

LETTER OF AGREEMENT 2024-001

between

Concordia University
(hereinafter the “University”)

and

Concordia University Professional Employee Union (CSN) à
(hereinafter the “Union”)

Collectively the “Parties”

Object: Letter of Agreement 2024-001 Flexible Hybrid Work

WHEREAS the University wishes to offer different working options, including remote work, to its employees in order to promote their well-being and work-life balance;

WHEREAS the Flexible Hybrid Work Guidelines dated, June 1, 2023 provide different modalities regarding hybrid work;

WHEREAS considering the University mission;

WHEREAS hybrid work may not be suitable for all the positions included in the bargaining unit;

WHEREAS the discussion that took place among the Parties during the renewal of the 2021-2023 Collective Agreement;

WHEREAS the nature of work and organizational needs at the university can vary throughout the year;

WHEREAS the parties support employees having access to hybrid work that respects the mission and the operational requirements of the University.

The parties agree as follows:

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

Employees under the Faculties and OVRGS

2. Starting in January 2025, the University will implement a hybrid work model for

employees under the Faculties and OVPRGS with a minimum of 30% of the regular work week being performed remotely on a two (2) weeks basis. The parties understand that flexibility may be required at times to meet operational needs;

3. Starting in the Fall of 2024, the parties will establish a joint working group on hybrid work for employees under the Faculties and OVPRGS;
4. The Parties will share recommendations as to the members of the joint working group as soon as possible, but no later than September 23, 2024;
5. The joint working group will have its first meeting during the week of September 30, 2024;
6. The joint working group is composed of:
 - a. Six (6) representatives of CUPEU, representing each Faculty and OVPRGS, including the president of the union;
 - b. Six (6) representatives of the university, representing each Faculty and OVPRGS, including a representative from human resources;
7. The mandate of this joint working group is to review broadly the inherent obligations of the different roles and functions in relation to the needs and operational requirements of the Faculties and OVPRGS, in keeping with the Flexible Hybrid Work Guidelines.

In doing so, the joint working group will:

- identify additional areas of flexibility that allow for at least 40% of the regular work week to be performed remotely on an annual basis;
 - identify areas or roles where 30% remote work may not be suitable because of the needs and operational requirements;
8. While in effect, the working group will consult the different stakeholders (e.g. managers and employees);
 9. The joint working group will take into consideration the following criteria:
 - a. The needs and operational requirements of the Faculties and OVPRGS units;
 - b. The employee's position and the inherent obligations of the position;
 10. The University shall not refuse a minimum of 30% of the regular work week being performed remotely on a two (2) weeks basis for an employee without a valid reason based on the criteria in article 9 of the present Letter of Agreement;

Employees not under the Faculties and OVRGS (hereinafter the service sectors)

11. Upon request from one of the parties, a joint hybrid work committee for the service sector (i.e. non-Faculty and OVRGS) will meet no later than thirty (30) working days following the request;
12. The joint hybrid work committee is composed of:
 - a. Three (3) representatives of CUPEU, including the president of the union;
 - b. Three (3) representatives of the university, including a representative of human resources;
13. The mandate of this committee is:
 - a. To discuss any permanent changes to the hybrid work model (percentage of remote work) in the service sector;
 - b. To discuss any other subjects regarding hybrid work;
14. Three (3) months prior to the implementation of a change to hybrid work model, the University will provide the following information to the union and the employee(s) concerned:
 - a. the nature of the change to the hybrid work model;
 - b. the reason for the change;
 - c. the expected date of implementation or, if necessary, the schedule of implementation.
15. The decision of the university will be based on the following criteria:
 - a. The needs and operational requirements of the service;
 - b. The employee's position and the inherent obligations of the position;
16. At the latest thirty (30) working days following the receipt of the notice by the Union, the Union can ask the University to meet as part of the joint hybrid work committee;
17. The University shall not change the hybrid work model without a valid reason based on criteria in article 15 of the present Letter of Agreement;

Modification of the Flexible Hybrid Work Guidelines

18. The University recognizes the important value of the employees who are members of CUPEU and their input and is committed to a meaningful consultation with CUPEU before making any significant changes to the Flexible Hybrid Work Guidelines;
19. The University undertakes to consult with the Union before renewing, substantially modifying, or withdrawing the Flexible Hybrid Work Guidelines, all within a minimum period of thirty (30) working days prior to any renewal, modification, or withdrawal;

20. For the purposes of this agreement, a substantial modification means a significant change, notably to eligibility criteria or the rules surrounding the approval and completion process of a hybrid work agreement, or which has direct repercussions on employees;
21. It is understood that the University is committed to a consultation process with the Union, and this commitment to consultation shall not be construed as a waiver of its management rights to determine the terms of remote work in accordance with the Flexible Hybrid Work Guidelines;

General clauses

22. The Parties recognize that in the case of an emergency, the university can modify temporarily the flexible work arrangements in accordance with the Flexible Hybrid Work Guidelines;
23. The University reserves the right to temporarily revoke an employee's eligibility for remote work when issues related to performance, discipline or attendance are identified and discussed with the employee, in keeping with the Flexible Hybrid Guidelines;
24. In the case where an employee benefits from a remote work agreement, Article 20 of the Collective Agreement does not apply;
25. Where an employee benefits from the compressed work schedule, the current Letter of Agreement and the Flexible Hybrid Work Guidelines will apply. For greater clarity, the compressed work schedule does not have the effect to reduce the expected on-campus presence of the employees;
26. The Parties acknowledge the right to disconnect, particularly by respecting the normal working hours of employees unless overtime or on-call has been previously authorized or the position requires sporadic presence outside of the established schedule. It is understood that the employee is not required to use their personal cell phone for work purposes;
27. The present Letter of Agreement is in force on the date of its signature and expires on at the renewal of the next Collective Agreement.

In witness whereof, the parties have signed in Montreal, on September 30, 2024 | 17:14 EDT.

For the University

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Carolina Willsher

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Carolina Willsher

Associate Vice-President, Human Resources

For the Union

Signed by:

Shoshana Kalfon

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Shoshana Kalfon

President, CUPEU

Signé par :

Pierre Claude Bourke

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Pierre Claude Bourke

Manager, Employee and Labour Relations,
Human Resources

Signed by:

Sigmund Lam

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Sigmund Lam

Vice-President, Negotiations, CUPEU