

**COLLECTIVE AGREEMENT**

between

**CONCORDIA UNIVERSITY**

and

**CONCORDIA UNIVERSITY UNION  
OF SUPPORT STAFF-TECHNICAL  
SECTOR (CSN)**

IN EFFECT UNTIL MAY 31, 2002

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## **1. PURPOSE OF THE AGREEMENT**

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1.01 It is the purpose of this agreement:

- a) to promote orderly relations between the University, the Union, and all employees covered by this 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 this collective agreement.

## **2. DEFINITION OF TERMS**

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

2.01 **Employee:**

Means any person employed by Concordia University who is covered by the certificate of accreditation issued by the ministère du Travail.

2.02 **Probationary Employee:**

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

2.03 **Permanent Employee:**

Means any employee who has successfully completed the probationary period provided for in clause 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 pro rated 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 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 the person to whom an employee is legally married by virtue of a civil or religious ceremony; or with whom the employee has continuously cohabited in a spousal relationship for at least one (1) year if neither party is married to another person, or for at least three (3) years in all other cases.
- 2.14      **Staff Complement:**  
Staff complement position means an on-going position funded from the University's operating budget.
- 2.15      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.

### **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 labour agreement for all employees included in the bargaining unit.
- 3.02      The tasks usually performed by employees covered by the present collective agreement cannot be regularly performed by people outside the bargaining unit as defined by the certificate of accreditation.
- 3.03      In order to be valid, all agreements subsequent to the signature of the present agreement among one, several or all of the employees and the University, that modify the present agreement must receive the written approval of the Union.
- 3.04      The present collective agreement applies to all employees covered by the certificate of accreditation issued by the ministère du Travail to the Concordia University Union of Support Staff-Technical Sector (CSN).

#### **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 this 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.

#### **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 conditions, marital status, kinship and partner, mother tongue, nationality, marital status of parents, physical appearance, physical disabilities, political beliefs, race, religion or absence of religion, sex, sexual preference, or the exercise of any rights conferred by this agreement or the law.

- 5.02 Hiring practices, job postings, and personal 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, constitutes 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 her/him, or humiliating her/him, or showing disrespect towards her/him, and that compromises her/his right to fair and reasonable work conditions, and her/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 her/his sexual characteristics, and that compromises her/his right to fair and reasonable work conditions, and her/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.

## **6. UNION MEMBERSHIP AND CHECK-OFF**

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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 this agreement and employees who become members at a later date must remain members of the Union for the duration of this 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 her/him to sign a membership card, and will collect the membership fee directly.
- b) For the purposes of clause 6.02a), a fifteen (15) minute meeting is provided in a convenient, confidential location between a new employee and her/his Union delegate or in her/his absence, her/his replacement. This meeting must take place between the first (1st) and the fifth (5th) working day of the new employee. The scheduling of this meeting will be arranged with the appropriate 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 this Agreement.
- 6.05 The University deducts from each employee's pay cheque in each pay period, an amount equal to the union dues.
- 6.06 New employees pay 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 cheques.
- 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 TP4 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 present agreement, the University provides the Union with a list of employees in the bargaining unit. The list will contain the following information:
- a) name;
- b) class and step;
- c) position (title, department);
- d) status (for temporary employees, projected period of hire);
- e) date of hire.
- 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 Employee Relations office 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.

## **7. LEAVE FOR UNION ACTIVITY**

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- 7.01 a) The parties recognize ten (10) Union delegates and their substitutes. The Union shall decide on the distribution of these delegates and will inform the University as provided in clause 7.01c).
- b) No Union officer or delegate leaves her/his assigned place of work without having made the necessary arrangements with the appropriate 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, be their officers, Union delegates, and/or members of the different committees recognized by the present collective agreement. Thereafter, any change to the said list is sent the same way.
- d) It is understood 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 delegate 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) The University provides and maintains an office for the exclusive use of the Union furnished with two (2) tables, a desk, chairs, a four-drawer filing cabinet and an electric typewriter. The Union is responsible for the monthly telephone charges.
- g) The University agrees that the Union may use the internal mail service for mailing its news bulletins and notices to the members.
- h) Any employee affected by the present article can not be inconvenienced or suffer any prejudice for her/his activities.
- i) Any meeting with representatives of the University does not incur any loss of pay for the employee concerned.
- j) 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 **NEGOTIATIONS COMMITTEE**

- a) In the twelve (12) months preceding the expiry of the collective agreement, the employees who are members of the negotiations 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 Article 7.08 b).
- b) For each negotiation, mediation or arbitration meeting, the University grants the Negotiations Committee leave without loss of pay.

- c) Members of the Negotiations 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) members, one of which is the Union delegate of the employees concerned.
- b) In order to conduct their inquiry, members of the Grievance Committee, after having informed their respective 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 Employee Relations office information regarding these leaves at least ten (10) working days prior to the beginning of the full session.

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

7.05 **UNION COUNCIL**

- a) The Union Council is made up of all the Union officers, delegates, and 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 officer will advise the Employee Relations office at least ten (10) days before the meeting. The days and hours used for these ends are taken from the bank provided in Article 7.08b).

**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 two (2) parties. To this end, the parties will meet to exchange information and to engage in discussions to find solutions to issues related to working conditions.
- b) The Committee will consist of six (6) members, three (3) of whom are nominated by the Union and three (3) by the University. Each party will designate a member to chair the meetings on an alternating basis.

The Committee will meet 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.

The substantive results of each meeting is prepared and signed by the member designated to chair the meeting and is distributed to the parties normally within five (5) days after the meeting.

- 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 The University recognizes four (4) representatives of the Union concerning Health and Safety issue. 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**

- a) The parties recognize that, in order for Union officers and delegates to fulfill their responsibilities towards the employees in the best way possible, leaves for Union activity are necessary, and shall be granted as follows:
- b) 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.
- c) The Union provides the Employee Relations Office with information concerning leaves for union activities, and this, in principle, ten (10) working days prior to the absence.
- d) When the entire allotment of days has been used, any further absences are absences without pay, but with reimbursement by the Union within the fifteen (15) working days following billing by the University.
- e) 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 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 Confederation des syndicats nationaux (CSN) or one of its affiliated bodies.
- b) The notice carries the name of the employee, the nature and length of the absence and must be forwarded to the Employee Relations Office, 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, she/he must return to work within twenty-four (24) months of the

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

- e) If the employee on such leave holds an elected position, she/he receives a leave without pay equal in length to her/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 this 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 her/his intent either to return to work or to stand for re-election at least thirty (30) days before the end of her/his first term of office. Upon her/his failure to return to work at the end of the term of office provided for in clause 7.09e), she/he is considered as having resigned at the beginning of her/his leave.
- h) Upon her/his return to work the University reinstates the employee into the position she/he occupied at the moment of her/his departure, or if her/his position has been abolished into an equivalent position.
- i) The employee granted leave by virtue of the present Article will continue to accumulate seniority for a maximum of twenty-four (24) months; seniority is thereafter maintained but does not accumulate.

## **8. GRIEVANCE AND ARBITRATION PROCEDURES**

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- 8.01 The parties agree that a grievance shall be any disagreement as defined in Article 1(f) of the Labour Code; that is, any disagreement respecting the interpretation or application of this 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 she/he so wishes, may discuss a potential grievance with the appropriate supervisor.
- 8.03 In all cases of grievance, the University and the Union agree to use the following procedure:

a) **Grievance by an individual**

**First stage** : The employee submits the grievance to the Head/Chair of the department/Section, with a copy to the immediate supervisor and to the Employee Relations Office, within thirty (30) working days of the incident or awareness of the incident which gave rise to the grievance.

