the full workload. Such a request must be made in writing at least two (2) months prior to the period for which the further reduction is being requested. If the request is granted, the employee will receive 66.6% of the wages he would have received for the full workload. (The request for further reduction in workload shall be accommodated at the discretion of the Employer).
- iii. During the period of gradual retirement, the other conditions of employment (other than salary) provided for in the Agreement remain unchanged. An employee who is a participant in the University benefit plans shall continue to participate in the plans. The Employer's contributions shall be based on the full base salary and coverage in the Registered Plan, the life insurance plan and the long-term disability

plan shall be based on the full base salary of the employee. Should the employee be a contributing employee, the employee's contributions shall be based on full base salary.

- iv. An employee who finishes a period of gradual retirement cannot take advantage of Article 16.05. However, if he takes early retirement during or at the end of the first or second year of gradual retirement, Article 16.05 applies at a rate of 50%.

## **16.11**

A copy of any agreement respecting gradual retirement must be sent to ACUMAE.

**ARTICLE 17**            **Salary Adjustments and Compensation Committee**

**17.01**            **Salaries**

**17.01.1**        **Salary Scales**

- 1) The salary scales applicable as of June 1, 2015 shall be those set out in Appendix G of this Agreement.
- 2) Effective May 31, 2015, all salary scales shall be increased by an initial adjustment of one point five percent (1.5%). It is understood that this is a one-time adjustment to the salary scales and does not represent an increase to individual salaries.
- 3)
  - a) Effective June 1, 2015, all salary scales shall be increased by one percent (1%).
  - b) Effective June 1, 2016, all salary scales shall be increased by one point four percent (1.4%).
  - c) Effective June 1, 2017, all salary scales shall be increased by one point six percent (1.6%).
- 4) Unless otherwise specifically provided, where a salary increase pursuant to any provision of this Agreement results in the maximum of the salary scale for a given classification being exceeded, the amount in excess of the maximum shall be paid to the employee as a forfaitaire, until such time as the maximum stipulated in the salary scales, as increased from year to year, surpasses or is equal to the adjusted salary as established on a yearly basis.

**17.01.2**        **Annual Increases**

- 1) All employees covered by the ACUMAE Agreement shall have their annual salary increased by the percentages set out in Article 17.01.1.3) above, on the dates mentioned therein, up to the maximum of the applicable salary scale, subject however to the provisions of subparagraph 2 below..
- 2) The application of subparagraph 1) above cannot however result in an employee's base salary exceeding the maximum of the salary scale with the exception of Special Exigencies or Long Service Employees noted in Articles 17.01.4 and 17.01.5. Forfaitaire payments will be made for the amounts of salary above the allowable applicable maximum, in equal installments at the regular pay periods. The forfaitaire payments shall be considered as part of base salary for the purpose of pensionable earnings.

### **17.01.3 Progression Increases within Scale Program**

- 1)
  - a) All employees employed on May 31, 2015 shall receive, on June 1, 2015, a progression increase of two point five percent (2.5%), applied after the annual salary increase;
  - b) All employees employed on May 31, 2016 shall receive, on June 1, 2016, a progression increase of two percent (2%), applied after the annual salary increase;
  - c) All employees employed on May 31, 2017 shall receive, on June 1, 2017, a progression increase of one point five percent (1.5%), applied after the annual salary increase;
  - d) Thereafter, all employees employed on May 31 of each year shall receive on June 1 of each year, a progression increase of two percent (2%), applied after the annual salary increase.
- 2) Such progression increase may not bring an employee's base salary above the maximum of the applicable salary scale except in the case of Long Service Employees and Special Exigencies Employees, where the maximum of their salary scales may be exceeded by up to three point five percent (3.5%) and one percent (1%) respectively. This subparagraph 2 does not however apply to employees who have occupied and continue to occupy a pay equity adjusted position.

### **17.01.4 Special Exigencies**

It is recognized that special conditions are sometimes required to address the situation of special skills, market shortages and demands, and other extraordinary employment situations. Nothing in Article 17 shall be deemed to limit the University's right to remunerate employees at a salary exceeding the scale maximums as a result of special exigencies, providing that such salary take fairly into consideration the requirements of Articles 14.04 and 14.09 of this Agreement. When the maximum of the salary scale is surpassed due to special exigencies, the University will provide an explanation to the President of ACUMAE or delegate.

Furthermore, in recognition of the contribution of ACUMAE employees hired prior to May 31, 2006 and who are still active ACUMAE members as of the signing of this Agreement, their salaries will be allowed to exceed the maximum of the salary scales as detailed in Appendix G by up to one percent (1%). This limitation shall not affect employees governed by Article 17.01.5.



### **17.01.5 Long Service Employees**

The salaries of employees who have been employed by the University in an ACUMAE position as of June 1, 1996, and who were considered Long Service as at May 31, 2015, may exceed the maximum of the salary scale by a maximum of three point five percent (3.5%), provided that they remain in their current ACUMAE position.

Forfaitaire payments will be made for increases which result from the application of other provisions of this Agreement which are in excess of this amount.

### **17.02 Retroactivity, Implementation and Review**

The University shall implement all adjustments to compensation due pursuant to this Agreement within 30 days of the signing of this Agreement. The compensation increases shall be paid retroactive to June 1, 2015 to all employees who are employees of the University as at the signing of the Agreement.

Implementation shall proceed as follows:

- 1) Within thirty (30) days of the signing of this Agreement, the University shall provide each employee with a written notice identifying the adjustments and the details thereof; a copy of each said notice shall be sent to ACUMAE;
- 2) All amounts owing to employees pursuant to the implementation of this Agreement shall be paid on the pay period immediately following the date of the notice;
- 3) Employees shall have the right to obtain clarification of the adjustment and changes indicated in the notice;

#### **17.02.1 Employees who have left the University since June 1, 2015**

Employees who have left the University or the Association on or after June 1, 2015 also have a right to salary increases retroactive to June 1, 2015, on the condition that they submit a written request to Human Resources within the ninety (90) days following the signature of the Agreement. In such cases, the University will make all necessary payments within sixty (60) days of the request.

#### **17.02.2 Employees who have Retired since June 1, 2015**

Employees who have retired from the University since June 1, 2015 and who were ACUMAE constituents at the time of retirement also have a right to salary increases retroactive to June 1, 2015. In such cases, the University will make all necessary payments and pension adjustments within sixty (60) days of the signing of the agreement.

### **17.03 ACUMAE Compensation Committee (“ACC”)**

A compensation committee shall be constituted, composed of six (6) members, three (3) members each appointed respectively by the University and by ACUMAE. The ACUMAE members will be selected in accordance with ACUMAE’s internal rules and regulations. The compensation committee shall be appointed within two (2) months of the signing of this Agreement. The members shall serve for two (2) years, which term may be renewable. This compensation committee shall be known as the ACUMAE Compensation Committee (hereafter “ACC”).

In addition to the six (6) persons who shall actively sit and deliberate, the Manager of Compensation (or his equivalent) of the University shall be an *ex officio* member of the ACC and may attend meetings. The Manager of Compensation (or his equivalent) of the University shall however not have a vote, nor shall his presence be necessary to constitute quorum.

The lead negotiator or another member of the negotiating team for the University and for ACUMAE respectively, for the negotiations of the present Agreement, shall be a member of the Committee.

