

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**LE SYNDICAT DES EMPLOYÉ(E)S DE SOUTIEN DE L'UNIVERSITÉ  
CONCORDIA – SECTEUR TECHNIQUE (CSN)  
CONCORDIA UNIVERSITY UNION OF SUPPORT STAFF-TECHNICAL SECTOR (CSN)**

**AND**

**CONCORDIA UNIVERSITY**

**IN EFFECT UNTIL MAY 31, 2009**



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

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- 1.01 The purpose of the collective agreement is:
- a) To promote orderly relations between the University, the Union, and all employees covered by the collective agreement in order to ensure equitable and just working conditions;
  - b) To promote the security and welfare of the employees;
  - c) To ensure the assignment and the discharge of duties in a reasonable manner;
  - d) To favour the appropriate mechanisms for the prompt and fair settlement of problems which may suddenly develop between the University and the employees covered by the collective agreement.

## **ARTICLE 2 DEFINITIONS**

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For the purposes of interpreting the collective agreement, the feminine or the masculine includes the feminine and the masculine to the extent that the context permits.

For the purposes of applying the collective agreement, the following terms are interpreted as follows:

2.01 **Employee:**

Means any person employed by Concordia University who is covered by the letter of certification issued by the ministère du Travail, which appears in Appendix "E".

2.02 **Probationary Employee:**

Means any employee who has not yet completed the probationary period provided for in paragraph 9.02 a).

2.03 **Permanent Employee:**

Means any employee who has successfully completed the probationary period provided for in paragraph 9.02 a).

2.04 **Temporary Employee:**

Means any employee who is hired to fill a vacant position which is temporarily vacated by its incumbent.

This employee is laid off when the incumbent is reinstated.

The only provisions which apply to the temporary employee are those outlined in Article 38.

2.05 **Part-time Employee:**

Means any employee who regularly works a determined number of hours, but fewer than or equal to twenty-eight (28) hours a week.

The part-time employee benefits from all the rights and advantages of the collective agreement on a prorated basis according to the number of hours worked.

2.06 **Vacant position:**

Means any position which has been definitively vacated by its incumbent.

2.07 **Promotion:**

Means the movement of an employee from one position to another position which has a higher rate of pay.

2.08 **Transfer:**

Means the movement of an employee from one position to another position which has the same rate of pay.

2.09 **Demotion:**

Means the movement of an employee from one position to another position which has a lesser rate of pay.

2.10 **The Union:**

Means the Syndicat des employé(e)s de soutien de l'Université Concordia – Secteur Technique (CSN) Concordia University Union of Support Staff-Technical Sector (CSN).

2.11 **The University:**

Means Concordia University.

2.12 **The Parties:**

Means the University and the Union.

2.13 **Spouse:**

means either of two persons who:

- a) are married or in a civil union and cohabiting;
- b) being of opposite sex or the same sex, are living together in a de facto union and are the father and mother of the same child;
- c) are of opposite sex or the same sex and have been living together in a de facto union for one year or more

The University and the Union agree that the definition of spouse is in conformity with the definition in Labour standards Act and will take into account any modification to this definition.

2.14 **Staff Complement:**

Staff complement position means an on-going position funded from the University's operating budget.

2.15 **Human Resources Department:**

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

- Employment and Organizational Effectiveness;
- Payroll;
- Employee and Labour relations;
- Compensation;
- Indirect Compensation.

**ARTICLE 3 UNION RECOGNITION AND JURISDICTION**

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3.01 The University recognizes the Union as the sole collective bargaining agent and the only authorized representative for purposes of application and administration of this collective agreement for all employees included in the bargaining unit.

3.02 The tasks usually performed by employees covered by the collective agreement cannot be regularly performed by people outside the bargaining unit as defined by the letter of certification.

3.03 In order to be valid, all agreements subsequent to the signature of the collective agreement among one, several or all of the employees and the University, that modify the collective agreement, must receive the written approval of the Union.

3.04 The collective agreement applies to all employees covered by the letter of certification issued by the ministère du Travail to the Syndicat des employé(e)s de soutien de l'Université Concordia – Secteur Technique (CSN) Concordia University Union of Support Staff - Technical Sector (CSN).

3.05 **Union Office**

The University provides and maintains an office for the exclusive use of the Union furnished with two (2) tables, a desk, chairs and a four-drawer filing cabinet. The Union is responsible for the monthly telephone charges.

3.06 **Meeting Rooms**

The University shall allow the Union use of meeting rooms, without rental fees for the union. The rooms shall be reserved according to normal University procedures.

3.07 **Communications**

The University agrees that the Union may use the internal mail service for mailing its notices to the members.

The University agrees the Union may use the internal email service to communicate either with its members or with the University. To this end, the University assigns an Internet and an email address to the Union. Use of the internal email service by the Union shall be in accordance with the appropriate Concordia policies.

**ARTICLE 4 MANAGEMENT RIGHTS AND OBLIGATIONS**

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4.01 The University has the right and the duty to effectively operate and manage in conformity with its rights and obligations, subject to the provisions of the collective agreement.

4.02 The University will take up the cudgels on behalf of any employee held legally responsible for an act carried out in the line of duty and agrees not to institute any claims against the employee on this account.

**ARTICLE 5 NON DISCRIMINATION**

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5.01 The Union and the University agree that there shall be no discrimination against any employee on the basis of any of the following reasons: age, health, background (mental and physical), social condition, marital status, kinship and partner, mother tongue, nationality, marital status of parents, physical appearance, physical disability, political beliefs, race, religion or absence of religion, sex, sexual

preference, or the exercise of any rights conferred by the collective agreement or the law.

5.02 Hiring practices, job postings, and personnel files used by the University will reflect this position.

5.03 **Discrimination**

A preference or an unjust distinction based on one or more of the reasons mentioned in clause 5.01 constitute discrimination in the sense of the present article.

5.04 **Harassment and Sexual Harassment**

a) Harassment means any unilateral and unwanted behaviour that consists of undue pressure being exerted upon a person for the purpose of either ridiculing him, or humiliating him, or showing disrespect towards him, and that compromises his right to fair and reasonable work conditions, and his right to dignity.

b) Sexual harassment means any unilateral and unwanted behaviour with sexual overtones that consists of undue pressure being exerted upon a person for the purpose of either obtaining sexual favours or ridiculing his physical characteristics, and that compromises his right to fair and reasonable work conditions, and his right to dignity.

The Union and the University recognize that every employee is entitled to work in a climate that is free from harassment and sexual harassment.

**ARTICLE 6 UNION MEMBERSHIP**

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6.01 As a condition of continued employment, employees who are members of the Union at the date of signature of the collective agreement and employees who become members at a later date must remain members of the Union for the duration of the collective agreement, except as stipulated in clause 6.04.

6.02 a) Each new employee must, as a condition of employment, become a Union member by signing a membership card and paying the membership fees set by the Union.

The Union will arrange for the employee to sign a membership card, and will collect the membership fee directly.

b) For the purposes of paragraph 6.02a), a thirty (30) minute meeting is provided in a convenient, confidential location between a new employee and a Union representative. This meeting must take place within thirty (30) days

of the first working day of the new employee. The scheduling of this meeting will be arranged with the immediate supervisor.

- 6.03 The University is not required to discharge or to transfer out of the bargaining unit an employee expelled from the Union or whose admission to the Union is refused. However, such an employee will remain subject to union dues.
- 6.04 Any employee may revoke membership in the Union between the ninetieth (90th) and the sixtieth (60th) day preceding the expiry of the collective agreement.
- 6.05 The University deducts from each employee's pay in each pay period an amount equal to the union dues.
- 6.06 New employees pay Union dues beginning with the first (1st) complete pay period following their date of hire.
- 6.07 The Union advises the University of any modification in union dues at least two complete pay periods prior to the date on which the University implements such a change in the pay.
- 6.08
- a) Every month, the University sends to the Union Treasurer, within a period not exceeding ten (10) working days from the last pay date of the month, the money which has been collected, and an alphabetical list of the names of the employees, the amount deducted from each employee, as well as their department.
  - b) The University indicates on the T4 and Relevé 1 slips the union dues collected from each employee.
- 6.09 All administrative correspondence concerning union dues will be between the University and the Union Treasurer.
- 6.10 Within thirty (30) days of the signing of the collective agreement, the University provides the Union with an alphabetical list of employees in the bargaining unit. The list will contain the following information:
- a) name;
  - b) job class and step;
  - c) position held (title, number and department);
  - d) status (for temporary employees, projected period of hire);
  - e) date of hire;
  - f) birth date;
  - g) gender;
  - h) address and telephone number at work;
  - i) salary rate;
  - j) personal address;
  - k) personal telephone number;
  - l) occupied position if different from c) (title, number and department).

The Union will only use personal address and telephone number information to contact an employee and agrees to keep the information confidential.

- 6.11 The University notifies the Union in writing of any modification to the above list within thirty (30) days of such modification.
- 6.12 Upon written request from the Union and after agreement between the Human Resources Department and the Union, the University provides, within ten (10) working days of receiving the request, all requested information which is pertinent to the bargaining unit.

## **ARTICLE 7 UNION ACTIVITIES**

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### **7.01 General Provisions**

- a) The Parties recognize ten (10) Union representatives and their substitutes. The Union shall decide on the distribution of these representatives and will inform the University as provided in paragraph 7.01 c).
- b) No Union representative leaves his assigned place of work without having made the necessary arrangements with the immediate supervisor. Such consent cannot be withheld without a valid reason.
- c) The Union informs the University in writing of the names and assignments of the employees elected or named to represent the Union. Thereafter, any change to the said list is sent the same way.
- d) It is agreed that each party may request that an advisor or external representative of its choice be present with the regular representatives at meetings between the Parties. The agenda and the names of the participants shall be given at the time that the meeting date is established.
- e) Any union member can be accompanied by a Union representative to a meeting with, or when summoned by, a University representative for any matter relating to the interpretation or application of the collective agreement.
- f) An employee affected by the present article cannot be inconvenienced or suffer any prejudice for his activities.
- g) Any meeting with representatives of the University does not incur any loss of pay for the employee concerned.
- h) The Union may post, in areas agreed upon by the Parties, notice of meetings and other business. Such notices must be clearly identified as coming from the Union.

## 7.02 **Negotiation Committee**

- a) In the twelve (12) months preceding the expiry of the collective agreement, the employees who are members of the Negotiation Committee can be absent from their work without loss of pay for the purpose of preparing the collective agreement project. The days and hours used for these ends are taken from the bank provided in paragraph 7.08 a).
- b) For each negotiation, mediation or arbitration meeting, the University grants the Negotiation Committee leave without loss of pay.
- c) Members of the Negotiation Committee may, if they so desire, defer to after the signing of the collective agreement their vacation accumulated in the twelve (12) months preceding the expiry of the collective agreement, as well as those accumulated up until the signing of the collective agreement, to a maximum of ten (10) days.

## 7.03 **Grievance Committee**

- a) The University agrees to recognize a Union Grievance Committee composed of three (3) people, one of which is the Union representative of the employee or employees concerned.
- b) In order to conduct their inquiry, members of the Grievance Committee, after having informed their respective immediate supervisors, are entitled to a reasonable length of time without loss of pay, to inquire into each grievance and/or prepare a meeting with the University. They have access, if necessary, to that part of the building in which the grievance has allegedly taken place, in order to make an inquiry, on location, into the circumstances which gave rise to the grievance.
- c) The University agrees to meet the Grievance Committee on request at a time and place agreed to by the Parties.

## 7.04 **Executive Committee**

The Union Executive Committee is made up of five (5) employees. For the purpose of administration of union business, the Executive Committee, respecting the provisions of this article, may free one or more of its members to a maximum of two (2) days per week per person freed.

The Union will forward to the Human Resources Department information regarding these leaves at least ten (10) working days prior to the beginning of the fall session.

The days and hours used for these ends are taken from the bank provided in paragraph 7.08 a).

7.05 **Union Council**

- a) The Union Council is made up of all the Union representatives and the members of the different committees provided for in the collective agreement.
- b) The employees who are members of the Union Council are entitled to be absent without loss of pay to attend Union meetings. In such cases, a Union representative will advise the Human Resources Department at least seven (7) working days before the meeting. The days and hours used for these ends are taken from the bank provided in paragraph 7.08 a).

7.06 **Labour Relations Committee**

- a) The Parties agree that the purpose of the Labour Relations Committee is to discuss and resolve, if possible, all matters of concern to the Parties. To this end, the Parties meet to exchange information and to engage in discussions to find solutions to issues related to working conditions.
- b) The Committee consists of six (6) people, three (3) of whom are nominated by the Union and three (3) by the University. Each party will designate a person to chair the meetings on an alternating basis.

The Committee meets at the request of either party at a mutually acceptable time and place, within seven (7) days of the request. Each party will advise the other in advance of the items it wishes to include on the agenda as well as of the names of the employees it finds necessary to ask to attend the meeting.

A report of each meeting is prepared and signed by the person designated to chair the meeting and is distributed to the Parties normally within five (5) days after the meeting.

When the person designated to chair the meeting is from the Union, he benefits from a period of time without loss of pay to prepare the meeting report. This period is equal to the length of the meeting. These hours are not deducted from the bank at paragraph 7.08 a).

- c) The Committee does not have the power to alter or amend the collective agreement.
- d) Before each meeting of the committee, the Union representatives are given leave for one (1) hour without loss of pay to prepare their dossier.
- e) The University informs the Union in writing of the names of its representatives on the Labour Relations Committee as well as any modifications which might occur.

**7.07 Health and Safety Committee**

The University recognizes four (4) representatives of the Union concerning health and safety issues. One of these representatives will be recognized as a member of the Central Advisory Health and Safety Committee and any other health and safety committee which may be formed in the future.

**7.08 Union Representation**

The Parties recognize that, in order for Union representatives to fulfill their responsibilities towards the employees in the best way possible, leaves for union activities are necessary, and shall be granted as follows:

- a) The University provides the Union with a bank of sixty-nine (69) days or four hundred and eighty three (483) hours per fiscal year for union activities. The fiscal year being from June 1st of the current year to May 31st of the following year.
- b) The Union provides the immediate supervisor, with a copy to the Human Resource Department, the information concerning leaves for union activities, and this, in principle, seven (7) working days prior to the absence.
- c) When the entire allotment of days provided for in paragraph a) has been used, any further absences are absences without loss of pay, but with reimbursement by the Union within the fifteen (15) working days following billing by the University.
- d) The above mentioned provisions apply to all leaves for union activities with the exception of those found in clauses 7.03, 7.06 and 7.07.

**7.09 Leave for Full-time Union Activity**

- a) Upon written notice from the Union, the University grants leave without pay, to not more than one (1) permanent full-time employee for union service either as an employee, or as an elected official, within the Confédération des Syndicats Nationaux (CSN) or one of its affiliated bodies.
- b) The notice carries the name of the employee, the nature and probable length of the absence and must be forwarded to the Human Resources Department, as a rule, thirty (30) days prior to the absence.
- c) The University agrees to grant the leave without pay unless, due to particular circumstances, it would be impossible to do so without seriously affecting the normal operations of the department where the employee concerned works.
- d) If the employee who is granted leave holds a non-elected position, he must return to work within twenty-four (24) months of the beginning of his leave,

failing which, he will be considered as having resigned at the beginning of his leave.

- e) If the employee on such leave holds an elected position, he receives a leave without pay equal in length to his term of office; this leave without pay may be renewed once, for a total of two (2) terms, in the event of a re-election.
- f) An employee on such leave does not have a right to the benefits of the collective agreement except the pension plan and the group insurance plan to the extent such plans so allow. In such event, the cost of the premiums will be paid entirely by the employee.
- g) The employee granted such leave must give the University a written notice of his intent either to return to work or to stand for re-election at least thirty (30) days before the end of his first term of office. Upon his failure to return to work at the end of the term of office provided for in paragraph 7.09 e), he is considered as having resigned at the beginning of his leave.
- h) Upon his return to work the University reinstates the employee into the position he occupied at the moment of his departure, or if his position has been abolished into an equivalent position.
- i) The employee granted leave by virtue of the present clause will continue to accumulate seniority for a maximum of twenty-four (24) months; seniority is thereafter maintained but does not accumulate.

## **ARTICLE 8 GRIEVANCE AND ARBITRATION PROCEDURES**

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8.01 The Parties agree that a grievance shall be any disagreement as defined in the Labour Code; that is, any disagreement respecting the interpretation or application of the collective agreement.

The Parties agree that they shall endeavour to settle a grievance as promptly as possible.

8.02 The Parties agree that it is preferable to resolve any problems by way of discussion between the persons concerned prior to filing a written grievance. To this end, the employee, accompanied by a member of the Grievance Committee if he so wishes, may discuss a potential grievance with the immediate supervisor.

8.03 In all cases of grievance, the University and the Union agree to use the following procedure:

- a) Any grievance (whether an individual, a collective or a Union grievance) is submitted directly to the Human Resources Department, (i.e the Employee and labour Relations unit) with a copy to the immediate supervisor and to the Union,

within thirty (30) working days of the incident or awareness of the incident which gave rise to the grievance.

