

# **COLLECTIVE LABOUR AGREEMENT**

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**Between**

**CONCORDIA UNIVERSITY  
(hereinafter “the University”)**

**and**

**THE UNITED STEELWORKERS UNION, LOCAL 9599  
(hereinafter “the Union”)**

**In effect until May 31, 2021**



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## **PREAMBLE**

For the purposes of interpretation, the masculine shall include the feminine.

The purpose of this agreement is to maintain a harmonious relationship between the University and the employees covered by this collective agreement, and to provide an equitable method of settling any disputes which may arise between them, and to set forth the working conditions which exist between the University and the Union.

## ARTICLE 1 RECOGNITION

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1.01 For the purposes of wages, hours of work and the other working conditions covered by this agreement, the University recognizes the Union as the sole collective bargaining agent for all employees of the Maintenance and Cleaning Departments of Physical Resources, Loyola Campus covered by the letter of certification issued by the Ministère du Travail on March 26, 2003.

1.02 Management employees will not perform the tasks normally performed by the employees governed by the present collective agreement, except in case of an emergency or for training purposes.

It is agreed that the awarding of subcontracts will not lead to layoffs, demotions or reductions of working hours for employees governed by this collective agreement.

### 1.03 DEFINITION OF TERMS

**“Spouse”** means either of two persons who:

- a) are married or in a civil union and cohabiting;
- b) being of opposite sex or the same sex, are living in a *de facto* union and are the father and mother of the same child;
- c) are of opposite sex or the same sex and have been living together in a *de facto* union for one (1) year or more.

**“Statutory holiday”** means a twenty-four (24) hour period that is considered a working day and is not worked but paid.

**“Staff complement position”** means an ongoing position funded from the University’s operating budget.

**“Employee”** means any person covered by the bargaining unit in the employment of the University.

**“Permanent employee”** means any member of the staff complement who has successfully completed the probationary period referred to in clause 6.01.

**“Temporary employee”** means a person hired for a fixed period to meet a work surplus or to fill a position temporarily vacated by an incumbent whose working conditions are defined in article 27.

**“Immediate supervisor”** means the person directly responsible for the employees under his jurisdiction, which includes, but is not limited to, hiring, holidays and disciplinary measures.

**“Superior”** means the person whose hierarchical level is immediately superior to that of the immediate supervisor.

## **ARTICLE 2    UNION SECURITY**

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- 2.01            As a condition of continued employment, all employees who are members of the Union at the date of signature of this agreement, or become members at a later date, must remain members of the Union for the duration of this agreement.
- 2.02            At each pay period, the University shall deduct from each employee’s regular wages an amount equal to the Union dues, as determined by the Union.
- 2.03            Every two weeks, the University shall remit a cheque to the Union for the total amount of check-offs made in accordance with clause 2.02 or shall make a direct bank transfer to the Union in that amount. A list of the employees whose dues were checked off shall be transmitted electronically.
- 2.04            The Union shall notify the University of any change in the amount of authorized check-offs at least two (2) complete pay periods before the actual implementation of the change. The University is not responsible for making retroactive check-offs.
- 2.05            The Union shall indemnify the University and hold it harmless from and against any claim, proceeding or other legal measure initiated against the University by any individual, group or organization or by their representatives as a result of the application of this article.
- 2.06            In accordance with clause 2.01, the University is not required to discharge, lay off, or transfer an employee out of the bargaining unit if the employee has been expelled from the Union.
- 2.07            No employee will be the object of discrimination by the University for speaking, writing or acting legally in serving the interests of the Union.
- 2.08            Each employee’s T4 and TP-4 slips shall indicate the amount of union dues deducted.

### **ARTICLE 3    MANAGEMENT RIGHTS**

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- 3.01            The Union recognizes that the University has the right to administer and manage its business provided this agreement is complied with, and, in particular, but without limiting the generality of the foregoing,
- 3.01.1            to maintain order, discipline and efficiency, and establish and ensure compliance with reasonable rules governing employee conduct, and
- 3.01.2            to hire, dismiss, transfer, discipline and promote employees, provided no other clause of this agreement is thereby contravened.
- 3.02            At least once each year, the University shall provide the Union with the name(s) of persons working as “immediate supervisors”, “superiors” or “directors” for the purpose of administering this collective agreement.

### **ARTICLE 4    EMPLOYMENT SECURITY**

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- 4.01            Subject to article 14, for the duration of the present collective agreement the University guarantees employment security within the bargaining unit to all employees having sixty (60) months of seniority in a permanent position, within the bargaining unit.
- An employee benefiting from employment security continues to benefit from the aforementioned until he reaches the normal age of retirement, in accordance with the provisions of the pension plan.
- 4.02            The employee and the Union must receive written notice at least two (2) months prior to the abolishment of any position.
- 4.03            If a position is abolished, an employee who has employment security may choose not to exercise his employment security rights and to resign. In this case, he benefits from a separation indemnity equal to one (1) month of salary per year worked as well as an additional amount of three (3) months of salary, up to a maximum of fifteen (15) months.
- 4.04            If a position is abolished and the employee has employment security, the University must transfer him to a vacant position, provided he can satisfy the normal requirements of that position. The Union must be notified.
- 4.05            An employee who has employment security and obtains a position in a classification with a lower rate of pay shall maintain the salary of the abolished position.
- 4.06            For the purposes of article 4, a transfer includes a transfer to a temporarily vacant position (provided the employee is able to satisfy



the normal requirements of the position) or an assignment to a work surplus or a specific task or project.

- 4.07 A permanent employee who does not have employment security shall have the right to bump a probationary or temporary employee, provided he can satisfy the normal requirements of the position.
- 4.08 Upon the expiration of the notice period referred to in clause 4.02, a permanent employee who does not have employment security shall be laid off but shall have the right, for twelve (12) months, to be recalled to work in order of seniority.
- 4.09 An employee shall be recalled to work by telephone three (3) times, and by registered letter sent to the employee's the last known address. A copy of the letter shall be sent to the Union. If the employee has not been reached, the next employee on the list shall be called.
- 4.10 An employee who refuses a transfer, assignment or recall is deemed to have voluntarily resigned.

## **ARTICLE 5 PROFESSIONAL AND UNION BUSINESS**

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- 5.01 The Union shall appoint delegates responsible for helping employees submit their grievances to the University representative in accordance with the grievance resolution procedure set out in article 8.
- 5.02 The Union shall notify the University in writing of the names of its stewards.
- 5.03 To facilitate the preparation of negotiations for the renewal of this collective agreement, the University grants the bargaining committee a bank equivalent to fifteen (15) working days.
- Once the negotiations have begun, the bargaining committee shall be liberated, if need be, for one (1) day between each bargaining session with the University, in order to prepare for the following session.
- The Union must submit a written request for the aforementioned liberation to the immediate supervisor, with a copy to the Employee and Labour Relations unit, at least five (5) working days in advance.
- 5.04 The University shall grant leave to three (3) Union representatives, without loss of salary, to enable them to attend bargaining, conciliation, grievance or arbitration sessions.
- 5.05 The University grants the Union a bank of fifteen (15) days of leave for union activities. The Union notifies the immediate supervisor, with a copy to the Human Resources Department, of any union liberation at least five (5) working days in advance.

5.06 The University shall grant leave to any Union member, without loss of salary, to represent the Union at meetings planned or held within the University if Union representation is sought.

5.06.1 The University agrees that a copy of any communication or correspondence sent to a member of the Union, concerning wages, bonuses or any special adjustments affecting salaries shall be remitted to the Union.

The University also agrees that any agreement reached with an employee relating to a temporary assignment within the bargaining unit and/or the payment of a premium for work of a higher classification than that of the employee must be reached with the Union.

5.07 An employee may withdraw his resignation from the University only once. This withdrawal must be done no later than one (1) working day following the presentation of his withdrawal. The University remits a copy of any resignation to the Union without delay.

5.09 **Right to information**

In January, May and September of each year, the University provides the Union with an alphabetical listing of the employees in the bargaining unit, containing the following information:

- a) employee number;
- b) surname and name;
- c) birth date;
- d) gender;
- e) seniority date within the United Steelworkers Union, local 9538;
- f) seniority date at the University, if different from the above;
- g) position number, title and department;
- h) salary;
- i) status;
- j) home address, unless the employee objects;
- k) home telephone number, unless the employee objects;
- l) telephone extension at work, if available;
- m) email address at work, if available.

**ARTICLE 6 SENIORITY**

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6.01 a) Probationary period:

New employees shall be subject to a probationary period of one hundred and eighty (180) working days of actual work. During this period, they may be dismissed by the University without regard to the provisions of this Agreement.

6.01

b) Trial period:

The employee who obtains a position is subject to a trial period of a maximum duration of forty-five (45) days worked. During this period, if the employee does not wish to stay in the new position, or if the University establishes that she/he cannot satisfy the requirements of the position, the employee may be returned to her/his former position, with all the rights that she/he acquired in that position. During her/his trial period, the employee must receive the appropriate assistance and training in order to facilitate her/his adaptation to the new position.

This clause also applies in the case of a permanent employee from the Syndicat des travailleuses et travailleurs des métiers de l'Université Concordia – CSN (CSN-Trades) bargaining unit who obtains a permanent position in the present unit. This employee shall then be subject to a trial period of sixty (60) days worked.

6.02

A temporary employee becomes a permanent employee after twenty four (24) months of continuous service, unless said employee was hired only to fill a position temporarily vacated by its incumbent.

6.03

Seniority is defined in years, months and days of service with the University, and is used only with respect to layoffs, recalls and choices of vacation period. A new employee shall have no seniority during his probationary period, but once that period is successfully completed, seniority shall be calculated as of the employee's hire date.

6.04

An employee shall accumulate seniority for a maximum of one (1) month of leave without pay, and shall lose his seniority when he:

6.04.1 leaves his employment at the University;

6.04.2 is dismissed for just and sufficient cause;

6.04.3 is not recalled to work within twelve (12) months of being laid off;

6.04.4 is laid off for a period greater than twelve (12) months; or

6.04.5 does not return to work within ten (10) calendar days after a notice has been sent, by registered letter or messenger service, calling the employee back to work following a layoff;

6.05

An employee shall lose his seniority and his employment shall be terminated when he:

6.05.1 leaves his employment at the University;

6.05.2 is dismissed for just and sufficient cause;

- 6.05.3 is not recalled to work within twelve (12) months of being laid off;
- 6.05.4 is laid off for a period greater than twelve (12) months;
- 6.05.5 does not return to work within ten (10) calendar days after a notice has been sent, by registered letter or messenger service, calling the employee back to work following a layoff; and
- 6.05.6 fails to report to work for three (3) consecutive working days without previously having obtained permission or without providing a reason justifying his absence within these same three (3) days. The University may consider an absence of up to five (5) working days in exceptional circumstances, for which the employee has the burden of proof.

**Accumulation and maintenance of seniority**

- 6.05.7 In the event of an absence due to non work-related illness or accident, the employee accumulates seniority for the first thirty-six (36) consecutive months of his absence, after which his seniority is maintained but does not accumulate.
- 6.05.8 During a leave without pay, the employee accumulates seniority for the first month of absence and afterwards, his seniority is maintained for a maximum period of twelve (12) months.