### **17.04 Mandate**

The ACC shall function as a standing committee on issues relating to compensation matters. In this respect, the mandate of the committee shall include the following:

- a) selecting a new job evaluation plan appropriate for the ACUMAE constituency which shall include selecting a new job evaluation tool;
- b) reviewing all ACUMAE positions and job profiles, to assess and determine job classifications and placement within scales to be developed in accordance with the new compensation model;
- c) developing a comprehensive compensation model for all ACUMAE positions which includes: salary scales, salary progression rules, rules for placement within scales and rules relating to performance management. The compensation model shall be designed to ensure internal and external equity and fair and uniform application of compensation policies and practices. Without limiting the foregoing the model shall allow for exceptions or adjustments for certain designated categories of employees where past compensation practices or hiring practices have resulted in inequities;
- d) reviewing systematically, and on an on-going basis, employment trends, University compensation practices affecting the ACUMAE constituency, issues

- relating to internal and external equity, including information obtained or compiled pursuant to Article 14.07 hereof and the fair and uniform application of compensation policies and practices;
- e) recommending adjustments to the compensation model when appropriate;
  - f) addressing all other issues relating to compensation that may from time to time arise.

### **17.05 Timelines**

The ACC must at its first meeting establish a timeline for all of the phases set out in Article 17.04 a), b) and c).

The ACC shall work to completing its mandate as set out in 17.04 a), b) and c) within twenty-four (24) months following the signature of this Agreement.

### **17.06 Meetings**

The ACC shall meet as often it may determine is necessary for the fulfillment of its mandates. With respect to the development of the new compensation model, the ACC shall meet at least monthly between September and April. Following the completion of said mandate the ACC shall meet at least two (2) times a year..

In addition to dates scheduled by the ACC, any member of the ACC may request a meeting of the ACC by giving a written notice to the other members of at least ten (10) working days. The notice shall set forth the agenda or matter to be discussed.

#### **17.06.1 Reduced number of members**

With respect to the mandates set out at Articles 17.04 c) and 17.04 d) hereof, the ACC may determine that it shall sit with a reduced number of members, providing that an equal number represent respectively the University and ACUMAE.

### **17.07 Recommendations – compensation practices and policies**

The ACC shall make such recommendations with respect to the adoption and implementation of compensation practices and policies, including the new compensation model as it considers being beneficial to the University and equitable to employees. Following appropriate approvals from ACUMAE and the University, these recommendations shall be submitted for approval to the President’s Executive Group for consideration.

### **17.08 Mode of operation, resources**

Except for Article 17.05 which is mandatory, the ACC shall itself determine how it will work, what resources it may need and which sources of information it will draw on.

### **17.09 Allocation of resources**

The University shall allocate such resources as are necessary in order to permit the ACC to fulfill its mandate. Without limiting the generality of the foregoing, the University shall take such measures as are appropriate in order to allow the members of the ACC to attend to the work required by its mandate; these measures may include placing members on a special paid leave of absence for a determined period or temporarily reducing or reallocating members' job duties/responsibilities. As appropriate, ACC members may be entitled to additional compensation or a stipend commensurate with their workload.

### **17.10 Jurisdiction**

Save and except as is explicitly set forth in its mandate, the ACC shall not have the power to alter or amend this Agreement.

## **ARTICLE 18            Health & Safety**

### **18.01**

The University acknowledges its responsibility to provide a safe and healthy workplace, to provide facilities, supplies, services, procedures and training required by the *Occupational Health and Safety Act* to protect the health, safety and security of employees as they carry out their responsibilities of employment.

### **18.02**

The official University policies and procedures relating to health and safety apply *mutatis mutandis* to all employees.

### **18.03**

An employee who is victim of a work accident or has contracted an occupational disease shall report it to his immediate supervisor as soon as possible after the occurrence of such accident or disease, and shall complete and sign the University form relating to work accidents and occupational diseases as soon as possible after the incident.

### **18.04**

When an employee is absent from work as a result of a work accident or an occupational disease, as provided for in law, the University will pay the employee his regular weekly salary for a period of four (4) calendar months following the beginning of the absence. The employee will then turn over to the University the compensation received from the *Commission des normes, de l'équité, de la santé et de la sécurité du travail* (CNESST). If the absence exceeds four (4) months the University will continue to pay the equivalent of the indemnity paid by the CNESST and this for the two (2) years following the beginning of the absence. Thereafter, indemnity is undertaken by the CNESST. The terms of this paragraph will remain in effect until the CNESST establishes that: either the employee is able to return to work or that the employee is suffering from a permanent disability, partial or total, preventing him from returning to work.

The employee will benefit equally from the salary increase to which he is entitled.

### **18.05**

- (a) The employee who remains incapable of doing his job because of a work accident or an occupational disease, and is deemed capable of doing another job, is entitled to the first such position, vacant or new, which becomes available.

- (b) If such a position is not available, ACUMAE, the University and the CNESST will meet and discuss a retraining program for the employee concerned in accordance with the law.
- (c) The employee who reintegrates into his position or an equivalent position is entitled to receive the salary and benefits at the same rate and conditions which would have applied had he not been absent.

The employee who takes another job is entitled to receive the salary and benefits associated with the position, taking into account accumulated years of service.

### **18.06**

Upon the employee's return to work, the University reintegrates him into the position he occupied at the moment of her/his departure, or if his position has been abolished or posted, into an equivalent position. However, positions left open as the result of a work accident or an occupational disease for a period exceeding twenty-four (24) months is considered vacant.

### **18.07**

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

The CNESST, upon demand, reimburses the University the salary it paid by virtue of the preceding paragraph, except when the employee is absent from work to undergo a medical exam required by the University.

### **18.08**

As for the rest, the parties are subject to the provisions of the Act respecting Industrial Accidents and Occupational Injuries.

### **18.09**

The University shall advise ACUMAE without delay when an employee is victim of a work accident or an occupational disease, unless the employee objects.

## **ARTICLE 19**

## **Professional Development**

### **19.00**

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

### **19.01 Professional Development Leave**

- a) Professional development leave may be taken to permit pursuit of a program of studies or attendance at activities including study sessions, conferences, congresses, symposia, exchanges, meetings or visits, which have as their purpose the education and/or development of the persons in attendance.
- b) If the professional development leave is on a part-time basis, unless the leave is of significant benefit to the department, division or the University, normally the leave will not involve continuous absence from normal duties and responsibilities in excess of fifty percent (50%) of the hours that would normally have been worked by the employee during an academic year. Professional development leave shall not be unreasonably denied.
- c) Professional development leave may be taken on a part time basis or, if the purposes of the study leave is of significant benefit to the department, division or the University, on a full-time basis.
- d) If the purpose of the professional development leave is of significant benefit to the department, division or the University, the leave shall be granted with full salary, whether the leave is on a part-time or a full-time basis. In such event, the University will reimburse all expenses including tuition and admission fees, costs of books, software and other materials and if the study leave requires travel to another location, costs of registration, travel and lodging.
- e) If the professional development requires part time or full time leave, the application must be accompanied by the applicant's supervisor's written authorization.

### **19.02 Allocation**

At the beginning of the fiscal year, each Department may allocate a percentage of its budget to professional development. This amount shall be distributed as equitably as possible within the Department.

### **19.03**

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

Employees who follow these sessions during regular work hours do not suffer any loss of salary.

### **19.04**

In each Department, the information on the different opportunities of professional development shall be given to the employees at least once a year.

### **19.05**

A Professional Development Committee may be established in each Department where an employee performs duties, and this Committee shall meet at least once a year. The composition of the Committee is the responsibility of the Department, but the Committee must include at least one person from the ACUMAE constituency.

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

The Committee shall allocate funds to professional activities, such as attending conferences, seminars or workshops.

### **19.06**

An employee who benefits from professional development may be requested to provide a written report on the activities undertaken to his immediate supervisor, insofar as possible within thirty (30) days of the completion of the activities.



## **ACUMAE Professional Development Fund**

### **19.07**

In addition to funds made available for professional development by the University for the purposes of professional development set out in Articles 19.00 to 19.06 hereof, the University shall establish an ACUMAE Professional Development Account (APDA) for the purpose of assisting members in pursuing professional development.