The department/Section Head/Chair must answer in writing within twenty (20) working days of the receipt of the grievance.

**Second stage** : A grievance which is unresolved at the first stage must be submitted in writing to the Dean/Director of Services within twenty (20) working days of receipt of the decision from the first stage.

The Dean/Director of Services must render a decision in writing within ten (10) working days of receipt of the grievance.

b) **Union grievance**

Any Union grievance may be submitted by the Union directly at the second stage, following the regular procedure.

c) At the request of either party a meeting between the Grievance Committee and the University may take place within the ten (10) working days following filing a grievance at the first stage.

- 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 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 Grievance Committee and representatives of the University designated for this purpose. Nevertheless, the University representative with whom a grievance is discussed may invite another representative of the University to participate in the discussion.
- 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 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 griever, 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 appropriate 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 University (i.e. the Employee Relations office) within twenty (20) working days.
- 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 Ministère du Travail.
- c) The jurisdiction of the arbitrator is limited to conditions established in the present agreement and in no case does the arbitrator have the power to modify the 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 procedure, upon failure of either party to respond or to proceed to the next step, including arbitration, 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.

## **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 pro rated to the weekly regular hours.
- c) In all cases, seniority is acquired for any permanent employee, when she/he has completed her/his probationary period, retroactively to the date of hire.
- d) Notwithstanding 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/or continuous service previously acquired is 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 clause 9.04 c), and the time off to which she/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 her/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 new employee's probationary period by a maximum of an additional sixty (60) days worked. The parties recognize that during the probationary period, the new employee shall receive appropriate assistance and training in order to facilitate adaptation to her/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 her/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 is entitled to appropriate assistance and training in order to facilitate adaptation to her/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 in writing within the first twenty (20) days of work of her/his trial period that she/he does not wish to remain in the position, the University reinstates the said employee in her/his former position without prejudice as to rights acquired in her/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 her/his seniority during any absence provided for in this 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 her/his seniority rights and her/his employment shall be considered as terminated when:

- a) she/he voluntarily terminates her/his employment with the University;
- b) she/he is dismissed unless the dismissal is cancelled as a result of the grievance and arbitration procedure;
- c) she/he is laid off for a period exceeding twenty-four (24) months;
- d) she/he retires;

- e) she/he fails to return to work within ten (10) working days following receipt of a registered letter recalling her/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 this 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 class and the status (on probation or permanent) of an employee, whether she/he is full-time or part-time, and her/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 Employee Relations Office. The latter and the union delegate 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.

**10. EMPLOYMENT SECURITY**

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- 10.01 Employees acquire 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 present agreement.

10.02 In the event positions are abolished, the following procedures applies:

- a) The employee with the least seniority in the department affected is advised in writing that her/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 had the least seniority in the specialization concerned shall see her/his position abolished.

- b) Any employee who is the object of an abolition of position must receive at least one (1) month's advance notice.
- c) The employee whose position is abolished and does not exercise the provisions of Article 10.03, must accept:
  - 1. to fill a temporarily vacated position if she/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, she/he is considered as having applied for every vacant position in the same class for which she/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 her/his rights and resign. In this case, she/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**

- 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, 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 class, she/he maintains the pay rate of her/his previous position.
- e) The permanent employee on the recall list who obtains a position in conformity with Article 12 preserves her/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 delegate may consult the log during normal office hours. If an employee can not be reached after three (3) calls, the University telephones the next person on the list and so on.
- g) If an employee can not 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 her/his availability in the two (2) weeks that follow the receipt of the letter, her/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) week 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.

## **11. JOB POSTINGS**

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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 of the decision within thirty (30) 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 the position must do so during the posting period.
  - c) The posting includes:
    - the title of the position and the class
    - 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.

## **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 she/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 her/his probationary period;
- 2) the vacant or newly created position is filled by an employee from within the bargaining unit who returned to her/his old position within the first twenty (20) days of her/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 her/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. In filling a position by a person from outside the bargaining unit, the University advises the Union of the name of the new-hire and the position which she/he has obtained.
- e) When an employee is promoted or transferred, she/he is assigned to her/his new position in the twenty (20) working days following the moment she/he was designated. The employee receives, in the ten (10) working days she/he has been assigned, the salary scale of her/his new position.

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 REASSIGNMENT**

- 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 reassignment.

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

- c) Notwithstanding 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.
- d) If no employee of the department accepts the reassignment 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.
- e) The home department of the re-assigned employee is only expected to release the employee for the initial period indicated on the posting.
- f) The University gives written notice to the reassigned employee with a copy to the Union, stating the length of the temporary assignment, the position to which the employee is re-assigned and the corresponding salary.
- g) At the end of the temporary re-assignment, the employee returns to her/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.
- h) The employee who obtains a temporary assignment is subject to the provisions of clause 9.02 b).
- i) The re-assigned employee will receive the same salary to which she/he would be entitled if filling the position on a permanent on-going basis.



### **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 which appear in Manual "C" of University Policies apply *mutatis mutandis* to all employees.

13.03 The University provides the Union and the employees covered by the present agreement with a copy of "Manual C" concerning policies and procedures relating to health and safety, as well as copy of any revision. The University will provide said copies of the manual within thirty (30) days of the signature of the present agreement, or of a revision.

13.04 Any person representing the Technical Support Staff on a "health and safety sub-committee", in a given Department, as provided under rule CSA-1, benefits from all the rights provided under chapters IV and V of the Health and Safety Act.

### **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 present agreement.

### **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 those 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 personal file.

- 15.02 Except in the case of the discharge of employees serving a probationary period, for any employee who is discharged, suspended, or given a written warning, the Union may submit her/his 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 she/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) days after the incident which gave rise to it or of the University having become aware of it, unless the parties have agreed in writing to extend the aforementioned time period.
- 15.07 No confession signed by an employee may be used against her/him during arbitration unless it is a question:
- of a confession signed in the presence of a Union delegate;
  - of a confession signed in the absence of a Union delegate but not denounced by the employee in writing within seven (7) days of it's being signed. The University forwards a copy of the confession to the Union as soon as it is received.

## **16. PERSONAL FILES**

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- 16.01 An employee has the right to verify, at any time, in the presence of a representative of the University, the contents of her/his personal file

which relate to her/his work at the University and to add written comments to it.

An employee may request a photocopy of any document included in her/his personal 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 her/his case, be removed from the file.

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

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

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

## 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 this agreement:

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

17.02 All resignations may be retracted within three (3) days of the 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 the previous paragraph;
- 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 lists of technical employees on contract or time-sheets, paid by the University (excluding research funds). Such lists are provided every three (3) months.

## **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 person responsible for supervision. 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 person responsible for supervision 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 Department of Human Resources) 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:
    - i) the University will continue to provide all necessary services;
    - ii) 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 person responsible for

supervision, an employee may change her/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:

- i) the seniority of the employee applied within the department;
  - ii) 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  $\frac{1}{2}$ ) 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;
  - 4) with the approval of the person responsible for the supervision, an employee may choose an option other than those mentioned above.
- e) For the purpose of applying the present 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.), she or he cannot "bank" hours of leave for the days of absence.

18.08 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 person responsible for supervision.

18.09 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.