- b) At the request of either party, a meeting between the grievance committee and the University may take place within the fifteen (15) working days following the filing of a grievance.
  - c) The University must render a decision in writing within thirty (30) working days of their reception of a grievance.
- 8.04 The Union may file a grievance on behalf of an employee, a group of employees or all of the employees. In such a case, the Union must follow to the procedure provided for in clause 8.03.
- 8.05 A grievance is presented either in French or in English, and contains a summary of the facts written in such a way as to be able to identify the problem raised, as well as the redress sought and, as an indication, the article or articles in the collective agreement which is(are) concerned.
- 8.06 An employee who files a grievance must not in any way be penalized or inconvenienced as a result.
- 8.07 The discussions between the Parties concerning a grievance are held between the members of the grievance committee and the representatives of the University designated for this purpose. Nevertheless, the Parties may invite other people to participate in the discussion, with a reasonable delay given to the other party.
- 8.08 The employee who files a grievance has a right to be present at all stages of the grievance and arbitration procedures. However, the final decision on the ruling of a grievance will take place between the members of the grievance committee and the authorized representative(s) of the University.
- 8.09 No employee shall suffer loss of pay for any time spent with representatives of the University or with members of the grievance committee during regular work hours for the purpose of discussing a grievance.

During an arbitration hearing, the members of the grievance committee, the grievor, the employee(s) who are implicated or any other employee who serves as a witness are granted leave, without loss of pay, to attend.

Any meeting regarding a grievance between members of the grievance committee and the employees implicated in the grievance shall be held in a confidential location. The time and reasonable duration of the meeting must be agreed to with the immediate supervisor.

Moreover, a period of three (3) hours without loss of pay is granted to employees referred to in the present clause within the two (2) weeks preceding the arbitration hearing.

- 8.10 Having completed the procedure provided in 8.03, the Union may submit the grievance to arbitration by informing the Human Resources Department (i.e. the Employee and Labour relations unit) within thirty (30) working days following the expiry of the delay provided for in paragraph 8.03 c).
- 8.11
- a) Unless otherwise agreed to by the Parties, all grievances are heard before a single arbitrator.
  - b) The Parties or their representatives must try to agree on the choice of an arbitrator. Should agreement not be reached, one of the Parties will request that the arbitrator be named by the ministre du Travail.
  - c) The jurisdiction of the arbitrator is limited to conditions established in the collective agreement and in no case does the arbitrator have the power to modify the collective agreement in any way. The decision of the arbitrator is final and binding on the Parties.
  - d) The fees and expenses of the arbitrator shall be divided equally between the Parties.
- 8.12 A technical error does not invalidate a grievance.
- 8.13 At any stage of the grievance and arbitration procedures, upon failure of either party to respond or to proceed to the next step within the time limits stipulated above, unless it has been mutually agreed in writing to modify them, a grievance is deemed to have been settled in favour of the other party.
- 8.14 In the case of a resignation, the arbitrator may take into account the circumstances surrounding the resignation of an employee and the validity of the consent.

## **ARTICLE 9 SENIORITY**

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- 9.01 **Calculation and Acquisition of Seniority Rights**
- a) For the permanent full-time employee, seniority is accumulated on the basis of continuous service as a member of the bargaining unit.
  - b) For the permanent part-time employee, seniority is accumulated prorated to hours of his weekly regular schedule. For the purpose of these calculations, one (1) day is equal to seven (7) hours and one (1) year is equal to a thousand eight hundred twenty seven (1827) hours.
  - c) In all cases, seniority is acquired for any permanent employee, when he has completed his probationary period, retroactively to the date of hire.
  - d) Notwithstanding paragraph 9.01 a), when an employee who has already been employed by the University on a permanent full time basis becomes covered

by the present bargaining unit, seniority and continuous service previously acquired are recognised for the calculation of vacation and other benefits.

- e) The temporary employee accumulates seniority on the basis of hours worked or considered as having been worked, subject to paragraph 9.04 c), and the time off to which he is entitled.

However, this seniority cannot be used in opposition to that of a permanent employee as long as the employee has the status of a temporary employee.

- f) The temporary employee who obtains a position in conformity with Article 12 is credited with the seniority accumulated as a temporary employee once his probationary period has been completed.

However, only seniority accumulated as a permanent employee can be considered as seniority or active service for purposes of employment security.

## 9.02 **Probationary and Trial Period**

### a) Probationary Period

1. The probationary period for a new employee is sixty (60) days worked. However, the Parties may agree in writing to extend a probationary period by a maximum of an additional sixty (60) days worked. The Parties recognize that during the probationary period, the employee shall receive appropriate assistance and training in order to facilitate adaptation to his position.
2. The new employee whose services are no longer required during the probationary period is entitled to a written notice of five (5) working days or one (1) week's salary if there is no notice.
3. Probationary employees have access to the grievance and arbitration procedure except in the case of lay-off and firing.
4. Any new employee, as well as any employee who held the status of temporary or seasonal employee, and who has accumulated at least one hundred (100) hours of pertinent experience, shall have deducted one hundred (100) hours from his probationary period.

### b) Trial Period

1. Any employee who obtains a promotion or a transfer in accordance with Article 12 is entitled to a trial period of sixty (60) days worked.
2. During the trial period, the employee continues to benefit from all rights and privileges of the collective agreement.

3. The Parties recognize that during the trial period the employee must receive appropriate assistance and training in order to facilitate adaptation to his new position.
4. If, during the trial period, the University considers that the employee is incapable of satisfying the normal requirements of the position, or if the employee advises the immediate supervisor in writing within the first twenty (20) days of work of his trial period that he does not wish to remain in the position, the University reinstates said employee in his former position without prejudice as to rights acquired in his former position. In the case of a grievance, the University has the burden of proving that the employee is incapable of satisfying the normal requirements of the position.

**9.03 Accumulation of Seniority Rights**

An employee continues to accumulate his seniority during any absence provided for in the collective agreement, or in the application thereof, or otherwise authorized, for the duration of the absence, with the exception of the following cases:

- a) In the event of a leave of absence without pay provided for in clause 24.01 seniority ceases to accumulate after a period of twelve (12) months.
- b) In the event of an absence due to a work-related accident or an illness or an accident, an employee accumulates seniority for a maximum of twenty-four (24) months.

**9.04 Loss of Seniority Rights**

An employee loses his seniority rights and his employment shall be considered as terminated when:

- a) he voluntarily terminates his employment with the University;
- b) he is dismissed, unless the dismissal is cancelled as a result of the grievance and arbitration procedures;
- c) he is laid off for a period exceeding twenty-four (24) months;
- d) he retires;
- e) he fails to return to work within ten (10) working days following receipt of a registered letter recalling him to work following a layoff. This ten (10) day delay may be extended by agreement between the Parties.

9.05 **Seniority List**

- a) The seniority list of permanent employees remains posted for the duration of the collective agreement. The University agrees to update this list every twelve (12) months.

This list includes the surname and name, date of hire, the position, the job class and the status (on probation or permanent) of an employee, whether he is full-time or part-time, and his seniority calculated in accordance with the present article.

- b) Any dispute concerning the seniority of an employee is submitted in writing, within two (2) weeks of the posting to the Human Resources Department. The latter and the Union representative of the sector concerned shall enquire into all disputes and shall make all the necessary corrections to the seniority list. In the event of a persisting disagreement, a grievance shall be submitted in accordance with the grievance and arbitration procedures.
- c) Any error not detected during the period for dispute may be contested later through the above procedure. However the University shall not be held liable for any actions taken based on seniority lists prior to the date of dispute.

9.06 **Recall List**

This list includes the names of all employees laid-off as well as their status and seniority.

**ARTICLE 10 EMPLOYMENT SECURITY**

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- 10.01 An employee acquires employment security after twenty four (24) months of service as the permanent incumbent of a position in the staff complement.

Notwithstanding any other provisions of the collective agreement, and subject to Article 15, employees benefiting from employment security cannot be discharged, laid off, fired or dismissed and therefore shall remain in the employ of the University, without reduction in pay, and without delaying progression in their salary scale and continue to benefit from all the provisions of the collective agreement.

- 10.02 In the event positions are abolished, the following procedure applies:

- a) The employee with the least seniority in the department affected is advised in writing that his position is abolished. A copy of this notice is forwarded to the Union at the same time;

In departments where there are more than one specialization, the employee who has the least seniority in the specialization concerned shall see his position abolished.

- b) Any employee who is the object of an abolition of position must receive at least two (2) months' advance notice.
- c) The employee whose position is abolished and does not exercise the provisions of clause 10.03 must accept:
  - 1. to fill a temporarily vacated position if he can satisfy the normal requirements of the position;
  - 2. to take on a work surplus;
  - 3. to take on a special project;
  - 4. to agree to retraining in agreement with the University.

As long as the employee affected by the provisions of the present article does not become the incumbent of a position in the staff complement, he is considered as having applied for every vacant position in the same job class, within the bargaining unit, for which he has the qualifications to meet the normal requirements of the position.

10.03 Any employee affected by the provisions of the present article may choose not to exercise his rights and resign. In this case, he shall benefit from a separation indemnity equivalent to one (1) month of salary per year of seniority up to a maximum of twelve (12) months.

10.04 **Recall to Work**

- a) The recall list includes the names of all employees laid-off.
- b) Before recalling an employee on the recall list, the University must offer a temporary position to a permanent employee who has employment security and whose position has been abolished. This permanent employee must have the qualifications to meet the normal requirements of the position to obtain said position.

Should the temporary position not be filled by a permanent employee with employment security whose job was abolished, the temporary position is then offered to the employees on the recall list, in order of seniority, regardless of their status, as long as they have the qualifications to meet the normal requirements of the position.

- c) A permanent employee who occupies a temporary position maintains and accumulates all the rights and privileges of the collective agreement previously acquired.

- d) The permanent employee whose name appears on the recall list is considered to have applied for all vacant or newly created positions in conformity with Article 11. If, in such a case, the employee obtains a position in a lesser job class, he maintains the pay rate of his previous position.
- e) The permanent employee on the recall list who obtains a position in conformity with Article 12 preserves his permanent status.
- f) Unless otherwise stipulated, the recall to work is done by telephone. The University will keep a log of the employees called. An employee accompanied by a Union representative may consult the log during normal office hours. If an employee cannot be reached after three (3) calls, the University telephones the next person on the list and so on.
- g) If an employee cannot be reached after three (3) consecutive recall attempts, the University sends a registered letter to the last known address. If the employee does not confirm his availability in the two (2) weeks that follow the receipt of the letter, his name is removed from the recall list.
- h) Within thirty (30) days of the signature of the collective agreement, the University will provide the Union with the recall list of employees affected by this article. Thereafter, the list is updated and forwarded to the Union every three (3) months.

10.05 Any permanent employee subject to a layoff must receive an advance notice of at least one (1) month. The University sends temporary employees subject to a layoff a two (2) weeks' notice indicating the date of the layoff.

10.06 The Union receives a copy of all letters sent by the University to the employees affected by the present article.

## **ARTICLE 11 JOB POSTING**

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11.01 When a position becomes vacant, the University has thirty (30) working days to decide to abolish or to modify the position. Should the position be abolished or modified, the University will inform the Union in writing of the decision within thirty (30) working days of the date the position became vacant.

11.02 a) Notwithstanding clause 11.01, for the purposes of this article, the University will post vacant positions within thirty (30) working days of the position becoming vacant and this for a period of ten (10) working days. A copy of the vacancy notice must be sent to the Union at the same time.

b) Employees who wish to apply for a position must do so during the posting period.

- c) The posting includes:
- the title of the position and the job class;
  - the title of the immediate supervisor;
  - a brief description of duties;
  - the required qualifications;
  - the department;
  - the salary scale;
  - the work schedule, should it be out of the ordinary;
  - the posting period and the expiry date of the posting.

## **ARTICLE 12 MOVEMENT AND SELECTION OF PERSONNEL**

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- 12.01 a) During the selection of an employee to fill a position posted in accordance with clause 11.02, the University must grant the position to the candidate from the bargaining unit who has the most seniority as long as he has the qualifications to satisfy the normal requirements of the position.
- b) The University is not obliged to post a vacant position a second time when:
1. the vacant position was first filled by a person from outside the bargaining unit who left the position within the first three (3) weeks of his probationary period;
  2. the vacant or newly created position is filled by an employee from within the bargaining unit who returned to his old position within the first twenty (20) working days of his trial period. The University then proceeds with a second choice among the candidates who applied in accordance with the provisions of clause 12.01.
- c) An employee who applies for a position and who withdraws his application or who refuses the position shall not suffer any prejudice concerning any future applications.
- d) In filling a position with an employee from the bargaining unit, the University designates the employee in the twenty (20) working days following the end of the posting period. This designation is done by giving the employee concerned a written notice with a copy to the Union.
- e) When an employee is promoted or transferred, he is assigned to his new position in the twenty (20) working days following the moment he was designated. The employee receives, in the ten (10) working days he has been assigned, the salary scale of his new position.
- f) In filling a position by a person from outside the bargaining unit, the University informs the Union of the name of the new-hire and the position

which he has obtained, at the latest thirty (30) days after the end of the posting period.

- g) If the position is not filled following the first posting, the University posts the position again, both internally and externally, for a period of forty (40) working days. The University informs the Union of its choice for the position or of the hire at the latest thirty (30) days after the end of the posting period.
- h) If the position is not filled by the provisions described above, it stays open until it is filled.

12.02 In the case of a grievance concerning paragraph 12.01a) the burden of proof at arbitration rests with the University.

12.03 **Temporary Assignment**

- a) There is no obligation on the part of the University to fill a position which is temporarily vacated.
- b) If a position temporarily vacated is to be filled, it will be posted in the department for a period of five (5) working days and filled by the permanent employee with the most seniority in the department who has the qualifications to meet the normal requirements of the position.

This same departmental process may be used to replace the employee chosen for a temporary assignment.

The posting will include the information provided for in paragraph 11.02 c) as well as the duration of the temporary assignment.

- c) If no employee of the department accepts the temporary assignment or has the qualifications to meet the normal requirements of the position, the position is posted in accordance with the provisions of clause 11.02 and filled using the procedure provided for in clause 12.01.
- d) The home department of the temporarily assigned employee is only expected to release the employee for the initial period indicated on the posting.
- e) The University gives written notice to the temporarily assigned employee with a copy to the Union, stating the length of the temporary assignment, the position to which the employee is assigned and the corresponding salary.
- f) At the end of the temporary assignment, the employee returns to his former position. In the event of abolition, clauses 10.02 and 10.03 will apply or the employee will be placed on the recall list.
- g) The employee who obtains a temporary assignment is subject to the provisions of paragraph 9.02 b).

- h) The employee who obtains a temporary assignment will receive the same salary to which he would be entitled if filling the position on a permanent on-going basis.
- i) Notwithstanding paragraphs 12.03 a) and b) the University may decide to divide the duties among the employees of the department and pay them a stipend. The University will advise the Union in writing of its decision, of the method of calculation and of the amount of the stipend.

## **ARTICLE 13 OCCUPATIONAL HEALTH AND SAFETY**

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13.01 The University agrees to respect the appropriate laws and regulations on conditions of health and safety at work.

The University is responsible for the security and well-being of the employees covered by the collective agreement. It must provide all the means to ensure their personal safety while they are carrying out their duties or are engaged in activities connected with the University and/or their work.

13.02 The policies and procedures relating to health and safety of the University apply to all employees.

13.03 The University ensures that an up-to-date copy of the policies and procedures relating to health and safety be available on its web site. A copy of these policies and procedures is forwarded, upon request, to any employee who does not have access to the Internet.

13.04 Any person representing the Technical Support Staff on a "health and safety sub-committee", in a given Department, as provided under rules VRS-40 to 49, benefits from all the rights provided under chapters IV and V of the Health and Safety Act.

## **ARTICLE 14 SUB-CONTRACTING**

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- 14.01
  - a) The assignment of sub-contracts must not cause lay-off, demotion or reduction of work hours among the employees governed by the collective agreement.
  - b) As well, in no case can the duties of an abolished position be sub-contracted.
  - c) The University will favour the creation of new positions rather than sub-contract work of the classes of positions governed by the collective agreement.

## **ARTICLE 15 DISCIPLINARY MEASURES**

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- 15.01 Any disciplinary measure must be the subject of a written notice addressed to the employee concerned and stating the reasons for the measure. Such notice must be sent simultaneously to the Union. Only disciplinary measures of which the employee and the Union have been informed in writing can be used as evidence in arbitration and can appear in the employee's personnel file.
- 15.02 Except in the case of the discharge of an employee during his probationary period, any employee who is discharged, suspended, or given a written warning, or the Union, may submit this case to the grievance procedure and, if necessary, to arbitration.
- 15.03 In all cases of disciplinary measures, the University has the burden of proving that the disciplinary measure was imposed for just and sufficient cause. The arbitrator may confirm or reject the disciplinary measure or render any other decision that he judges equitable under the circumstances.
- 15.04 In the event that a University representative finds it necessary to summon an employee for disciplinary reasons (written warning, suspension, or discharge) the employee has the right to be accompanied by a Union representative.
- 15.05 A suspension does not interrupt the continuous service of an employee.
- 15.06 No disciplinary measure may be imposed later than fifteen (15) working days after the incident which gave rise to it or later than fifteen (15) working days of the University having become aware of it, unless the Parties have agreed in writing to extend the afore mentioned time period.
- 15.07 No confession signed by an employee may be used against him during arbitration unless it is a question:
- of a confession signed in the presence of a Union representative;
  - of a confession signed in the absence of a Union representative but not denounced by the employee in writing within seven (7) days of its being signed. The University forwards a copy of the confession to the Union as soon as it is received.