Professional development funds discussed in this Article are over and above sums allocated by departments for professional development.

- (a) Within two (2) weeks of the signing of this Agreement and thereafter, on June 1 of every fiscal year, the University shall allocate and disburse into APDA an amount equal to one half of one percent (0.5%) of the *masse salariale* of all ACUMAE members at that date;
- (b) Annually, unspent funds in APDA up to a maximum of two-thirds (2/3) of the amount allocated at the beginning of the fiscal year, shall be retained in APDA to be available for allocation for professional development during the following fiscal year. For the purposes of this calculation, funds forfeited pursuant to Article 19.08 (k) shall be excluded. However, with respect to the academic year during which the Agreement is signed, the full amount of the unspent funds shall be retained in APDA to be available for distribution in the following year;
- (c) Funds available in APDA shall be awarded to ACUMAE members at three (3) predetermined times during the year or more frequently, as determined by the ACUMAE Professional Development Committee;
- (d) At least three (3) times a year the University shall supply ACUMAE and the members of the ACUMAE Professional Development Committee ongoing access to financial reports for the APDA account;
- (e) The amount to be allocated by the University pursuant to paragraphs (a) and (b) hereof shall be in addition to any funds allocated by the University or by departments for professional development;
- (f) It is recognized that the APDA, although it will continue to be managed by the ACUMAE Professional Development Committee until the end of this agreement, may be taken into consideration by the University when developing a strategic institutional professional development plan.

## 19.08

### **The ACUMAE Professional Development Committee and Allocation of APDA Funds**

- a) APDA shall be administered by a committee (ACUMAE Professional Development Committee - "APDA Committee") composed of three (3) ACUMAE members designated by ACUMAE in accordance with ACUMAE's internal rules and regulations and three (3) University administrators to be selected by the University. The APDA Committee shall be constituted and commence its work by no later than one (1) month after the signing of the Agreement;
- b) The members of the APDA Committee shall serve for at least a two (2) year term which may be renewed;
- c) The APDA Committee shall meet at a minimum on three (3) predetermined times during the academic year. In addition, the APDA Committee shall also meet at such other times as may be necessary to consider applications for APDA funding which are made between the predetermined scheduled dates;
- d) Decisions taken by the APDA Committee to award APDA funds for professional development shall be by a two-thirds (2/3) majority;
- e) APDA funded professional development shall be available to employees who at the time of their application have two (2) years or more of continuous service with the University;
- f) To qualify for APDA funded professional development, the purpose for which funding is sought may be an activity described in Article 19.01, or may be an expenditure for, software, publications, equipment rentals or other materials which are related to the applicant's current or future work assignment at the University. The APDA Committee may elaborate further guidelines or define other purposes for which APDA funding may be used;
- g) If the professional development requires part time or full time leave, the application must be accompanied by the applicant's supervisor's written approval;
- h) Priority will be given to employees who have not received APDA funds during the previous three (3) years;
- i) A maximum as determined annually by the APDA Committee will be awarded per request. The APDA Committee may determine other guidelines in order to ensure that APDA funds are allocated as fairly as possible. The APDA Committee may establish a minimum amount for applications to be considered;

- j) APDA funds must be used for the purposes specifically requested and as allotted by the APDA Committee;
- k) Grant recipients must claim and use the APDA funds awarded within one (1) year of the award, failing which the award will be deemed forfeited. In such case, the funds will become available for re-allocation to other applicants in the following fiscal year. These funds will not be included for the purposes of any calculation under Article 19.07 (b). A grant recipient may however request an extension from the APDA Committee under special circumstances. Requests for extensions must be submitted to the APDA Committee in writing not less than sixty (60) days prior to the one (1) year expiration date;
- l) Grant recipients who foresee, for whatever reason, that they will not utilize the funds awarded must notify the APDA Committee as soon as possible and cancel any registrations or reservations made. Failure to do so may jeopardize the employee's right to receive APDA funds in the future;
- m) The University shall supply the APDA Committee members with copies of University expense forms and budget records of APDA funds claimed by grant recipients at the same time as the claims are issued;
- n) Within sixty (60) days of the completion of the professional development activities for which APDA funding was granted, the recipient must submit a written report to the APDA Committee detailing the activities undertaken. A copy shall also be remitted to the recipient's supervisor or Department Chair/Unit Head. Failure to do so may jeopardize the employee's right to receive APDA funds in the future;
- o) Other specific criteria and procedures relating to the application for APDA funding, the distribution of funds and other related matters shall be established by the APDA Committee.

**ARTICLE 20      Terms of Agreement**

**20.01**

This Agreement shall expire **May 31, 2018**, but will continue to apply until a new agreement is signed.

**20.01.1**

Should the University conclude a collective agreement with any non-academic staff union that provides for salary increases after May 31, 2018, the percentage increases granted shall automatically be implemented with respect to ACUMAE employees, notwithstanding that negotiations for a new ACUMAE Agreement may be ongoing. The implementation of such increases shall be without prejudice to nor limit ACUMAE's right to negotiate such higher or additional salary increases, retroactively to June 1, 2018, as ACUMAE deems just and appropriate.

**20.02**

The parties undertake to each constitute a negotiation team and to advise the other party of the composition of the said team by no later than September 1, 2017, for the purposes of negotiating a new Agreement. The parties undertake to thereafter meet and proceed diligently and in good faith with negotiations for the conclusion of a new Agreement.

**20.03**

The Association and the University are free to modify the terms and conditions contained in this agreement by written agreement of the Association's designated officer(s) and the appropriate University officials.

**ARTICLE 21            Reimbursement of Expenses**

**21.01**

Employees will be entitled to be reimbursed as per Article 21.02 for expenses incurred in the performance of their duly authorized duties.

**21.02**

Reimbursement for meals, automobile, accommodation and other travel expenses will be according to guidelines, rules and regulations established by the Chief Financial Officer from time to time.

**ARTICLE 22                            Liaison Committee**

**22.01                    Constitution**

A Liaison Committee shall be constituted, composed of an equal number of persons (not to exceed three) appointed respectively by the University and by ACUMAE, and one alternate member from each side who will sit in the event of any conflict of interest. At least one representative of the Employer shall be at the level of Vice-President or a member of the President's Executive Group. The members shall serve for at least a two (2) year term and, if possible, for the duration of this Agreement.

**22.02                    Mandate**

The Liaison Committee shall consider complaints referred to it pursuant to Article 24. The Liaison Committee shall work in a spirit of cooperation and mutual respect, to facilitate good working relationships between the University and ACUMAE to seek timely resolution of complaints.

**22.03                    Meetings**

The Liaison Committee will meet in accordance with the provisions outlined in Article 24.

**ARTICLE 23**            **Disciplinary Measures**

- (a) The goal of discipline is to allow employees to redress deficiencies in their performance or behaviour. Discipline shall thus be done with a view to permit improvement, rather than to impose punishment. Discipline, as appropriate, shall be progressive.
- (a.1) An employee may be disciplined for just and sufficient cause. Disciplinary measures may only be assessed in writing and shall state the facts giving rise to the measure, the reasons for the imposition of the measure, and, as appropriate, the specific elements requiring correction. A copy of the disciplinary measure shall be remitted or sent simultaneously to ACUMAE, copy to employee file in Human Resources. Only such measures so communicated may be placed in the employee's file in Human Resources or be used as evidence in any hearing.
- (a.2) All disciplinary measures shall be communicated to the employee directly by the employee's immediate supervisor.
- (b) The burden of proof in all matters of discipline rests with the employer.
- (c) A permanent employee may only be dismissed after consultation with the appropriate Vice-President or President, and the Department of Human Resources.