18.10 The employee and the person responsible for supervision may agree to an alternate work schedule.

## 19. OVERTIME

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- 19.01 a) All work performed by an employee outside of her/his regular work day or regular work week is considered as overtime if approved in advance by the person responsible for supervision 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 two (2) hours' notice. Failing this, the employee is entitled to two (2) hours pay at her/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 person responsible for supervision:
- 1) Time-off at the rate of one (1) hour off for each hour of overtime worked. The employee and the person responsible for supervision arrange for the time off;
  - 2) Remunerated at one and one half ( $1\frac{1}{2}$ ) times (150%) the hourly wage of the employee concerned for each hour of work performed outside her/his regular work day or her/his regular work week or performed on the first weekly day off other than a Sunday;
- Remunerated at two (2) times (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, she/he is entitled to a minimum remuneration equivalent to thirty (30) minutes at her/his regular rate of pay.
  - 4) An employee who, at the request of the supervisor, returns to work outside her/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.

The provisions of paragraph 19.03 4) do not apply:

- if there is continuity between the period of overtime work and the end of the employee's regular work day;
- 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 this agreement.
- 19.06 a) An employee who works overtime for a period of two (2) hours or more after her/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 her/his meal break before beginning her/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 To determine the basis upon which an employee's overtime is calculated, the University divides the weekly salary of the employee concerned by the number of hours contained in a regular work week during the winter.
- 19.08 The time-off mentioned in Article 19.03 1) must be taken before May 31 of the year in which the overtime was worked (ie. 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 time and half ( $1\frac{1}{2}$ ) at the following pay period.



## **20. HOLIDAYS**

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- 20.01 a) During the University's fiscal year, the following days are recognized as paid holidays:
- St. Jean Baptiste
  - 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
  - Victoria Day
- 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 her/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 her/him and her/his 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 21.01 a).

## **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** 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 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) kilometers from the residence of an employee, she/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 she/he has been named as the executor of an estate, she/he may request additional leave without pay.

**21.03** In the event of marriage:

- a) of the employee, she/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), her/his accumulated vacation and/or an equivalent leave without pay.

- 21.04 When an employee changes the location of her/his residence, she/he is entitled to one (1) day of leave for moving. However, she/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 her/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 she/he is not a party, she/he shall not as a consequence suffer any loss of her/his regular pay during the time that she/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 her/his regular salary the difference shall be returned to her/him by the University.
  - b) The employee called to act as a witness in a case where the University is involved, continues to receive her/his regular pay and is paid overtime for all hours required of her/him as a witness outside her/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 she/he is party, she/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, she/he must inform the person responsible for supervision of this as soon as possible, and on demand, must present proof or confirmation of these events.
- 21.07 Exceptional time-off with pay for a serious reason may be granted.
- 21.08 **DEFERRED SALARY LEAVE**
- a) Deferred salary leave is intended to provide employees with an opportunity to benefit from a leave with salary. The University views deferred salary leave as beneficial to the employee and to the University.
  - b) Requests for a deferred salary leave will be subject to the ability of the respective department to accommodate the leave, however, granting will only be withheld in exceptional circumstances.
  - c) The deferred salary leave will be for not less than six (6) consecutive months and will not exceed twelve (12) consecutive months.
- Employees who benefit from a deferred salary leave 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 Employee Relations Office 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 deferred salary leave will be provided by the immediate supervisor with a copy to the Employee Relations Office 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 Employee Relations Office four (4) weeks prior to the date that the deferral period is to commence.

The Employee Relations Office will forward a copy of the signed contract to the appropriate immediate supervisor.

Upon signing the contract the employee will become a participating employee. Failing to sign the contract the employee will be deemed to have withdrawn his/her application to participate in the deferred salary leave plan.

- 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
6 months	75.00%	83.33%	87.50%	90.00%
7 months	70.80%	80.56%	85.42%	88.33%
8 months	66.67%	77.78%	83.33%	86.67%
9 months		75.00%	81.25%	85.00%
10 months		72.22%	79.15%	83.33%
11 months		69.44%	77.08%	81.67%
12 months		66.67%	75.00%	80.00%

## 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 ( $1\frac{2}{3}$ ) days for each month worked in the University from her/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 her/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 she/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 wages earned between June 1st of the current year and her/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 1st of the current year and her/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 1st of the current year and her/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 her/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 her/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 her/his departure on vacation the remuneration to which she/he is entitled, by separate cheque, provided she/he so requests at least ten (10) working days prior to her/his departure on vacation.

If the status of an employee has been modified during the year 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 her/his annual vacation at the scheduled time due to illness, accident or occupational injury occurring before the beginning of her/his vacation period may defer her/his annual vacation to a later date. However, she/he must notify her/his supervisor as soon as possible prior to the date set for the beginning of her/his vacation period. Upon her/his return to work, the employee must work out a new vacation period with her/his supervisor.

- b) An employee hospitalized as a result of illness or an accident which occurs during her/his vacation, may, after agreement with her/his supervisor defer the balance of her/his annual vacation either to the end of her/his disability or to a later date agreed upon with her/his supervisor.

- 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 her/his vacation entitlement from the previous year because of the disability, benefits from a deferment of the balance of her/his vacation entitlement, either to the end of the disability, or to another time after agreement with her/his 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 she/he is entitled.

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

22.10 Except with the permission of the person responsible for supervision, 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 her/his vacation with a leave without pay provided that the service requirements of the sector 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 her/his vacation period with the agreement of her/his supervisor provided that the vacation periods of other employees and service requirements are respected.

22.13 Notwithstanding Article 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.

## **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/he would not have had if she/he 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 her/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.

**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, her/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 her/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 she/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 her/his spouse.
- 23.23
- The employee benefits, in view of the adoption of a child other than her/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 her/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/her 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/her spouse's child.

- 23.26
- a) During the leave without pay, the employee continues to accumulate her/his seniority, retains her/his experience and may continue to participate in any benefit plans she/he is entitled to by so asking at the beginning of her/his leave and by paying the entire cost of the premiums.
  - b) During the partial leave without pay, the employee accumulates her/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/her experience as used to determine his/her salary, up to a maximum of the thirty-four (34) first weeks of his/her leave.

- 23.27
- The employee may take her/his deferred annual vacation immediately prior to her/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 her/his position. In the event that her/his position has been abolished, the employee is entitled to the advantages she/he would have benefited from had she/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, she/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 her/his return to work, at least two (2) weeks prior to the termination of the said leave. Failing this, she/he is considered as having resigned.

The employee who wishes to end her/his leave without pay or her/his partial leave without pay before the anticipated date must give a written notice of her/his intentions at least twenty-one (21) days prior to her/his return to work, or, if the leave exceeds thirty-four (34) weeks, at least thirty (30) days prior to her/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 she/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 this collective agreement goes into effect, the employee may receive during her maternity leave or her/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.

## **24. LEAVE WITHOUT PAY**

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24.01 In cases not provided for in this agreement, an employee with the equivalent of one (1) year of full time service who, for a valid reason, wishes to obtain a leave without pay, must make a written request to the person responsible for supervision. 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 person responsible for supervision 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 uses a leave without pay for purposes other than those for which it was granted or if she/he 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, she/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 her/his return, the University reintegrates the employee with all of her/his rights into the position she/he occupied at the beginning of the leave, or if her/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 present Agreement. She/he continues to benefit from the pension and insurance plans should these plans so permit, on condition that she/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 her/his request.
  - b) Part-time leaves are granted for one (1) year or less. Such leaves 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 pro rated 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) Following a written application for a study leave addressed four (4) months prior to the date at which the leave is to commence to the Dean/Director with a copy to Human Resources, an employee is entitled to a study leave.