## **ARTICLE 16 PERSONNEL FILES**

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- 16.01 An employee has the right to verify, with an appointment with the Human Resources Department, during working hours and in the presence of a University representative as well as a Union representative if the employee so wishes, the contents of his personnel file and to add written comments to it. The personnel file

relates to the employee's work at the University and is kept in the Human Resources Department. This verification is done without loss of pay for the employees concerned.

An employee may request a photocopy of any document included in his personnel file. The cost of said photocopy will be the current rate posted at the University copy centers.

16.02 Any record of a disciplinary measure must be removed from the employee's file after a period of twelve (12) months has elapsed without any further disciplinary measure of the same nature.

An employee may request that a disciplinary notice or part of one against which the employee has won his case, be removed from the file.

16.03 Each employee must receive a photocopy of his probationary period evaluation and the subsequent annual evaluations before these documents are added to his file.

An employee whose grievance is in arbitration may request that a copy of his personnel file be forwarded to his union representative and paid for as per clause 16.01.

16.04 An employee's signature on his evaluation signifies that he is aware of the contents and may not be interpreted as an acceptance of the contents of the said evaluation.

## **ARTICLE 17 GENERAL**

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### **17.01 Communications**

The University must send a copy of the following documents, to the Union, issued from the date of signature of the collective agreement:

- a) all rules and regulations that apply to employees covered by the collective agreement;
- b) any other written communiqué issued to more than one employee covered by the collective agreement concerning working conditions.

17.02 Any resignation may be retracted within three (3) days of its signature. The University will immediately send copies of all resignations to the Union.

17.03 The University will provide each employee with a copy of the collective agreement.

17.04 The University provides the Union with copies of the following documents:

- a) all updated University policy documents;

- b) the agenda, minutes and attached documents of any open meeting of the Board of Governors, the Senate, and of the Faculty Councils, at the same time as such documents are mailed to their respective members or immediately after the meeting if documents are distributed at the meetings;
  - c) the operating budget of the University and 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*, in the same time frame as provided in paragraph b);
  - d) 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.
- 17.05 The University provides the Union with a list of the names of technical employees on contract or time-sheets, paid by the University (excluding research funds). Such a list is provided every three (3) months.

#### **ARTICLE 18 HOURS OF WORK AND WORK SCHEDULES**

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- 18.01 The regular work week is established at thirty-five (35) hours generally worked between Monday and Friday.
- 18.02 All employees are entitled to one (1) fifteen (15) minute rest period without loss of pay for each regular half day of work.
- 18.03 All employees are entitled to an unpaid meal period of one (1) hour during the regular work day. This meal period is normally taken in the middle of the regular work day.
- 18.04 Whenever two (2) employees in the same department wish to exchange their weekly days off or their established work schedules, they must receive the prior approval of the immediate supervisor. In this event, the provisions related to overtime pay do not apply.
- 18.05 The work schedule in each department is set up as equitably as possible.
- 18.06 The immediate supervisor and the employees in the department agree on the work schedule. The schedule is posted in each department.
- 18.07 **Summer Hours**
- a) Each year, for a period of ten (10) weeks, namely from mid-June to mid-August (the exact dates to be posted by the Human Resources Department) the regular work week is reduced by three (3) hours without reduction in pay.
  - b) The application of the reduction can be worked out flexibly by each department. Two requirements must be met however:

1. the University will continue to provide all necessary services;
  2. the reduction in working hours will not result in additional expenditures, or will only cause a minimal increase.
- c) In order to implement the summer schedule, the individual work schedules must be approved prior to the beginning of the summer hours. With the permission of the immediate supervisor, an employee may change his choice of option during the summer period. Such permission will not be unreasonably withheld. The choice among the various options will be divided as fairly as possible, to the extent that service requirements permit, taking into consideration:
1. the seniority of the employee applied within the department;
  2. the preference expressed by the employee.
- d) The options available for the reduction of the work week are:
1. four (4) work days of six and one half (6 ½) hours each and one (1) day of six (6) hours;
  2. four (4) work days of seven (7) hours each and one (1) day of four (4) hours;
  3. four (4) work days of eight (8) hours each per week;
- With the approval of the immediate supervisor, an employee may choose an option other than those mentioned above.
- e) For the purpose of applying the collective agreement, each week thus reduced is considered to be a regular work week in accordance with clause 18.01.
- f) If an employee is absent (vacation, sick leave, etc.), he cannot "bank" hours of leave for the days of absence.
- g) In individual cases where it is impossible to reduce the summer hours for an employee, the hours so lost are "banked" and taken in time off at a time or times agreed upon with the immediate supervisor.

18.08 The schedules of employees who work evenings are normally established at the beginning of each semester or at the time of hiring of a new employee, or on the occasion of the promotion or transfer of an employee within the sector.

No employee will be required to work more than one evening per week with the exception of those employees hired to work evenings on a regular basis.

18.09 The employee and the immediate supervisor may agree to an alternate work schedule.

## **ARTICLE 19 OVERTIME**

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19.01 a) All work performed by an employee outside of his regular work day or regular work week is considered as overtime if approved in advance by the supervisor who requests the work.

b) All overtime is on a voluntary basis.

The Parties agree that overtime work must be kept to a minimum.

c) No employee is required to perform more than twelve (12) consecutive hours of work.

d) If the University cancels scheduled overtime, the employee must be given a two (2) hours notice. Failing this, the employee is entitled to two (2) hours pay at his normal rate.

19.02 Overtime work is assigned as equitably as possible, on a rotating basis in the department involved, among the employees who normally perform the duties for which overtime is required.

19.03 All overtime work will be paid in one of the two (2) listed forms, at the discretion of the immediate supervisor:

1) Time-off at the rate of one (1) hour off for each hour of overtime worked. The employee and the immediate supervisor arrange for the time off;

2) Remunerated at one hundred fifty percent (150%) the hourly wage of the employee concerned for each hour of work performed outside his regular work day or his regular work week or performed on the first weekly day off other than a Sunday;

Remunerated at two hundred percent (200%) the hourly wage of the employee concerned for each hour of work performed on a holiday (in addition to the postponement of the holiday or to the payment of the holiday pay), on a Sunday, or on the second weekly day off.

3) An employee who works overtime as per 19.01 a) is paid at the applicable overtime rate; however, he is entitled to a minimum remuneration equivalent to thirty (30) minutes at his regular rate of pay.

4) An employee who, at the request of the immediate supervisor, returns to work outside his regular hours of work is remunerated at the applicable overtime rate for each hour thus worked. For each recall the employee is

entitled to a minimum remuneration of three (3) hours at the applicable overtime rate.

- 5) The provisions of paragraph 19.03 4) do not apply:
- if there is continuity between the end of the employee's regular work day and the period of overtime work;
  - if there is continuity between the period of overtime work and the beginning of the employee's regular work day, provided that the employee received at least twelve (12) hours advance notice.

19.04 The payment of overtime wages earned during any given pay period is made at the same time as the regular pay for the following pay period. For annual vacations and at the time of the Christmas break, the payment specified above is delayed one additional pay period.

19.05 An employee working overtime on a weekly day of rest or on a holiday is entitled to the rest periods and the meal break provided in the collective agreement.

19.06 a) An employee who works overtime for a period of two (2) hours or more after his regular work day is entitled to a thirty (30) minute meal break paid at the applicable overtime rate. However, if it is anticipated that the duration of overtime may be two (2) hours or more, the employee is entitled to take his meal break before beginning his work.

b) For each three (3) hours of overtime worked, the employee is entitled to a twenty (20) minute rest period paid in accordance with the provisions of clause 19.03.

19.07 The time-off mentioned in paragraph 19.03 1) must be taken before May 31 of the year in which the overtime was worked (i.e. between the first (1st) of June and the thirty-first (31st) of May). Any time-off, in lieu of overtime, not accorded prior to May 31 must be paid at the rate of one hundred fifty percent (150%) at the following pay period.

## **ARTICLE 20 HOLIDAYS**

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- 20.01 a) During the University's fiscal year, the following days are recognized as paid holidays:
- Fête Nationale
  - Canada Day
  - Labour Day
  - Thanksgiving Day
  - Christmas Eve
  - Christmas Day

- Boxing Day
  - New Year's Eve
  - New Year's Day
  - Day after New Year's Day
  - Good Friday
  - Easter Monday
  - Journée nationale des Patriotes
- b) The University is normally closed from December 24 until normal opening hours January 3. 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.
- 20.02 a) If one of the holidays in clause 20.01 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 the immediate supervisor.
- b) If one of the holidays mentioned in clause 20.01 coincides with a Saturday or with a Sunday, the holiday is moved to the preceding or to the following work day.
- 20.03 The University shall respect religious holidays of recognized faiths not included in paragraph 20.01 a).

## **ARTICLE 21 PERSONAL AND SOCIAL LEAVES**

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- 21.01 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.
- 21.02 **Bereavement Leave, in the event of the death:**
- a) of a father, of a mother, of a spouse, of a child, of the child of a spouse:
- an employee is entitled to five (5) consecutive working days including the day of the funeral.
- b) of the grandchildren, of the father or mother of a spouse, of the brother, of the sister, of a brother-in-law, of a sister-in-law:
- an employee is entitled to three (3) consecutive working days including the day of the funeral.
- c) of a the grand-parents, of a son-in-law, of a daughter-in-law:

- an employee is entitled to two (2) consecutive working days including the day of the funeral.
- d) of an aunt, of an uncle, of a nephew, of a niece:
  - an employee is entitled to one (1) working day including the day of the funeral.
- e) if the funeral takes place more than one hundred and sixty (160) kilometres from the residence of an employee, he is entitled to one (1) extra working day.
- f) an employee may reserve one (1) day of the above days in the event that the burial or cremation occurs at a later date.
- g) in the case of paragraphs a) b) c) and d), an employee may add to this period accumulated vacation, accumulated overtime, and/or a leave without pay not exceeding fifteen (15) working days.
- h) In the event that an employee can prove he has been named as the executor of an estate, he may request additional leave without pay.
- i) In the event the death occurs during the vacation period of the employee, said employee can postpone up to five (5) days of vacation to a later date. The postponed date should be agreed between the employee and the immediate supervisor

**21.03 In the event of marriage or civil union:**

- a) of the employee, he is entitled to five (5) working days;
- b) of a son, of a daughter, an employee is entitled to one (1) working day;
- c) of the father, mother, grandparents, brother, sister, grandchildren, an employee is entitled to the day of the wedding.
- d) the employee may add to the periods described in paragraphs a) or b), accumulated vacation, accumulated overtime as agreed with the immediate supervisor and/or an equivalent leave without pay.

**21.04** When an employee changes the location of his residence, he is entitled to one (1) day of leave for moving. However, he is not entitled to more than one (1) such day per fiscal year. Nevertheless, this restriction does not apply when an employee must move for reasons beyond his control.

**21.05** 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 shall 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. If this amount is greater than his regular salary the difference shall be returned to him by the University.

- b) The employee called to act as a witness in a case where the University is involved, continues to receive his regular pay and is paid overtime for all hours required of him as a witness outside his regular work day and work week.
- 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, or accumulated overtime.

21.06 When an employee finds it necessary to be absent for one of the reasons specified in this article, he must inform the immediate supervisor of this as soon as possible, and on demand, must present proof or confirmation of these events.

21.07 Exceptional time-off, without loss of pay, may be granted for any other serious reason.

21.08 **Deferred Salary leave**

- a) Deferred salary leave (DSL) is intended to provide employees with an opportunity to benefit from a leave with salary. The University views DSL as beneficial to the employee and to the University.
- b) Requests for a DSL will be subject to the ability of the respective department to accommodate the leave; however, granting will only be withheld in exceptional circumstances.
- c) The DSL will be for not less than six (6) consecutive months and will not exceed twelve (12) consecutive months.

Employees who benefit from a DSL must return to work for a period equal to that of the leave.

- d) An employee may apply in writing to participate in the Deferred Salary Leave Plan (DSLPL) to the immediate supervisor with a copy to the Human Resources Department at least three (3) months prior to the date at which the employee wishes to commence participation in the DSLPL.
- e) Approval or refusal of a DSL will be provided by the immediate supervisor with a copy to the Human Resources Department within five (5) weeks of the date the application was received. In case of refusal, the University must provide the reasons to the employee with a copy to the Union.
- f) Participation of an employee in the DSLPL is subject to the signing of a contract as provided for in Appendix "F".

- g) This contract must be signed by the employee and returned to the Human Resources Department four (4) weeks prior to the date that the deferral period is to commence.

The Human Resources Department 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 DSLP.

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

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

- 21.09 a) Permanent full-time employees are entitled to a maximum of fourteen (14) hours of leave per year without loss of pay for professional appointments and/or for personal reasons.
- b) Permanent part-time employees are entitled to personal leave pro-rated for hours worked.
- c) This time is not to be used to prolong vacation or any other leave foreseen in the collective agreement with the exception of bereavement leave.
- d) Normally the employee will advise the immediate supervisor of the need for the leave two (2) days in advance.
- e) Personal leave does not accumulate from year to year (the year being calculated from June 1)

- f) For any time required beyond fourteen (14) hours the employee's salary will be maintained but the hours thus taken may be made up by the employee at a time agreed upon by the employee and his immediate supervisor. The hours of leave thus taken must be made up by the employee within two (2) weeks of the date that the leave is taken.

## **ARTICLE 22 VACATION**

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- 22.01 All employees are entitled to paid vacation on the basis of their seniority, in accordance with vacation entitlements determined as of June 1 of each year.
- 22.02 During the twelve (12) months which follow June 1 of the current year, all employees are entitled to paid annual vacation, the duration of which is determined as follows:
  - a) the employee with less than one (1) year of seniority on June 1 of the current year is entitled to one and two-thirds ( $1\frac{2}{3}$ ) paid vacation days 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 seniority on June 1 of the current year is entitled to twenty (20) paid working days of vacation;
  - c) the employee having ten (10) years or more of seniority on June 1 of the current year is entitled to twenty-two (22) paid working days of vacation.
  - d) the employee having twenty-one (21) years or more of service on June 1 of the current year is entitled to twenty-five (25) paid working days of vacation.
- 22.03 For the purpose of calculating annual vacation, employees hired between the first and fifteenth day of the month inclusively, are considered as having one (1) complete month of service.
- 22.04 Upon termination of employment:
  - a) The employee who has not taken his entire vacation entitlement during the fiscal year preceding June 1 receives an indemnity which is equal to the number of vacation days to which he was entitled.
  - b) The employee is entitled, taking into account vacation days already taken, to a vacation indemnity equal to eight percent (8%) of the total wages earned between June 1st of the current year and his date of departure.
  - c) The employee entitled to twenty-two (22) days of vacation, taking into account vacation days already taken, is entitled to a vacation indemnity equal

to eight point eight percent (8.8%) of the total wages earned between June 1<sup>st</sup> of the current year and his date of departure.

- d) The employee entitled to twenty-five (25) days of vacation, taking into account vacation days already taken, is entitled to a vacation indemnity equal to ten percent (10%) of the total wages earned between June 1<sup>st</sup> of the current year and his date of departure.

22.05 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 Article 33 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 Article 28 accumulates vacation credits during the first twelve (12) consecutive months of his absence.

**Maternity and Adoption:**

An employee accumulates vacation credits during maternity and adoption leaves.

**Lay-Off:**

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

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

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

22.06 An employee receives prior to his departure on vacation the remuneration to which he is entitled, by separate cheque, provided he so requests at least ten (10) working days prior to his departure on vacation.

If the status of an employee has been modified during the year (from permanent full-time to part-time, or vice-versa) the necessary adjustments to the vacation pay shall be made, prorated to the number of weeks worked full-time and part-time.

22.07 In the event of the death of an employee, the University shall give their accumulated vacation pay to the beneficiaries or legal heirs.

22.08 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 the 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.

b) An employee hospitalized as a result of illness or an accident which occurs during his vacation, may, after agreement with the 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.

It is agreed the term "hospitalized" includes the stay at a hospital emergency or in a clinic, as well as any period of time during which an employee is treated in his home and is therefore not permitted to leave it.

- c) An employee who, on June 1 of the current given year, is disabled for a period less than twelve (12) months and who has not taken all of his vacation entitlement from the previous year because of the disability, benefits from a deferment of the balance of his vacation entitlement, either to the end of the disability, or to another time after agreement with his immediate supervisor.
- d) An employee who, on June 1 of the current given year, has been disabled for twelve (12) months or more receives a vacation indemnity equal to the number of days vacation to which he is entitled.

22.09 An employee may or may not take his vacation entitlement in a consecutive manner. He may divide them into as many calendar weeks as he wishes. Furthermore, he may divide a maximum of two (2) weeks into ten (10) vacation days.

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

22.11 After agreement with the University as to the dates, an employee is entitled to prolong his vacation with a leave without pay, provided that the service requirements of the department are respected.