**23.02**

When a supervisor proposes to remit a written disciplinary measure to an employee, the supervisor shall advise the employee at least forty-eight (48) hours in advance, indicating the date, hour and location of the meeting and the purpose of the meeting. The notice must indicate the subject to be discussed and indicate that the employee may have an ACUMAE representative accompany the employee in the meeting. A copy of the notice of the disciplinary meeting shall simultaneously be sent to ACUMAE.

Notwithstanding the foregoing, the University may suspend or terminate an employee without notice in the event of an egregious act where immediate intervention is essential. The burden of proof to establish that immediate intervention is necessary rests with the University. The letter imposing the disciplinary measure shall state the reasons for the immediate intervention and be remitted to the employee with a copy remitted or sent simultaneously to ACUMAE.

**23.03**

A suspension will not constitute a break in service.

**23.04**

Disciplinary measures shall be assessed within ten (10) working days of the event giving rise to the discipline. However, the University may ask ACUMAE for an extension in writing of a further ten (10) working days and such request cannot be unreasonably denied.

**23.05**

A disciplinary measure shall be deemed to have been removed from the file after twelve (12) months when no other disciplinary measure of the same nature has been assessed.

A disciplinary measure which has been rescinded as a result of the complaints process, or otherwise, shall be withdrawn from the employee's file.

**23.06**

An employee has the right, during regular working hours and without loss of salary, with reasonable notice to the Department of Human Resources, to request and consult his personal file which relates to his work at the University, to verify its contents, to add comments to it and to obtain, a photocopy of such file or an electronically transmitted scanned copy thereof. The consultation shall take place in the presence of a representative of the University and the employee may request to be accompanied by a representative of ACUMAE. The employee file contained within Human Resources is the only official file for the purpose of this Agreement.

## **ARTICLE 24            Resolution of Complaints**

### **24.01            General statement**

The parties agree that the well-being of employees and harmonious work relationships are of concern to the University and that it is important that disputes must be dealt with as quickly and fairly as possible.

### **24.02            Complaints**

- (a) Any employee may file a complaint arising out of the imposition of discipline or regarding a disagreement respecting working conditions outlined in this Agreement.
- (b) ACUMAE may file a complaint with respect to the application or interpretation of this Agreement.

Exercise of the procedure set out in this article shall not limit an employee's right to exercise recourse under any of the provisions of the *Quebec Labour Standards Act*, or any other provisions of law.

### **24.03            Informal Resolution**

Nothing in this article shall be considered as preventing an employee, or ACUMAE from discussing a problem with any concerned party before resorting to the formal complaint resolution process.

### **24.04            No reprisals**

An employee who files a complaint or exercises any recourse under this Agreement or under law may not be penalized or suffer any reprisals or be inconvenienced in any manner as a result of the act of filing a complaint.

### **24.05            Employee File at Human Resources**

All documents pertaining to an employee's complaint shall be copied to the Department of Human Resources.

### **24.06            Representation**

The employee may have a representative present during the imposition of any disciplinary measures and throughout all stages of the complaints resolution process.



#### **24.07 Written complaint**

Any complaint filed by an employee, in order to be considered under this process, must be submitted in writing within ten (10) working days of the assessment of discipline or within fifteen (15) working days with respect to the application of any other provision of the Agreement.

The complaint shall specify the alleged breach and the remedy being sought and if a meeting is requested to discuss the complaint.

#### **24.08 Complaints involving termination**

Complaints involving termination shall be submitted directly to the Vice-President (or designate), or if the employee works in the office of a Vice-President, to the President (or designate).

#### **24.09 Employee complaints regarding matters other than termination**

##### **24.09 a) First stage: Submission to supervisor**

Complaints regarding matters other than termination shall be submitted to the immediate supervisor unless the complaint relates to the supervisor or unless the nature of the complaint makes it otherwise difficult or embarrassing for the matter to be brought before the supervisor. In that event, the complaint shall be submitted to the line supervisor immediately above the immediate supervisor.

##### **24.09 b) Requested Meeting**

If a meeting has been requested in the complaint, it shall be held between the employee, ACUMAE and the supervisor within ten (10) working days.

##### **24.09 c) Response**

The Supervisor shall respond within five (5) working days of the complaint or within five (5) working days of the meeting, if a meeting has been requested and taken place.

##### **24.09 d) Second Stage: reference to Dean or Executive Director**

In the event that the employee is not satisfied with the response, the complaint may be forwarded to the Dean/Executive Director (or designate), for review, with a copy to the supervisor. The Dean/Executive Director (or designate) shall respond within ten (10) working days or, if a meeting is convened, within ten (10) working days of the meeting.

**24.09 e) Third Stage: Reference to Vice-President**

If the employee is not satisfied with the response of the Dean/Executive Director, the complaint may be forwarded to the appropriate Vice-President (or designate) within ten (10) working days. The Vice-President (designate) shall respond within ten (10) working days of receiving the complaint from the employee, or, if a meeting is convened, within ten (10) working days of the meeting.

An employee may opt to bypass this stage and request that ACUMAE submit the matter to the fourth stage in accordance with 24.09 f).

**24.09 f) Fourth Stage: Reference to Liaison Committee**

If the employee is not satisfied with the response of the Vice-President (or designate) or if the third stage is bypassed, the employee may request that ACUMAE submit the matter to the Liaison Committee. The decision to refer a matter to the Liaison Committee shall be at the discretion of ACUMAE. In such event, ACUMAE may submit the matter within ten (10) working days of the response of the Vice-President or designate (or Dean/ Executive Director as the case may be).

The following shall apply with respect to complaints referred to the Liaison Committee:

- i. The Liaison Committee shall meet within ten (10) working days of receiving the complaint. The Liaison Committee shall notify the employee, ACUMAE, the immediate supervisor (or another representative of the University, as appropriate) and any other interested parties of the date and place of the meeting at least three (3) clear working days beforehand. The parties shall be allowed to attend the meeting and address the Committee;
- ii. The Liaison Committee shall consider and make recommendations to the appropriate Vice-President or Senior Executive within ten (10) working days following the date of the meeting. The appropriate Vice-President or Senior Executive will submit a response to the Liaison Committee within ten (10) working days of receipt of the recommendation. The response will include a timeline for follow-up action as appropriate.
- iii. The Liaison Committee shall keep a record of all of its deliberations and recommendations and shall provide copies of said deliberations and recommendations to the parties;
- iv. The Liaison Committee shall not have the power to alter or amend this Agreement.

#### **24.10 ACUMAE Complaints**

ACUMAE complaints shall be submitted in writing to the appropriate University administrator with a copy to Employee Relations. If a meeting has been requested, it shall take place within ten (10) working days. The administrator shall respond in writing within ten (10) working days of the complaint or within ten (10) working days of the meeting. If the disagreement is not resolved, the complaint may thereafter be submitted to the Liaison Committee, within ten (10) working days of the response of the administrator. In such case, the procedure set out in Article 24.09 f) above shall apply *mutatis mutandis*.

#### **24.11 Modifications**

The parties may at any time agree to review or modify the provisions of this article.

#### **24.12 Time Limits**

The time limits outlined above must be respected. In the event of a failure to respond within the prescribed delay, the complaint shall automatically proceed to the next step unless the complaint is withdrawn in writing by the employee. The stipulated delays may be extended by mutual agreement in writing.

#### **24.13 Agreement to Dispense with Stage of Process**

The parties may agree in writing to dispense with a stage or stages of the complaints resolution process and proceed to the next stage.

#### **24.14 No loss of pay**

No employee shall suffer loss of pay for any time spent with ACUMAE representatives, with representatives of the University or with the Liaison Committee during regular work hours for the purpose of discussing a complaint. During any stage of the resolution of complaints process, the complainant, the members of the Liaison Committee, the employee(s) who are implicated or any other employee who attends or serves as witness are granted leave, without loss of pay, to attend.

#### **24.15 Technical errors**

A technical error does not invalidate a complaint.