**ARTICLE 7    JOB POSTING**

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- 7.01            A vacant position is a position definitively vacated by its incumbent.
- 7.02            Positions vacated due to an illness, vacation, work accident or leave without pay are not considered vacant within the meaning of this article if the incumbent will be returning to work.
- 7.03            Upon hiring, the University shall give the employee a copy of her/his job description.
- 7.04            All new or vacant positions under this agreement shall be posted on the Union's bulletin board for ten (10) working days. All applications must be submitted by the prescribed deadline, failing which they shall be rejected. Positions shall be granted based on knowledge, skills and qualification certificates. All other things being equal, seniority shall prevail based on the following order:
  - 7.03.1 Departmental seniority
  - 7.03.2 Seniority within the bargaining unit
  - 7.03.3 University seniority

- 7.05 Unless the parties agree otherwise, the University shall not defer the posting of a vacant position for more than nine (9) months.
- 7.06 Employees with the qualifications as posted by the University shall be considered before external candidates.
- 7.07 When an employee is absent for more than fifty-two (52) weeks because of a work accident, or is absent due to an illness for more than sixteen (16) consecutive weeks, the University shall post the absent employee's position.
- 7.08 The University may create a job classification not provided for in this collective agreement. In this case, the University shall notify the Union one (1) month in advance of the duties, requirements and salary for this job classification. Notwithstanding the foregoing, the Union may refer the salary to arbitration in case of disagreement.

In the case of significant modifications to the duties and/or the requirements for a position that exists at the signing of the present collective agreement, the University shall present them to the Union at least one (1) month prior to their introduction. The Union sends its comments, if any, within ten (10) working days following this meeting. The University shall take into consideration the Union's suggestions and will submit the final job description to the Union within ten (10) working days following the reception of the Union's comments. A copy of the final job description is then sent to the employee concerned as well as to the Union. In case of disagreement as to the salary, the Union may submit the case to the grievance and arbitration procedure.

If an employee's ability to fulfill her/his functions is affected by a change to her/his duties or to the requirements, the University shall provide the appropriate assistance and training.

7.09 **Temporary assignment within the bargaining unit**

Any temporary assignment whose duration is of more than one (1) month shall be posted for a minimum of five (5) working days, on both campuses, and a copy will be sent to the Union. The posting shall include the duties, required qualifications and expected duration of the assignment.

Should the assignment end before the date indicated on the posting or if the employee does not satisfy the requirements of the assignment, the employee will receive a notice of one (1) week.

Should the assignment continue past the date indicated on the posting, it shall be reposted in accordance with the first paragraph.

7.10 Group Leader assignment

Any group leader assignment shall be posted for a minimum of five (5) working days, on both campuses, and a copy will be sent to the Union. The posting shall include, among others, the main duties of the assignment as well as the required qualifications.

**ARTICLE 8 GRIEVANCE PROCEDURE**

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8.01 Should a dispute arise between the University and the Union concerning the interpretation and application of the terms of the present collective agreement, there shall be no interruption of work by reason of the dispute. Rather, both parties shall do their utmost to resolve the dispute as quickly as possible in accordance with the following procedure.

8.02 The parties agree that it is preferable to resolve problems through discussion with the Union and the individuals directly concerned, prior to filing a written grievance. Failing agreement, the following procedure applies:

Step One:

The employee, accompanied by a Union representative, or the Union, shall file the grievance in writing to the immediate supervisor, manager or in their absence, the director, within ten (10) working days of the occurrence of the facts leading to the grievance or of the knowledge of the occurrence of the facts.

Step Two:

The University shall render its decision in writing within ten (10) working days after receiving the grievance. The response must be remitted to the local delegate as well as to the Union.

Third Step:

Upon receiving the response from the University, the Union has fifteen (15) working days to refer the grievance to arbitration, unless the parties have agreed to extend this delay. If the grievance is not referred to arbitration within the initial delay of fifteen (15) working days or its extension, the dispute shall be considered resolved.

8.03 The arbitrator's jurisdiction shall be limited to deciding the matter at hand in accordance with the clauses of this Agreement, and the arbitrator shall not have the power to add to, delete or amend clauses of this Agreement under any circumstances or for any reason whatsoever.

- 8.04 If the superior does not provide a satisfactory response within ten (10) working days of the question being referred to him, the Union may refer the question to arbitration in accordance with the *Labour Code*. If this is not done within ten (10) working days of the superior's decision, the question shall be considered resolved.
- 8.05 A grievance shall state the nature of the claim, the concerned clauses of the collective agreement and the redress sought. The grievor is entitled to be present at each stage of the procedure, but the final decision shall be made by the Union representative and the University representative.
- 8.06 The aforementioned delays are mandatory and can only be modified upon written agreement between the parties.

**ARTICLE 9 HOURS OF WORK**

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9.01 A regular work week consists of thirty-eight and three-quarter (38¾) hours spread out over five (5) consecutive seven-and-three-quarter-hour (7¾-hour) days, from Monday to Friday, not including meal breaks.

9.02 Work shifts shall begin at the following times:

9.02.1 **For trades staff and building and grounds maintenance staff:**

07:00
14:30
23:00

The weekend shift is spread out over five (5) consecutive days and includes the Saturday and the Sunday. The shift normally starts at 7:00 a.m.

9.02.3 **For helpers and facilities keepers:**

06:30
9:00
11:30
12:30
14:30
22:30

The weekend shift is spread out over five (5) consecutive days and includes the Saturday and the Sunday. The shift normally starts at 6:30 a.m.

9.02.4 Upon one week's advance notice, shifts may begin up to two (2) hours before or after the times set out in clauses 9.02.1.

Upon one week's advance notice, shifts may begin up to one (1) hour before or after the times set out in clause 9.02.3.

In any case, this notice may be reduced after agreement between the parties.

It is also agreed that modifications to the schedules shall be kept to a minimum, subject to service needs.

9.03 All employees shall be entitled to two (2) consecutive days off per week.

9.04 If an employee reports for his shift but there is no work to give him, he shall receive the equivalent of four (4) hours of regular salary, provided he was not instructed to refrain from reporting for his shift.

9.05 Employees who obtain permission to leave the premises before the end of their shift because of bad weather or for a similar reason shall not be penalized.

9.06 All employees are entitled to a one-half hour unpaid meal break during their regular shift, at a time to be decided by the University.

9.07 There shall be a fifteen (15) minute break each half-shift. This break shall be taken on University premises and shall not be taken at the beginning or end of a work day or added to a meal break.

9.08 After agreement between the immediate supervisor and the employee, the latter may work a schedule that is not provided for in the present collective agreement. This agreement must be confirmed in writing, with a copy to the Union.

9.09 For evening, night and weekend position, the rates appear in Appendix A (Classifications and Hourly Rates). The premiums provided for in clause 24.02 are only payable during occasional replacements on a different shift than that of the employee.



## ARTICLE 10 OVERTIME

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- 10.01 All hours worked in excess of a regular work day or work week are considered overtime. Except in an emergency, overtime must be approved in advance by the immediate supervisor.
- 10.02 The normal rate for overtime is one and a half (1½) times the regular hourly salary for the first four (4) hours of work, and twice the regular hourly salary for subsequent hours worked. The salary for all hours worked on a second regular day off is twice the employee's regular salary.
- 10.03 The salary for the first seven and three-quarter (7¾) hours worked on a statutory holiday is twice the employee's regular salary, plus the regular salary for the statutory holiday. The salary for all hours worked in addition to these seven and three-quarter (7¾) hours on a statutory holiday is three (3) times the employee's regular salary.
- 10.04 All employees who are called back to work after their regular shift and have already left University premises shall be paid a minimum of four (4) hours at a rate of one and a half (1½) times the regular hourly rate.
- 10.06 Overtime shall be allocated as fairly as possible, on a rotating basis within the department or shop involved, among the employees who normally perform the work for which the overtime is required.
- 10.07 Overtime is worked on a voluntary basis. Should an insufficient number of employees agree to work overtime, the employees shall be assigned to it by reverse order of seniority.
- 10.08 Employees asked to work for fifteen (15) additional minutes after their shift shall be paid the appropriate overtime rate.
- 10.09 An Employee who works more than two (2) consecutive hours of overtime immediately after his shift is entitled to a thirty (30) minute paid meal break as well a meal premium of twelve dollars (\$12.00). The amount of this premium shall take effect on the Monday following the signature of the present collective agreement.
- Subsequently, once the employee has worked four (4) hours of additional overtime, he shall again be entitled to a paid meal break of thirty (30) minutes as well as the meal premium. The meal break and premium shall so apply for each period of four (4) hours worked in overtime.
- 10.10 Employees asked to report for overtime before their regular shift may elect to be paid for such work at the overtime rate or to leave work after having worked for seven (7) hours and forty-five (45) minutes.

- 10.11 An employee who works overtime is entitled to a rest period of eight (8) consecutive hours before returning to work, and shall lose no salary in respect of any part of such rest period (but only that part) which falls within his regular working day.
- 10.12 Subject to approval by the immediate supervisor, an absolute yearly maximum of seventy-seven and a half (77.5) hours of overtime may be banked over the course of a fiscal year. From that amount, a maximum of thirty-eight and three quarters (38  $\frac{3}{4}$ ) may be deferred to the following fiscal year. All banked hours still unused and undeferred as of May 31<sup>st</sup> shall be paid. The minimum duration for absences taken by means of this bank is of one half-day.

## **ARTICLE 11 PAID HOLIDAYS**

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- 11.01 The following days are recognized as paid holidays:
- Good Friday
  - Easter Monday
  - National Patriot's Day
  - Fête nationale
  - Canada Day
  - Labour Day
  - Thanksgiving
  - Christmas Eve
  - Christmas Day
  - Boxing Day
  - December 31
  - New Year's Day
  - January 2
- 11.02 If one of the aforementioned paid holidays falls on a Saturday, it shall be taken on the preceding working day. If one of the aforementioned holidays falls on a Sunday, it shall be taken on the next working day.
- 11.03 If the majority of the University's non-academic staff is not required to work between December 25 and January 2, employees who work on days during this period that are not statutory holidays are paid at two (2) times their regular rate for all hours worked.