However, the total duration of the annual vacation taken (consecutively or not) and of the extension may not exceed six (6) weeks within any one fiscal year.

22.12 Vacation periods of employees are determined taking into consideration:

- the seniority of the employee applied within the department;
- the preference expressed by the employee.

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

22.13 Notwithstanding clause 22.10, an employee may defer two (2) weeks of vacation from one year to the next and this for two (2) consecutive years. However, the accumulated vacation must be taken in the third year at the latest.

## **ARTICLE 23 PARENTAL LEAVES**

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### **SECTION I GENERAL PROVISIONS**

- 23.01 The maternity leave benefits provided for in Section II are only paid as supplements to the unemployment insurance benefits or, in the cases stipulated hereinafter, as payments during a period of unemployment caused by a pregnancy for which unemployment insurance does not provide anything.
- 23.02 If the granting of a leave is restricted to only one spouse, such restriction applies as long as the other spouse is also an employee of the public, parapublic, or university sector.
- 23.03 The University does not reimburse the employee for the amounts that the Canada Employment and Immigration Commission (C.E.I.C.) could require her to repay under the Unemployment Insurance Act, when the employee's salary exceeds the insurable maximum by one and one half (1 1/2) times.
- 23.04 This article does not grant an employee any benefit, monetary or non-monetary, which she would not have had if she had remained at work.

### **SECTION II MATERNITY LEAVE**

- 23.05
- a) A pregnant employee is entitled to a maternity leave of twenty (20) weeks duration, which subject to clause 23.07 must be consecutive.
  - b) An employee who becomes pregnant while benefiting from a leave of absence without pay or a part-time leave of absence without pay provided in this article is also entitled to maternity leave and the indemnities provided in clauses 23.09 and 23.10, whichever is the case.
  - c) An employee who gives birth to a stillborn child after the beginning of the twentieth (20th) week preceding the due date is also entitled to such maternity leave.
  - d) An employee whose spouse dies receives the balance of her twenty (20) weeks of maternity leave, and benefits from any rights and benefits pertaining to such leave.
- 23.06 The distribution of the maternity leave between before and after the birth is at the employee's discretion and includes the date of delivery.
- 23.07 An employee who has sufficiently recovered from the delivery but whose child must remain in the health facility may interrupt her maternity leave by returning to work.

An employee whose child is hospitalized within fifteen (15) days of his birth also has this right.

The leave may only be interrupted once. The rest of the leave is taken when the child goes home.

- 23.08 To obtain the maternity leave, an employee must give written notice to the University at least two (2) weeks before the date of departure. This notice must be accompanied by a medical certificate attesting to the pregnancy and the expected date of delivery.

The time limit regarding the presentation of the notice may be less if a medical certificate attests that the employee must leave her job sooner than expected. In case of an unforeseen event, the employee is exempted from the formality of the notice provided that she gives the University a medical certificate stating that she had to leave her job without delay.

23.09 **CASES ELIGIBLE FOR UNEMPLOYMENT INSURANCE**

The Employee who has accumulated twenty (20) weeks of service before the beginning of her maternity leave and who, following the submission of the request for unemployment insurance benefits, receives these benefits (with the exception of a) and c) below), is entitled to receive during her maternity leave, subject to clause 23.12:

- a) For each week of the waiting period stipulated by the unemployment insurance plan, compensation equal to ninety-three percent (93%) of her regular weekly salary.
- b) For each week she is receiving or could receive unemployment insurance benefits, a complementary compensation equal to the difference between ninety-three percent (93%) of her regular weekly salary and the amount of the unemployment insurance benefit received or that she would receive; this complementary compensation is calculated on the basis of the unemployment insurance benefits that an employee is entitled to receive without taking into account the amounts deducted from such benefits because of the reimbursement of benefits, interest, penalties and other amounts recoverable under the unemployment insurance plan.

Moreover, if the C.E.I.C. reduces the number of weeks of unemployment insurance benefits to which the employee would otherwise have been entitled if she had not availed herself of the unemployment insurance benefits before her maternity leave, the employee continues to receive, for a period equivalent to the weeks deducted by the C.E.I.C., the complementary compensation provided in the first sub-paragraph of paragraph b) as if she had, during this period, availed herself of the unemployment insurance benefits.

- c) For each of the weeks that follow those described in paragraph b), a compensation equal to 93% of her regular weekly salary, and this, up to the twentieth (20th) week of the maternity leave.

- d) When the employee resumes the maternity leave interrupted by virtue of clause 23.07, the University pays the employee the compensation to which she would have been entitled had she not availed herself of such interruption.
- e) The University may not offset, by the compensation that it pays to the employee on maternity leave, the reduction in the unemployment insurance benefits resulting from the salary earned in the employ of another University in Quebec.

Notwithstanding the provisions of the preceding sub-paragraph, the University provides this compensation if the employee proves that the salary earned from another University is a regular salary, by means of a letter to this effect from the University who pays it. If the employee proves that only a portion of this salary is regular, the compensation is limited to this portion.

The University who pays the regular salary as mentioned in the preceding sub-paragraph must, at the employee's request, produce such a letter.

The total amount received by the employee during her maternity leave, in unemployment insurance benefits, compensation and salary may not, however, exceed 93% of the basic regular weekly salary paid by the University, and other universities, as the case may be.

#### 23.10 **CASES NOT ELIGIBLE FOR UNEMPLOYMENT INSURANCE**

Any employee who is excluded from unemployment insurance benefits or who is declared ineligible is also excluded from any other compensation. However:

- a) The full-time employee who has accumulated twenty (20) weeks of service before the beginning of her maternity leave is entitled, for ten (10) weeks, to compensation equal to ninety-three percent (93%) of her regular weekly salary if she is not eligible for unemployment insurance for the following reason:
  - she did not hold an insurable job for at least twenty (20) weeks during the period of reference provided for in the unemployment insurance plan.
- b) The part-time employee who has accumulated twenty (20) weeks of service before the beginning of her maternity leave is entitled, for ten (10) weeks, to compensation equal to ninety-five percent (95%) of her regular weekly salary if she is not entitled to unemployment insurance benefits for one of the following two reasons:
  - 1) she did not contribute to the unemployment insurance plan;
  - 2) she did contribute but did not hold an insurable job for at least twenty (20) weeks during her period of reference.

If the part-time employee is exempt from contributing her part of the pension plan and the unemployment insurance plan, the percentage of compensation is fixed at 93%.

### **23.11 CASES PROVIDED FOR IN CLAUSES 23.09 AND 23.10**

- a) No compensation may be paid during the vacation period for which an employee is paid.
- b) The compensation due for the first two (2) weeks is paid by the University in the two (2) weeks following the beginning of the leave; the compensation due after this date is paid at two (2) week intervals. In the case of the employee who is eligible for unemployment insurance benefits, the first instalment need only be paid fifteen (15) days after the University receives proof that she is receiving unemployment insurance benefits. For the purpose of this paragraph, a statement of benefits, a stub or information provided by the C.E.I.C. to the University by means of an automated statement are considered as proof.
- c) Service is calculated on the basis of employment in the University, public and parapublic sectors, (Public Service, Education, Social Affairs) as well as the following organizations:
  - Agence métropolitaine de transport
  - Bureau d'accréditation des pêcheurs et des aides-pêcheurs du Québec
  - Caisse de dépôt et placement du Québec
  - Centres d'aide juridique
  - Commission de la capitale nationale
  - Commission de la construction du Québec
  - Commission de développement de la métropole
  - Commission de reconnaissance des associations d'artistes et des associations de producteurs
  - Commission des droits de la personne et des droits de la jeunesse
  - Commission des services juridiques
  - Commission des valeurs mobilières du Québec
  - Conseil des arts et des lettres du Québec
  - Conseil des services essentiels
  - Corporation d'hébergement du Québec
  - Corporation d'urgence-santé de la région de Montréal Métropolitain
  - Financement-Québec
  - Fondation de la faune du Québec
  - Fonds de la recherche en santé du Québec
  - Fonds d'indemnisation du courtage immobilier
  - Fonds pour la formation de chercheurs et l'aide à la recherche
  - Grande bibliothèque du Québec
  - Héma-Québec
  - Institut de police du Québec
  - Institut national de la santé publique
  - Investissement Québec

- Musée d'art contemporain de Montréal
- Musée de la civilisation
- Musée du Québec
- Office de la Sécurité du revenu des chasseurs et piégeurs cris
- Protecteur du citoyen
- Régie de l'énergie
- Régie des installations olympiques
- Société de développement de la zone de commerce international de Montréal à Mirabel
- Société de développement des entreprises culturelles
- Société de la Place des Arts de Montréal
- Société de télédiffusion du Québec (Télé-Québec)
- Société des alcools du Québec
- Société des établissements de plein air du Québec
- Société des loteries du Québec
- Société du Centre des congrès de Québec
- Société du Grand théâtre de Québec
- Société du Palais des congrès de Montréal
- Société du parc industriel et portuaire de Bécancour
- Société immobilière du Québec
- Société Innovatech de Régions Ressources
- Société Innovatech du Grand Montréal
- Société Innovatech du Québec et Chaudières Appalaches
- Société Innovatech du sud du Québec
- Société québécoise d'assainissement des eaux
- Société québécoise d'information juridique
- Société québécoise de récupération et de recyclage

Moreover, the twenty (20) week requirement stipulated in clauses 23.09 and 23.10 is considered satisfied when the employee has worked twenty (20) weeks at one or the other of the universities in Quebec.

- d) The regular weekly salary of the permanent part-time employee is the regular weekly salary averaged over the last twenty (20) weeks preceding her maternity leave. If, during this period, the employee received benefits fixed at a certain percentage of her regular salary, it is understood that for the purpose of calculating her regular salary during her maternity leave, reference is made to the regular salary on which the above-mentioned benefits were established.

As well, any period during which the employee on special leave provided for in clause 23.18 a) does not receive any benefits from the CSST shall be excluded for the purpose of calculating her basic average weekly salary.

If, during this twenty (20) week period, the salary scales are adjusted, the adjusted amount will be considered as the regular weekly salary. If, however, the maternity 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.

- e) In the case of a seasonal or temporary employee, the maternity leave benefit is that provided for in Article 38.
- 23.12 The maternity leave allowance (this pertains to the allowance currently set at three hundred and sixty (\$360) dollars) paid by the Centre de main-d'oeuvre du Québec is deducted from the benefits to be paid under clause 23.09.
- The forgoing will not apply when an employee's application for this allowance has been refused, and written proof of the refusal is provided.
- 23.13 a) During the maternity leave and the extensions provided in clause 23.14, the employee, insofar as she is normally entitled to them, benefits from the following:
- salary insurance;
  - life insurance;
  - supplementary life insurance;
  - health insurance;
  - accumulation of vacation;
  - accumulation of sick leave;
  - accumulation of seniority;
  - accumulation of experience;
  - the right to apply for a posted position and to obtain it in accordance with the dispositions of the collective agreement as if she were at work.
- b) The employee may defer a maximum of four (4) weeks of annual vacation if it falls within her maternity leave and if she notifies the University in writing of the date of such deferral no later than two (2) weeks before the expiry of said maternity leave.
- 23.14 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.
- Furthermore, the employee may extend her maternity leave by six (6) weeks if her child's health requires that she do so.
- During these extensions, the employee does not receive either compensation or salary.
- 23.15 The maternity leave may last less than twenty (20) weeks. If the employee returns to work within the two (2) weeks following the birth, she must, at the University's request, produce a medical certificate confirming that she is sufficiently recovered to resume work.
- 23.16 During the fourth (4th) week preceding the termination of the maternity leave, the University must send the employee a notice indicating the anticipated date of the termination of said leave.

The employee to whom the University has sent such a notice must report to work upon the termination of the maternity leave unless such leave is extended as provided for in clause 23.25.

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. At the end of this time, the employee who has not reported back to work is considered as having resigned.

- 23.17 Upon her return to work, the employee returns to her position or to a position that was successfully obtained through a posting during her leave. In the event that her position has been abolished or she has been displaced following the application of Article 10, the employee may avail herself of all rights and privileges provided in the collective agreement at the moment of her return.

### **SECTION III SPECIAL LEAVES**

- 23.18 Provisional assignment and special leave

a) **Provisional assignment**

An employee may request a provisional assignment to another position with the same job title or a different one, in the following cases:

- 1) she is pregnant and her working conditions expose her or her unborn child to infectious diseases or to physical dangers;
- 2) her working conditions involve dangers for the child whom she is breast-feeding.

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

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

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

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

Over and above the preceding provisions, at the request of the employee, the University must study the possibility of temporarily modifying, without any loss of rights, the duties of an employee who works on a cathode ray terminal on a regular basis, to reduce to a maximum of two (2) hours per half day of work on a cathode ray terminal, and to assign her to other duties she is reasonably able to accomplish for the rest of her work time.

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

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

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

**b) Other special leaves**

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

- 1) when a complication in the pregnancy or a risk of miscarriage requires a work stoppage for a period prescribed in a medical certificate. This special leave cannot be extended beyond the beginning of the eighth (8th) week preceding the due date at which time the maternity leave will begin;
- 2) upon presentation of a medical certificate prescribing the duration, when a natural or legally induced miscarriage occurs before the beginning of the twentieth (20th) week preceding the due date;
- 3) for visits related to the pregnancy which are with a health care professional and which are attested to in a medical certificate.

23.19 With regard to visits cited in clause 23.18 b), paragraph 3, the employee is entitled to paid special leave, up to a maximum of four (4) days. These leaves may be taken as half (1/2) days.

During the special leaves granted under this section, the employee receives the benefits provided in clause 23.13, insofar as she is normally entitled to them and also in Section II, clause 23.17. The employee covered by clause 23.18 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 paragraph 23.18 b) 3), the employee benefits from a leave during her working hours, without any loss of pay.

## **SECTION IV OTHER PARENTAL LEAVES**

### **23.20 Paternity Leave**

The employee whose spouse gives birth is entitled to a leave with pay for a maximum period of five (5) working days. This leave may be discontinuous and must be taken between the beginning of labour and the fifteenth (15th) day following the mother's or the child's return home. One of the above days, may be reserved for the christening or for civil registration.

An employee may defer one (1) week's vacation if the birth of the child takes place during his annual vacation. He must inform the University in writing.

### **23.21 Leave for adoption and leave without pay in view of adoption**

- a) Subject to the unemployment insurance criteria of eligibility, the employee who legally adopts a child is entitled to a leave of a maximum duration of seventeen (17) weeks as long as his spouse is not also benefiting from it.

The leave begins when the child is actually in the employee's care and ends:

- i) seventeen (17) weeks after the week the child was placed in the employee's care;
  - ii) with the week, according to the unemployment insurance criteria of eligibility, during which it is no longer reasonable to remain at home;
  - iii) with the week immediately preceding the week that the payments are requested and payable as per the Unemployment Insurance Act.
- b) During this leave, the employee receives the indemnity provided in clause 23.09 for a maximum period of fifteen (15) weeks, if he is eligible for unemployment insurance, or the indemnity provided in 23.10 for a period of ten (10) weeks.
- c) In the cases cited in the preceding paragraph, the provisions related to maternity leave provided in clauses 23.11 and 23.13 apply.

- 23.22 a) The employee who legally adopts a child and who does not benefit from a leave for adoption provided in clause 23.21 is entitled to a leave of a maximum of five (5) working days, of which only the first two (2) are paid.
- b) The leave can be discontinuous but cannot be taken after fifteen (15) days following the arrival of the child at home. However, the employee is only allowed a leave of two (2) days when the adoption concerns the child of his spouse.

23.23 The employee benefits, in view of the adoption of a child other than his spouse's, from a leave without pay of a maximum duration of fifteen (15) weeks beginning when the child is placed in the employee's care.

The employee who goes outside of Quebec to adopt, is entitled to, upon written request to the University if possible two (2) weeks in advance, a leave without pay for the time necessary for such travel. If this results in the taking charge of the child, the maximum duration of the leave without pay is fifteen (15) weeks in accordance with the preceding paragraph.

23.24 During a leave without pay in view of adoption provided in the preceding clause, the employee benefits from the same advantages that apply to a leave without pay provided in this article.

When the adoption leave takes place on the date of the beginning of the leave without pay, the employee benefits exclusively from the advantages provided in the adoption leave.

23.25 **Leaves Without Pay and Partial Leaves Without Pay**

- a) A leave without pay or a partial leave without pay of a maximum duration of two (2) years is granted to an employee to extend her maternity leave, his paternity leave, or to one or the other to extend their adoption leave.
- b) The employee who wishes to avail herself/himself of a leave provided in the preceding paragraph must advise the University fifteen (15) days in advance. During this maximum two (2) year period, the employee may, upon written request at least thirty (30) days in advance, change one (1) time his leave without pay into a partial leave or vice versa, whichever is the case.
- c) The employee who does not avail herself/himself of a leave provided for in the preceding paragraphs may benefit, after the birth or adoption of his child, from a leave without pay of at most thirty-four (34) continuous weeks, starting at the moment which the employee decides, but not later than one (1) year after the birth, or in the case of an adoption, one (1) year after the child is placed in the employee's care. However the present paragraph does not apply to the employee who adopts his spouse's child.