**ARTICLE 25            Employment Equity**

**25.01**

- (a) The University is committed to Employment Equity and to act upon the problem of under-representation of women, aboriginal people, visible minorities and persons with disabilities.
- (b) The University is also committed to a working environment which is free of systemic discrimination and in which the values of equity, non-discrimination and diversity are fostered and promoted.
- (c) It is the goal of the University to achieve a workforce which represents and reflects the many groups in our society. To achieve this, the University will take a proactive approach to the formulation of policies, programs and goals that support the recruitment, selection, promotion and retention of the under-represented groups of employees.

**ARTICLE 26: ACUMAE – University Human Relations Committee (AU-HRC)**

**26.01 Constitution:**

A joint parity committee shall be established comprised of three (3) representatives of ACUMAE and three (3) representatives of the University.

**26.02 Mandate:**

The Committee shall work in the spirit of cooperation and mutual respect:

- a) to provide a forum to enhance communication, facilitate resolution of workplace conflict and address issues of concern to the parties;
- b) to seek the timely correction of conditions which may give rise to misunderstandings or complaints;
- c) to be a forum for the exchange of information.

**26.03 Meetings:**

The Committee shall meet at least once every three (3) months. In addition, either party may call a meeting of the AU-HRC by giving a written notice of at least ten (10) working days to the other members.

**26.04**

The Committee shall not have the power to alter or amend the ACUMAE agreement.

**DURATION of AGREEMENT**


This Agreement shall expire May 31, 2018, but will continue to apply until a new Agreement is signed.


IN WITNESS WHEREOF, the parties have signed in Montreal, this 10<sup>th</sup> day of March, 2017.


Concordia University


The Association of Concordia University  
Management and Administrative  
Employees (ACUMAE)


  
\_\_\_\_\_  
Dr. Alan Shepard  
President and Vice-Chancellor

  
\_\_\_\_\_  
Ms. Miriam Posner  
President, ACUMAE

  
\_\_\_\_\_  
Mr. Roger Côté  
Vice-President, Services

  
\_\_\_\_\_  
Ms. Joanne Beaudoin  
Vice-President, ACUMAE


  
\_\_\_\_\_  
Ms. Carolina Willsher  
Associate Vice-President, Human  
Resources


  
\_\_\_\_\_  
Mr. John Dickson  
Member, Executive, ACUMAE

  
\_\_\_\_\_  
Mr. Daniel Therrien  
Interim Registrar

  
\_\_\_\_\_  
Mr. Dan Parillo  
Member, Executive, ACUMAE

  
\_\_\_\_\_  
Dr. Greg LeBlanc  
Chair, Department of Economics

  
\_\_\_\_\_  
Ms. Kathleen O'Connell  
Member, Executive, ACUMAE

  
\_\_\_\_\_  
Ms. Sonia Coutu  
Executive Director,  
Employee and Labour Relations

  
\_\_\_\_\_  
Mr. Desmond O'Neill  
Member, Executive, ACUMAE

## APPENDIX A

Resolution of Board of Governors - R96-46, May 15, 1996

### Establishment of the Association of Concordia University Management and Administrative Employees (ACUMAE)

Upon motion duly moved and seconded (Howlett, Arbuckle-Maag), it was unanimously RESOLVED:

R96-46 *WHEREAS the Concordia University Non-Academic Staff Association (CUNASA) was established in 1980 to represent the entirety of the non-academic staff of the University, and, in consequence of the progressive unionization of University employees, most of the original members of CUNASA are now covered by specific collective agreements;*

*WHEREAS, on the recommendation of the Office of the Vice-Rector, Institutional Relations and Finance, the non-unionized employees began to meet in September 1994 to discuss options toward restructuring CUNASA to create a new representative organization for those individuals who, for a variety of reasons arising from the particular positions they hold in the University, are excluded from existing unions;*

*WHEREAS, on 18 January 1995, the results of a poll of the members of this group of employees showed the majority agreed to change the name of the organization from CUNASA to Association of Concordia University Management and Administrative Employees (ACUMAE), and to revise its constitution to reflect present conditions;*

*BE IT RESOLVED*

*THAT, on the recommendation of the Personnel Committee, the Board of Governors recognize ACUMAE as the sole and official representative body of the permanent full time, and the permanent part-time, non-unionized employees of Concordia University;*

*THAT membership in ACUMAE be voluntary, and that the Association retain the right, vested in CUNASA, to collect membership fees by payroll deduction from those members who have so authorized; and*

*THAT ACUMAE will endeavour to improve the employment conditions of its members, by conducting regular meetings of the membership; by establishing formal relations with the University administration; by negotiating salary, benefits and working conditions; by securing representation on University-wide bodies; and by ensuring the Association is consulted when policies and procedures affecting its members are established or revised.*





## **APPENDIX C**

### **Letter of intent- Use of Concordia Computing Facilities**

The parties agree to the following concerning the use of Concordia Computing Facilities by The Association of Concordia University Management and Administrative Employees (ACUMAE):

- 1) The University agrees to provide the Association, at the Association's cost, with a connection to the Concordia Computing Facilities as well as with one electronic mail account for the exclusive use of the Association;
- 2) The connection shall be made in accordance with the University's specifications;
- 3) The University makes no warranty, expressed or implied, regarding the resources and facilities provided or their fitness for any particular purpose;
- 4) The Association shall be responsible for the conduct of its members in using the electronic mail account.
- 5) In order to protect the integrity of the facilities against accidents, failures or improper use, the University reserves the right to limit, restrict or terminate the access of any user to these facilities, or the access of any host or equipment to the network, and to inspect, copy, remove or otherwise alter any data, file, or system resources;
- 6) Use of Concordia Computing Facilities by the Association shall be in accordance with the policy on Computing Facilities;
- 7) ACUMAE shall be entitled to benefit from such other more beneficial terms and provisions respecting the use of Concordia Computing Facilities that may be conferred by the University upon other non-academic staff bargaining units at the University.

# **APPENDIX D**

## **Deferred Salary Leave Plan [DSLP]**

This policy applies to all permanent full-time employees covered by the Collective Agreement between Concordia University and the Association of Concordia University Management and Administrative Employees (ACUMAE), and is in addition to the provisions of Article 6.11. It contains certain terms and conditions as to the application of the Deferred Salary Leave Plan.

Participation in the DSLP is subject to the signing of a contract as provided for at the end of the present Appendix D.

### **1. Definitions**

**1.01** “Deferred Period” shall mean a period of not more than five (5) consecutive plan years during which an eligible employee is a participating employee and is not on leave under the DSLP.

#### **1.02**

“Deferred Salary” shall mean the portion of the earnings of a participating employee agreed by the University and the participating employee to be deferred during each plan year of the deferral period.

#### **1.03**

“DSLP” shall mean this Deferred Salary Leave Plan and includes any amendments hereto and modifications hereof.

#### **1.04**

“Earnings” shall mean the gross annual salary received from the University by a participating employee in a plan year before deduction of any amounts, including amounts with respect to income tax, unemployment insurance, pension plans and benefits.

## **1.05**

“Eligible Employee” shall mean any permanent full-time employee covered by the Collective Agreement between Concordia University and the Association of Concordia University Management and Administrative Employees (ACUMAE).

## **1.06**

”Fund” shall mean the trust fund established pursuant to the trust agreement with the Trustee to which deferred salary is paid by the University and from which payments are made to participating employees in accordance with the terms of the DSLP.

## **1.07**

“Leave” shall mean the period of time following the deferral period in which a participating employee is on leave of absence from employment with the University.

## **1.08**

“Participating Employee” shall mean an eligible employee who has applied for and been granted participation in the DSLP.

## **1.09**

“Plan Year” shall mean an eligible employee who has applied for and been granted participation in the DSLP.