- b) Applications for study leave shall state:
  - i) the specific reason for the leave including proof of acceptance into an accredited program;
  - ii) the desired period of leave;
  - iii) 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:

<u>Percentage work</u>	<u>Percentage salary</u>
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 standard hours of work. All relevant salary adjustments shall be applied to this base salary. The actual salary paid shall be pro rated 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 pro rated to percentage of work.
- 24.17 Approval or refusal of study leave shall be provided in writing by the Dean/Director with a copy to Human Resources, 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 Employee Relations office will provide statistics on study leave application 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.

## **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 her/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 her/his first term of office. The University agrees to reintegrate the employee upon her/his return to work into a position equivalent to the one she/he held before her/his leave.
- 25.03 An employee who wishes to participate in the organization of an electoral campaign may, after agreement with the University, use her/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 her/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 person responsible for supervision as a general rule at least five (5) working days prior to the date of the beginning of the leave.

25.05 Upon her/his return, the University reintegrates the employee into the position she/he held at the time of her/his departure, or into an equivalent position.

## **26. UNIVERSITY CLOSINGS**

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26.01 In the event that the Rector 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 present agreement, in addition to her/his regular salary for time worked, the equivalent in paid leave.

## **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 included in the regular curriculum.

27.03 For the purpose of this article, the term "dependents" means:

- a) a spouse as defined in Article 2;
- b) the child/children, that is to say any child of the employee, of her/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.
  - c) the spouse and the financially dependent children of an employee who has retired from the University.
- 27.05 Except as provided in clause 27.04, the tuition waiver applies to the employee and her/his dependents only for the duration of her/his permanent employment at the University. This right ceases at the moment the employee terminates her/his employment at the University. The employee must then assume the pro rated tuition fees waived, as of that date.
- When an employee is laid off, the waiver of tuition remains in effect for the duration of the courses where the tuition has 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 her/his regular working hours, may take the course during her/his hours of work, provided that a request is made in advance to her/his supervisor and that an agreement is reached with her/him concerning the redistribution of her/his hours of work.
- 27.08
- a) The University recognizes that a 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 on presentation of proof that the course was completed. The granting of such a request will not be unreasonably withheld.

## **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 her/his immediate supervisor as soon as possible following the occurrence, and shall complete and sign the University report concerning accident/incident/professional illness as soon as possible following the incident.
- 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 her/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 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 paragraph will remain in effect until the Commission de la santé et de la sécurité du travail 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 her/him from returning to work.
- 28.03 Upon her/his return to work, the University reintegrates the employee into the position she/he occupied at the moment of her/his departure, or if her/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 her/him from returning to her/his old position, is placed without posting, into a new or vacant position that is suitable to her/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 her/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.

## **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 present agreement, such amendments shall be incorporated into a letter of agreement and shall be filed in accordance with Article 72 of the Labour Code.

## **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 her/his regular working hours fall after 15:00, is entitled to the following premium, for each hour of actual work after 15:00:

- fifty three cents (\$0.53) from the date of signing of the collective agreement to May 31, 2001
- fifty five (\$0.55) from June 1, 2001 to the end date of the collective agreement.

An employee is not entitled to such a premium when she/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 paragraph does not apply to those employees who have chosen their schedule in accordance with clause 18.10.

## **31. CLASSIFICATION AND SALARIES**

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### **31.01 CLASSIFICATION AND REMUNERATION AT THE TIME OF 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 two classes which appear in Appendix A.

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

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

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

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

31.05 However, the employee who has more experience than the minimum required for the 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 class.

31.06 Likewise, an employee who has successfully acquired more scholarship than the minimum required will be granted a step for each year of scholarship which exceeds the minimum required. This scholarship must be both pertinent and greater than the minimum scholarship for the 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 scholarship for the 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 her/his job description when she/he is hired and when she/he changes positions.

31.09 **REQUEST FOR RECLASSIFICATION**

An employee who believes that her/his principal duties do not correspond to her/his class may submit a grievance at the second stage of the grievance procedure as per clause 8.03 a) with copies to the immediate supervisor, to the head of the department and to Employee Relations Office.

31.10 A grievance submitted according to the clause 31.09 is a continuing 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 PROMOTION AND TRANSFER**

When an employee transfers from one position to another within the same class, there is no change in salary.

31.12 When an employee is promoted to a position in a higher class, the employee receives from the date of promotion, subject to clause 12.01e), whichever of the following is most advantageous:

- a) step one of the higher class;
- b) 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.

31.13 An employee who is temporarily reassigned to a position in a higher class receives the appropriate hourly rate and this retroactive to the first day of the temporary reassignment.

31.14 **DETAILS ON PAY CHEQUES**

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.

31.15 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.

31.16 **JOB CLASSIFICATION**

- a) The job classifications correspond to the classifications defined in Appendix "A".
- b) Creation of a new class of position:

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

**32. BENEFITS**

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32.01 Employees covered by this 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 benefits services unit during normal business hours.



### **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 the 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 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 her/his 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.

### **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 agreement.

### **35. TECHNOLOGICAL CHANGES**

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35.01 The parties understand by technological changes, 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 Employee 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.

## **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

forwarded to the person responsible for supervision. 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 her/his immediate supervisor within thirty (30) days of the completion of the activities.

**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 present agreement, which some employees enjoy, except if the circumstances that permitted the establishment of these rights and advantages have changed.

**38. TEMPORARY EMPLOYEES**

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

<b>ARTICLE</b>	<b>SUBJECT</b>	<b>APPLICATION</b>
Article 1	Purpose of the Agreement	The entire article applies
Article 2	Definition of Terms	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 and Check-off	The entire article applies
Article 7	Leave for Union Activity	The entire article applies except for clause 7.09
Article 8	Grievance and Arbitration Procedures	The entire article applies
Article 9	Seniority	Clauses 9.01 d), e), 9.02 a 2), a4), 9.03 b), 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 article does not apply
Article 11	Job Postings	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 article does not apply
Article 15	Disciplinary Measures	The entire article applies except for temporary and seasonal 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	Personal 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 she/he is replacing.
Article 19	Overtime	The temporary employee can agree to extend her/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 described 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 her/his salary earned between her/his date of hire and her/his date of termination.  The temporary employee whose duration of

		<p>employment exceeds twelve (12) months may take vacation, after agreement with her/his immediate supervisor.</p> <p>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.</p>
Article 23	Parental Leaves	<p>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.</p> <p>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 child is placed in the employee's care. This leave shall not extend beyond the termination date of the employee's current contract.</p> <p>A temporary employee with at least two (2) years of continuous active service at the date of application, is entitled to the maternity</p>

		<p>leave and parental leaves described in Article 23. Such leave shall not extend beyond the termination date of the temporary employee's current contract.</p> <p>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.</p>
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	<p>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.</p> <p>As for the rest, the temporary employee and the University are subject to the provisions of the law on work accidents and occupational injuries.</p>
Article 29	Amendments to the Collective Agreement	The entire article applies
Article 30	Premiums	The entire article applies