23.26 a) During the leave without pay, the employee continues to accumulate his seniority, retains his experience and may continue to participate in any benefit plans he is entitled to by so asking at the beginning of his leave and by paying the entire cost of the premiums.

b) During the partial leave without pay, the employee accumulates his seniority, and while at work is governed by the rules which apply to the part-time employee.

- c) During this leave without pay, be it full time or part-time, the employee accumulates his experience as used to determine his salary, up to a maximum of the thirty-four (34) first weeks of his leave.

23.27 The employee may take his deferred annual vacation immediately prior to his leave without pay or partial leave without pay provided there is no interruption with her maternity leave, his paternity leave, or adoption leave, whichever is the case. For the purpose of this paragraph, all holidays accumulated according to Article 20 before the beginning of a maternity, paternity or adoption leave, are added to the deferred annual vacation.

At the end of the full time or partial leave, the employee is integrated into his position. In the event that his position has been abolished, the employee is entitled to the advantages he would have benefited from had he been at work.

A leave without pay or a partial leave of a maximum duration of one (1) year is granted to the employee whose minor child has emotional or social development problems or is disabled or has a long-term illness, and whose condition requires the presence of the employee concerned. Modalities pertaining to such a leave will be determined through agreement between the employee and the University. The University will provide the Union with the copy of such an agreement.

#### 23.28 **Miscellaneous Provisions**

The leaves provided in clauses 23.21, 23.22 and 23.25 are granted following a written request submitted at least two (2) weeks in advance. This request must indicate the expected date of return.

In the case of a partial leave without pay, the request must indicate the arrangement of such leave, and the position held by the employee.

In the case of disagreement with the University as to the number of days, the employee has the right to a maximum of two and one half (2 1/2) days per week, or its equivalent, and this for a maximum of two (2) years.

Failing agreement on the distribution of those days, the University determines the schedule.

23.29 The University must send to the employee during the fourth (4th) week preceding the expiration of the adoption leave provided in clause 23.21, a notice indicating the date of expiration of the said leave.

The employee to whom the University has sent the notice mentioned above must present herself/himself at work upon expiration of the adoption leave, providing that the leave was not extended in the manner provided in clause 23.23 .

The employee who does not conform to the stipulations set out in the preceding paragraph is considered to be on a leave without pay for a period not exceeding four

(4) weeks. If, at the end of this period, the said employee does not return to work, he is presumed to have resigned.

23.30 The employee to whom the University has sent a four (4) week advance notice indicating the expiry date of a leave without pay or a partial leave without pay must inform the University of his return to work, at least two (2) weeks prior to the termination of the said leave. Failing this, he is considered as having resigned.

The employee who wishes to end his leave without pay or his partial leave without pay before the anticipated date must give a written notice of his intentions at least twenty-one (21) days prior to his return to work, or, if the leave exceeds thirty-four (34) weeks, at least thirty (30) days prior to his return to work.

23.31 The employee who takes a leave for adoption provided in clause 23.21 of this section receives the benefits stipulated in clause 23.13, provided he is normally entitled to them, and in clause 23.17 of Section II.

23.32 The University agrees to guarantee, that as of the date the collective agreement goes into effect, the employee may receive during her maternity leave or his adoption leave, the benefits or part of the benefits paid by the University as per Section II irrespective of any modification to the criteria for eligibility to unemployment insurance benefits which could occur after the signature of this agreement but subject to the whole being admissible as being a supplement to the unemployment insurance benefits.

Furthermore, the Parties will meet to discuss those matters which are problematic in one or another of the following eventualities:

- 1) if the C.E.I.C. were to make additional demands before giving final written authorization which would allow the plan to be registered as supplementary unemployment benefits;
- 2) if consequently the C.E.I.C. were to modify its requirements during the life of the agreement;
- 3) if the Unemployment Insurance Federal Plan concerning parental rights were to be modified;
- 4) if there were changes to the law or a new law concerning the labour standards (Normes du travail).

It is understood that such discussions would not constitute a re-opening of the collective agreement.

## **ARTICLE 24 LEAVE WITHOUT PAY**

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- 24.01 In cases not provided for in the collective agreement, an employee with the equivalent of one (1) year of full time service who wishes to obtain a leave without pay, must make a written request to the immediate supervisor. The University shall not refuse such a leave without valid reason.
- 24.02 The duration of a leave without pay generally does not exceed twelve (12) months. The leave may be extended with the consent of the University.
- 24.03 A written request for a leave without pay must be forwarded to the immediate supervisor no later than two (2) months before the beginning of the said leave. The University must respond in writing within three (3) weeks of receipt of the request.
- 24.04 If an employee fails to return to work at the end of said leave without having received authorization to prolong this leave or except in the case of an emergency situation, he is considered as having resigned retroactive to the date of the beginning of the leave.
- 24.05 After agreement between the Parties an employee may put an end to the leave without pay before the anticipated date of return.
- 24.06 Upon his return, the University reintegrates the employee with all of his rights into the position he occupied at the beginning of the leave, or if his position has been abolished Article 10 applies.
- 24.07 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 collective agreement. He continues to benefit from the pension and insurance plans should these plans so permit, on condition that he pays the entire cost.
- 24.08 **Part-time leave**
- a) A part-time leave is a weekly leave without pay granted to a permanent employee holding a full-time position who makes the request. This leave may be a leave of one (1) day, two (2) days, or three (3) days per week as per the choice the employee makes in his request.
  - b) Part-time leaves are granted for one (1) year or less. Such a leave must be of mutual benefit to the University and the employee.
  - c) During a part-time leave, an employee accumulates seniority as if working on a full-time basis.
  - 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.

**24.09 Study leave**

- a) Study leave is intended to provide employees with the opportunity to pursue undergraduate or graduate study, or professional training which shall increase or broaden the competence of the employee.
- b) Employees who have completed four (4) years of permanent service with the University shall be eligible for study leave.
- c) The Parties view study leave as beneficial to the employees and the University. Consequently, granting study leaves will not be unreasonably withheld.

**24.10**

- a) An employee is entitled to a study leave after having submitted a written request to the Dean/Director, with a copy to the Human Resources Department, and to the immediate supervisor, two months prior to the anticipated start date of the leave.
- b) Applications for study leave shall state:
  - 1) the specific reason for the leave including proof of acceptance into an accredited program;
  - 2) the desired period of leave;
  - 3) the percentage work reduction requested.

**24.11**

Generally a study leave shall not exceed twenty-four (24) months. However, a study leave may be separated into parts, coinciding with academic terms not to exceed three (3) calendar years.

**24.12**

Normally a study leave shall not involve continuous absence from normal duties and responsibilities in excess of fifty percent (50%).

**24.13**

An employee's remuneration during a study leave shall be calculated according to the following formula:

<b>PERCENTAGE WORK</b>	<b>PERCENTAGE SALARY</b>
50%	60%
60%	67.5%
70%	75%
80%	82.5%
90%	90%

- 24.14 An employee's annual base salary, while on leave, shall be computed on the basis of the employee's normal hours of work. All relevant salary adjustments shall be applied to this base salary. The actual salary paid shall be prorated in accordance with the above table.
- 24.15 Eligible employees who participate in the University benefit plans shall continue to do so during their leave. Pension, Life Insurance and Long Term Disability benefits, as well as University and employee contributions, shall be calculated using the employee's base salary.
- 24.16 Vacation entitlement for an employee on study leave shall be prorated to percentage of work.
- 24.17 Approval or refusal of study leave shall be provided in writing to the employee by the Dean/Director with a copy to the Human Resources Department, within six (6) weeks of the date the application was received. Approval letters shall include all agreed to conditions; refusal letter shall include reasons for the refusal.
- 24.18 The Human Resources Department will provide statistics on study leave applications to the Union each year in January, April and August.
- 24.19 Three (3) years of permanent service after completion of an initial study leave is required before an employee shall again be eligible for such leave.

## **ARTICLE 25 PUBLIC SERVICE ABSENCES**

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- 25.01 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 accumulated vacation entitlement within these thirty-five (35) days.
- 25.02 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 first 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.
- 25.03 An employee who wishes to participate in the organization of an electoral campaign may, after agreement with the University, use his accumulated vacation entitlement or a leave without pay.
- 25.04 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.

In such cases a written request containing the employee's name, the nature of the absence, and the probable duration of the absence must be given to the immediate

supervisor as a general rule at least five (5) working days prior to the date of the beginning of the leave.

- 25.05 Upon his return, the University reintegrates the employee into the position he held at the time of his departure, or into an equivalent position if his position has been abolished.

## **ARTICLE 26 UNIVERSITY CLOSINGS**

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- 26.01 In the event that the President declares the University closed for any reason or in the event that the majority of non-teaching staff is not required to work during a given period, any employee whose presence is required shall receive, subject to express provisions of the collective agreement, in addition to his regular salary for time worked, the equivalent in paid leave.

## **ARTICLE 27 TUITION WAIVER**

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- 27.01 Permanent employees and their dependents accepted in and registered for courses given by the University are exempt from the tuition fees for credit courses at the undergraduate or graduate rate established for "Canadian and other students with Permanent Residence (Landed Immigrant) status". For permanent part-time employees the exemption is pro-rated to hours worked.
- 27.02 The expression "courses given by the University" refers to all credit courses.
- 27.03 For the purpose of this article, the term "dependents" means:
- a) a spouse as defined in Article 2;
  - b) the child or children, that is to say any child of the employee, of his spouse, or of both, and who is financially dependent on the employee.
- 27.04 The following persons are also entitled to a tuition waiver:
- a) an employee who has retired from the University;
  - b) the spouse and the financially dependent children of an employee who has retired from the University, or of an employee who died while in the employ of the University.
- 27.05 Except as provided in clause 27.04, the tuition waiver applies to the employee and his dependents only for the duration of his permanent employment at the University. This right ceases at the moment the employee terminates his employment at the University. The employee must then assume the prorated tuition fees waived, as of that date.

When an employee is laid off, the tuition waiver remains in effect for the duration of the courses where the tuition was already waived.

Employees who, at the time of hiring, are registered for a course or courses given by the University will receive an exemption from the tuition fees prorated to the date of hiring.

27.06 All rules and regulations of the University applicable to students apply also to employees and their dependents without exception.

27.07 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 hours of work, provided that a request is made in advance to the immediate supervisor and that an agreement is reached with him concerning the redistribution of his hours of work.

27.08 a) The University recognizes that knowledge of French and English is desirable and agrees to ensure and assist employees in receiving adequate instruction.

b) An employee who wishes to take a French language or an English language credit course offered by the University during regular working hours may do so without loss of pay, provided that a request is made in advance to the immediate supervisor. The granting of such a request will not be unreasonably withheld.

c) An employee who wishes to take French or English language non-credit courses offered by the Center for Continuing Education of the University may do so without loss of pay. In such a case, the employee pays the tuition fees and the University reimburses upon presentation of proof that the course was completed. The granting of such a request will not be unreasonably withheld.

## **ARTICLE 28 WORK ACCIDENTS**

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28.01 An employee who is victim of an accident or has contracted an occupational disease must report this to the immediate supervisor as soon as possible following the event, and shall complete and sign the University report concerning accident/incident/professional illness as soon as possible following the event.

28.02 When an employee is absent from work as a result of an occupational injury as defined by 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 turn over to the University compensation received from the *Commission de la santé et de la sécurité au travail (CSST)*.

If the absence exceeds four (4) months the University will continue to pay the equivalent of the indemnity paid by the CSST and this for the two (2) years following the beginning of the absence.

Thereafter, indemnity is undertaken by the CSST. The terms of this clause will remain in effect until the CSST 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.

28.03 Upon his return to work, the University reintegrates the employee into the position he occupied at the moment of his departure, or if his position has been abolished or posted, into an equivalent position. However, positions left open as the result of an occupational injury for a period not exceeding twenty-four (24) months are not considered vacant positions.

28.04 a) The employee, who, as a result of a work accident or professional injury, suffers from a permanent partial disability that prevents him from returning to his old position, is placed without posting, into a new or vacant position that is suitable to his condition.

b) If there is no such position available the Parties shall meet to discuss a retraining program, for the employee concerned.

28.05 The employee who returns to work after an absence provided for in this article, and who must be absent from work in order to receive further treatment or undergo medical examinations related to his injury or to fulfill an activity within the framework of an individualized rehabilitation program, shall obtain a leave with pay for the required time of absence and this leave shall include travelling time.

## **ARTICLE 29 AMENDMENTS TO THE COLLECTIVE AGREEMENT**

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29.01 In the event that the Parties mutually agree to amend any of the provisions of the collective agreement, such amendments shall be incorporated into a letter of agreement and shall be filed in accordance with Article 72 of the Labour Code.

## **ARTICLE 30 PREMIUMS**

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30.01 An employee who works more than two (2) evening shifts per week, that is if half or more of his regular working hours fall after 3:00 pm, is entitled to the following premium, for each hour of actual work after 3:00 pm:

- sixty-eight cents (\$0.68) from the date of signing of the collective agreement to May 31, 2008;
- seventy cents (\$0.70) as of June 1, 2008.

An employee is not entitled to such a premium when he is being paid at the rate provided for overtime. This premium is not added to the basic rate in calculating the remuneration for overtime performed. However, this article does not apply to those employees who have chosen their schedule in accordance with clause 18.10.

## **ARTICLE 31 CLASSIFICATION AND SALARIES**

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### **31.01 Classification and remuneration at hire**

The employee, from the date of hire by the University, is classified according to the nature of the work and the characteristic elements which are fundamental to the position and are exercised on a regular basis. The classification of the position corresponds to one of the job classes which appear in Appendix "A".

The employee is integrated into the salary scale which corresponds with his job class.

31.02 The University determines where the employee fits on the salary scale according to education and experience as per the terms of this article.

31.03 A step normally corresponds to one (1) complete year of pertinent experience. It indicates the level of remuneration within the salary scale for each job class.

31.04 The employee who has no more than the minimum qualifications required by the job class is hired at the first step of the job class.

31.05 However, the employee who has more experience than the minimum required for the job class will be granted one step for each year of additional experience as long as the experience is considered to be pertinent as per the attributes described for the job class.

31.06 Likewise, an employee who has successfully acquired more education than the minimum required will be granted a step for each year of education which exceeds the minimum required. This education must be both pertinent and greater than the minimum education for the job class.

### **31.07 Rules governing step advances**

a) Every year on June 1, with the exception of employees hired during the preceding March, April and May, all employees advance one step.

b) An additional step advance is granted when an employee completes additional studies equivalent to one (1) year of full-time studies, as long as the studies are both pertinent and greater than the minimum education required for the job class into which the employee fits. This additional step advance is granted when the employee provides the University evidence to this effect.

**31.08 Job description**

An employee must receive a copy of his job description when he is hired and when he changes positions.

**31.09 Request for reclassification**

An employee who believes that his principal duties do not correspond to his job class may submit a grievance as per clause 8.03.

**31.10** A grievance submitted according to the clause 31.09 is a continuous grievance in the sense that the delays provided for in Article 8 cannot have the effect of prescribing the grievance if the occurrence continues within the delay, even if the development occurred earlier than the thirty (30) day delay.

However, no retroactivity will be due beyond thirty (30) days of the date of the filing of the grievance.

**31.11 Rules governing the movement of personnel**

- a) When an employee transfers from one position to another within the same job class, there is no change in salary.
- b) When an employee is promoted to a position in a higher job class, the employee receives from the date of promotion, subject to paragraph 12.01e), whichever of the following is most advantageous:
  - i. step one of the higher job class;
  - ii. the step which corresponds to an increase of five percent (5%). If the five percent (5%) increase places the hourly rate between two (2) steps, the employee is placed on the higher step.
- c) An employee who is temporarily reassigned to a position in a higher job class receives the appropriate hourly rate and this retroactive to the first day of the temporary reassignment.

**31.12 Details on pay stubs**

Employees are paid on Friday of every two (2) weeks. However, should the Friday fall on a holiday, the payday will be the preceding work day.

**31.13** In cases of permanent termination of employment, the University remits to the employee, at the moment of departure, all money owing.

The employee must give advance notice of at least ten (10) working days to receive the monies mentioned at the moment of departure, or else the University will turn over the monies due at the first pay following the moment of departure.

31.14 **Job classification**

- a) The job classes are described in Appendix "A".
- b) **Creation of a new job class**

The University may create a new job class not provided for by the collective agreement. In such a case the University will negotiate the functions, the requirements and the salary for this job class. Should there be no agreement, the case may be referred to arbitration.

**ARTICLE 32 BENEFITS**

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32.01 Employees covered by the collective agreement are eligible for the University benefits program, in accordance with the conditions stipulated therein.

32.02 The benefits program consists of the following:

- 1. Life insurance
- 2. Health insurance
- 3. Salary insurance:
  - a) Short term disability
  - b) Long term disability
- 4. Pension plan.

32.03 A Union representative may consult the texts of the above mentioned plans by making an appointment with the Human Resources Department during normal working hours.