## **1.10**

“Trustee” shall mean a trust company incorporated under the laws of Canada or a province.

Words in the singular may be construed to extend to and include the plural and words in the plural may be construed to extend to and include the singular.

## **2. Participation**

### **2.01**

An eligible employee may apply in writing to participate in the DSLP to his immediate supervisor with a copy to the Employee Relations Office three (3) months prior to the date at which the eligible employee wishes to commence participation in the DSLP.

## **2.02**

Approval or refusal of a deferred salary leave will be given to the employee by the University within five (5) weeks of the date 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 Association.

## **2.03**

Participation of an eligible employee, whose application has been accepted, is subject to his written agreement, which shall specify:

- (a) that the eligible employee will participate in the DSLP in accordance with its terms and conditions;
- (b) the deferral period and the plan year;
- (c) the manner in which deferred salary will be held;
- (d) the amount of deferred salary calculated as percentage of earnings; and
- (e) that the eligible employee will return to work for the University for a period as long as the leave, or any other agreement between the parties.

Such agreement must be signed by the eligible employee and returned to the Employee Relations Office with a copy to the immediate supervisor four (4) weeks prior to the date the deferral period is to commence. Upon such agreement, the eligible employee shall become a participating employee. Failing such agreement, the eligible employee shall be deemed to have withdrawn his application to participate in the DSLP.

## **3. Deferred Salary**

### **3.01**

During each plan year prior to the leave, the University will deduct the deferred salary from the participating employee's earnings and pay such amount to the Trustee to be held in the Fund. The deferred salary deduction shall be pro-rated over periodic payments of earnings made to the participating employee in the deferral period. In no case shall the deferred salary exceed thirty-three and a third (33 1/3%) percent of the participating employee's earnings. The product of the deferral period multiplied by the percentage of deduction shall not exceed one hundred (100%) percent.

### **3.02**

The Trustee shall establish and maintain on its books for the Fund a separate account for each participating employee. The Trustee shall hold and invest the deferred salary received in accordance with the provisions of the Trust Agreement. Investments will be made in the Trustee's [type of investment] and shall bear interest at the applicable rates of interest for such accounts.

### **3.03**

Each participating employee has the option of receiving, prior to the end of each calendar year, the income earned on the aggregate amount of the deferred salary which is held by the Trustee in the participating employee's account or of leaving the income to accumulate in the Fund.

### **3.04**

The Trustee shall provide to each participating employee an annual report showing the aggregate of deferred salary held in trust in the employee's account, interest earned therein and payments, if any, made therefrom.

### **3.05**

All amounts held for the participating employee shall be paid to the employee no later than the end of the first taxation year that commences after the end of the deferral period.

## **4. Income Tax**

### **4.01**

The University will make required deductions from a participating employee's earnings during the deferral period computed on the participating employee's earnings during the applicable calendar year less the deferred salary for such calendar year.

### **4.02**

Monies paid to a participating employee during leave will be taxable and will be net of required deductions computed as if the amount of such monies paid out in a calendar year formed part of the participating employee's earnings received in such calendar year.

## **5. Salary and Benefits during Leave**

### **5.01**

The participating employee will be paid the bi-weekly deferred salary held in his or her account in trust.

### **5.02**

During leave a participating employee will:

- (a) continue to accumulate service;
- (b) remain eligible to participate in all University benefit programs, in accordance with the terms contained therein.

### **5.03**

The participating employee is subject to all of the provisions of the present Agreement where applicable.

## **6. Withdrawal**

### **6.01**

A participating employee who, at any time during his participation in the DSLP:

- (a) ceases to be employed by the University; or
- (b) is not working by reason of being on Workman's Compensation or on long-term disability leave, or on a maternity leave extension or other leave of absence without pay; or
- (c) retires or dies;

is deemed to have withdrawn for the DSLP effective as of the moment of the cessation of employment, the beginning of the leave, the retirement or the death.

### **6.02**

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

### **6.03**

Upon withdrawal, pursuant to sections 6.01 and 6.02, the participating employee, of his estate, shall be paid the aggregate deferred salary, in a lump sum or over a period of twelve (12) months, plus accumulated interest, if any, in the participating employee's account in the Fund, within thirty (30) days from such deemed withdrawal of notice of withdrawal, as applicable, had he opted for a lump sum, or starting thirty (30) days from such withdrawal or notice of withdrawal, as applicable, had he opted for spread out payments. This lump sum or these payments will be subject to applicable income tax deductions.

## **7. Postponement**

### **7.01**

The University may request, if necessary, that a participating employee entitled to said leave defer the leave from the agreed plan year of leave. The University shall notify the participating employee of such a requirement at least six (6) months prior to the leave. In the event of such postponement, the University shall pay to the participating employee the amount of any payment, any non-refundable deposit and any other associated costs made by the participating employee towards enrolment in an educational institution. For this purpose, the participating employee shall present to the University official receipts from the institution and elsewhere to support his claim for payment.

### **7.02**

A participating employee may request that the University defer the leave from the agreed plan year of leave. Such requests shall be made by the participating employee at least six (6) months prior to the date at which the leave was to commence. The University may accept requests after such time at its discretion.

### **7.03**

Any postponements shall be:

- (a) for one (1) year only, and
- (b) required or requested only once in respect of a particular participating employee.

#### **7.04**

In the event that a maternity leave occurs during the deferral period, participation in the Plan shall be suspended for a maximum period of twenty (20) weeks.



**DEFERRED SALARY LEAVE CONTRACT**

Agreement entered into

Between

CONCORDIA UNIVERSITY  
(hereinafter designated "the University")

and

---

Surname

Given name

---

Address

---

(hereinafter designated "the employee")

**Duration of contract**

- a) This contract shall come into force on ----- and shall expire on -----.
- b) The duration of the leave shall be ----- that is, from ----- to -----.

**Salary**

During each of the years referred to in this contract, the employee shall receive ----- percent of his salary.

IN TESTIMONY WHEREOF, the parties have signed in Montreal, Province of Quebec,

this ----- day of the month of -----, 19-- or 20--.

---

For the University

---

Employee

# APPENDIX E

## Bridging Options

The present provisions apply to employees who choose a bridging option pursuant to Article 15.03 (a) (3) (x):

1. Employees who choose any of the bridging options set out below will continue to be considered “active” members of the pension plan until age 55;
2. Employees eligible for bridging may opt for an unpaid leave of absence;
3. The maximum duration of the unpaid leave of absence is up to twenty percent (20%) of the employee’s years of service, at the time the option is exercised, for a maximum of five (5) years (“**Bridging Period**”) subject to applicable legislation and to the limitation regarding previous unpaid leaves of absence, mentioned below. Accordingly, to qualify for bridging options, the employee must have the following age and number of years of pensionable service to his credit:

<b>Age at date of abolition of position</b>	<b>Minimum number of years of pensionable service</b>
50	25
51	20
52	15
53	10
54	9*

\* because at least 10 years of pensionable service are required for early retirement, in order to benefit from bridging, employees who are 54 and have 9 years or more (but less than 10 years) of pensionable service, must opt for continuing to make contributions to the pension plan over the bridging period.

If, during the course of the employee’s employment with the University, the employee has already taken an unpaid leave of absence, the period during which the employee may remain on unpaid leave under the provisions of this Appendix, shall be reduced accordingly.

