

MEMORANDUM OF AGREEMENT

Between

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

(Hereinafter "ACUMAE")

And

CONCORDIA UNIVERSITY

(Hereinafter the "University")

Subject: Adjustment of salaries and salary scales for the period June 1, 2010 to May 31, 2013.

Whereas the Agreement on Terms and Conditions of Employment for the ACUMAE Constituency (hereinafter the "ACUMAE Agreement") expired on May 31st, 2010;

Whereas as stipulated in the ACUMAE Agreement, the said ACUMAE Agreement has nonetheless continued to apply;

Whereas the parties shall be negotiating the provisions of the ACUMAE Agreement but have agreed, pending the conclusion of said negotiations, to an adjustment of salary scales and salaries for the period of June 1st, 2010 to May 31st, 2013;

WHEREFORE, the parties have agreed as follows:

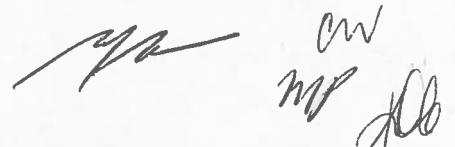
1) Pending the conclusion of negotiations on the provisions of the ACUMAE Agreement, the ACUMAE Agreement shall continue to apply, save and except to the extent specifically modified by the terms of the present Memorandum of Agreement.

2) **Term of the Agreement**

This Memorandum of Agreement shall come into effect on the date of its signature.

a) Clause 20.01.1 is modified to read:

20.01.1 Save to the extent prohibited by law, should the University conclude a collective agreement with any non-academic staff union that provides for

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salary increases after May 31, 2010, 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, 2010, as ACUMAE deems just and appropriate.

b) Clause 20.02 is modified to read:

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, 2012, 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.

3) Salary increases

a) All salary scales are increased retroactively as follows:

- i) Effective June 1st, 2010, all salary scales are increased by one-half of a percent (0.5%).
- ii) Effective June 1st, 2011, all salary scales are increased by three-quarters of a percent (0.75%).
- iii) Effective June 1st, 2012, all salary scales are increased by one percent (1.0%).

Such increase is subject, retroactively to June 1, 2012 to a further increase of up to 0.5% of salaries in effect on May 31st, 2012, as specified in the Quebec "Act to implement certain provisions of the Budget Speech of 30 March 2010, reduce the debt and return to a balanced budget in 2013-2014" (hereafter "Bill 100") modified on June 13, 2011 by the "Act respecting mainly the implementation of certain provisions of the Budget Speech of 17 March 2011 and the enactment of the Act to establish the Northern Plan Fund" (hereafter "Amending Law"). The said further increase of up to 0.5% and all payments and adjustments resulting therefrom shall be effective retroactive to June 1, 2012 and shall be implemented within sixty (60) days of the publication by the governmental authorities of the cumulative increase of Quebec's nominal gross domestic product in accordance with Article 3 of Bill 100 as amended by the Amending Law. For clarity, the total possible increase for June 1, 2012, is to a maximum of 1.5%.

- b) As a consequence, all employees covered by the ACUMAE Agreement shall have their annual salary increased by the percentages described in paragraph 3 a) above, on the same dates, up to the maximum of the applicable salary scale, subject however to the provisions of paragraphs 3 c) and 3 d) below;
- c) Without prejudice to the respective interpretation of the parties hereto of clauses 17.01.2 (Long service Equity adjustment) and 17.01.5 (Special Exigencies) of the ACUMAE Agreement, and with the exception of employees who have occupied and continue to occupy a pay equity adjusted position, in applying the salary increases described in paragraph 3 a) and 3 b) above, the annual salary of employees affected by these articles, may exceed the maximums of the salary scales by three and one-half percent (3.5%) and one percent (1%) respectively.



- d) Employees whose annual salary exceeds or would exceed the maximum of the ~~salary scales or the maximum provided in paragraph c) above, as the case may be,~~ by applying the salary increases described in paragraph 3 a) and 3 b) above, shall receive all or part of the salary increases as forfaitaire payments, as provided in paragraph 17.01.3 1) of the ACUMAE Agreement;

4) Progression

- a) Without prejudice to the respective interpretation of the parties hereto of clauses of the ACUMAE Agreement relating to pay progression, all employees employed on May 31st 2010 shall receive, on June 1st 2010 a progression increase of two percent (2%), applied after the annual salary increase. Similarly, all employees employed on May 31, 2011 and on May 31, 2012 shall receive a progression increase on June 1st 2011, and on June 1st 2012, respectively, of two percent (2%) applied after the annual salary increase.
- b) Such progression increase may not bring an employee's base salary above the maximum of the applicable salary scale or, in the case of employees referred to in Article 17.01.2 (Long Service Equity Adjustment) and 17.01.5 (Special Exigencies) of the ACUMAE Agreement, with the exception of employees who have occupied and continue to occupy a pay equity adjusted position, beyond three and one-half percent (3.5%) and one percent (1%) respectively above the maximum of the applicable salary scale.

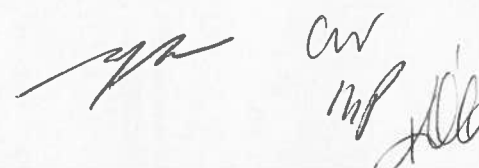
5) Other adjustments

The percentage increases set out in paragraphs 3a) and 3b) above shall also apply, retroactively to all compensation paid, as a percentage of base salary for retirement allowances, maternity/paternity and parental leave top-ups, stipends, additional educational allowances, paid leaves; and for on-call premiums.

6) Persons who have left the employ of the University

Persons who have left the employ of the University since June 1st, 2010 are entitled to the above salary increases, forfaitaires and progression increases, as described in paragraphs 3 and 4 above, for all time worked between June 1st, 2010 and their respective date of termination, inasmuch as they make a written request to that effect to the University's Human Resources department, within ninety (90) days of the signing of the present Memorandum of Agreement;

Such salary increases, shall also apply to lump sum severance payments where such payments were calculated on the basis of salaries in effect during the years 2010, 2011 and 2012.

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7) Persons who have retired

~~Persons who have retired from the University since June 1st, 2010 are entitled to the above salary increases, forfaitaires and progression increases, as described in paragraphs 3 and 4 above, and other adjustments set out in paragraph 5, for all time worked between June 1st, 2010 and their respective date of retirement. The University shall make all necessary payment and pension adjustments within sixty (60) days of the signing of the present Memorandum of Agreement;~~

8) Payment of retroactivity

All retroactive salary adjustments forfaitaires and progression increases as described in paragraphs 3 and 4 above, owed to employees actively on payroll on the date of signing of the present Memorandum of Agreement will be paid within sixty (60) days of the signing of the present Memorandum of Agreement.

Handwritten signatures and initials:
A large signature on the left, the initials "CW" above it, "MP" below it, and "JL" on the right.

IN WITNESS WHEREOF, the authorised representatives of the parties have signed, this
29th day of June, 2012.

FOR THE UNIVERSITY



Carolina Willsher
Associate Vice-President, Human resources



Maurice René de Cotret
Director, Employee and Labour Relations

FOR ACUMAE



Miriam Posner
President, ACUMAE



Kathleen O'Connell
Member, ACUMAE Executive