## ARTICLE 12 VACATION

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- 12.01 For the purposes of vacation, a year begins on June 1 and ends on the following May 31. If an employee takes leave without pay during this period, the number of days set out in clause 12.02 to which the employee is entitled shall be reduced by one-twelfth (1/12) for each month of such leave. Vacations accumulated at May 31 shall be taken within twelve (12) months of that date, except if the immediate supervisor permits otherwise.
- 12.02 Working days of vacation
- 12.02.1 Employees with less than one (1) year of continuous service on June 1 are entitled to one and two-thirds (1 2/3) days of vacation for each month of continuous service, up to a maximum of twenty (20) working days of vacation.
- 12.02.2 Employees with at least one year of continuous service on June 1 are entitled to twenty (20) working days of vacation.
- 12.02.3 Employees with at least ten (10) years of continuous service on June 1 are entitled to twenty-two (22) working days of vacation.
- 12.02.4 Employees with twenty-one (21) years of continuous service on June 1 are entitled to twenty-five (25) working days of vacation.
- 12.03 As of April 1<sup>st</sup> of each year, the University shall remit to each employee a memo indicating the number of vacation days to which the employee is entitled. This list shall also include the number of banked days of each employee.
- 12.03.1 As of April 15 of each year, the employees shall write their desired vacation dates on the appropriate form. Subject to service requirements, their immediate supervisor shall prepare a vacation schedule consistent with the employees' choices.
- 12.03.2 From May 1 of each year, an employee who has not specified his vacation dates shall no longer be entitled to take a period already taken by another employee, even if that other employee has less seniority.
- 12.03.3 An employee may change the dates of his vacation after May 1. This must be done in writing to the employee's immediate supervisor, and can only be done if this vacation period does not encroach on another

employee's period, even if the other employee has less seniority.

- 12.04 Thirty-eight and three-quarter (38¾) vacation hours may be banked and deferred from one year to the next, provided the following three conditions are met:
- i) the employee obtains the approval of his immediate supervisor;
  - ii) the accumulated hours are used within the following twelve (12) months; and
  - iii) at least one (1) working day of vacation is claimed.
- 12.05
- a) For the purpose of calculating vacation, an employee hired between the first and fifteenth day of the month is considered as having one (1) month of service.
  - b) An employee unable to take his vacation as scheduled due to an illness corroborated by a medical certificate, an accident or an occupational injury occurring before the start of his vacation period may defer his vacation to a later date. However, he must so inform his immediate supervisor as soon as possible prior to the expected start date of his vacation period. Accordingly, after agreement with his immediate supervisor, his vacation shall be deferred either to the end of his disability or to a later date.
  - c) An employee hospitalized as a result of an illness or accident which occurs during his vacation period may defer the balance of his vacation to a later date as agreed upon with his immediate supervisor. The employee must present a medical certificate to the Human Resources Department (Benefits unit) corroborating the disability as well as the dates during which he was hospitalized.

## **ARTICLE 13 SPECIAL LEAVES**

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- 13.01 All employees are entitled to the following leaves without loss of salary, provided they coincide with a day that the employee would normally have worked.
- 13.02 In the event of the death
- 13.02.1 of the father or mother, of the spouse, of a child, or of the child of a spouse, an employee is entitled to five (5) consecutive working days including the day of the funeral;
  - 13.02.2 of grandchildren, of the father or mother of a spouse, of a brother, or of a sister, an employee is entitled to three (3) consecutive working days including the day of the funeral;

- 13.02.3 of grandparents, of a brother or sister-in-law, or of a son or daughter-in-law, an employee is entitled to two (2) consecutive working days including the day of the funeral;
- 13.02.4 of an aunt, of an uncle, of a nephew, or of a niece, an employee is entitled to one (1) working day including the day of the funeral.
- 13.02.5 In cases where clauses 13.02.1, 13.02.2, 13.02.3 or 13.02.4 apply, an employee may add to this period his accumulated vacation, accumulated overtime, and/or leave without pay not exceeding fifteen (15) working days.
- 13.02.6 If the funeral takes place more than one hundred and sixty (160) kilometres from the residence of an employee, he is entitled to one (1) extra working day.
- 13.02.7 An employee may defer one (1) of the above days if the burial or cremation is to occur at a later date.

13.03 In the event of the marriage

- 13.03.1 of the employee, he is entitled to five (5) working days;
- 13.03.2 of a son or daughter, an employee is entitled to one (1) working day;
- 13.03.3 of the mother, father, grandparents, brother, sister or grandchildren, an employee is entitled to the day of the wedding.
- 13.03.4 In cases where clauses 13.03.2 or 13.03.3 apply, the employee may add accumulated vacation days, or an equivalent leave without pay, to the days described.

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

13.05 Jury or witness duty

- 13.06.1 An employee required to perform jury duty, or to act as a witness in proceedings to which he is not a party, shall not lose any regular salary while fulfilling this requirement. However, the employee must turn over to the University the equivalent of the amount received as remuneration for the performance of these duties. If this

amount is greater than his regular salary, the University shall return the difference to the employee.

13.05.2 An employee called to act as a witness in a case where the University is involved shall continue to receive his regular salary and shall be paid overtime for all hours required of him as a witness outside of his regular work day and work week.

13.05.3 If an employee must appear before a civil, administrative, or penal court in a case in which he is party, he is entitled to a leave without pay or may use his accumulated vacation or accumulated overtime.

13.06 An employee who must be absent for one of the reasons provided for in this article must notify his immediate supervisor as soon as possible and must, on demand, produce proof or confirmation of the events.

13.07 Personal leave

All permanent full-time employees are entitled to a maximum of fifteen and a half (15½) hours of leave without loss of salary for professional appointments, etc.

Permanent part-time employees are entitled to such personal leave pro-rated to hours worked.

This time is not to be used to extend vacations or any other leave referred to in this collective agreement, with the exception of bereavement leave.

Normally, the employee should notify the immediate superior of the need for such leave two (2) days in advance.

Personal leave does not accumulate from year to year (the year being calculated from June 1).

Any time required beyond fifteen and a half (15½) hours shall be unpaid.

13.08 Leave for family obligations

13.08.1 An employee may be absent from work, without pay, during ten (10) days per year to fulfill obligations related to the care, health or education of her/his child or the child of her/his spouse, or due to the state of health of her/his spouse, father, mother, brother, sister or one of her/his grandparents.

Of these ten (10) days, two (2) shall be without loss of pay.

The leave may be divided into days. A day may also be divided with the approval of the employee's immediate supervisor.

The employee must notify her/his immediate supervisor as soon as possible and take all reasonable steps within her/his power to limit the leave and the duration of the leave.

- 13.08.2 An employee may be absent from work, without pay, or go on part-time leave without pay for a maximum period of fifty-two (52) weeks if her/his minor child suffers from social or emotional development problems, is handicapped or suffers from a long-term illness or if the employee must stay with her/his child, spouse, the child of her/his spouse, one of her/his parents, her/his brother, sister or one of her/his grandparents following a serious illness or a serious accident, and who's state of health requires the presence of said employee.
- 13.08.3 During the leaves provided for in the present article, the employee accumulates her/his seniority in accordance with paragraph 6.05.8.
- 13.08.4 With the exception of the first fifteen and a half (15.5) hours, the remaining hours of leave may be worked within a period agreed upon by the employee and the immediate supervisor, with the approval of the latter as to the work to be done and its duration.
- 13.08.5 The hours worked pursuant to the present paragraph are not considered as overtime as defined in article 10.

#### **ARTICLE 14 DISMISSAL AND OTHER DISCIPLINARY MEASURES**

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- 14.01 Nothing in this Agreement limits or interferes with the University's right to dismiss or discipline an employee for incompetence or negligence in the performance of his duties or other just and sufficient cause. The University recognizes that if the Union is of the opinion that the University has unjustly dismissed an employee, the Union may avail itself of the grievance resolution procedure set out in Article 8 of this Agreement. The matter must be initiated within two (2) days of the employee's dismissal or disciplinary measure, failing which the question of discharge or discipline will not be open to review.
- 14.02 All disciplinary measures, including dismissal, shall be assessed in writing. The document shall be sent to the employee and shall explain the facts and the reasons for the measure. A copy shall be sent to the Union.
- 14.03 An employee summoned by the University for disciplinary reasons (i.e. a written reprimand, a suspension or a dismissal) has the right to be accompanied by his union representative.
- 14.04 The parties agree that it is preferable to resolve problems at the initial stage by discussion rather than suspension or dismissal. Employees,

accompanied by their Union representative, are encouraged to meet with their superior and/or immediate supervisor for this purpose.

14.05 A notice assessing a disciplinary measure shall be withdrawn from the personal file after twelve (12) months have elapsed if no other disciplinary sanctions have been added during that period.

14.06 An employee is entitled to examine his employment file that is maintained by the Human Resources Department, accompanied by a union delegate if he so wishes, under the supervision of a University representative and upon advance notice of three (3) working days.

## **ARTICLE 15 SICK LEAVE, WORK ACCIDENTS, INSURANCE AND RETIREMENT**

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15.01 The provisions concerning sick leave, insurance and retirement shall comply with the University's Benefits Program.

15.02 Employees covered by this agreement are entitled to participate in the Concordia University Benefits Program, in accordance with the terms stipulated therein, including:

1. Pension Plan for Employees;
2. Health Plan, including vision and dental care;
3. Long-Term Disability Insurance;
4. Basic Life Insurance;
5. Accidental Death and Dismemberment;
6. Optional Life Insurance;
7. Optional Dependent Life Insurance;
8. Registered Retirement Savings Plan.

15.03 When an employee is absent from work because of an occupational injury or disease which is caused by his work at the University as defined by the Act, the University shall pay the employee, for the first fifty-two (52) first weeks during which he is totally unable and unsuited to work, the difference between his regular weekly salary (i.e. 38¾ hours times his base hourly salary) and the indemnity to which he is entitled under the *Act respecting industrial accidents and occupational diseases*.

15.04 An injured employee may transfer the indemnity that he receives from the Commission des normes, de l'équité, de la santé et de la sécurité du travail to the University. If the employee chooses to do so, the University shall continue to pay the employee his base weekly salary for the duration of his incapacity, up to a maximum of fifty-two (52) weeks. If the incapacity lasts longer than fifty-two (52) weeks, the University shall continue to pay the employee an amount equivalent to the the compensation paid by the Commission des normes, de l'équité,



de la santé et de la sécurité du travail. This type of payment shall continue until the Commission des normes, de l'équité, de la santé et de la sécurité du travail determines that the employee is able to return to work or is suffering from a permanent partial or total disability. If there is doubt as to whether the absence was in fact caused by an occupational injury, the decision of the Commission des normes, de l'équité, de la santé et de la sécurité du travail shall be binding on both parties.

- 15.05 At any time during the first fifty-two (52) weeks of an employee's disability, the University has the right to call upon the doctor of its choice to determine the employee's percentage of disability. If the doctor determines that the employee's disability does not render him unable to perform his regular duties, the University may cease to pay the difference between the indemnity paid by the Commission des normes, de l'équité, de la santé et de la sécurité du travail and the employee's regular weekly salary.
- 15.06 An employee who has sustained an occupational injury must report the injury to his immediate supervisor or to Health Services as soon as possible following the occurrence, and must do so before voluntarily leaving the workplace. An accident report must also be completed and remitted to the immediate supervisor as soon as possible.
- 15.07 Upon issuing T4 and TP1 slips, the University shall remit a statement to the employee indicating the amount of indemnities received from the Commission des normes, de l'équité, de la santé et de la sécurité du travail during the year.

## **ARTICLE 16 PARENTAL LEAVE**

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### **PREAMBLE**

Unless specifically mentioned, all leaves provided in the present Article 16 are without pay.

The present article does not grant an employee any benefit, monetary or non-monetary, which she or he would not have had, is she/he had remained at work.