32.04 **Early Retirement**

- a) An employee is eligible for his full University pension as of the first of the month which coincides with his sixty-fifth (65<sup>th</sup>) birthday or the month following it.
- b) An employee aged fifty-five (55) or more is eligible to take early retirement as of the first of the month which coincides with his date of birth or the month following it, subject to a notice of at least three (3) months to the immediate supervisor and the Human Resources Department.
- c) Starting on June 1, 2008, in addition to his early retirement pension, a permanent employee who has completed fifteen (15) years of service is

eligible to receive a lump sum calculated according to his age at early retirement. The amount is determined in the following way:

<b>AGE</b>	<b>PERCENTAGE OF ANNUAL BASE SALARY</b>
55 to 60 inclusive	100%
61	80%
62	60%
63	40%
64	20%

- i. One (1) employee may benefit from the provisions of this paragraph per fiscal year, that is from June 1 to May 31. However, if there are no demands made during a given fiscal year, it is possible to defer one (1) demand to the next year, for an absolute maximum of two (2) employees per fiscal year.
- ii. Priority among candidates is established by the date of their demand. In case more than one demand is forwarded during the same calendar week, priority will be established by the seniority of the candidates.
- iii. If there are more candidates in any given year than the limit established, the employees who applied for this benefit and who were refused will be given priority for the next year, in order of seniority between them.
- iv. An employee benefiting from the severance pay of clause 10.03 cannot also benefit from the early retirement provisions.

### **ARTICLE 33 SICK LEAVE**

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33.01 The purpose of the 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 defrayed entirely by the University.

33.02 a) An employee who is disabled due to illness or injury is entitled to paid sick leave for periods of up to four (4) months. After four (4) months, the employee will be protected by the provisions on the Long Term Disability (LTD) Insurance Plan.

- b) Benefits outlined in this clause are reinstated one (1) month following return to active duty for a new incapacity, and three (3) months following return to active duty for a recurrence; otherwise, they continue.
  - c) For any absence due to a prolonged sick leave, the University reserves the right to require a medical certificate at any time during or following such an absence.
- 33.03 For any absence the employee is responsible for advising the immediate supervisor as soon as possible.
- 33.04 As a rule, employees are not required to submit a medical certificate for absence 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.
- 33.05 The position of an employee who is on a long term sick leave is considered permanently vacant after a thirty-six (36) months period from the first day of the sick-leave. During this thirty-six (36) months period, upon the presentation of a medical certificate establishing his capacity to return to work, the employee will be re-integrated into the position he occupied.

The provisions of paragraph 10.02 c) will apply to the person who returns to work after a sick-leave of more than thirty-six (36) months.

**ARTICLE 34 APPENDICES AND LETTERS OF AGREEMENT**

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- 34.01 All appendices and all letters of agreement form an integral part of the collective agreement.

**ARTICLE 35 TECHNOLOGICAL CHANGE**

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35.01 The Parties agree that the term "technological change" refers to major changes affecting staffing, or major changes to the administrative structures or major changes brought to the organization of work by the introduction of new techniques or work procedures or new machinery replacing that which was already in place affecting the working conditions of the employees.

- 35.02 a) The University will give a written notice to the Union of its intention to introduce technological change, at least three (3) months prior to the expected date of such a change.

This notice must include:

- i) the nature and goal of the technological change;
  - ii) the expected date of implementation, or the schedule of implementation if such is the case;
  - iii) the names of the employees, and if such is the case, the positions likely to be affected by the technological change;
  - iv) the effect which the technological change is likely to have on the working conditions of the employees affected.
- b) At the latest ten (10) working days following the receipt of the notice by the Union, the University agrees to submit its projects to the Labour Relations Committee for discussion (over and above the usual discussions with the staff).
  - c) The University agrees to offer to employees affected by technological change, the necessary training, at the University's expense, to allow them to fulfill their new duties, during work hours and without any loss of rights or advantages.

## **ARTICLE 36 TRAINING**

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- 36.01 The Parties recognize the benefits to be gained from providing the employees with the opportunity to increase their competencies, particularly as they enhance the quality of working and learning within the University. Professional training activities are deemed to be a part of the fulfilment of the duties of an employee.
- 36.02 At the beginning of the fiscal year, each department may allocate a percentage of its budget to training. This amount shall be distributed as equitably as possible within the department.
- 36.03 All employees who wish to follow training sessions, offered by the University, which are related to their duties, must make a request to the immediate supervisor. The University will not refuse such a request without a valid reason.
- The employee who follows these sessions during regular working hours does not suffer any loss of salary.
- 36.04 In each department, the information on different opportunities for training shall be given to the employees at least once a year.
- 36.05 a) An Employee Training Committee may be established in each department where there is an employee from the bargaining unit. This committee will meet at least once a year. The committee must include at least one employee from the bargaining unit.

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

The committee may allocate funds for professional activities, such as attending conferences, seminars or workshops.

- b) Should a committee not be established, the department will hold at least one meeting on professional training each year. All employees who are members of the bargaining unit will be invited to attend. During this meeting, the specific procedures and criteria for the distribution of the amounts allocated for professional training or for the opportunities for professional training will be discussed.

36.06 An employee who benefits from professional training may be requested to provide a written report on the activities undertaken to the immediate supervisor within thirty (30) days of the completion of the activities.

## **ARTICLE 37 ACQUIRED RIGHTS**

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37.01 The University agrees to maintain the rights or advantages not provided or superior to the provisions in the collective agreement, which many employees enjoy, except if the circumstances that permitted the establishment of these rights and advantages have changed.

## **ARTICLE 38 TEMPORARY EMPLOYEES**

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38.01 The collective agreement applies to temporary and seasonal employees in the following manner:

**Article 1 Purpose of the collective agreement**

The entire article applies.

**Article 2 Definitions**

The entire article applies.

**Article 3 Union recognition and jurisdiction**

The entire article applies.

**Article 4 Management rights and obligations**

The entire article applies.

**Article 5 Non discrimination**

The entire article applies.

- Article 6 Union membership**  
The entire article applies.
- Article 7 Union activities**  
The entire article applies, except for clause 7.09.
- Article 8 Grievance and arbitration procedures**  
The entire article applies.
- Article 9 Seniority**  
Paragraphs 9.01 d), e), 9.02 a) 2 and 4, 9.03 b), and clauses 9.04 and 9.05 apply.  
Temporary employees hired for a period exceeding six (6) months shall be subject to a probationary period of sixty (60) days.
- Article 10 Employment security**  
The entire article does not apply.
- Article 11 Job posting**  
The entire article applies.
- Article 12 Movement and selection of personnel**  
The entire article applies.
- Article 13 Occupational health and safety**  
The entire article applies.
- Article 14 Sub-contracting**  
The entire article does not apply
- Article 15 Disciplinary measures**  
The entire article applies except for temporary employees who have not completed sixty (60) days worked in a period of six (6) months, for whom the grievance and arbitration procedure does not apply in the case of firing.
- Article 16 Personnel files**  
The entire article applies.
- Article 17 General**  
The entire article applies.
- Article 18 Work hours and schedules**  
The schedules of temporary employees are established by the University. The temporary employee hired to replace a permanent full-time employee or a probationary employee works the hours of the employee he is replacing.

**Article 19 Overtime**

The temporary employee can agree to extend his regular work hours up to the regular work day (seven (7) hours) or to the regular work week (thirty-five (35) hours). These hours shall not be considered as overtime, but are remunerated at the regular salary rate. All hours worked outside of the regular work day or regular work week are considered as overtime.

**Article 20 Holidays**

The entire article applies to the temporary employee. The temporary employee will be paid for any of the holidays outlined in clause 20.01 as long as it is part of the employee's regular work schedule.

**Article 21 Personal and social leaves**

The entire article applies.

**Article 22 Vacation**

The temporary employee shall receive, upon leaving, vacation pay equivalent to eight percent (8%) of his salary earned between his date of hire and his date of termination.

The temporary employee whose duration of employment exceeds twelve (12) months may take vacation, after agreement with his immediate supervisor.

Paid vacation is determined in the following manner: one day and two-thirds (1 2/3) for each month of seniority to a maximum of twenty (20) working days.

**Article 23 Parental leaves**

A pregnant temporary employee with less than two (2) years of continuous active service is entitled to an unpaid maternity leave of twenty (20) weeks. This leave shall not extend beyond the termination date of the employee's current contract.

After the birth or adoption of the employee's child, a temporary employee with less than two (2) years of continuous active service, is entitled to a leave without pay of up to thirty-four (34) continuous weeks, starting at the moment which the employee decided, but ending no later than one (1) year after the birth, or in the case of adoption, one (1) year after the child is placed in the employee's care. This leave shall not extend beyond the termination date of the employee's current contract.

A temporary employee with at least two (2) years of continuous active service at the date of application, is entitled to the maternity leave and parental leaves outlined in Article 23. Such leave shall not extend beyond the termination date of the temporary employee's current contract.

Notwithstanding the foregoing, this entitlement is not intended to confer any benefit, monetary or non-monetary, which the employee would not have had if he/she had remained at work.

**Article 24 Leave without pay**

The article does not apply.

**Article 25 Public service absences**

The article does not apply.

**Article 26 University closings**

The entire article applies.

**Article 27 Tuition waiver**

The article does not apply

**Article 28 Work accidents**

The University will pay a temporary employee who is absent from work as a result of an occupational injury as defined by the law, 90% of net salary for the fourteen (14) first calendar days following their first day of absence. Thereafter, the employee is reimbursed directly by the CSST.

As for the rest, the temporary employee and the University are subject to the provisions of the law on work accidents and occupational injuries.

**Article 29 Amendments to the collective agreement**

The entire article applies.

**Article 30 Premiums**

The entire article applies.

**Article 31 Classifications and salaries**

The entire article applies.

**Article 32 Benefits**

Temporary employees are entitled to participate in the Pension Plan in accordance with the rules and regulations set out in the supplemental Pension Plans Act of Quebec.

Temporary employees are not entitled to participate in the Group Insurance Plans.

**Article 33 Sick leave**

Temporary employees shall be protected by a salary insurance program.

The purpose of the salary insurance program is to compensate for the loss of earnings of any temporary employee who is not able to perform

his normal duties because of illness or accident other than an occupational injury.

The cost of the program is equally shared by the temporary employee and the University.

A temporary employee who becomes disabled due to illness or injury, at any time when his contract is in effect, shall be entitled to paid sick leave for a period of up to one (1) month, paid at the equivalent rate the temporary employee would have received had the temporary employee remained at work.

Temporary employees receiving paid sick leave may be required to provide satisfactory medical proof of inability to work.

When disability continues for more than one (1) month, the temporary employee shall be protected by the provisions of the salary insurance program.

Salary insurance payments shall be equal to sixty-six and 2/3 percent (66 2/3%) of the rate the temporary employee would have received had the temporary employee remained at work.

Salary insurance payments shall be made for the duration of the contract in effect at the moment the disability occurred or until the temporary employee returns to work, whichever occurs earlier.

The University shall deduct from each pay, in equal amounts, the temporary employee's portion of the salary insurance premium.

The salary insurance program applies as long as the disability begins at the earliest with the effective date of the temporary employee's contract.

The temporary employee who is to be absent due to illness or injury shall, as soon as possible, inform the immediate supervisor.

The University will provide the Union with a copy of the salary insurance policy.

**Article 34 Appendices and letters of agreement**

The entire article applies.

**Article 35 Technological change**

The entire article applies.

**Article 36 Training**

The entire article applies.

**Article 37 Acquired rights**

The entire article applies.

**Article 38 Temporary employees**

The entire article applies.

**Article 39 Retroactivity**

The entire article applies.

**Article 40 Duration of the collective agreement**

The entire article applies.

**ARTICLE 39 RETROACTIVITY**

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39.01 The salary scales provided in Appendix "B" for the period of June 2, 2002 to May 31, 2009 apply retroactively to June 2, 2002.

39.02 The retroactive pay resulting from the application of the present article is payable to employees in the employ of the University at the time of signature of the collective agreement.

Payment of the amount due is made within sixty (60) days of the signature of the collective agreement.

39.03 Employees who have left the University between June 2, 2002 and the date of the signature are eligible to the retroactive payment of 39.01 upon written request addressed to the Human Resources Department, within ninety (90) days of said date.

An employee having retired during this time period will have his retirement benefits calculations redone, taking into account the new salary scales of Appendix "B".

**ARTICLE 40 DURATION OF THE COLLECTIVE AGREEMENT**

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40.01 The collective agreement enters into and remains in effect from the signing of the collective agreement until May 31, 2009. It has no retroactive effect except where expressly provided.

40.02 Notwithstanding clause 40.01, the collective agreement remains in effect until the signing of a new collective agreement.

**IN WITNESS WHEREOF**, the Parties have signed in Montreal this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

**UNIVERSITÉ CONCORDIA**

**SYNDICAT DES EMPLOYÉ(E)S DE  
SOUTIEN DE L'UNIVERSITÉ  
CONCORDIA - SECTEUR TECHNIQUE  
(CSN) ) CONCORDIA UNIVERSITY  
UNION OF SUPPORT STAFF-TECHNICAL  
SECTOR (CSN)**

\_\_\_\_\_  
Claude Lajeunesse

\_\_\_\_\_  
René Lalonde

\_\_\_\_\_  
Michael Di Grappa

\_\_\_\_\_  
Joe Woods

\_\_\_\_\_  
Yves Gosselin

\_\_\_\_\_  
Danielle Carter

\_\_\_\_\_  
Miriam Posner

\_\_\_\_\_  
Athena Davis, FEESP-CSN

\_\_\_\_\_  
Hugues Thibault

\_\_\_\_\_  
Mark E. Turcot

## APPENDIX A CLASSIFICATION

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<b>JOB CLASS : I</b>
----------------------

### ***CORE FUNCTION***

Under the general direction of the immediate supervisor, performs complex duties that require the application of judgement and knowledge of specialized subject matter.

### ***EXAMPLES OF TASKS PERFORMED :***

- Organize and supervise day-to-day activities of services specific to a given area.
- Conceive, design, construct and install new and specialized equipment and systems.
- Maintain, repair and calibrate apparatus and equipment.
- Instruct students and staff in the operation of instruments and equipment.
- Supervise the work of full-time Technicians and casual staff.
- Manage and is accountable for assigned budgets/accounts, cash receipts, sales of materials and petty cash.

### ***MINIMUM QUALIFICATIONS:***

**Education and experience:** Professional DEC or equivalent and four (4) years of relevant experience.

**OR**

Bachelor's Degree in relevant discipline or equivalent and two (2) years of associated experience.

<b>JOB CLASS : II</b>
-----------------------

***CORE FUNCTION***

Under the general direction of the immediate supervisor, performs a variety of duties that require the application of judgement and knowledge of specialized subject matter related to a specific body of knowledge or to a specialized area of work.

Positions typically allow considerable latitude in planning and organizing work on a day-to-day basis.

***EXAMPLES OF TASKS PERFORMED :***

- Construct, repair or modify equipment or systems to predetermined specifications.
- Prepare, install and operate equipment and systems as required.
- Use a wide range of machine tools and equipment.
- Instruct faculty, students and staff in the operation of equipment and instruments.
- Set up procedures to ensure that proper care and attention is taken in the preparation of materials.
- Perform routine maintenance and performance checks on equipment and systems.
- Train and supervise casual staff.

***MINIMUM QUALIFICATIONS:***

**Education and experience:** Professional DEC or equivalent in relevant discipline and at least two (2) years of practical related experience,

**OR**

Academic DEC in relevant discipline plus three (3) years of related experience,

**OR**

Bachelor's Degree.

<b>JOB CLASS : Assistant Technician</b>
---

***CORE FUNCTION***

Under the direction of the immediate supervisor, performs a variety of duties all of which follow prescribed methods and procedures.

***EXAMPLES OF TASKS PERFORMED :***

- Receives and stores supplies.
- Regulates the loan of equipment.
- Assists in performing routine maintenance of equipment.

***MINIMUM QUALIFICATIONS:***

**Education and experience:** High School leaving or equivalent

Training in a relevant technical domain may be requested for certain positions.

## **APPENDIX B SALARIES**

---

### **A) Salary increases**

Effective June 2, 2002:	the June 1, 2002 salary rates and scales are increased by two and a half percent (2.5%)
Effective June 1, 2003:	salary rates and scales are increased by two and a half percent (2.5%)
Effective June 1, 2004:	salary rates and scales are increased by two and a half percent (2.5%)
Effective June 1, 2005:	salary rates and scales are increased by two and a half percent (2.5%)
Effective June 1, 2006:	salary rates and scales are increased by two and a half percent (2.5%)
Effective June 1, 2007:	salary rates and scales are increased by two and a half percent (2.5%)
Effective June 1, 2008:	salary rates and scales are increased by two and a half percent (2.5%)

### **B) Salary adjustment**

Moreover, in consideration of including Letter of agreement number 2 in the collective agreement, the University agrees to a salary adjustment of 1% on all rates and scales on June 2, 2002, as well as 1% on June 1, 2003, 2004, 2005 and 2006; of 1.25% on June 1, 2006; and of 1.5% on June 1, 2008.

As the percentage of salary adjustment is not compounded over the salary increase described in paragraph A), the total increase in salary rates and scales, including both salary increase and salary adjustment, is of 3.5% on June 2, 2002; 3.5% on June 1, 2003, 2004, 2005 and 2006; of 3.75% on June 1, 2007 and of 4% on June 1, 2008.

Complete salary scales are found in paragraph D) of this appendix.