Article 31	Classification and Salary	The entire article applies
Article 32	Benefits	<p>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.</p> <p>Temporary employees are not entitled to participate in the Group Insurance Plan.</p>
Article 33	Sick Leave	<p>Temporary employees shall be protected by a salary insurance program.</p> <p>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 normal duties because of illness or accident other than an occupational injury.</p> <p>The cost of the program is equally shared by the temporary employee and the University.</p> <p>A temporary employee who becomes disabled due to illness or injury, at any time when her/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.</p> <p>Temporary employees</p>



	<p>receiving paid sick leave may be required to provide satisfactory medical proof of inability to work.</p> <p>When disability continues for more than one (1) month, the temporary employee shall be protected by the provisions of the salary insurance program.</p> <p>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.</p> <p>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.</p> <p>The University shall deduct from each pay, in equal amounts, the temporary employee's portion of the salary insurance premium.</p> <p>The salary insurance program applies as long as the disability begins at the earliest with the effective</p> <p>date of the temporary employee's contract.</p> <p>The temporary employee who is to be absent due to illness or injury shall, as soon as possible, inform the</p>
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		Department Chair/Unit Head or designate of the absence.  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 Changes	The entire article applies.
Article 36	Training	The article does not apply.
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 Agreement	The entire article applies

### **39. INTEGRATION AND RETROACTIVITY**

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- 39.01 The salary scales provided in Appendix B for the period of June 1, 1995 to May 31, 2002 apply retroactively to June 1, 1995.
- 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 thirty (30) working days of the signature of the present agreement.

### **40. DURATION OF THE CONTRACT**

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- 40.01 The present collective agreement enters into and remains in effect from the signing of the agreement until May 31, 2002. It has no retroactive effect except where expressly provided.
- 40.02 Notwithstanding clause 40.01, the present agreement remains in effect until the signing of the new collective agreement.

IN WITNESS WHEREOF, the parties have signed in Montreal this \_\_\_\_\_ day of \_\_\_\_\_ 2000.

**CONCORDIA UNIVERSITY**

**CONCORDIA UNIVERSITY  
UNION OF SUPPORT STAFF  
TECHNICAL SECTOR (CSN)**

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## APPENDIX A CLASSIFICATION

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### CLASS I

#### 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.

## **CLASS II**

### **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.

## **ASSISTANT TECHNICIAN**

### **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**

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**POLICY AND SCALES**

**POLICY**

**A) PERIOD FROM JUNE 1, 1996 TO MAY 31, 1997**

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The rates and salary scales in effect on May 31, 1996 are increased effective June 1, 1996 by 1%.

**B) PERIOD FROM JUNE 1, 1997 TO MAY 31, 1998**

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The rates and salary scales in effect May 31, 1997 are increased effective June 1, 1997 by 2%.

**C) PERIOD FROM JUNE 1, 1998 TO MAY 31, 1999**

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The rates and salary scales in effect May 31, 1998 are increased effective June 1, 1998 by 2%.

**D) PERIOD FROM JUNE 1, 1999 TO MAY 31, 2000**

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The rates and salary scales in effect May 31, 1999 are increased effective June 1, 1999 by 2%.

**E) PERIOD FROM JUNE 1, 2000 TO MAY 31, 2001**

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The rates and salary scales in effect May 31, 2000 are increased effective June 1, 2000 by 1,4%.

**F) PERIOD FROM JUNE 1, 2001 TO MAY 31, 2002**

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The rates and salary scales in effect May 31, 2001 are increased effective June 1, 2001 by 1,3%.

Should the Quebec Government salary policy include percentage increases that are greater than those specified in Tables A to F of Appendix B, the Quebec Government policy shall be applied if there is a specific allocation of funds provided by the Government to the University for this purpose.



**G) EMPLOYEES BEYOND THE RATE OR BEYOND THE SCALE**

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The provisions of paragraphs A) to F) inclusive dealing with increases 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 her/his classification. This employee benefits, however, from a guaranteed increase in her/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 her/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 her/his classification does not exceed her/his rate of pay;

or

ii) in part as an increase to her/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 her/his classification is greater than her/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 her/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 her/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.

CONCORDIA UNIVERSITY  
COMPENSATION DEPARTMENT

TECHNICIAN SALARY SCALE		CUSS-TS						
GRADE	STEP	03/01/93	A 06/01/96 1,00%	B 06/01/97 2,00%	C 06/01/98 2,00%	D 06/01/99 2,00%	E 06/01/2000 1,40%	F 06/01/2001 1,30%
ASSISTANT	1	\$ 11,63	\$ 11,75	\$ 11,99	\$ 12,23	\$ 12,47	\$ 12,64	\$ 12,80
ASSISTANT	2	\$ 11,93	\$ 12,05	\$ 12,29	\$ 12,54	\$ 12,79	\$ 12,97	\$ 13,14
ASSISTANT	3	\$ 12,28	\$ 12,40	\$ 12,65	\$ 12,90	\$ 13,16	\$ 13,34	\$ 13,51
ASSISTANT	4	\$ 12,65	\$ 12,78	\$ 13,04	\$ 13,30	\$ 13,57	\$ 13,76	\$ 13,94
ASSISTANT	5	\$ 12,97	\$ 13,10	\$ 13,36	\$ 13,63	\$ 13,90	\$ 14,09	\$ 14,27
ASSISTANT	6	\$ 13,36	\$ 13,49	\$ 13,76	\$ 14,04	\$ 14,32	\$ 14,52	\$ 14,71
ASSISTANT	7	\$ 13,81	\$ 13,95	\$ 14,23	\$ 14,51	\$ 14,80	\$ 15,01	\$ 15,21
ASSISTANT	8	\$ 14,15	\$ 14,29	\$ 14,58	\$ 14,87	\$ 15,17	\$ 15,38	\$ 15,58
Class II	1	\$ 13,51	\$ 13,65	\$ 13,92	\$ 14,20	\$ 14,48	\$ 14,68	\$ 14,87
Class II	2	\$ 13,98	\$ 14,12	\$ 14,40	\$ 14,69	\$ 14,98	\$ 15,19	\$ 15,39
Class II	3	\$ 14,53	\$ 14,68	\$ 14,97	\$ 15,27	\$ 15,58	\$ 15,80	\$ 16,01
Class II	4	\$ 15,04	\$ 15,19	\$ 15,49	\$ 15,80	\$ 16,12	\$ 16,35	\$ 16,56
Class II	5	\$ 15,61	\$ 15,77	\$ 16,09	\$ 16,41	\$ 16,74	\$ 16,97	\$ 17,19
Class II	6	\$ 16,21	\$ 16,37	\$ 16,70	\$ 17,03	\$ 17,37	\$ 17,61	\$ 17,84
Class II	7	\$ 16,86	\$ 17,03	\$ 17,37	\$ 17,72	\$ 18,07	\$ 18,32	\$ 18,56
Class II	8	\$ 17,49	\$ 17,66	\$ 18,01	\$ 18,37	\$ 18,74	\$ 19,00	\$ 19,25
Class II	9	\$ 18,16	\$ 18,34	\$ 18,71	\$ 19,08	\$ 19,46	\$ 19,73	\$ 19,99
Class IIA-1	10	\$ 18,80	\$ 18,99	\$ 19,37	\$ 19,76	\$ 20,16	\$ 20,44	\$ 20,71
Class IIA-2	11	\$ 19,52	\$ 19,72	\$ 20,11	\$ 20,51	\$ 20,92	\$ 21,21	\$ 21,49
Class IIA-3	12	\$ 20,28	\$ 20,48	\$ 20,89	\$ 21,31	\$ 21,74	\$ 22,04	\$ 22,33
Class I	1	\$ 15,04	\$ 15,19	\$ 15,49	\$ 15,80	\$ 16,12	\$ 16,35	\$ 16,56
Class I	2	\$ 15,61	\$ 15,77	\$ 16,09	\$ 16,41	\$ 16,74	\$ 16,97	\$ 17,19
Class I	3	\$ 16,21	\$ 16,37	\$ 16,70	\$ 17,03	\$ 17,37	\$ 17,61	\$ 17,84
Class I	4	\$ 16,86	\$ 17,03	\$ 17,37	\$ 17,72	\$ 18,07	\$ 18,32	\$ 18,56
Class I	5	\$ 17,49	\$ 17,66	\$ 18,01	\$ 18,37	\$ 18,74	\$ 19,00	\$ 19,25
Class I	6	\$ 18,16	\$ 18,34	\$ 18,71	\$ 19,08	\$ 19,46	\$ 19,73	\$ 19,99
Class I	7	\$ 18,80	\$ 18,99	\$ 19,37	\$ 19,76	\$ 20,16	\$ 20,44	\$ 20,71
Class I	8	\$ 19,52	\$ 19,72	\$ 20,11	\$ 20,51	\$ 20,92	\$ 21,21	\$ 21,49
Class I	9	\$ 20,28	\$ 20,48	\$ 20,89	\$ 21,31	\$ 21,74	\$ 22,04	\$ 22,33
Class IA-1	10	\$ 21,08	\$ 21,29	\$ 21,72	\$ 22,15	\$ 22,59	\$ 22,91	\$ 23,21
Class IA-2	11	\$ 21,86	\$ 22,08	\$ 22,52	\$ 22,97	\$ 23,43	\$ 23,76	\$ 24,07
Class IA-3	12	\$ 22,65	\$ 22,88	\$ 23,34	\$ 23,81	\$ 24,29	\$ 24,63	\$ 24,95