### **Section I: Maternity Leave**

- 16.01 a) A pregnant employee is entitled to a maternity leave of eighteen (18) weeks duration, which subject to clause 16.04 must be consecutive.
- b) An employee who becomes pregnant while benefiting from a leave

provided in the present article is also entitled to maternity leave and the indemnities provided in section V of the present article 16.

- c) An employee who gives birth to a stillborn child after the beginning of the twentieth (20<sup>th</sup>) week preceding the due date is also entitled to such maternity leave.

16.02 The distribution of the maternity leave before and after the birth is at the employee's discretion and includes the date of delivery. However, the leave can start as soon as the beginning of the sixteenth (16<sup>th</sup>) week preceding the date of birth and ends no later than eighteen (18) weeks after the week of the birth.

16.03 If the birth occurs after the due date, the employee is entitled to an extension of 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.

16.04 A maternity leave can be split, interrupted or extended in accordance with the conditions provided in section V of the present article 16.

16.05 During the maternity leave and the extensions provided in clause 16.03 and in section V of the present article 16, the employee can defer a maximum of four (4) weeks of annual vacation if the employee notifies the University in writing of the date of such deferral no later than two (2) weeks before the expiry of said maternity leave. If vacation is not deferred, the University must pay the vacation indemnity at the end of the fiscal year during which the vacation is due.

16.06 The maternity leave may be for a period of less than eighteen (18) weeks. If the employee returns to work within the two (2) weeks following birth, she must, at the University's request, submit a medical certificate confirming that she is sufficiently recovered to resume work.

## Section II: Special Leaves

16.07 Provisional assignment

- a) 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.

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 reassignment, subject to University's 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 maintains 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, caused by the pregnancy and requiring a work stoppage, the employee is entitled to a special maternity leave upon presentation of a medical certificate prescribing the duration of this leave, and attesting the existing risk and the due date; this leave is then considered as the maternity leave provided in clause 16.01, starting on the beginning of the fourth (4th) week preceding the due date.
- 2) Upon presentation of a medical certificate prescribing the duration of the leave, when an interruption of pregnancy occurs before the beginning of the twentieth (20th) week before the due date.

- 3) For visits with a health care professional related to the pregnancy , up to a maximum of four (4) working days that can be taken in half-days, without loss of salary.

During the special leaves granted under this section, the employee receives the benefits provided in clause 16.25, insofar as she is normally entitled to them and also in clause 16.27. The employee covered by clause 16.07 b) may also avail herself of the benefits from the sick leave plan or the long term disability plan, whichever the case may be.

### **Section III: Birth, adoption and paternity leaves**

#### 16.08 Birth or adoption leaves

- a) The employee whose spouse gives birth or who adopts a child is entitled to a leave, without loss of salary, of a maximum duration of five (5) working days. The leave can be split into days upon the employee's request and must be taken between the delivery date or in the case of an adoption, between the date that the child is placed in the employee's care, and the fifteenth (15<sup>th</sup>) day following the child's arrival at the father or mother's residence. However, one (1) out of those five (5) days can be deferred for the purpose of a religious celebration related to the birth or for the civil registration of the child.

When an employee's spouse suffers an interruption of pregnancy as of the twentieth (20<sup>th</sup>) week of pregnancy, the employee is also entitled to a leave of a maximum duration of five (5) working days, of which two (2) days are paid. This leave can be split into days upon the employee's request and must be taken within fifteen (15) days of the interruption of pregnancy.

- b) The employee may defer one week's vacation if the birth or the interruption of pregnancy occurs during his annual vacation. The employee must inform the University in writing.

16.09 The employee who travels outside Quebec to adopt a child is entitled, upon written request to the University two (2) weeks in advance, if possible, to a leave with pay for the time necessary for such travel.

#### 16.10 **Paternity leave**

The employee whose spouse gives birth is entitled to a paternity leave of a maximum period of five (5) consecutive weeks for the birth of his child. This leave must be taken not sooner than the week of the delivery and must end not later than fifty-two (52) weeks after the child's birth.

The employee whose spouse dies receives the balance of her eighteen (18) weeks of maternity leave and benefits from the rights and privileges pertaining to such leave.

#### **Section IV: Parental leave**

- 16.11
- a) The parental leave must come to an end no later than one hundred and four (104) weeks following the end of the maternity or paternity leave or, in the case of an adoption, one hundred and four (104) weeks following the arrival of the child at the mother or the father's residence.
  - b) An employee whose parental leave's expected duration is less than two (2) years can, only once, ask the University for an extension of her/his parental leave up to the maximum provided in paragraph a), by submitting a written request at least thirty (30) days prior to the expected date of her/his return to work.
  - c) During this leave, the employee can, if she/he submits a request to the University at least thirty (30) days in advance, modify her/his full-time parental leave into a part-time parental leave or vice-versa. The employee can avail her/himself from this provision only once.
  - d) The employee who wishes to return to work before the scheduled date must give a written notice of at least twenty-one (21) days prior to her/his return to work or, if the duration of the leave exceeds thirty-four (34) weeks, at least thirty (30) days before his/her return to work.
  - e) The employee who does not avail her/himself of the leave provided in the preceding paragraphs can benefit, after the birth or the adoption of her/ his child, from a leave of a maximum duration of fifty-two (52) consecutive weeks, which starts at the moment decided by the employee but not later than one (1) year following the birth of the child or, in case of an adoption, one (1) year after the child was placed in her/his care.
  - f) In the case of a part-time parental leave, the request must specify the schedule desired by the employee. In case of a disagreement with the University as to the schedule, the employee is entitled to a maximum of two (2) and a half (1/2) days per week or the equivalent. Failing agreement on the distribution of these days, the University determines the schedule.

**Section V: Splitting, interruption or extension of maternity, paternity or parental leave**

16.12

A maternity, paternity or parental leave can be divided into weeks, or interrupted, upon the employee's request, in one or more of the following circumstances:

- a) the employee's child is hospitalized, in which case the employee may, after agreement with the University, return to work for the duration of the hospitalization;
- b) for a maximum period of twenty-six (26) weeks, if the employee is sick or has suffered an accident;
- c) for a maximum period of twelve (12) weeks, if the employee must be present with her/his child, spouse, father, mother, spouse of her/his father or mother, brother, sister, or one of her/his grandparents because of a serious illness or a serious accident.
- d) The period provided for in c) above may be extended as follows:
  - i) up to one hundred and four (104) weeks when the employee must be present with his/her minor child suffering from a potentially fatal illness.
  - ii) up to one hundred and four (104) weeks when the employee must be present with his/her minor child who has suffered a serious bodily injury during or as a direct result of a criminal act which renders the child incapable of carrying out his/her regular activities.
- e) up to a maximum of fifty-two (52) weeks, if the employee's minor child has disappeared. If the child is found within twelve (12) months of disappearing, that period shall end on the eleventh (11th) day that follows the day on which the child is found;
- f) up to a maximum of fifty-two (52) weeks, if the employee's spouse or child commits suicide;
- g) up to a maximum of one hundred and four (104) weeks if the death of the employee's spouse or child occurs during or is the direct result of a criminal offence.

The employee resumes his maternity, paternity or parental leave when the event which gave rise to the splitting or interruption of said leave comes to an end. When the employee resumes his leave, the University resumes the payment of the supplemental indemnity to which the employee would have been entitled should there have been no such splitting or interruption.

- 16.13 The employee who, before the end of her/his maternity, paternity or parental leave, submits a written notice to the University accompanied by a medical certificate attesting that the health of her/his child or, in the case of a maternity leave that her own health so warrants it, is entitled to an extension of the leave for the duration prescribed on the medical certificate.
- 16.14 The provisions of this section shall not serve to extend the period of parental leave beyond one-hundred and four (104) weeks.

**Section VI: Supplementary allowance to the Quebec Parental Insurance Plan (QPIP) or the Employment Insurance Program (EI)**

- 16.15 The benefits provided for in this section are paid only as a supplement to the benefits of the Quebec Parental Insurance Plan or, in the cases that follow, as benefits during a maternity leave or supplementary maternity leave for which the Plan does not provide any benefits.
- 16.16 If the granting of the leave is restricted to only one spouse, this restriction is applicable if the other spouse is also an Employee of the public, semi-public or university sector.
- 16.17 Payments for deferred remuneration or severance pay will not be reduced nor increased by the payment of compensation under the present article 16.
- 16.18 **Employees eligible to QPIP**
- a) The employee who, following a request for QPIP benefits, receives such benefits, is entitled to receive :
- i) **During her maternity leave:**
- A supplementary allowance equal to the difference between ninety-three (93%) of her weekly salary and the benefits received from QPIP, for a maximum period of eighteen (18) weeks;
- ii) **During his paternity leave:**
- A supplementary allowance equal to the difference between ninety-three (93%) of the employee's weekly salary and the benefits received from QPIP, for a maximum period of five (5) consecutive weeks;

iii) **During her or his parental leave:**

A supplementary allowance equal to the difference between ninety-three percent (93%) of her or his regular weekly salary and the benefits received, for a maximum duration of thirty-two (32) weeks or, in the case of an adoption procedure, for a maximum duration of thirty-seven (37) weeks.

- b) The total of the amounts received by the employee during her or his maternity, paternity or parental leave in QPIP benefits and in wages cannot exceed ninety-three percent (93%) of her or his regular weekly base salary paid by the University and, if applicable, by any other employer.
- c) When the QPIP benefits are interrupted for any reason provided in section V, the payment of the supplementary allowance ceases, and resumes once the QPIP benefits are being paid again.
- d) The employee eligible for a maternity leave will also be eligible to an additional period of two (2) weeks of maternity leave to be taken at the end of the period covered by QPIP. During this two (2) week period, the employee will receive an allowance equivalent to ninety-three (93%) of her regular weekly salary. The employees benefiting from this additional maternity leave will be eligible to these two (2) weeks of leave in addition to the leave provided in section IV. These two (2) weeks will not be taken into account for the calculation of the parental leave, which is of a maximum duration of two (2) years.

16.19 **Maternity or parental leave - Employee not eligible for QPIP or Employment Insurance benefits**

The employee not eligible to QPIP or Employment Insurance benefits is excluded from any other compensation. However:

- a) The full-time employee who has accumulated twenty (20) weeks of service is entitled, for ten (10) weeks, to an allowance equal to ninety-three percent (93%) of her/his regular weekly salary;
- b) The part-time employee who has accumulated twenty (20) weeks of service is entitled, for ten (10) weeks, to an allowance equal to ninety-three percent (93%) of her/his regular weekly salary.

16.20 **Employee not eligible for QPIP but eligible to Employment Insurance**

The employee who, because she/he resides outside of Quebec, is not eligible for QPIP benefits but receives maternity leave or parental leave employment-insurance benefits, receives a supplementary allowance as follows:



i) **During a maternity leave :**

For each week of the waiting period: an allowance equal to 93% of her regular weekly salary.