### **C) Employees beyond the rate or beyond the scale**

The provisions of paragraphs A) and B) inclusive dealing with increases and adjustments in rates and salary scale are not applicable to an employee who, May 31<sup>st</sup> preceding the increase, has a pay rate at the top of the scale for his classification. This employee benefits, however, from a guaranteed increase in his rate for which the percentage is the same as that applicable to the fixed rate of pay or to the maximum of the scale for his classification and this increase is paid as follows:

- i) entirely as a lump sum payment if the fixed rate of pay or the maximum of the scale for his classification does not exceed his rate of pay;

or

- ii) in part as an increase to his rate of pay and in part as a lump sum payment, if the increased fixed rate of pay or the increased maximum of the scale for his classification is greater than his rate of pay; in such cases, the employee's rate of pay is increased by a percentage required to bring it to the fixed rate of pay or the maximum of the scale for his classification; the difference between, on the one hand, the percentage increase applied at the same date to the fixed rate of pay or to the maximum of the scale and, on the other hand, the percentage increase applied to his rate of pay is paid to the employee as a lump sum.

The lump sums provided herein are calculated on the employee's rate of pay before increasing and they are divided and distributed each pay, prorated to the regular paid hours for the period in question

**D) SALARY SCALES**

YEAR	Job class : Assistant Technician							
	Steps							
	1	2	3	4	5	6	7	8
June 2, 2002	\$13,38	\$13,73	\$14,13	\$14,57	\$14,91	\$15,38	\$15,90	\$16,29
June 1, 2003	\$13,85	\$14,22	\$14,62	\$15,08	\$15,44	\$15,92	\$16,45	\$16,86
June 1, 2004	\$14,34	\$14,71	\$15,13	\$15,61	\$15,98	\$16,48	\$17,03	\$17,45
June 1, 2005	\$14,84	\$15,23	\$15,66	\$16,16	\$16,54	\$17,05	\$17,63	\$18,06
June 1, 2006	\$15,36	\$15,76	\$16,21	\$16,72	\$17,11	\$17,65	\$18,24	\$18,69
June 1, 2007	\$15,93	\$16,35	\$16,82	\$17,35	\$17,76	\$18,31	\$18,93	\$19,40
June 1, 2008	\$16,57	\$17,01	\$17,49	\$18,04	\$18,47	\$19,04	\$19,68	\$20,17

<b>YEAR</b>	<b>Job class : Technician class II</b>											
	<b>Steps</b>											
	1	2	3	4	5	6	7	8	9	10	11	12
<b>June 2, 2002</b>	\$15,55	\$16,08	\$16,74	\$17,32	\$17,97	\$18,65	\$19,41	\$20,12	\$20,90	\$21,65	\$22,46	\$23,34
<b>June 1, 2003</b>	\$16,09	\$16,65	\$17,32	\$17,92	\$18,60	\$19,30	\$20,09	\$20,82	\$21,63	\$22,41	\$23,25	\$24,16
<b>June 1, 2004</b>	\$16,65	\$17,23	\$17,93	\$18,55	\$19,25	\$19,98	\$20,79	\$21,55	\$22,39	\$23,19	\$24,06	\$25,00
<b>June 1, 2005</b>	\$17,24	\$17,83	\$18,56	\$19,20	\$19,92	\$20,68	\$21,52	\$22,31	\$23,17	\$24,01	\$24,90	\$25,88
<b>June 1, 2006</b>	\$17,84	\$18,46	\$19,20	\$19,87	\$20,62	\$21,40	\$22,27	\$23,09	\$23,98	\$24,85	\$25,77	\$26,78
<b>June 1, 2007</b>	\$18,51	\$19,15	\$19,93	\$20,62	\$21,39	\$22,20	\$23,10	\$23,95	\$24,88	\$25,78	\$26,74	\$27,79
<b>June 1, 2008</b>	\$19,25	\$19,91	\$20,72	\$21,44	\$22,25	\$23,09	\$24,03	\$24,91	\$25,87	\$26,81	\$27,81	\$28,90

<b>YEAR</b>	<b>Job class : Technician class I</b>											
	<b>Steps</b>											
	1	2	3	4	5	6	7	8	9	10	11	12
<b>June 2, 2002</b>	\$17,32	\$17,97	\$18,65	\$19,41	\$20,12	\$20,90	\$21,65	\$22,46	\$23,34	\$24,26	\$25,16	\$26,08
<b>June 1, 2003</b>	\$17,92	\$18,60	\$19,30	\$20,09	\$20,82	\$21,63	\$22,41	\$23,25	\$24,16	\$25,11	\$26,04	\$26,99
<b>June 1, 2004</b>	\$18,55	\$19,25	\$19,98	\$20,79	\$21,55	\$22,39	\$23,19	\$24,06	\$25,00	\$25,99	\$26,95	\$27,94
<b>June 1, 2005</b>	\$19,20	\$19,92	\$20,68	\$21,52	\$22,31	\$23,17	\$24,01	\$24,90	\$25,88	\$26,90	\$27,90	\$28,92
<b>June 1, 2006</b>	\$19,87	\$20,62	\$21,40	\$22,27	\$23,09	\$23,98	\$24,85	\$25,77	\$26,78	\$27,84	\$28,87	\$29,93
<b>June 1, 2007</b>	\$20,62	\$21,39	\$22,20	\$23,10	\$23,95	\$24,88	\$25,78	\$26,74	\$27,79	\$28,88	\$29,96	\$31,05
<b>June 1, 2008</b>	\$21,44	\$22,25	\$23,09	\$24,03	\$24,91	\$25,87	\$26,81	\$27,81	\$28,90	\$30,04	\$31,15	\$32,29

## CUUSS\_TS\_Seniority - Permanent

Date d'ancienneté	Nom	Prénom	Titre d'emploi	Classe	Département	Statut	Heures d'ancienneté
19720905	ROY	DANIEL	Technicien	I	BLDG., CIVIL & ENV. ENG.	FT	63,990
19740813	CARTER	RALPH	Opérateur principal - Informatique	I	I.I.T.S.	FT	60,460
19740904	KHALIFA	KAMEL	Technicien	I	COMMUNICATION STUDIES	FT	60,357
19741028	MIKHAIL	SABAH	Technicien	I	BIOLOGY	FT	60,144
19750902	KWIATKOWSKI	MARK	Technicien	I	GEOLOGY	FT	58,548
19760101	ROGAN	FRANC	Technicien	I	PSYCHOLOGY	FT	58,013
19760913	KOWALEWSKI	CHRISTOPHER	Technicien	I	SCIENCE TECHNICAL CENTRE	FT	54,758
19770110	PRENT	MARK	Technicien	I	STUDIO ARTS	PT	31,996
19771010	BELANGER	CHARLES L	Technicien	I	I.I.T.S.	FT	54,693
19780714	DUCHOW	DAVID	Technicien	I	PHOTOGRAPHY	FT	53,207
19780901	YOUNG	VICTOR	Technicien	II	COMMUNICATION STUDIES	FT	53,067
19780905	BERNARD	CLAUDE	Assignment pré-système	II		FT	53,049
19780129	LEE	KAI	Technicien	II	CHEMISTRY & BIOCHEMISTRY	FT	52,379
19790910	STECYK	GEORGE	Opérateur - Informatique	II	I.I.T.S.	FT	51,186
19790924	RANDELL	PETER	Technicien	I	MUSIC	FT	51,077
19791009	QADRI	IQBAL	Technicien	II	CHEMISTRY & BIOCHEMISTRY	FT	51,039
19800226	ROBINSON	JANICE	Coordonnateur du Service du Campus Loyola	I	I.I.T.S.	FT	50,400
19800505	PAGLIUCA	ANNA	Opérateur - Informatique	I	I.I.T.S.	FT	49,928
19800818	PARISELLA	SUSAN	Technicien	I	BIOLOGY	FT	49,734
19800804	GRIFFIN	KATHRYN	Technicien	I	SCULPTURE, CERAMICS & FIBRES	FT	49,471
19810209	HRIB	JOSEF	Technicien - système mécanique	I	BLDG., CIVIL & ENV. ENG.	FT	46,591
19810706	CLOUTIER	FRANCOIS-XAVIER	Technicien	I	STUDIO ARTS	FT	47,860
19810904	NUDO	FRANCESCO	Technicien	I	CHEMISTRY & BIOCHEMISTRY	FT	47,568
19810815	LOMBARDO	ROCCO	Technicien	I	CIVIL ENGINEERING	FT	47,513
19820201	LEVINSON	ZAV	Technicien	I	SCULPTURE, CERAMICS & FIBRES	FT	46,819
19820510	BRODIE	CHRISTOPHER	Coordonnateur du Service du Campus Loyola	II	I.I.T.S.	FT	46,326
19820526	HEALEY	FRANK	Opérateur - Informatique	II	I.I.T.S.	FT	46,219
19820920	PISARSKY	ROBERT	Technicien	I	SCIENCE TECHNICAL CENTRE	FT	45,540
19830822	KRYSZTOFOWICZ	ANDRZEJ A K	Technicien	I	DESIGN ART	FT	43,796
19850527	DISSEGNA	ALDO	Technicien	I	TECHNICAL SERVICES	FT	40,808
19860108	VO	NGOC	Technicien	II	BLDG., CIVIL & ENV. ENG.	FT	39,839
19860107	DENIS	ELAINE	Technicien	I	SCULPT/CERAMIC/FIBRES	FT	39,651
19860401	ROBERT	DENIS	Technicien	I	I.I.T.S.	FT	39,200
19860501	WOODS	JOSEPH	Technicien	I	ELECTRICAL & COMPUTER ENGR.	FT	39,054
19860901	ROKAS	JANET	Technicien	I	BIOLOGY	FT	38,074
19870113	LALONDE	RENE	Technicien	I	COMMUNICATION STUDIES	FT	37,688
19870518	BLYSZCZAK	PETER	Technicien	I	EDUCATION	FT	37,119
19870622	BISSONNETTE	ROBERT	Technicien	I	STUDIO ARTS	FT	37,002
19870901	CAMPAGNA	LEO	Technicien	I	COMMUNICATION STUDIES	FT	36,806
19871013	BRUTON	RAYMOND	Technicien	II	ACADEMIC INFO TECHNOLOGY	FT	36,405
19880104	CHU	DAVE	Technicien	I	ELECTRICAL & COMPUTER ENG	FT	35,985
19880201	ALFARA	JUAN	Technicien	I	MECHANICAL ENGINEERING	FT	35,839
19880215	ALLIX	RICHARD	Technicien	I	TECHNICAL SERVICES	FT	35,784
19880309	SIGOUIN	CAROLINE	Technicien	II	ARCHIVES	FT	35,656
19880522	PERINI	CAROL	Superviseur de jour	I	I.I.T.S.	FT	35,327
19880601	NIETO	ANTOLIANO	Technicien	I	DESIGN ART	FT	35,236
19880901	MESSINA	CARLOS	Moniteur, laboratoire d'informatique	I	CONTINUING EDUCATION	FT	34,779
19880901	POTVIN	STEPHEN	Moniteur, laboratoire d'informatique	I	CONTINUING EDUCATION	FT	34,779
19881017	BRUNETTI	GEORGE	Technicien	II	LIBRARY	FT	30,360
19881205	COLANTUONO	DONATO	Technicien	II	I.I.T.S.	FT	34,171
19890101	HUARD	GILLES	Technicien	I	MECHANICAL ENGINEERING	FT	34,176
19890116	POURARYA	HASSAN	Coordonnateur de soir (SGW)	I	I.I.T.S.	FT	34,109
19890801	SBLENDORIO	GIUSEPPINA	Technicien	II	FINE ARTS	FT	33,409
19890829	BALL	JAMES	Technicien	I	PAINTING & DRAWING	FT	33,044
19900101	RAHMAN	KHALIL	Technicien	I	CHEMISTRY & BIOCHEMISTRY	FT	32,349
19900806	BEATTIE	DONALD	Technicien	I	BIOLOGY	FT	31,253
19901203	PLENZICH	GIOVANNI	Technicien	II	REGISTRAR	FT	13,650
19911001	SEGUIN	JEAN-LOUIS	Technicien	I	COMMUNICATION STUDIES	FT	29,082
19911119	DESSUREAULT	ERIK	Technicien	II	LIBRARY	FT	28,933
19920106	LENTO	FRANK	Technicien	I	I.I.T.S.	FT	28,659
19920908	BIFFI	JOHANNE	Technicien	I	PHOTOGRAPHY	FT	24,077
19921001	SMART	MICHAEL	Technicien	I	COMMUNICATION STUDIES	FT	27,325
19921115	DAVIS	JOHN	Technicien	I	CONCERT HALL	FT	31,380

APPENDIX C  
SENIORITY LIST

## CUUSS\_TS\_Seniority - Permanent

Date d'ancienneté	Nom	Prénom	Titre d'emploi	Classe	Département	Statut	Heures d'ancienneté
19930502	UMBRASAS	RITA	Technicien	I	CHEMISTRY & BIOCHEMISTRY	FT	44,535
19931213	LAPIERRE	GAETAN	Technicien, conception assistée par ordinateur	II	FACILITIES MANAGEMENT	FT	25,133
19940820	CUGURS	ERIC	Superviseur de sol	II	I.I.T.S.	FT	23,835
19941205	CARTER	DANIELLE	Technicien	II	FINE ARTS	FT	26,247
19951127	DEMERS	LUC	Technicien - système électronique	II	BLDG., CIVIL & ENV. ENG.	FT	21,452
19960117	HARVEY	MICHEL	Technicien	I	BIOLOGY	FT	21,320
19960213	ESTEVEZ	JOSE	Technicien	II	MECHANICAL ENGINEERING	FT	11,438
19971117	VAIRA	ALEXANDRE	en disponibilité	I	FINE ARTS	FT	17,950
19980226	BILODEAU	CHRISTIAN	Technicien	II	BOOKSTORE	FT	17,738
19990517	MACPHERSON	ALEX	en disponibilité	I	MECHANICAL ENGINEERING	FT	5,902
19990802	MUSSA	MOHAMED	Technicien micro-ordinateur	II	JOHN MOLSON SCH. OF BUS.	FT	14,155
19990913	OLIVER	ROBERT	Technicien	I	MECHANICAL ENGINEERING	FT	14,609
20000207	SILICANI	LAURA	Technicien	II	LIBRARY	FT	13,748
20000901	MANKU	GURNAM	dangereuses	I	ENVIR. HEALTH & SAFETY	FT	3,861
20001204	PENNY	MARK	Technicien	II	I.I.T.S.	FT	1,435
20010103	WRIGHT	SÉAN	Technicien, Santé et Sécurité	II	ENVIR. HEALTH & SAFETY	FT	12,236
20020103	CHIRWA	NEEMA	Technicien	I	CHEMISTRY & BIOCHEMISTRY	FT	10,304
20020610	LUCKHART	BRADFORD	Technicien	I	MECHANICAL ENGINEERING	FT	9,625
20020918	CHICOINE	WILLIAM	en disponibilité	I	MECHANICAL ENGINEERING	FT	9,099
20030108	DOCHIA	MARIA	Technicien	I	CHEMISTRY & BIOCHEMISTRY	FT	8,540
20030203	AMBROISE	ERIC	Technicien	II	ENVIR. HEALTH & SAFETY	FT	8,400
20030611	DURU	GHEORGHE DAN	Technicien en électronique	I	SCIENCE TECHNICAL CENTRE	FT	7,490
20031014	CIORTEA	MIHAI	d'enseignement	I	CHEMISTRY & BIOCHEMISTRY	FT	7,140
20040315	POPOFF	MIKE	Technicien informatique	II	LIBRARY	FT	6,230
20050307	TRUDEL	JEAN-FRANCOIS	Technicien, soins animaliers	II	ANIMAL CARE	FT	4,820
20050905	DERICK	JAMES	Technicien	I	I.I.T.S.	FT	3,640
20051114	KOUKIS	SPYRO	Technicien	I	ACADEMIC INFO TECHNOLOGY	FT	3,360
20060403	BOJU	LORENA	Technicien - biosécurité et laboratoire	II	ENVIR. HEALTH & SAFETY	FT	2,660
20070205	TURNER	SHANE	Technicien	II	I.I.T.S.	FT	1,120
20070711	SZCZAWINSKI	HENRY	Technicien	I	MECHANICAL ENGINEERING	FT	336
20070815	DJORDJEVIC	MARIJA	Costumière	I	THEATRE	FT	161
20070815	KRUEGER	RUDI	Technicien	II	ZZ GENERAL	FT	161

CUUSS-TS Seniority - Contract

Date d'ancienneté	Nom	Prénom	Titre d'emploi	Classe	Département	Statut	Heures d'ancienneté
	SIMARD	MARIE	Technician I	I	STUDIO ARTS	PT	4,144
	COTE	DOMINIQUE	TECHNICIAN II II	II	MUSIC	PT	2,730

Within thirty (30) days of the signature of the collective agreement, the parties will meet to revise and finalise the seniority and continuous service dates in this Appendix as per the criterion described in the collective agreement (Article 9). The seniority list will be posted as per clause 9.05

## **APPENDIX D    EMPLOYMENT EQUITY**

---

The University is committed to employment equity and to act upon the problem of under-representation of women, aboriginal peoples, visible minorities and persons with disabilities.

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.