4. Employees may opt as follows with respect to the payment of the severance amount:
  - a. To receive a lump sum payment of full amount of the severance at the beginning of the unpaid leave of absence; or

- b. To receive the amount in question in stipulated instalments on a bi-weekly basis, monthly basis, quarterly basis or other stipulated schedule;
- 5. Employees may opt as follows with respect to contributions to the pension plan:
  - a. To continue to contribute to the pension plan. In such an event both the employee and the University shall continue to make contributions to the employee's pension plan;
  - b. To become a non-contributory member. In such an event the University's contribution to the pension plan shall be in accordance with said plan;
  - c. In the event that contributions are made to the pension plan, the amount of said contributions shall be based on the employee's full salary;
- 6. At the end of the period of unpaid leave of absence, employees become eligible for early retirement and able to benefit from Article 16.05 of the Agreement, save and except that they shall not receive the lump sum payment stipulated at Article 16.05(b) of the Agreement;
- 7. During the bridging period under either option, the employee shall continue to benefit from group insurance plans (save and except short and long term disability) and both the University and the employee shall make the required contributions in respect thereof;
- 8. Employees exercising bridging options shall be entitled to an additional tuition waiver in respect of themselves and all dependents who may be in or accepted into a program of studies at Concordia during the bridging period. The tuition waiver shall be in effect for the number of regular credit courses required in order to allow the completion of the program of studies, or ninety (90) credits, whichever is less;
- 9. Employees exercising bridging option shall otherwise benefit from the benefits set out in Article 16.04 of the Agreement.

## APPENDIX F

### JOB PROFILE TEMPLATE

Subject to job profile templates that may be adopted as part of the compensation model to be developed pursuant to Article 17, or revised thereafter from time to time, the parties agree that all job profiles will be in the following format:

<b>Position Title:</b>
<b>Department:</b>
<b>Organization Code:</b>
<b>Position Code:</b>
<b>Effective Date:</b>
<b>Association:</b>

#### A . OVERALL PURPOSE OF THIS POSITION

**Purpose:**

**Reporting relationship:**

**Accountability:**

**Position scope:**

**Judgment and autonomy:**

**Working conditions and physical environment:**

#### B. MAJOR JOB RESPONSIBILITIES

Major Responsibilities	Importance	Frequency

#### C. DECISION MAKING

#### D. EDUCATION AND EXPERIENCE REQUIRED

# APPENDIX G

## SALARY SCALES

Salary Scale as of May 31, 2015 (+1.5%)

<b>Grade</b>	<b>Minimum \$</b>	<b>Midpoint \$</b>	<b>Maximum \$</b>
<b>G07</b>	<b>43,584</b>	<b>47,078</b>	<b>50,571</b>
<b>G08</b>	<b>47,072</b>	<b>50,844</b>	<b>54,616</b>
<b>G09</b>	<b>50,838</b>	<b>54,912</b>	<b>58,986</b>
<b>G10</b>	<b>54,908</b>	<b>59,309</b>	<b>63,710</b>
<b>G11</b>	<b>59,804</b>	<b>64,597</b>	<b>69,389</b>
<b>G12</b>	<b>64,590</b>	<b>69,766</b>	<b>74,942</b>
<b>G13</b>	<b>70,078</b>	<b>75,694</b>	<b>81,309</b>
<b>G14</b>	<b>76,680</b>	<b>82,825</b>	<b>88,970</b>
<b>G15</b>	<b>82,813</b>	<b>89,450</b>	<b>96,087</b>
<b>G16</b>	<b>89,438</b>	<b>96,606</b>	<b>103,774</b>
<b>G17</b>	<b>96,594</b>	<b>104,335</b>	<b>112,076</b>
<b>G18</b>	<b>104,321</b>	<b>112,682</b>	<b>121,043</b>
<b>G19</b>	<b>112,666</b>	<b>121,696</b>	<b>130,726</b>
<b>G20</b>	<b>121,680</b>	<b>131,432</b>	<b>141,184</b>

**Salary Scale as of June 1, 2015 (+1.0%)**

<b>Grade</b>	<b>Minimum \$</b>	<b>Midpoint \$</b>	<b>Maximum \$</b>
<b>G07</b>	<b>44,020</b>	<b>47,549</b>	<b>51,077</b>
<b>G08</b>	<b>47,543</b>	<b>51,353</b>	<b>55,162</b>
<b>G09</b>	<b>51,346</b>	<b>55,461</b>	<b>59,576</b>
<b>G10</b>	<b>55,457</b>	<b>59,902</b>	<b>64,347</b>
<b>G11</b>	<b>60,402</b>	<b>65,243</b>	<b>70,083</b>
<b>G12</b>	<b>65,236</b>	<b>70,464</b>	<b>75,691</b>
<b>G13</b>	<b>70,779</b>	<b>76,451</b>	<b>82,122</b>
<b>G14</b>	<b>77,446</b>	<b>83,653</b>	<b>89,859</b>
<b>G15</b>	<b>83,641</b>	<b>90,345</b>	<b>97,048</b>
<b>G16</b>	<b>90,332</b>	<b>97,572</b>	<b>104,812</b>
<b>G17</b>	<b>97,559</b>	<b>105,378</b>	<b>113,197</b>
<b>G18</b>	<b>105,364</b>	<b>113,809</b>	<b>122,253</b>
<b>G19</b>	<b>113,793</b>	<b>122,913</b>	<b>132,033</b>
<b>G20</b>	<b>122,897</b>	<b>132,746</b>	<b>142,595</b>

**Salary as of June 1, 2016 (+1.4%)**

<b>Grade</b>	<b>Minimum \$</b>	<b>Midpoint \$</b>	<b>Maximum \$</b>
<b>G07</b>	<b>44,636</b>	<b>48,214</b>	<b>51,792</b>
<b>G08</b>	<b>48,209</b>	<b>52,072</b>	<b>55,934</b>
<b>G09</b>	<b>52,065</b>	<b>56,238</b>	<b>60,410</b>
<b>G10</b>	<b>56,233</b>	<b>60,741</b>	<b>65,248</b>
<b>G11</b>	<b>61,248</b>	<b>66,156</b>	<b>71,064</b>
<b>G12</b>	<b>66,149</b>	<b>71,450</b>	<b>76,751</b>
<b>G13</b>	<b>71,770</b>	<b>77,521</b>	<b>83,272</b>
<b>G14</b>	<b>78,530</b>	<b>84,824</b>	<b>91,117</b>
<b>G15</b>	<b>84,812</b>	<b>91,610</b>	<b>98,407</b>
<b>G16</b>	<b>91,597</b>	<b>98,938</b>	<b>106,279</b>
<b>G17</b>	<b>98,925</b>	<b>106,854</b>	<b>114,782</b>
<b>G18</b>	<b>106,839</b>	<b>115,402</b>	<b>123,965</b>
<b>G19</b>	<b>115,386</b>	<b>124,634</b>	<b>133,881</b>
<b>G20</b>	<b>124,618</b>	<b>134,605</b>	<b>144,591</b>

**Salary as of June 1, 2017 (+1.6%)**

<b>Grade</b>	<b>Minimum \$</b>	<b>Midpoint \$</b>	<b>Maximum \$</b>
<b>G07</b>	<b>45,350</b>	<b>48,986</b>	<b>52,621</b>
<b>G08</b>	<b>48,980</b>	<b>52,905</b>	<b>56,829</b>
<b>G09</b>	<b>52,898</b>	<b>57,138</b>	<b>61,377</b>
<b>G10</b>	<b>57,133</b>	<b>61,713</b>	<b>66,292</b>
<b>G11</b>	<b>62,228</b>	<b>67,215</b>	<b>72,201</b>
<b>G12</b>	<b>67,207</b>	<b>72,593</b>	<b>77,979</b>
<b>G13</b>	<b>72,918</b>	<b>78,761</b>	<b>84,604</b>
<b>G14</b>	<b>79,786</b>	<b>86,181</b>	<b>92,575</b>
<b>G15</b>	<b>86,169</b>	<b>93,076</b>	<b>99,982</b>
<b>G16</b>	<b>93,063</b>	<b>100,521</b>	<b>107,979</b>
<b>G17</b>	<b>100,508</b>	<b>108,564</b>	<b>116,619</b>
<b>G18</b>	<b>108,548</b>	<b>117,248</b>	<b>125,948</b>
<b>G19</b>	<b>117,232</b>	<b>126,628</b>	<b>136,023</b>