For the fifteen following weeks: an allowance equal to the difference between 93% of her regular weekly salary and the benefits received.

i) **During a parental or adoption leave:**

an allowance equal to the difference between 93% of her or his regular weekly salary and the benefits received for a maximum of thirty-five (35) weeks.

16.21

**Miscellaneous**

- a) No allowance shall be paid during a paid vacation period.
- b) The first installment of the allowance is paid, to the extent possible, in the first pay period following receipt by the University of the decision notice and calculation statement from Emploi et Solidarité sociale Québec. The subsequent payments are made each payroll period.
- c) The regular weekly salary of the permanent part-time employee is the average of her/his regular weekly salary of the twenty (20) weeks preceding his leave. If, during this period, the employee has received benefits based on a percentage of her/his regular salary, it is understood that for the purpose of calculating her/his regular salary, it refers to regular salary from which such benefits were established.
- d) If during this period of twenty (20) weeks, the pay scales are adjusted, the adjusted salary is considered to be the regular weekly salary. If, however, the maternity leave includes the date of the adjustment of the salary scales, the regular weekly salary is calculated from that date according to the salary scale adjustment applicable to it.
- e) Any period during which the employee on special leave provided in clause 16.07 does not receive any CNESST allowances is excluded from the calculation of her base weekly salary.

**Section VII: Notice**

16.22

The employee who requests a maternity, paternity or parental leave notifies the University in writing at least two (2) weeks before her/his departure. This notice shall specify the intended date of departure and return to work.

For the maternity leave, the notice must be accompanied by a medical certificate attesting the pregnancy and specifying the due date. The time limit regarding the presentation of this 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 if she provides the University with a medical certificate attesting that she had to leave her job without delay.

For the paternity or parental leave, the notice shall be accompanied by a supporting document attesting the birth or adoption, whichever the case.

16.23 At least four (4) weeks before the end of the maternity or parental leave, the University must send the employee a notice indicating the anticipated end date of said leave. The employee to whom the University has sent such a notice must report to work upon conclusion of the leave.

The employee who does not comply with the preceding paragraph is considered to be on leave without pay for a maximum of four (4) weeks. At the end of this period, the employee who has not reported back to work is considered to have resigned.

### **Section VIII: Benefits**

16.24 During the maternity, paternity and parental leave, the employee is entitled, provided that she/he is normally entitled to them and that she/he pays her/his share of the premiums or contributions, to the following benefits:

- salary insurance;
- life insurance;
- supplementary life insurance;
- health insurance;
- pension plan;
- dental and vision care insurance;
- accumulation of vacation for the duration of the maternity or paternity leave and, in the case of an adoption, for the first seventeen (17) weeks of the parental leave;
- accumulation of seniority;
- accumulation of experience;
- the right to apply for a posted position and to obtain it in accordance with the provisions of the collective agreement as if the employee were at work.

16.25 The University pays its share of the collective insurance premiums or its share of pension plan contributions for a maximum of seventy (70) weeks. Thereafter, an employee who wishes to continue to participate to those benefit plans, insofar as the plans allow it, must pay the totality of the premiums or contributions.

16.26 Upon her/his return, the employee reintegrates her/his position or the position obtained by posting during her/his leave. In the event that the position has been abolished, or if she/he has been displaced due to the application of article 4, the employee can avail her/himself, upon her/his return to work, of all the rights and privileges provided in the collective agreement.

The employee covered by clause 16.07 b) can also benefit from the short-term disability leave or from the long term disability plan, as appropriate.

16.27 a) During a part-time leave with or without pay of more than twelve (12) weeks, an employee retains her/his eligibility to the benefits provided in articles 15 if she/he becomes disabled or unable to return to work due to a sickness or an injury other than a work related injury, after submitting a written request to end her/his leave with or without pay as provided in clause 21.

b) In the cases provided in paragraph a), the employee must submit a medical certificate to the University attesting the date of onset of her/his disability, her/his inability to come back to work and the expected date of return to work and of the end of her/his disability. The University reserves the right to have the employee examined by another doctor.

16.28 The employee can take her/his deferred annual vacation immediately before her/his parental leave, as long as there is no discontinuity with her maternity leave or his parental leave, whichever the case.

For purpose of this paragraph, all leaves accumulated pursuant to article 13 before the maternity or paternity leave are added to the deferred annual vacation.

## **ARTICLE 17 INTER-CAMPUS TRANSFERS**

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17.01 Employees may be transferred from one campus to another.

17.02 No member of the bargaining unit shall be laid off, demoted or have his rate of pay reduced following a transfer of employees from the other campus to the Loyola Campus.

## **ARTICLE 18 TEMPORARY ASSIGNMENTS**

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18.01 Temporary assignment outside the Loyola Campus

If the University temporarily assigns an employee to a location that is not on the Loyola Campus, the employee shall normally begin and end his work day at his temporary workplace, and his regular hours of work shall be based on the requirements of the assignment. All provisions of this collective agreement, except those related to hours of work, shall apply to the employee.

18.02 Temporary assignment to a position with a higher or lower classification

18.02.1 When an employee is temporarily assigned to a position with a higher classification, the employee shall receive a premium equal to the pay rate of that classification during that period.

18.02.2 An employee temporarily assigned to a position with a lower classification shall suffer no loss of salary.

## **ARTICLE 19 TOOLS**

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19.01 The University shall supply the tools necessary for an employee's employment. Damaged tools that are handed in shall be replaced. Lost tools are replaced at the immediate supervisor's discretion.

19.02 The University shall pay the employee the cost of any clearance card, permit or certificate required by his employment.

## **ARTICLE 20 SALARIES**

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20.01 a) Salary increases:

On January 1<sup>st</sup>, 2018: the salary scale shall be increased by 2%

On June 1<sup>st</sup>, 2018: the salary scale shall be increased by 3.5% + 0.27%

On June 1<sup>st</sup>, 2019: the salary scale shall be increased by 2.4%

On June 1<sup>st</sup>, 2020: the salary scale shall be increased by 2.6%

## **ARTICLE 21 LEAVE WITHOUT PAY AND DEFERRED SALARY LEAVE**

- 21.01 The University shall grant leave without pay for a period determined amicably between both parties, provided there is a valid reason for the leave and it is in the mutual interest of the employee and the University.
- 21.02 The approval of a request for leave without pay is subject to the concerned department's ability to accommodate the employee's absence, but the department shall not unreasonably withhold such approval.
- 21.03 The duration of leave without pay is not normally to exceed twelve (12) months.
- 21.04 An employee who, without authorization, uses leave without pay for purposes other than those for which it was granted, shall be considered to have resigned on the date that the leave began.
- 21.05 Upon the expiration of an employee's leave without pay, the University shall reinstate the employee, with all his rights, to the position that he held prior to the leave, or, if the original position has been abolished, to an equivalent position.
- 21.06 An employee on leave without pay must make the University and employee contributions to the benefit plans in which he wishes to remain enrolled.
- 21.07 Terms and conditions of application
- 21.07.1 Employees must submit a written request for leave without pay six (6) months before the leave is to commence. An employee may derogate from this notice period in an emergency, but must always submit his request as soon as possible.
- 21.07.2 The employee's request must state:
- (i) the specific reasons for the leave; and
  - (ii) the desired duration of the leave.
- 21.07.3 Approval of requests for leave must be made in writing and state the date on which the leave begins and the anticipated date of its expiration.
- 21.08 Deferred salary leave
- 21.08.1 Deferred salary leave is intended to enable employees to benefit from leave with pay. The parties consider deferred salary leave beneficial for employees and the University.

- 21.08.2 Requests for a deferred salary leave shall be subject to the ability of the concerned department to accommodate the leave, but such leave shall only be refused in exceptional circumstances.
- 21.08.3 Deferred salary leave shall be for no less than six (6) consecutive months and shall not exceed twelve (12) consecutive months. Employees who benefit from deferred salary leave must return for work for a period equal to that of the leave.
- 21.08.4 An employee may apply in writing to participate in the Deferred Salary Leave Plan (DSLPL) to his immediate supervisor, with a copy to the Employee Relations Office, at least three (3) months prior to the date on which the employee wishes to commence participation.
- 21.08.5 Approval or refusal of a deferred salary leave shall be given by the immediate supervisor, with a copy to the Employee Relations Office, within five (5) weeks of the date that the application was received. If the University refuses to grant such a leave, it will provide the reasons for its refusal to the employee, with a copy to the Union.
- 21.08.6 An employee's participation in the DSLPL is subject to the signing of a contract as set out in Appendix F.
- 21.08.7 The contract must be signed by the employee and returned to the Employee Relations Office four (4) weeks before the commencement of the deferral period.
- 21.08.8 The Employee Relations Office shall return a signed copy of the contract to the immediate supervisor concerned.
- 21.08.9 Upon signing the contract, the employee becomes a participating employee. If the employee does not sign the contract, he shall be deemed to have withdrawn his application to participate in the Deferred Salary Leave Plan.
- 21.08.10 The duration of the leave and the percentage of salary paid while participating in the plan (contract) shall be one of the following options:

Duration of leave	Duration of 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%

## **ARTICLE 22 STRIKES AND LOCK-OUTS**

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- 22.01 No employee shall participate in any strike, sit-in, slowdown or work stoppage while this agreement is in force, and the University shall not order any lock-out while this agreement is in force. Likewise, neither the Union, nor any Union officer or other Union representative, shall directly or indirectly authorize, help, encourage or in any way participate in a strike, sit-in, slowdown or work stoppage during the life of this collective agreement.

## **ARTICLE 23 DURATION OF AGREEMENT**

---

- 23.01 This collective agreement shall come into force at the time of its signature and shall remain in force until May 31, 2021. It shall have no retroactive effect, except to the extent expressly provided.
- 23.02 Notwithstanding the preceding clause, this collective labour agreement shall remain in force until a new collective labour agreement is signed or one of the parties has exercised the rights provided for in section 58 of the *Labour Code* (Quebec).

### **Retroactivity**

- 23.03 The salary increases are paid retroactively for all hours paid to the employees in the employment of the University at the time of signature of the collective agreement, as well as to those employees having retired between January 1<sup>st</sup>, 2018 and the date of signature of the collective agreement.
- 23.04 The retroactivity amounts shall be paid within thirty (30) working days following the signature of the collective agreement.
- 23.05 Pension payments for employees having retired between January 1<sup>st</sup>, 2018 and the date of signature of the collective agreement are recalculated to include the salary increases described above.

Any employee having voluntarily left the University between January 1<sup>st</sup>, 2018 and the date of signature is eligible to retroactive payment upon written request addressed to the Human Resources Department within ninety (90) days of the signature of the collective agreement.

**ARTICLE 24 PREMIUMS**

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24.01 Shift premiums

The shift premiums specified in the present clause apply during temporary replacements.

Premium	January 1, 2018	June 1, 2018	June 1, 2019	June 1, 2020
Evening premium (applicable between 14h30 and 23h00)	0.83\$ / hour	0.86\$ /hour	0.88\$ /hour	0.90\$ /hour
Night premium (applicable between 23h00 and 7h00)	1.22\$ /hour	1.27\$ /hour	1.30\$ /hour	1.33\$ /hour

For weekend replacements, the employee shall receive the difference between the regular rate and the weekend rate.