APPENDIX C SENIORITY LIST

Program ID : CWR235  
Run Date : 10/OCT/2000

CUSSU-TS SENIORITY LIST - PERMANENT

Seniority	Employee Name	Title	Grade	Department	FT/PT	Seniority	Status
19720020	HERNANDEZ, IRENE	TECHNICIAN I	1-A	BIOLOGY	FT	51,433	
19720905	ROY, DANIEL	TECHNICIAN I	1-A	INDUS., CIVIL & ENV. ENG.	FT	51,341	
19740013	CARTER, PAUL E.	SENIOR OPERATOR, COMPUTER	1-A	I. I. T. S.	FT	47,297	
19740908	KHALIFA, KAMEL	TECHNICIAN I	1-A	COMMUNICATION STUDIES	FT	47,607	
19741028	MUKHTI, SABAH	TECHNICIAN I	1-A	BIOLOGY	FT	47,474	
19750203	CALLAGHAN, KEVIN G.	TECHNICIAN I	1-A	I. I. T. S.	FT	46,930	
19750902	KWIATKOWSKI, MARK	TECHNICIAN I	1-A	GEOLOGY	FT	45,870	
19751020	BISAILLON, RICHARD P.	TECHNICIAN I	1-A	I. I. T. S.	FT	45,647	
19760101	ROGAN, FRANK	TECHNICIAN I	1-A	I. I. T. S.	FT	45,343	
19760913	KOMALENSKI, CHRISTOPHER	TECHNICIAN I	1-A	PSYCHOLOGY	FT	45,270	
19770110	PRENT, MARK	TECHNICIAN I	1-A	VICER-DEAN RESEARCH	PT	43,796	
19770516	ZILKHA, JOSEPH	TECHNICIAN I	1-A	SCULPTURE, CERAMICS & FIBRES	PT	24,796	
19771010	BELANGER, CHARLES F.	TECHNICIAN I	1-A	INDUS., CIVIL & ENV. ENG.	FT	42,754	
19780714	DICHON, DAVID	TECHNICIAN I	1-A	I. I. T. S.	FT	42,023	
19780901	YOUNG, VICTOR	TECHNICIAN I	1-A	PHOTOGRAPHY	FT	40,635	
19780905	HERRARD, CLAUDE	TECHNICIAN I	1-A	PSYCHOLOGY	FT	40,397	
19790129	LEE, KAI	TECHNICIAN I	1-A	CONSERVATION OF CERAM. ART	FT	40,379	
19790827	ACKERMAN, ALEXANDER	WORK SUPERVISOR OPERATOR, COMPUTER	1-A	CHEMISTRY & BIOCHEMISTRY	FT	39,709	
19790910	STECK, GEORGE	TECHNICIAN I	1-A	EDUCATION	FT	38,644	
19790924	RANDELL, PETER	TECHNICIAN I	1-A	I. I. T. S.	FT	38,516	
19800204	PELLIETIER, MICHEL	TECHNICIAN I	1-A	MUSIC	FT	38,491	
19800226	HONRISON, JANICE	COORDINATOR, ADMIN. (LOY)	1-A	CHEMISTRY & BIOCHEMISTRY	FT	38,369	
19800505	PAOLUCCA, ANNA	TECHNICIAN I	1-A	CERAMICS	FT	37,705	
19800804	GRIFFIN, KATHRYN	TECHNICIAN I	1-A	I. I. T. S.	FT	37,320	
19810209	MURIN, JOSEPH	TECHNICIAN I	1-A	I. I. T. S.	FT	37,320	
19810706	CLOUTIER, FRANCOIS-XAVIER	TECHNICIAN I	1-A	SCULPTURE, CERAMICS & FIBRES	FT	36,871	
19810904	MUDO, FRANCESCO	TECHNICIAN I	1-A	INDUS., CIVIL & ENV. ENG.	FT	35,921	
19810915	LOHMEYER, ROCCO	TECHNICIAN I	1-A	SCULPTURE, CERAMICS & FIBRES	FT	35,190	
19811214	HOELLER, JOSEPH	TECHNICIAN I	1-A	CHEMISTRY & BIOCHEMISTRY	FT	34,843	
19820201	LEVINSON, ZAV BRAHM	TECHNICIAN I	1-A	CIVIL, ENGR. DRAWING	FT	34,149	
19820510	BRODIE, CHRISTOPHER J.	COORDINATOR, LOYOLA SERVICES	1-A	SCULPTURE, CERAMICS & FIBRES	FT	34,149	
19820526	HEALY, FRANK	OPERATOR, COMPUTER	1-A	I. I. T. S.	FT	33,656	
19820920	PISARSKY, ROBERT	TECHNICIAN I	1-A	I. I. T. S.	FT	33,619	
19830228	QUATELA, VINCENT	TECHNICIAN I	1-A	SCIENCE TECH CENTRE	FT	33,010	
19830822	KRYZTOFOWICZ, ANDRZEJ A K	TECHNICIAN I	1-A	CERAMICS	FT	32,207	
19830822	PERRY, KEVIN	COORDINATOR, DAVSHIFT (SGM)	1-A	DESIGN ART	FT	31,336	
19830902	GARDNER, KALAN ROSE	TECHNICIAN I	1-A	I. I. T. S.	FT	31,336	
19840601	JUDSON, ROBERT S.	TECHNICIAN I	1-A	EXERCISE SCIENCE	FT	31,244	
19840820	COSSERLIN, GUY	TECHNICIAN I	1-A	PHYSICS	FT	29,192	
19850114	ENING, RANDOLPH	TECHNICIAN I	1-A	ELECTRICAL & COMPUTER ENGR.	FT	29,509	
19850527	DISSERGA, ALDO	TECHNICIAN I	1-A	THEATRE	FT	20,747	
19851014	PAQUETTE, ROBERT H.	TECHNICIAN I	1-A	TECHNICAL SERVICES	FT	20,130	
19860106	VO, NGOC LANG	TECHNICIAN I	1-A	THEATRE	FT	27,309	
			1-A	INDUS., CIVIL & ENV. ENG.	FT	26,959	