# APPENDIX H

## PAY EQUITY SCALES

### Pay Equity Salary Scales at May 31, 2015 (+1.5%)

Grade	Minimum \$	Midpoint \$	Maximum \$
G11A	64,574	69,749	74,924
G12A	70,887	76,568	82,248
G13A	70,888	76,568	82,248
G13B	77,425	83,629	89,833
G14A	77,424	83,629	89,833
G14B	84,185	90,932	97,679
G15A	84,184	90,932	97,679
G18A	105,820	114,301	122,781

### Pay Equity Salary Scales at June 1, 2015 (+1.0%)

Grade	Minimum \$	Midpoint \$	Maximum \$
G11A	65,220	70,447	75,673
G12A	71,596	77,333	83,070
G13A	71,597	77,334	83,070
G13B	78,199	84,465	90,731
G14A	78,198	84,465	90,731
G14B	85,027	91,842	98,656
G15A	85,026	91,841	98,656
G18A	106,878	115,444	124,009

**NOTE:**

In accordance with the ACUMAE Agreement, the June 1, 2015 scales above shall increase by 1.4% and 1.6% on June 1, 2016 and on June 1, 2017 respectively.

Should scales be modified as a result of the pay equity maintenance exercise scheduled for March 2016, the above salary increases shall be applicable to the modified scales. Any such modifications will not impact salary and progression increases provided for in the ACUMAE Agreement, it being understood that all such increases will be maintained.

The listed Pay Equity grades are governed by the *Pay Equity Act* and are included in the present Agreement only as point of reference.

If an employee's position ceases to be considered a pay equity position as a result of the March 2016 pay equity maintenance exercise, the employee occupying that position shall revert back to the status the employee would otherwise have held (regular, long service, special exigencies); the provisions of the ACUMAE Agreement shall apply to general salary and progression increases.

If as a result of the position ceasing to be considered a pay equity position the employee's salary is above his applicable scale, the employee's salary shall be red-circled. The said employee shall thereafter be entitled to all increases or forfaitaire payments provided for in the Agreement.

# APPENDIX I

## PROCESS REGARDING SPECIAL PROJECTS

### Secondments to Special Projects

- Whereas The University may from time to time seek to undertake special projects which may last for more than two (2) years;
- Whereas The University may benefit from the knowledge of University procedures or systems held by some Constituents and may wish to second such employees to a special project;
- Whereas The Parties wish to extend to such employees who are seconded to the special project all the benefits of the ACUMAE Agreement, as if they had remained in the permanent position they held prior to the secondment;

The parties therefore agree as follows:

1. The employee shall maintain for the duration of the secondment, all the conditions of employment which he enjoyed in the permanent position which he held prior to the assignment, and shall return to said position when the secondment to the special project is no longer required;
2. In the event that the employee's permanent position is abolished during the secondment, the provisions of Article 15 will apply once the secondment is ended;
3. The University shall create an ACUMAE position to which the seconded employee will be temporarily assigned. Said position shall be closed when no longer required for the special project;
4. The following shall apply to ACUMAE employees who are temporarily assigned to replace the seconded employee in the original position:
  - a) If prior to the assignment the employee held a position at a lower grade level, the provisions of Article 14.09 shall apply;
  - b) If prior to the assignment the employee held a position at the same or a higher grade level, there shall be no loss of compensation or benefits;

c) The employee shall return to his former position when the seconded employee returns. In the event that the position is abolished during the temporary assignment the provisions of Article 15 shall apply.

5. The following shall apply in the event that the seconded employee's position is temporarily filled by an employee governed by a collective agreement:

- a) The employee shall be included in the ACUMAE constituency and covered by the provisions of the ACUMAE Agreement for the duration of the said temporary assignment;
- b) Upon the return of the seconded employee to the position, the return of the employee to his former position shall be governed by the provisions of the applicable collective agreement;

6. The following shall apply in the event that the seconded employee's position is temporarily filled by an employee who is not subject to paragraphs 4 or 5 hereof or is newly hired for that purpose:

- a) The employee shall be included in the ACUMAE constituency for the duration of the said temporary assignment. The provisions of Article 15: Employment Security and Restructuring, shall not apply to the person filling the vacancy.

The person filling the vacancy shall be terminated upon the return of the seconded employee, in accordance with the Act respecting Labour Standards of Quebec.

# APPENDIX J

## LETTER OF AGREEMENT

Between

THE ASSOCIATION of CONCORDIA UNIVERSITY  
MANAGEMENT and ADMINISTRATIVE EMPLOYEES

(Hereinafter “ACUMAE”)

And

CONCORDIA UNIVERSITY

(Hereinafter the “University”)

(collectively, the “Parties”)

### Re: Defining the ACUMAE Constituency

- Whereas on May 15, 1996, ACUMAE was recognized by a Resolution of the Board of Governors of the University (R96-46) as “the sole and official representative body of the permanent full-time, and the permanent part-time, non-unionized employees of Concordia University”;
- Whereas there is a difference of opinion between ACUMAE and the University as to the nature of the ACUMAE Constituency;
- Whereas ACUMAE has expressed concern over a perception that ACUMAE positions have been converted to contract positions, and excluded, by the University from the ACUMAE Constituency;
- Whereas ACUMAE has further concerns that the foregoing has impacted ACUMAE employees in advancement of their careers;
- Whereas the ACUMAE has raised the matter in negotiations seeking clarity and definitions to be included in the ACUMAE Agreement, notably proposing definitions of the terms “ACUMAE Position”, “Temporary Position”, “Temporary Vacancy” and “Temporary Reassignment” in Article 2 thereof;
- Whereas The parties agree to continue their discussion to implement the recommendations of the ACUMAE Liaison Committee of April 4, 2011,

which stressed the need for “clearly delineated definitions and procedural guidelines for administrative purposes outlining the University’s practices” regarding: “restructuring”, “reorganization”, “reclassification” and “abolishment”;

Whereas the parties are desirous of continuing their discussions on the subject but without delaying the progress of their negotiations on other provisions of the ACUMAE Agreement;

Whereas in the interests of allowing negotiations to continue and conclude, and in consideration of the undertakings contained in the present Letter of Agreement, without prejudice or admission of any kind by either party, ACUMAE has agreed to withdraw the proposals mentioned above regarding changes to Article 2 of the ACUMAE Agreement;

The parties therefore agree as follows:

- 1) The parties agree that the subject referred to in the preamble hereof be referred for further discussion to the AU-HRC (ACUMAE – University Human Relations Committee);
- 2) The AU-HRC shall have the mandate to strike a special *ad hoc* committee to deal with the question and, without limiting the foregoing, to specifically:
  - a) to review contract positions that the University has determined are to be excluded from ACUMAE, notably the nature of the position and other factors that the members of the committee shall deem relevant;
  - b) draft a set of guidelines for the University to consider in making a determination that a given position is excluded from the ACUMAE Constituency;
  - c) in the interests of both the University and ACUMAE and its constituents, to develop and recommend a mechanism that will promote and encourage ACUMAE employees to apply for “contract” positions;
  - d) review and develop clearly delineated definitions of and procedural guidelines for “restructuring”, “reorganization”, “reclassification” and “abolishment”;
- 3) The work of the AU-HRC committee shall commence no later than three (3) months following the signing of the ACUMAE Agreement and shall conclude no later than eighteen (18) months following said date;
- 4) ACUMAE and the University expressly reserve all of their rights.

IN WITNESS WHEREOF, the authorised representatives of the parties have signed, this

\_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.

FOR THE UNIVERSITY

FOR ACUMAE

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