An employee shall not be eligible for such a premium if the employee is being paid the overtime rate.

24.02 Employees designated as group leader shall receive the following premium:

January 1, 2018	June 1, 2018	June 1, 2019	June 1, 2020
2.14\$ l'heure	2.22\$ l'heure	2.27\$ l'heure	2.33\$ l'heure

24.03 A premium of seven dollars and fifty cents (\$7.50) per week shall be paid to all employees for uniform cleaning.

24.04 The premiums provided for in articles 24.02 and 24.03 shall be adjusted annually according to percentage increase awarded for salaries.

**ARTICLE 25 UNIFORMS**

---

25.01 At the time of hiring, the University shall provide each employee a set of five (5) new shirts and five (5) new pairs of pants. Between May 15 and August 15 of each year, the shirts and pants shall be replaced as needed, upon presentation of the unusable garment, up to a maximum of six (6) garments (shirts or pants) per year. Employees shall be responsible for cleaning their work clothes.

25.02 The University shall ensure that equipment and workplaces conform to the *Act respecting occupational health and safety*.



- 25.03 Gloves, coveralls, safety goggles, winter coats, spring coats, raincoats, vests and belts shall be supplied as needed to all employees.
- 25.04 Should special protective devices or other items be required by law for the protection of employees, the University shall supply the said devices or items to each employee. If an employee requires orthopedic boots for medical reasons, the University shall provide the employee with such such boots as needed.
- 25.05 The University shall take account of all recommendations made by the health and safety committee of Facilities Management.
- 25.06 Each year, the University shall provide one pair of safety boots or shoes, according to occupation requirements, which must be worn during working hours. The boots or shoes are given to the employees between May 15 and August 15 of each year. The model and maximum price paid by the University shall be established each year by the health and safety committee of Facilities Management based on the requirements of the position. The University shall provide one pair of rubbers that can be worn over the supplied safety boots.

**ARTICLE 26 RETIREMENT**

---

26.01 An employee is entitled to the University’s full pension as of the first day of the month coinciding with or immediately following the employee’s sixty-fifth (65th) birthday.

26.02 Early retirement

26.02.1 Notwithstanding the provisions contained in clause 26.01, an employee aged fifty-five (55) or more is eligible to take early retirement as of the first of the month which coincides with his date of birth or of the month which follows it, subject to an advance notice of at least three (3) months.

26.02.2 In addition to his early retirement benefits, an employee who has completed fifteen (15) years of service is eligible to receive a lump sum calculated according to his age at the date of his anticipated departure on early retirement. The amount is determined as follows:

Äge	% of annual base salary
64	20%
63	40%
62	60%
61	80%
55 to 60 inclusive	100%

26.02.3 Requests refused in a given year shall be granted in the following fiscal year.

26.02.4 If the requests for early retirement exceed the amount of \$100,000 in lump sums for a given fiscal year, the University reserves the right to grant requests based on seniority amongst the candidates and to refuse requests exceeding that amount.

26.03 Retiree benefits for employees who were working for the University at the time of retirement:

1. Health Plan;
2. University library privileges;
3. Access to Health Services and sports facilities, in accordance with current University practices;
4. Tuition waivers in accordance with the University's policy.

## **ARTICLE 27 TEMPORARY EMPLOYEES**

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27.01 This agreement applies as follows to temporary employees:

### **PREAMBLE**

The entire preamble applies.

### **ARTICLE 1 RECOGNITION**

The entire article applies.

### **ARTICLE 2 UNION SECURITY**

The entire article applies.

### **ARTICLE 3 MANAGEMENT RIGHTS**

The entire article applies.

### **ARTICLE 4 EMPLOYMENT SECURITY**

The article does not apply.

### **ARTICLE 5 PROFESSIONAL AND UNION BUSINESS**

The entire article applies.

### **ARTICLE 6 SENIORITY**

Only clause 6.01(b) applies.

Temporary employees shall be subject to a probationary period of sixty (60) days worked.

### **ARTICLE 7 JOB POSTING**

Applies with the exception of clause 7.04(b).

### **ARTICLE 8 GRIEVANCE PROCEDURE**

A temporary employee may avail himself of the provisions of this article except upon layoff or dismissal.

### **ARTICLE 9 WORK SCHEDULES**

The entire article applies.

Schedules are established by the University. A temporary employee hired to replace a permanent employee will normally work the hours of the person being replaced.

### **ARTICLE 10 OVERTIME**

The entire article applies

### **ARTICLE 11 PAID HOLIDAYS**

The article applies except that the employee shall be paid for any paid holiday that falls within the period for which the employee was hired.

## ARTICLE 12 VACATION

Upon departing, a temporary employee shall receive the vacation pay to which he is entitled. The vacation pay is eight percent (8%).

A temporary employee may take vacations as agreed in advance with the immediate supervisor.

The vacations shall be calculated as follows: one and two-thirds (1 2/3) day for each month worked, up to a maximum of twenty (20) working days.

## ARTICLE 13 SPECIAL LEAVES

Does not apply, except for clauses 13.02, 13.04 and 13.05.

## ARTICLE 14 DISMISSAL AND OTHER DISCIPLINARY MEASURES

Does not apply.

## ARTICLE 15 SICK LEAVE, WORK ACCIDENTS, INSURANCE AND RETIREMENT

### Sick leave

Temporary employees shall be protected by a salary insurance program. The purpose of the program is to compensate for the loss of earnings of temporary employees who are unable to perform their normal work because of an illness or an accident other than an occupational injury.

The cost of the program shall be shared equally by the temporary employee and the University. A temporary employee who is disabled due to an illness or accident at any time when his contract is in effect shall be entitled to paid sick leave for a period of up to one (1) month, paid at the equivalent rate that the employee would have earned had he remained at work.

Temporary employees on paid sick leave may be required to provide a medical certificate confirming that they are unable to work.

If the disability continues for more than one (1) month, the temporary employee shall be protected by the provisions of the salary insurance program. Salary insurance payments shall be sixty-six and two-thirds percent (66 2/3%) of the rate that the temporary employee would have earned if he had remained at work.

Salary insurance payments shall be made for the duration of the contract in effect at the moment the disability occurred, or until the temporary employee returns to work, whichever comes first. The University shall deduct from each pay, in equal amounts, the temporary employee's share of the salary insurance premium. The salary insurance program applies provided the disability begins no earlier than the effective date of the temporary employee's contract.

A temporary employee absent due to an illness or accident shall notify the department or unit head, or, in their absence, their designated replacement.

Group insurance and pension plan

Temporary employees are entitled to participate in the pension plan in accordance with the *Act respecting supplemental pension plans* and the regulations thereunder.

Temporary employees are not entitled to participate in the group insurance plans.

ARTICLE 16 PARENTAL LEAVE

Does not apply.

ARTICLE 17 INTER-CAMPUS TRANSFERS

Does not apply.

ARTICLE 18 TEMPORARY ASSIGNMENTS

The entire article applies.

ARTICLE 19 TOOLS

The entire article applies.

ARTICLE 20 SALARIES

The entire article applies

ARTICLE 21 LEAVE WITHOUT PAY AND DEFERRED SALARY LEAVE

Does not apply.

ARTICLE 22 STRIKES AND LOCKOUTS

The entire article applies.

ARTICLE 23 DURATION OF AGREEMENT

The entire article applies.

ARTICLE 24 PREMIUMS

The entire article applies.

ARTICLE 25 UNIFORMS

Applies only after 30 working days.

ARTICLE 26 RETIREMENT

Does not apply.

ARTICLE 27 TEMPORARY EMPLOYEES

The entire article applies.

APPENDICES

All appendices, except Appendix F, apply.

## **ARTICLE 28 TRAINING**

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- 28.01 In the event that new work methods are introduced or of a change in equipment, the employer shall provide training to its employees so that they may perform their duties.
- 28.02 The University shall reimburse the costs related to the issuance or renewal of permits and certificates of qualification required by the University.

## **ARTICLE 29 DISCRIMINATION AND HARASSMENT**

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The University and the Union recognize that all employees have the right to work in a environment that is free from harassment.

- 29.01 Harassment is defined as any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affects an employee's dignity or psychological or physical integrity and that results in a harmful work environment for the employee.

A single, serious incidence of such behavior may constitute harassment if it has the same consequences and if it produces a lasting harmful effect on the member.

- 29.02 The University must take reasonable action to prevent psychological harassment and, whenever such behaviour is brought to its attention, to put a stop to it.

- 29.03 Whenever an employee has reason to believe that he/she is a victim of harassment, he is strongly encouraged to consult the University's Advisor on Rights and Responsibilities without delay, in an attempt to resolve the situation informally, in accordance with the provisions of the Code of Rights and Responsibilities of the University. Consulting the University's Advisor on Rights and Responsibilities does not constitute a formal procedure and the University is not deemed to be informed of the complaint until the complaint has been lodged in writing as per the provisions of article 29.04.

- 29.04 If the complaint is not resolved according to the provisions of article 29.03, the employee who wishes to pursue his complaint must lodge said complaint in writing to his/her immediate supervisor or, if the complaint is directed at the supervisor, to the latter's supervisor, within ninety (90) days of the last incidence that is the subject of the complaint, indicating the incidence or incidences that gave rise to the complaint. The employee simultaneously sends a copy of the complaint to the Union and to the Human Resources Department (Employee and Labour Relations unit).

- 29.05 The person to whom the complaint is submitted meets with the employee who has lodged the complaint within ten (10) days of the date that it was submitted. The person to whom the complaint is submitted can be accompanied by a representative from the Employee and Labour Relations unit and the employee who lodged the complaint may, if he so wishes, be accompanied by the principle delegate or, in his absence, a shop delegate.
- 29.06 The person to whom the complaint is submitted meets with the person being complained against within seven (7) days following his meeting with the employee who lodged the complaint and may, if he/she deems appropriate to do so, meet with any witness cited by the person who lodged the complaint or by the person being complained against.
- 29.07 The person to whom the complaint is submitted renders a decision in writing within twenty (20) days following her/his meeting with the employee who lodged the complaint. A copy of this decision is sent to the Union.
- 29.08 If the employee who lodged the complaint is dissatisfied with the aforementioned decision, the Union may, despite the grievance procedure provided for in article 8 of the present collective agreement, refer the case directly to arbitration, within fifteen (15) working days following the decision, by following the the procedure provided for in the present collective agreement.
- 29.09 If the complaint is directed against another member of the bargaining unit, the delay for the application of a disciplinary measure, if appropriate, is calculated as of the date that the decision was rendered as per the provisions of article 29.07.
- 29.10 The delays provided for in the present article are mandatory, however these can be extended by written agreement between the University and the Union.

### **Discrimination**

- a) The University and the Union agree that there will be no discrimination against any employee on the basis of any of the following reasons: age, health, background (psychological or physical), social condition, marital status, family ties and alliances, mother tongue, nationality, marital status of his/her parents, physical appearance, handicap, political convictions, race, religion or absence of religion, gender, sexual preference, or for exercising any right conferred by the collective agreement or by Law.
- b) Hiring practices, job postings and employment files used by the University will reflect this position.