APPENDIX C SENIORITY LIST

Program ID : CHR235  
Run Date : 10/OCT/2000

CHSSU-75 SENIORITY LIST - PERMANENT

Seniorty	Employee Name	Title	Grade	Department of	FT/PT	Seniorty	Hours	Status
19860107	DEWIS, ELAINE	TECHNICIAN I	I-A	SCULPTURE, CERAMICS & FINISHES	FT	26,951		
19860401	ROBERT, DEWIS	TECHNICIAN I	I-A	ELECTRICAL & COMPUTER ENGR.	FT	26,530		
19860501	WOODS, JOSEPH	TECHNICIAN I	I-A	ELECTRICAL & COMPUTER ENGR.	FT	26,384		
19860519	GREGSON, JAMES	TECHNICIAN I	I-A	ELECTRICAL & COMPUTER ENGR.	FT	26,253		
19860601	HILLER, GARY	TECHNICIAN I	I-A	CONCRETE WALL	FT	25,973		
19860901	SCHEWARTZMAN, NEIL	TECHNICIAN I	I-A	BIOLOGY	FT	25,765		
19870113	ROKAS, JADIE	TECHNICIAN I	I-A	COMMUNICATION STUDIES	FT	25,105		
19870119	ARZOLA, MIQUEL	TECHNICIAN I	I-A	ENGINEERING & COMPUTER SCIENCE	FT	25,093		
19870519	MYSCZAK, PETER	TECHNICIAN I	I-A	ENGINEERING & COMPUTER SCIENCE	FT	24,484		
19870622	MUSSONETTI, ROBERT	TECHNICIAN I	I-A	STUDIO ARTS	FT	24,312		
19870901	CAMPAGNA, LEO	TECHNICIAN I	I-A	COMMUNICATION STUDIES	FT	23,936		
19871013	HROTOR, RAYMOND	TECHNICIAN I	I-A	COMPUTER SCIENCE	FT	23,735		
19880104	CHU, DAVE	TECHNICIAN I	I-A	ELECTRICAL & COMPUTER ENGR.	FT	23,315		
19880201	ALFARA, JUAN M.	TECHNICIAN I	I-A	MECHANICAL, ENGINEERING	FT	23,169		
19880215	ALIX, RICHARD	TECHNICIAN I	I-A	TECHNICAL SERVICES	FT	23,114		
19880309	SIGOURI, CAROLINE	TECHNICIAN I	I-A	ARCHIVES	FT	22,906		
19880328	KOLAKOTRIS, DEMETRI	TECHNICIAN I	I-A	CHEMISTRY & BIOCHEMISTRY	FT	22,962		
19880522	PERINI, CAROL	TECHNICIAN I	I-A	DESIGN ART	FT	22,657		
19880601	NIETO, ANTONIANO	TECHNICIAN II	I-A	CONTINUING EDUCATION	FT	22,566		
19880901	HESSINA, CARLOS	TECHNICIAN I	I-A	CONTINUING EDUCATION	FT	22,109		
19880901	POTVIN, STEPHEN	TECHNICIAN I	I-A	CONTINUING EDUCATION	FT	22,109		
19881205	COLANTONIO, DONATO	TECHNICIAN I	I-A	MECHANICAL, ENGINEERING	FT	21,506		
19890101	HOWARD, GILLES	TECHNICIAN I	I-A	MECHANICAL, ENGINEERING	FT	21,439		
19890116	POHARVA, HASSAN	TECHNICIAN I	I-A	MECHANICAL, ENGINEERING	FT	21,013		
19890601	PYE, AMR	TECHNICIAN I	I-A	MECHANICAL, ENGINEERING	FT	20,739		
19890601	SULEMORIC, GIUSEPPINA	TECHNICIAN I	I-A	MECHANICAL, ENGINEERING	FT	20,724		
19890929	DALL, JAMES	TECHNICIAN I	I-A	PAINTING & DRAWING	FT	20,279		
19900101	HANMAN, KIMALL	TECHNICIAN I	I-A	CHEMISTRY & BIOCHEMISTRY	FT	19,679		
19900115	GROSS, SILVANO-JORG	TECHNICIAN I	I-A	ELECTRICAL & COMPUTER ENGR.	FT	19,612		
19900601	TAMOR, HENRY	TECHNICIAN I	I-A	ELECTRICAL & COMPUTER ENGR.	FT	18,912		
19900806	BEATIE, RONALD	TECHNICIAN II	I-A	BIOLOGY	FT	18,583		
19911001	SEGITH, JEAN-LOUIS	TECHNICIAN II	I-A	COMMUNICATION STUDIES	FT	16,412		
19911119	DESSURANDI, ERIC	TECHNICIAN II	I-A	LIBRARY	FT	16,283		
19920106	LEHO, FRANK	TECHNICIAN II	I-A	LIBRARY	FT	15,989		
19920127	IDSTRGA, ROH	TECHNICIAN II	I-A	ELECTRICAL & COMPUTER ENGR.	FT	15,958		
19920217	HARRILDO, STEVE	TECHNICIAN II	I-A	THEATRE	FT	15,406		
19920811	RICCO, STEFANO	TECHNICIAN I	I-A	PHOTOGRAPHY	FT	14,911		
19920900	HUFF, JOHANN	TECHNICIAN I	I-A	PHOTOGRAPHY	FT	14,484		
19920900	SPORRANIS, ALEX	TECHNICIAN II	I-A	BIOLOGY	FT	14,765		
19921001	SHAW, MICHAEL	TECHNICIAN I	I-A	COMMUNICATION STUDIES	FT	14,655		
19930101	SHERMAN, STEPHANIE	TECHNICIAN I	I-A	FINE ARTS	FT	14,180		
19930111	SHERMAN, HARR	TECHNICIAN I	I-A	LIBRARY	FT	6,695		
19930502	UMERASAS, RITA	TECHNICIAN I	I-A	CHEMISTRY & BIOCHEMISTRY	FT	31,865		
19930823	JONES, DAVID H.	TECHNICIAN II	I-A	EXERCISE SCIENCE	FT	13,066		