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 Human Resources Department and the union will take a proactive approach to the formulation of policies, programmes and goals that support the recruitment, selection, promotion and retention of the under-represented groups and employees.

APPENDIX E

LETTER OF CERTIFICATION

Gouvernement du Québec  
Bureau du commissaire général du travail

Dossier M-16641-23

Affaire MR-005-01-87

AG-87-04-M-205

ACCREDITATION

CONCORDIA UNIVERSITY  
1455 ouest, boul. De Maisonneuve  
Montréal (Québec)  
H3G 1M8

EMPLOYEUR

à son établissement situé à:

1455 de Maisonneuve, ouest, Montréal  
1395 rue Dorchester, ouest, Montréal  
7141 rue Sherbrooke, ouest, Montréal

SYNDICAT DES EMPLOYE(E)S DE SOUTIEN DE  
L'UNIVERSITE CONCORDIA - SECTEUR TECHNIQUE  
(CSN)  
CONCORDIA UNIVERSITY UNION OF SUPPORT STAFF  
TECHNICAL SECTOR (CSN)

ASSOCIATION REQUÉRANTE

Vu la requête en accréditation déposée par l'association ci-dessus au Bureau du commissaire général du travail le 22 décembre 1986, pour représenter le groupe de salariés suivant:

"Tous les employés classifiés comme techniciens, salariés au sens du Code du Travail."

CONSIDÉRANT que l'employeur et l'association ont donné leur accord pour que l'unité de négociation soit décrite comme ci-après:

CONSIDÉRANT qu'ils se déclarent d'accord sur les personnes visées par cette requête;

CONSIDÉRANT que l'association comptait entre 35% et 50% des membres dans l'unité au moment du dépôt de sa requête;

CONSIDÉRANT qu'il y avait lieu en cette instance de tenir un scrutin parmi les salariés visés par cette requête;

CONSIDÉRANT que le résultat du scrutin tenu le 8 avril 1987 démontre que l'association possédait le caractère représentatif requis;

CONSIDÉRANT que toutes les autres dispositions du chapitre II ont été respectées;

POUR CES MOTIFS ET EN VERTU DES POUVOIRS QUI ME SONT CONFÉRÉS PAR LE CODE DU TRAVAIL, L'ACCREDITE l'association requérante pour représenter le groupe de salariés suivant:

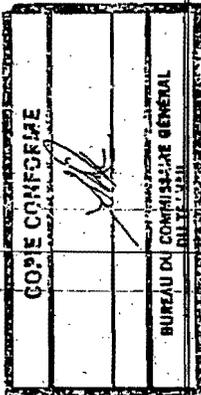
"Tous les employés classifiés comme techniciens, salariés au sens du Code du Travail."

LABOUR RELATIONS BRANCH  
RECEIVED

AUG 10 1987

*Alphonse Chiasson*  
Alphonse Chiasson  
Agent d'accréditation

FAIT ET SIGNÉ À MONTREAL LE 16 avril 1987.



## APPENDIX F

## DEFERRED SALARY LEAVE PLAN CONTRACT

(Sample of the contract)

### 1. DEFINITIONS

- 1.01 **Deferral period:** a maximum period of four and a half (4.5) consecutive years during which an admissible employee participates in the plan without being on leave.
- 1.02 **Deferred salary:** the percentage of the annual earnings that a participating employee, in agreement with the University, agreed to save during each year of the deferral period.
- 1.03 **DSLPL:** deferred salary leave plan, including any changes amendments and modifications hereof in accordance thereto.
- 1.04 **Earnings:** the gross annual salary received from the University by a participating employee in a plan year before any deduction (income tax, unemployment insurance, pension plan and fringe benefits).
- 1.05 **Eligible employee:** any employee who is covered by the provisions of the collective agreement.
- 1.06 **Fund:** a trust fund established pursuant to a trust agreement with the Trustee, into which the deferred portion of the salary is paid by the University and from which payments are made to participating employees in accordance with the terms of the DSLPL.
- 1.07 **Leave:** the plan year following the deferral period, during which a participating employee is on a leave of absence authorized by the University.
- 1.08 **"Participating Employee:** eligible employee whose request for participation in the DSLPL has been accepted.
- 1.09 **Participating year or plan year:** a twelve-month period.
- 1.10 **Trustee:** the Royal Trust or another trust company incorporated under the laws of Canada or a province.

In the present contract, the singular can include the plural and vice-versa.

## **2. DEFERRED SALARY**

- 2.01 During each plan year prior to the leave, the University will deduct the deferred salary from the participating employee's earnings and entrust such amount with the trustee responsible for the fund. These deductions are spread over the entire deferral period, and are prorated on the earnings periodically paid to the participant. The deferred salary cannot exceed 33 1/3 % of earnings. The product of the deferral period multiplied by the percentage of deduction cannot exceed 100%.
- 2.02 The trustee will establish and maintain on its books for the fund a separate account for each participant. He will 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 will bear interest at the applicable rate for such an account.
- 2.03 Prior to the end of each calendar year, the trustee will pay to each participating employee, the interest earned on the aggregate amount of deferred salary which it holds in the fund in his name.
- 2.04 The Trustee will provide to each participating employee an annual statement showing the aggregate of deferred salary held in trust in the employee's account, interest earned, and payments made from the account.

## **3. INCOME TAX**

- 3.01 The Employer will make the required deductions from a participating employee's earnings during the deferral period, calculated on the earnings for the applicable calendar year less the deferred salary for that year.
- 3.02 During the leave, monies paid to a participating employee will be taxable and subject to the required deductions as if such amounts formed part of his revenue for that calendar year.

## **4. WITHDRAWAL**

- 4.01 A participating employee who, during his participation in the DSLP:
- a) ceases to be employed by the University;

- b) is not working because of an extended maternity leave, a work accident, a long-term disability leave or other authorized leave;
- c) retires or dies,

is deemed to no longer belong to the DSLP effective on the cessation of employment, leave, retirement or death.

- 4.02 Participating employees may withdraw from the DSLP at any time during the deferral period upon one (1) month's prior written notice to the University.
- 4.03 Upon withdrawal, according to 4.01 or 4.02, the participating employee, or his estate, will receive the aggregate deferred salary, plus accumulated interest, if any, in his account in the trust fund within thirty (30) days of the withdrawal or reception of the notice of withdrawal, whichever is the case. Any such sum is subject to the required deductions.

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

- 5.01 Due to necessity, the University may require that a participating employee entitled to leave defer the leave from the agreed date. The University will so notify the employee in writing at least six (6) months prior to the leave, stating the reasons for its request. The University cannot request that a participant postpone his leave without a valid reason. It must also reimburse the employee any non-refundable deposit that he made towards enrolment in an education institution. For this purpose, the participant will provide the University with the official receipts from the institution to support his claim.
- 5.02 A participating employee may request that the University defer his deferred salary leave. The request must reach the University at least six (6) months prior to the date of the start of the leave. The University may accept requests with shorter notice at its discretion.
- 5.03 In the case of maternity leave during the deferred salary leave, participation in the plan is suspended for a maximum of twenty (20) weeks.

**DEFERRED SALARY LEAVE PLAN**

**CONTRACT BETWEEN**

CONCORDIA UNIVERSITY  
(herein referred to as "the University")

and

Family name \_\_\_\_\_

Surname \_\_\_\_\_  
(herein referred to as "the employee")

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**DURATION OF THE CONTRACT**

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**A.** The present contract will come into force on \_\_\_\_\_ and  
expires on \_\_\_\_\_

**B.** The length the leave is \_\_\_\_\_,  
namely, from \_\_\_\_\_ to \_\_\_\_\_

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**SALARY**

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**C.** During each of the years of the contract, the employee will  
receive \_\_\_\_\_% of his salary.

**IN WITNESS THEREOF**, the Parties signed, in Montreal, province of Quebec,  
on the \_\_\_\_\_ of the month of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Concordia University

\_\_\_\_\_  
Employee

## **LETTER OF AGREEMENT # 1**

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**Between: Concordia University**

**And: Syndicat des employé(e)s de soutien de l'Université Concordia –  
Secteur Technique (CSN) Concordia University Union of Support  
Staff-Technical Sector (CSN).**

**Subject: Inter-Union work committee**

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The Parties agree to the following:

1. The Parties will meet to update article 23 relative to parental leave in view of incorporating, where necessary, the provisions of the Quebec Parental Insurance Plan and to integrate the applicable terms and conditions of the November 25, 2003 letter of agreement.
2. The Parties will meet to establish a procedure to handle psychological harassment complaints.
3. Considering the will of the Parties to develop a common approach to parental leaves and treatment of psychological harassment complaints, this ad-hoc committee is composed of representatives from the CSN support staff unions (CUSSU, CULEU and CUUSS-TS)

For CUUSS-TS (maximum of 2 representatives), the committee will conform to the provisions set out for the union bargaining committee (paragraph 7.02 b)). It is therefore agreed that meeting and preparation time is without loss of pay and is not deducted from the bank of hours provided in paragraph 7.08 a).

Any party may request the presence of an external advisor at committee meetings.

4. The modifications agreed upon by the Parties will be integrated into the respective collective agreements in effect on the date of signature of the letter of agreement. Failing agreement, articles 5 and 23 will remain unchanged.
5. The Parties agree to exercise due diligence in order to finalise the above project before January 1, 2008.

## **LETTER OR AGREEMENT # 2**

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**Between: Concordia University**

**And: Syndicat des employé(e)s de soutien de l'Université Concordia –  
Secteur Technique (CSN) Concordia University Union of Support  
Staff-Technical Sector (CSN).**

**Subject: Application of clause 7.08**

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The Parties agree to the following procedure regarding the application of clause 7.08:

After receipt of the notice in clause 7.08 b), if the immediate supervisor considers that the absence of the union representative may seriously affect the normal operations of the department, the Parties meet in the seven (7) working days preceding the anticipated absence to find a solution, taking into consideration the union representative's duties towards their members and the operational needs of the University:

The solution may include, amongst others:

- A reduction or modification of the duration of the union leave
- A postponement to an agreed upon date
- A postponement of the work to be completed to accommodate the union leave
- Replacement of the union representative as agreed upon between the Parties
- Any other solution the Parties may find appropriate to meet the needs of both Parties

Failing agreement is not reached on a common solution, the University will decide. Union leave is not denied without a valid and serious reason. The University informs the Union in writing of its decision

When a problem raised by the immediate supervisor while a solution is being sought, the Parties will consider the following factors:

1. A union leave is a constraint on the operations of the department concerned. Such a constraint must be accommodated, unless it creates undue hardship for the University by, for example, causing the cancellation of a laboratory or an examination.
2. The University may not systematically deny requests for union leave for the sole reason that an employee is always essential to the operation of the department
3. Health and safety considerations must be taken into account by the Parties
4. The union representative who is granted leave takes all reasonable measures to be reached by the immediate supervisor in case of emergency

5. The established practice in terms of union leave in the department concerned before February 27, 2006

Are exempt from the procedure described above:

1. The following requests for union leave may not be denied by the University :
  - Request from a union representative to testify or to represent the Union at a hearing before an administrative tribunal
  - Request for an event external to the University for which the Union does not control the agenda, such as convention, conference or union training sessions. In the latter cases, the Union notifies the University fifteen (15) working days in advance (a maximum of 2 union representatives may be away on union leave, including the president)
  - Request for union leave for the president of the Union or his replacement in case of absence.
2. The following requests may not be denied by the University, but the date of the leave must be agreed upon :
  - Members of the Union executive committee one day per month
  - Members of the Union Council once per month, from noon to 2:00 p.m.
  - Members of the negotiations committee to prepare texts as per 7.02 a) and to prepare during negotiations at the ratio of one preparation day per day of negotiation.
3. The following requests may not be denied by the University, but the employee to whom the leave is granted must be agreed upon :
  - Leave to accompany an employee in meetings with University representatives in situations provided by the collective agreement
  - Leave to represent the Union when a right of refusal is exercised under the Act Respecting Occupational Health and Safety.

Analysis of the experience of the Parties in applying this letter of agreement:

In case of a problem arising from the application of this letter of agreement, the Parties may bring this subject for discussion at a Labour Relations Committee.

## LETTER OR AGREEMENT # 3

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### LETTRE D'ENTENTE

entre L'Université Concordia  
ci-après désigné "l'Employeur"

et Le Syndicat des Employé-e-s de soutien de l'Université  
Concordia secteur technique (CSN) – Concordia  
University Union of Support Staff – technical sector  
(CSN)  
ci-après désigné "le Syndicat"

Les parties aux présentes conviennent de ce qui suit:

1. La présente lettre d'entente constitue une modification au sens de l'article 72 du Code du travail du Québec à la convention collective de travail en vigueur jusqu'au 31 août 2002.
2. L'article 23 "Congés parentaux" demeure tel que formulé dans la convention collective, sauf pour les modifications suivantes :
3. En plus du congé de paternité prévu à l'article 23.20, la personne salariée dont la conjointe a donné naissance à un enfant a droit à un congé parental maximum de trente-cinq (35) semaines au cours desquelles, si elle reçoit des prestations d'assurance emploi, elle aura droit à l'indemnité complémentaire calculée tel que prévu à l'article 23.09 b). Une fois que la période au cours de laquelle la personne salariée recevait l'indemnité complémentaire est terminée, la personne salariée peut bénéficier de l'article 23.25 de la convention collective. Toutefois, le total du congé parental au cours duquel la personne salariée reçoit l'indemnité complémentaire et du congé parental sans solde ou congé partiel sans solde ne doit pas excéder deux (2) ans.
4. En plus du congé de maternité prévu à l'article 23.05, la salariée a droit à un congé parental maximum de trente-deux (32) semaines au cours desquelles, si elle reçoit des prestations d'assurance emploi, elle a droit à l'indemnité complémentaire calculée tel que prévu à l'article 23.09 b). Une fois que la période au cours de laquelle la salariée recevait l'indemnité complémentaire est terminée, la salariée peut bénéficier de l'article 23.25 de la convention collective. Toutefois, le total du congé parental au cours duquel la salariée reçoit l'indemnité complémentaire et du congé parental sans solde ou congé partiel sans solde ne doit pas excéder deux (2) ans.
5. Aux fins de l'application des dispositions concernant l'indemnité complémentaire prévue ci-dessus, les parties

conviennent d'une période de transition et d'une application graduelle de ces dispositions comme suit :

6. **à compter du 1er août 2003:** la personne salariée régie par la convention collective bénéficiera d'une période de vingt (20) semaines pour lesquelles l'indemnité complémentaire prévue ci-dessus est payable.
7. **à compter du 1er janvier 2004:** la personne salariée régie par la convention collective bénéficiera d'une période maximale de trente-cinq (35) semaines pour lesquelles l'indemnité complémentaire prévue au congé parental de paternité est payable et d'une période maximale de trente-deux (32) semaines pour lesquelles l'indemnité complémentaire prévue au congé parental de maternité est payable.
8. **À compter du 1er août 2003:** les quinze (15) semaines prévues à l'article 23.21b) sont augmentées à dix-sept (17) semaines. À ces dix-sept (17) semaines s'ajoutent dix-huit (18) semaines au cours desquelles, si elle reçoit des prestations d'assurance emploi, la personne salariée a droit à l'indemnité complémentaire calculée tel que prévu à l'article 23.09 b). Une fois que la période au cours de laquelle la personne salariée reçoit l'indemnité complémentaire est terminée, la personne salariée peut bénéficier de l'article 23.25 de la convention collective. Toutefois, le total du congé parental au cours duquel la personne salariée reçoit l'indemnité complémentaire pour adoption et du congé parental sans solde ou congé partiel sans solde ne doit pas excéder deux (2) ans.
9. L'article 23.13 s'applique de la façon suivante :
  - Congé de maternité : seulement durant les vingt (20) premières semaines
  - Congé de paternité : seulement durant les cinq (5) premiers jours ouvrables
  - Congé pour adoption : seulement durant les dix-sept (17) premières semaines

En dehors de ces périodes, et si la personne salariée décide de prolonger ces congés parentaux, elle ne bénéficiera que des avantages suivants :

- a) accumulation de l'ancienneté
  - b) conservation de l'expérience
  - c) participation aux régimes de bénéfices auxquels elle a droit, en défrayant sa part des primes.
10. La personne salariée régie par la convention collective qui recevait des prestations d'assurance emploi en raison d'un congé parental avant le 1er août 2003 ne recevra pas l'indemnité complémentaire pour la période précédant le 1er août 2003. Toutefois, à compter du 1er août 2003, la personne salariée régie par la convention collective qui recevait des prestations

d'assurance emploi en raison d'un congé parental bénéficiera de l'indemnité complémentaire prévue à l'article 23.09 et ce, jusqu'à concurrence du nombre de semaines prévues selon la présente entente.

11. La présente lettre d'entente est régie, interprétée et appliquée selon les lois du Québec.

La présente lettre d'entente sera déposée au Ministère du travail.

En foi de quoi les parties ont signé à Montréal, ce \_\_\_\_ jour du mois de \_\_\_\_\_ 2003.

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**Université Concordia**

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**Le Syndicat des Employé-e-s  
de soutien de l'Université  
Concordia secteur technique  
(CSN) – Concordia University  
Union of Support Staff –  
technical sector (CSN)**