- c) An unjust preference or distinction based on one or several of the criteria enumerated in article 29.11 a), constitutes discrimination under the present article.




**SIGNATURE**


In witness whereof, the parties have signed at Montréal, this 4<sup>th</sup> day of December 2019.


**For the University:**

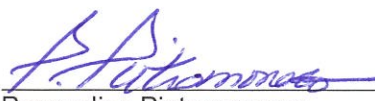
  
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Graham Carr  
Interim President and Vice-Chancellor

  
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Roger Côté  
Vice-President, Services

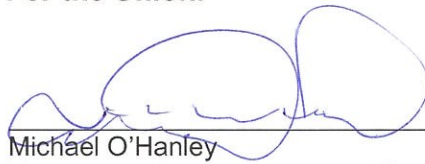
  
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Marie-Claude Lavoie  
Associate Vice-President, Facilities  
Management

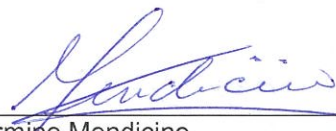
  
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Carolina Willsher  
Associate Vice-President, Human Resources


  
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Sonia Coutu  
Executive Director, Employee and Labour  
Relations, Human Resources


  
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Pasqualino Pietromonaco  
Senior Director, Property Management,  
Facilities Management

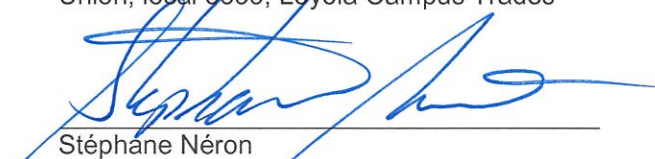
**For the Union:**

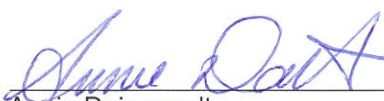
  
\_\_\_\_\_  
Michael O'Hanley  
Negotiation Committee, United Steelworkers  
Union, local 9599, Loyola Campus Trades

  
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Carmine Mendicino  
Negotiation Committee, United Steelworkers  
Union, local 9599, Loyola Campus Trades

  
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Gabriel Girard  
Negotiation Committee, United Steelworkers  
Union, local 9599, Loyola Campus Trades

  
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Pasquale Tafuto  
Negotiation Committee, United Steelworkers  
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\_\_\_\_\_  
Stéphane Néron  
Representative, United Steelworkers Union  
(FTQ)

  
\_\_\_\_\_  
Annie Daigneault  
Union business agent  
United Steelworkers Union, local 1976



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Anne Waymann  
Strategic Consultant, Special Projects  
Facilities Management



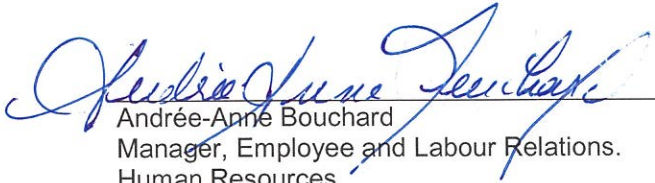
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Gerry Barrette  
Manager, Property Operations  
Facilities Management (Loyola Campus)



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Marc Champagne  
Manager, Custodial Services  
Facilities Management



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Andrée-Anne Bouchard  
Manager, Employee and Labour Relations.  
Human Resources



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Stephanie Rowe  
Advisor, Employee and Labour Relations  
Human Resources

## APPENDIX A CLASSIFICATIONS AND HOURLY RATES

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January 1, 2018 to May 31, 2021

CLASSIFICATION	January 1, 2018 2%				June 1, 2018 3.5% + 0.27%				June 1, 2019 2.4%				June 1, 2020 2.6%			
	Day	Evening	Night	Weekend	Day	Evening	Night	Weekend	Day	Evening	Night	Weekend	Day	Evening	Night	Weekend
Aide	\$ 23.08	\$23.91	\$24.30	\$26.54	\$ 23.95	\$24.81	\$25.22	\$27.54	\$ 24.52	\$25.40	\$25.82	\$28.20	\$ 25.16	\$26.06	\$26.49	\$28.93
Préposé à l'entretien des terrains	\$ 23.90	\$24.73	\$25.12	\$27.49	\$ 24.81	\$25.67	\$26.08	\$28.53	\$ 25.41	\$26.29	\$26.71	\$29.22	\$ 26.07	\$26.97	\$27.40	\$29.98
Préposé à l'entretien des immeubles	\$ 23.90	\$24.73	\$25.12	\$27.49	\$ 24.81	\$25.67	\$26.08	\$28.53	\$ 25.41	\$26.29	\$26.71	\$29.22	\$ 26.07	\$26.97	\$27.40	\$29.98
Coordonateur, logistique des transports	\$ 27.93	\$28.76	\$29.15	\$32.12	\$ 28.99	\$29.85	\$30.26	\$33.34	\$ 29.69	\$30.57	\$30.99	\$34.14	\$ 30.46	\$31.36	\$31.79	\$35.03
Serrurier	\$ 25.39	\$26.22	\$26.61	\$29.20	\$ 26.35	\$27.21	\$27.62	\$30.30	\$ 26.98	\$27.86	\$28.28	\$31.03	\$ 27.68	\$28.58	\$29.01	\$31.83
Maitre serrurier	\$ 27.11	\$27.94	\$28.33	\$31.18	\$ 28.14	\$29.00	\$29.41	\$32.36	\$ 28.82	\$29.70	\$30.12	\$33.14	\$ 29.57	\$30.47	\$30.90	\$34.01
Menuisier	\$ 25.39	\$26.22	\$26.61	\$29.20	\$ 26.35	\$27.21	\$27.62	\$30.30	\$ 26.98	\$27.86	\$28.28	\$31.03	\$ 27.68	\$28.58	\$29.01	\$31.83
Menuisier Apprenti 3	\$ 22.84	\$23.67	\$24.06	\$26.27	\$ 23.70	\$24.56	\$24.97	\$27.26	\$ 24.27	\$25.15	\$25.57	\$27.91	\$ 24.90	\$25.80	\$26.23	\$28.64
Menuisier Apprenti 2	\$ 20.34	\$21.17	\$21.56	\$23.39	\$ 21.11	\$21.97	\$22.38	\$24.28	\$ 21.62	\$22.50	\$22.92	\$24.86	\$ 22.18	\$23.08	\$23.51	\$25.51
Menuisier Apprenti 1	\$ 17.80	\$18.63	\$19.02	\$20.47	\$ 18.47	\$19.33	\$19.74	\$21.24	\$ 18.91	\$19.79	\$20.21	\$21.75	\$ 19.40	\$20.30	\$20.73	\$22.31
Electricien	\$ 27.94	\$28.77	\$29.16	\$32.13	\$ 29.00	\$29.86	\$30.27	\$33.35	\$ 29.70	\$30.58	\$31.00	\$34.16	\$ 30.47	\$31.37	\$31.80	\$35.04
Electricien Apprenti 4	\$ 25.18	\$26.01	\$26.40	\$28.96	\$ 26.13	\$26.99	\$27.40	\$30.05	\$ 26.76	\$27.64	\$28.06	\$30.77	\$ 27.46	\$28.36	\$28.79	\$31.58
Electricien Apprenti 3	\$ 22.39	\$23.22	\$23.61	\$25.75	\$ 23.23	\$24.09	\$24.50	\$26.71	\$ 23.79	\$24.67	\$25.09	\$27.36	\$ 24.41	\$25.31	\$25.74	\$28.07
Electricien Apprenti 2	\$ 19.59	\$20.42	\$20.81	\$22.53	\$ 20.33	\$21.19	\$21.60	\$23.38	\$ 20.82	\$21.70	\$22.12	\$23.94	\$ 21.36	\$22.26	\$22.69	\$24.56
Electricien Apprenti 1	\$ 16.84	\$17.67	\$18.06	\$19.37	\$ 17.48	\$18.34	\$18.75	\$20.10	\$ 17.90	\$18.78	\$19.20	\$20.59	\$ 18.37	\$19.27	\$19.70	\$21.13
Plombier	\$ 27.94	\$28.77	\$29.16	\$32.13	\$ 29.00	\$29.86	\$30.27	\$33.35	\$ 29.70	\$30.58	\$31.00	\$34.16	\$ 30.47	\$31.37	\$31.80	\$35.04
Plombier Apprenti 4	\$ 25.18	\$26.01	\$26.40	\$28.96	\$ 26.13	\$26.99	\$27.40	\$30.05	\$ 26.76	\$27.64	\$28.06	\$30.77	\$ 27.46	\$28.36	\$28.79	\$31.58

Plombier Apprenti 3	\$ 22.39	\$23.22	\$23.61	\$25.75	\$ 23.23	\$24.09	\$24.50	\$26.71	\$ 23.79	\$24.67	\$25.09	\$27.36	\$ 24.41	\$25.31	\$25.74	\$28.07
Plombier Apprenti 2	\$ 19.59	\$20.42	\$20.81	\$22.53	\$ 20.33	\$21.19	\$21.60	\$23.38	\$ 20.82	\$21.70	\$22.12	\$23.94	\$ 21.36	\$22.26	\$22.69	\$24.56
Plombier Apprenti 1	\$ 16.84	\$17.67	\$18.06	\$19.37	\$ 17.48	\$18.34	\$18.75	\$20.10	\$ 17.90	\$18.78	\$19.20	\$20.59	\$ 18.37	\$19.27	\$19.70	\$21.13
Mécanicien en réfrigération	\$ 27.94	\$28.77	\$29.16	\$32.13	\$ 29.00	\$29.86	\$30.27	\$33.35	\$ 29.70	\$30.58	\$31.00	\$34.16	\$ 30.47	\$31.37	\$31.80	\$35.04
Mécanicien en réfrigération Apprenti 4	\$ 25.18	\$26.01	\$26.40	\$28.96	\$ 26.13	\$26.99	\$27.40	\$30.05	\$ 26.76	\$27.64	\$28.06	\$30.77	\$ 27.46	\$28.36	\$28.79	\$31.58
Mécanicien en réfrigération Apprenti 3	\$ 22.39	\$23.22	\$23.61	\$25.75	\$ 23.23	\$24.09	\$24.50	\$26.71	\$ 23.79	\$24.67	\$25.09	\$27.36	\$ 24.41	\$25.31	\$25.74	\$28.07
Mécanicien en réfrigération Apprenti 2	\$ 19.59	\$20.42	\$20.81	\$22.53	\$ 20.33	\$21.19	\$21.60	\$23.38	\$ 20.82	\$21.70	\$22.12	\$23.94	\$ 21.36	\$22.26	\$22.69	\$24.56
Mécanicien en réfrigération Apprenti 1	\$ 16.84	\$17.67	\$18.06	\$19.37	\$ 17.48	\$18.34	\$18.75	\$20.10	\$ 17.90	\$18.78	\$19.20	\$20.59	\$ 18.37	\$19.27	\$19.70	\$21.13

Salary rate – positions with weekend shifts:

The rate displayed applies to all hours worked during the weekend shift (this shift includes the Saturday and the Sunday and is spread out over 5 days of 7.75 hours).