APPENDIX C SENIORITY LIST

Program ID : CRR235  
Run Date : 10/OCT/2000

CUSSTU-TS SENIORITY LIST - PERMANENT

Seniorty	Name	Title	Grade	Department	FT/PT	Seniorty	Hours	Status
19930905	JODAIN, JESSICA	LAB TECHNICIAN	11	ANIMAL WELFARE	FT	4,817		
19931213	LAPIERRE, GAETAN	TECHNICIAN	11-A	PHYSICAL RESOURCES	FT	12,463		
19940201	ROSS, STEPHANIE	TECHNICIAN I	11-A	PREVENTATIVE	FT	12,207		
19940829	CUGURS, ERIC	EVENING SUPERVISOR	11-A	1.1.T.S.	FT	11,165		
19941205	CARTER, DANIELLE	TECHNICIAN II	11-A	1.1.T.S.	FT	9,302		
19950906	GRIFFITHS, TRACY	TECHNICIAN II	11-A	EXERCISE SCIENCE	FT	8,650		
19960117	HARVEY, MICHEL	TECHNICIAN II	11-A	BIOLOGY	FT	7,290		
19960812	GAGNON, JOSÉE	TECHNICIAN I	11	CHEREMISTRY & MICROBIOLOGY	FT	5,301		
19971117	VAIRIA, ALEXANDRE	TECHNICIAN I	11	CHEREMISTRY & MICROBIOLOGY	FT	2,542		
19990512	HACPIERSON, ALEX	TECHNICIAN II	11-A	MECHANICAL ENGINEERING	FT	1,639		
19990913	OLIVER, ROBERT	TECHNICIAN II	11	MECHANICAL ENGINEERING	FT	1,040		
19991004	RICHUETTE, DANIEL	TECHNICIAN II	11	MECHANICAL ENGINEERING	FT	1,208		
20000207	SILICANI, LAURA	TECHNICIAN	11-A	LABORATORY	FT	1,200		
20000731	SGROSSO, ROBERTO	TECHNICIAN-CLASS II	11-A	ENVIRONMENTAL HEALTH & SAFETY	FT	210		
20000907	GREENHIDE, HIRSH	TECHNICIAN	11	1.1.T.S.	FT	210		
20000925	STARBUSS, DAMER	TECHNICIAN	11	1.1.T.S.	FT	210		

Total Number of CUSSTU-TS Employees Reported = 106

APPENDIX C SENIORITY LIST

Program ID : CHR234  
Run Date : 10/OCT/2000

CUSSU-TS SENIORITY LIST - CONTRACT

Seniority	Employee Name	Title	Grade	Department	FT/PT	Seniority Hours	Status
19920914	SVARRE, PETER ELIAS	TECHNICAL CONTRACT < 1 YR	II	ZZ GENERAL, CONCERT HALL	PT	3,537	
19921115	DAVIS, JOHN	MANAGER, SPACE			PT	18,710	
19921129	HONETTE, JEAN-FRANCOIS				PT	2,613	
19921129	TYZKYJ, WYROSILAVA				PT	1,744	
19930111	LAVOIE, ANDRE		II	I.L.T.S. STUDIO ARTS	PT	3,401	
19930207	BYE, MARK	TECHNICAL CONTRACT < 1 YR	II	THEATRE	PT	7,143	
19940320	VAIS, MARC	TECHNICAL CONTRACT < 1 YR	II	STUDIO ARTS	PT	1,802	
19941003	LOW, SHELLEY	TECHNICAL CONTRACT < 1 YR		STUDIO ARTS	PT	1,753	
19950402	GIGON, YVES			MUSIC	PT	1,339	
19950917	PERREault, LEON	TECHNICIAN II		THEATRE	PT	1,370	
19951127	DEBENS, LUC	TECHNICAL CONTRACT < 1 YR		HAUSG. CIVIL & ENV. ENG.	PT	0,702	
19960922	KOTANSKY, MITCHELL			SCULPTURE, CERAMICS & FIBRES	PT	963	
19960930	FITZGILLIAM, GASTAVO			AUDIO VISUAL	PT	2,998	
19970520	BRUD'HONNE, JEAN-FRANCOIS			CONCERT HALL	PT	2,272	
19970908	SCOTT, ROSEGLAS			EDUCATION	PT	880	
19980105	BILLO, ANNA	COMPUTER TECHNICIAN		FINE ARTS, STUDIO ARTS	PT	1,225	
19980226	HILDEAU, CHRISTIAN	GRAPHIC DESIGNER	II	BOOKSTORE	PT	5,262	
19980316	RODI, MARCELLO			MARKETING COMMUNICATIONS	PT	0	
19980426	SIMARD, MARIE G.			PHOTOGRAPHY	PT	025	
19980522	ETUIER-HONETTE, ANELIE			CONCERT HALL	PT	739	
19980921	LATCHEM, CHRIS			DESIGN ART	PT	1,274	
19990110	SINGH HIL, HARE			FINE ARTS	PT	1,679	
19990201	DAYNE, PATRICE	MICROCOMPUTER TECHNICIAN		COMMERCE, CIT	PT	1,537	
19990802	HOUSN, MOHAMED	MICRO COMPUTER TECHNICIAN I	GRI	COMMERCE, CIT	PT	2,045	
20000214	HATTULAS, JOHN L.	OPERATOR, COMPUTER		CINEMA	PT	1,120	
20000403	AVANAI, SUARMI	TECHNICIAN II		I.L.T.S.	PT	1,045	
20000403	GESTIGUY, MIREILLE	TECHNICIAN I		PHYSICAL RESOURCES	PT	910	
20000601	MCDONALD, KENNETH A.	TECHNICIAN		I.L.T.S.	PT	644	
20000710	HORNAGINE, MICHAEL	TECHNICIAN, MEDIA PRODUCTION		I.L.T.S.	PT	420	
20000822	WILBY, ANGELA			BIOLOGY	PT	126	
20000901	HANKU, GERRAH				PT	70	
20000904	ARCE, DANIEL				PT	52	
20000904	MCLEOD, DAYNA	TECHNICIAN II		ZZ GENERAL, GRAD STUDIO ARTS	PT	170	
20000905	MCCOY, HEATHER			EXERCISE SCIENCE	PT	70	
20000911	WALLACE, EMILY			BIOLOGI	PT	20	

Total Number Of CUSSU-TS Employees Reported - 36

>>> END OF REPORT <<<

## APPENDIX D EMPLOYMENT EQUITY

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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 Employment Equity Office 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

APPENDIX E LETTER OF CERTIFICATION

Gouvernement du Québec  
Bureau du commissaire général du travail

Dossier M-16641-23  
Affaire MR-005-01-87  
AC-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;

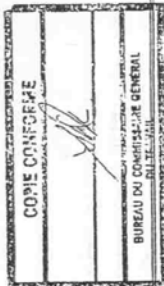
CONSIDÉRANT que toutes les autres dispositions du chapitre II ont été respectées;

POUR CES MOTIFS ET EN VERTU DES POUVOIRS QUI ME SONT CONFÉRÉS PAR LE CODE DU TRAVAIL, J'ACCÉDITE 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 BOARD  
RECEIVED

AUG 10 1987



Alphonse Chiasson  
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Agent d'accréditation

FAIT ET SIGNÉ À MONTREAL LE 16 avril 1987.

**APPENDIX F DEFERRED SALARY LEAVE PLAN CONTRACT**

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(Sample of the contract)

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**1. DEFINITIONS**

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- 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 present 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**

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- 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  $33 \frac{1}{3} \%$  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 her/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**

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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 her/his revenue for that calendar year.

### **4. WITHDRAWAL**

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4.01 A participating employee who, during her or 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 her/his estate, will receive the aggregate deferred salary, plus accumulated interest, if any, in her/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**

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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 her/his leave without a valid reason. It must also reimburse the employee any non-refundable deposit that she or 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 her/his claim.

- 5.02 A participating employee may request that the University defer her/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")

**DURATION OF THE CONTRACT**

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

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

**SALARY**

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

**IN WITNESS THEREOF**, the parties signed, in Montreal, province of Quebec,  
on the \_\_\_\_\_ of the month of \_\_\_\_\_, 19\_\_\_\_.

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

\_\_\_\_\_  
Employee