

LETTER OF AGREEMENT

Between

THE ASSOCIATION of CONCORDIA UNIVERSITY
MANAGEMENT and ADMINISTRATIVE EMPLOYEES

(Hereinafter "ACUMAE")

And

CONCORDIA UNIVERSITY

(Hereinafter the "University")

Subject: Application of paragraphs 17.01.3 3 c) ii) and 19.07 a) of the ACUMAE Agreement for the period June 1st, 2009 to May 31st 2010 Agreement year.

Whereas the parties hereto, in an Agreement signed on February 26th, 2007 (the "ACUMAE Agreement"), had agreed to implement a new compensation model;

Whereas on the date of signing of the present Letter of Agreement the new ACUMAE Compensation Model has not been fully developed or implemented;

Whereas the said Compensation Model was to have addressed, in part, the salary increases that ACUMAE Employees were to receive effective June 1, 2009;

Whereas the ACUMAE Agreement provided that, in the event that the new ACUMAE compensation model was not fully implemented for June 1, 2007, the parties would negotiate percentage salary increases effective June 1st, 2009;

WHEREFORE, the parties have agreed to enter into the present Letter of Agreement:

1. Salary increase

- a) All salary scales are increased by two percent (2%) effective June 1, 2009 and, as a consequence, all employees covered by the ACUMAE Agreement shall have their annual salary increased by two percent (2%) on the same date, up to the maximum of the salary scales, subject however to the provisions of paragraphs 1(b) and 1(c) below;
- b) 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, in applying the two percent (2%) salary increase stated above, the annual salary of employees affected by these articles, may exceed the maximums of the newly adjusted salary scales by three and one-half percent (3.5%) and one percent (1%) respectively.

- c) Employees whose annual salary exceeds or would exceed the maximum of the salary scales or the maximum provided in paragraph b) above, as the case may be, by applying the 2% salary increase described in paragraph 1 a) above, shall receive all or part of the salary increase for the period June 1st, 2009 to May 31st, 2010 as forfaitaire payments, as provided in paragraph 17.01.3 1) of the ACUMAE agreement;

2. Forfaitaire

In addition to the salary increases and forfaitaire payments provided above, all employees shall receive, prorated for time paid for the period June 1st, 2009, to May 31st, 2010, a forfaitaire payment equivalent to nine tenths of one percent (0.9%) of their annual base salary, calculated on the annual salary rate applicable on May 31st, 2009. Such forfaitaire shall be considered as part of base annual salary for the purpose of the Pension Plan

3. Progression

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 2009 shall receive, for the June 1st, 2009 to May 31st, 2010 agreement year, a progression increase of up to two percent (2%), applied after the annual salary increase. Such progression increase may not bring an employee's base salary above the maximum of the salary scale or, in the case of employees covered by paragraph 1 b) above, beyond three and one-half percent (3.5%) and one percent (1%) respectively above the maximum of the salary scale;

4. ACUMAE Professional Development Account

Exceptionally, and for only the period covered by the Letter of Agreement (i.e. June 1, 2009 through to May 31, 2010) the application of 19.07 a) of the ACUMAE Agreement shall be modified to provide that the amount allocated and disbursed into the ACUMAE Professional Development Account (APDA) on June 1st, 2010 shall represent four tenths of one percent (0.4%) of the masse salariale of all employees represented by ACUMAE at that date.

5. Persons who have left the employ of the University

Persons who have left the employ of the University since June 1st, 2009 are entitled to the above salary increases, forfaitaires and progression increases, as described in paragraphs 1, 2 and 3 above, for all time worked between June 1st, 2009 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 Letter of Agreement;

6. Persons who have retired

Persons who have retired from the University since June 1st, 2009 are entitled to the above salary increases, forfaitaires and progression increases, as described in paragraphs 1, 2 and 3 above, for all time worked between June 1st, 2009 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 Letter of Agreement;

7. Payment of retroactivity

All retroactive salary adjustments forfaitaires and progression increases as described in paragraphs 1, 2 and 3 above, set out in this Letter of Agreement owed to employees actively on payroll on the date of signing of the present Letter of Agreement will be paid on December 31st, 2010.

8. All other provisions of the ACUMAE Agreement shall remain in full force and effect. For greater certainty nothing in the present Letter of Agreement shall be deemed to amend or alter the ACUMAE Agreement unless specifically mentioned herein.

IN WITNESS WHEREOF, the authorised representatives of the parties have signed, this 23rd day of November, 2010.

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
Secretary