## **APPENDIX B PARKING COSTS**

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Upon presentation of the receipt, the University shall reimburse the parking fees incurred by an employee when he is required to work in an area other than that of his regular assignment.

## **APPENDIX C SUMMER SCHEDULE**

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- a) Each year, for a period of ten (10) weeks from mid-June to mid-August (exact dates to be posted by the Human Resources Department), the regular work week shall be reduced by three (3) hours without reduction in pay.
  
- b) Where an employee is absent during the summer schedule period, he cannot bank the hours of leave to which he would have been entitled had he been at work, except in the following case:
  - For the employee who has accumulated ten (10) years or more of seniority, the summer hours can be banked if they coincide with a vacation day. The accumulated hours must be used prior to September 15<sup>th</sup> of the same year, at a time agreed upon by the immediate supervisor and the employee.

## **APPENDIX D UNION BUSINESS**

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1. The University shall make the following available to the Union:

- (i) a room;
- (ii) a telephone and telephone line;
- (iii) access to a computer with Internet service;
- (iv) a filing cabinet and desk;
- (v) a microwave oven;
- (vi) an air conditioner, if needed;
- (vii) a residential-type printer/scanner/photocopier (ink cartridges are at the Union's expense).

## **APPENDIX E AFTERNOON BREAK**

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Notwithstanding clause 9.08, the past practice with regard to the taking of the afternoon break is maintained.



## APPENDIX F DEFERRED SALARY LEAVE CONTRACT

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### 1. DEFINITIONS

- 1.01 “**deferral period**” means a period of no more than four (4) consecutive years during which an eligible employee is participating in the plan and is not on leave.
- 1.02 “**deferred salary**” means the percentage of the annual earnings that the participant has agreed with the University to save during each year of the deferral period.
- 1.03 “**DSL**” means this Deferred Salary Leave Plan, including any changes, amendments and modifications thereto.
- 1.04 “**earnings**” means the gross annual compensation or salary that a participant receives from the University in the course of a year of plan participation, before any withholdings (income tax, Employment Insurance, pension plans and benefits).
- 1.05 “**eligible employee**” means any employee subject to the provisions of this collective agreement.
- 1.06 “**Fund**” means the trust fund, established pursuant to an agreement with the Trustee, to which deferred salary is paid by the University and from which payments are made to participants in accordance with the terms of the DSLP.
- 1.07 “**leave**” means the year of plan participation, following the deferral period, and during which a participant is on a leave of absence authorized by the University.
- 1.08 “**participant**” means an eligible employee whose application for participation in the DSLP has been granted.
- 1.09 A “**plan year**” or “**year of plan participation**” is a period of twelve (12) months.
- 1.10 “**Trustee**” means a trust company incorporated under the laws of Canada or a province.

In this contract, the singular may include the plural and the plural may include the singular.

### 2. DEFERRED SALARY

- 2.01 Throughout the plan years preceding the leave, the University shall deduct the deferred salary from the participant’s earnings and entrust it to the Trustee, which manages the Fund. This withholding is pro-rated over the periodic payments of earnings made to the employee during the entire deferral period. In no case is the deferred salary to exceed 33 1/3% of the earnings. The amount achieved by multiplying the deferral period by the percentage withheld is not to exceed 100%.
- 2.02 The Trustee shall establish, and maintain on its books for the Fund, a separate account for each participant. The Trustee shall hold the deferred salary received,

and invest same, in accordance with the provisions of the Trust Agreement. Investments are made at the Trustee's place of business (type of investment) and bear interest at the prevailing rate for accounts of this type.

2.03 Before the end of each calendar year, the Trustee shall pay the participating employee the interest earned on the total amount of deferred salary which the Trustee is holding in the Fund for the employee.

2.04 The Trustee shall remit an annual statement to each participating employee, setting out the total deferred salary that the Trustee is holding in the corresponding trust account and the interest earned and payments drawn from that account.

### **3. INCOME TAX**

3.01 The University shall make the required deductions from the participant's earnings during the deferral period. The deductions shall be computed based on the earnings for the applicable calendar year, less the deferred salary for that calendar year.

3.02 The amounts paid to the participant during the leave are taxable and subject to prescribed withholdings as though they were part of the participant's earnings for the calendar year in question.

### **4. WITHDRAWAL**

4.01 A participant who, during his participation in the DSLP,

- a. ceases to be employed by the University;
- b. is not working by reason of a maternity leave extension, a work accident, a long-term disability or another authorized leave; or
- c. retires or dies,
- d. is deemed to have withdrawn from the DSLP upon cessation of employment or upon retirement, the taking of leave, or death.

4.02 Participants may withdraw from the DSLP at any time during the deferral period upon submission of one month's notice in writing to the University.

4.03 Following a withdrawal pursuant to clause 4.01 or 4.02, the participant, or his estate, shall receive the aggregate deferred salary plus any accrued interest in his trust account within 30 days of the withdrawal, or the receipt of the notice of withdrawal, as the case may be. This amount is subject to tax deductions.

## **5. POSTPONEMENT OF LEAVE**

- 5.01 The University may, when needed, require a participant to postpone his agreed upon date of departure on leave. If so, the University must notify the participant in writing no less than six (6) months in advance, stating the reasons for its demand. The University shall not require a participant to postpone his leave without a valid reason. In addition, the University must reimburse the participant for any non-refundable deposit made toward enrolment in an educational institution. In support of his request for reimbursement, the participant must provide the University with the official receipts from the educational institution.
- 5.02 A participant may ask the University to postpone his deferred salary leave. The University must receive such a request at least six (6) months before the date on which the leave is anticipated to begin. The University may accept a request made on shorter notice at its discretion.
- 5.03 If maternity leave is taken during the deferred leave period, participation in the plan is suspended for a maximum of twenty (20) weeks.

**DEFERRED SALARY LEAVE PLAN**

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Between                    Concordia University  
                                  (hereinafter "the University")

And                         Mr./Ms. \_\_\_\_\_  
                                  (hereinafter "the Employee")

---

**DURATION OF CONTRACT**

A. This contract comes into force on \_\_\_\_\_ and expires on \_\_\_\_\_.

B. The duration of the leave is \_\_\_\_\_, commencing on \_\_\_\_\_

and ending on \_\_\_\_\_.

**SALARY**

C. During each of the years in question, the Employee shall receive \_\_\_\_\_% of his/her earnings.

**IN WITNESS WHEREOF**, the parties have signed at Montréal, in the province of Quebec, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
The University

\_\_\_\_\_  
The Employee

---

**LETTER OF AGREEMENT #1 – CCQ PREMIUM**

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**BETWEEN**                    **Concordia University**  
  
   Hereinafter “**the University**”

**AND**                            **The United Steelworker’s Union, local 9599, Loyola Campus Trades**  
  
   Hereinafter “**the Union**”

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**Considering**                the letter of agreement signed on September 16, 2013 with regard to the payment of an hourly premium of \$0.50 to the carpenters who hold a competency certificate issued by the CCQ;

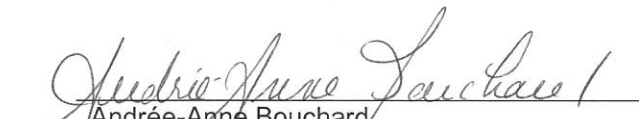
**Considering**                the Union’s demand that the “CCQ” premium be maintained for Mr. Victor Kowalenko;

**The parties have agreed to the following:**

- 1- Mr. Victor Kowalenko shall continue to receive the \$0.50 premium for all hours paid;
- 2- This premium will be paid for the duration of the present collective agreement, more precisely until May 31, 2021;


IN WITNESS WHEREOF, the parties have signed in Montreal on the 4 day of December 2019.

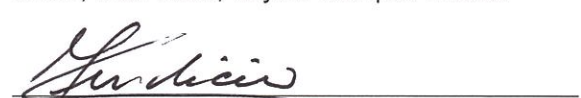
**For the University**

  
\_\_\_\_\_  
Andrée-Anne Bouchard  
Manager  
Employee and Labour Relations

  
\_\_\_\_\_  
Anne Waymann  
Strategic Consultant, Special Projects  
Facilities Management

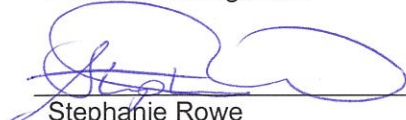
**For the Union**


  
\_\_\_\_\_  
Michael O'Hanley  
Negotiation Committee, United Steelworkers  
Union, local 9599, Loyola Campus Trades


  
\_\_\_\_\_  
Carmine Mendicino  
Negotiation Committee, United Steelworkers  
Union, local 9599, Loyola Campus Trades

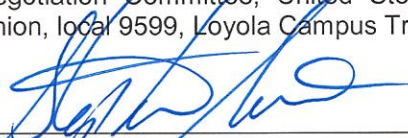
  
Gerry Barrette  
Manager, Property/Operations  
Facilities Management (Loyola Campus)

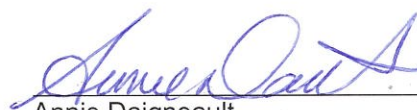
  
Marc Champagne  
Manager, Custodial Services  
Facilities Management

  
Stephanie Rowe  
Advisor  
Employee and Labour Relations

  
Gabriel Girard  
Negotiation Committee, United Steelworkers  
Union, local 9599, Loyola Campus Trades

  
Pasquale Tafuto  
Negotiation Committee, United Steelworkers  
Union, local 9599, Loyola Campus Trades

  
Stéphane Néron  
Representative and Chief Negotiator, United  
Steelworkers Union (FTQ)

  
Annie Daigneault  
Union business agent  
United Steelworkers Union, local 1976

**LETTER OF AGREEMENT #2 – POSTING OF VACANT POSITIONS**

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**BETWEEN**                    **Concordia University**  
Hereinafter “**the University**”

**AND**                         **The United Steelworker’s Union, local 9599, Loyola Campus Trades**  
Hereinafter “**the Union**”

---

Considering                 the six (6) vacant positions as at February 28, 2019;

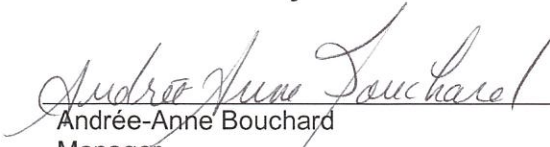
Considering                 the Union demands with regard to clause 1.02;

**The parties have agreed to the following:**

- 1- Within the following twelve (12) months, the six (6) vacant positions mentioned above shall be posted and filled provided that the candidates who apply to said positions meet the normal requirements of the posted positions and successfully pass the selection process;
- 2- The schedule indicated on the posting of each position shall be at the discretion of the University. For greater certainty, the University may choose to post a position with a day, evening, night or weekend shift;
- 3- The University reserves the right to post the vacant positions according to service needs and as such, may modify one job class for another;
- 4- Clause 1.02 remains unchanged.

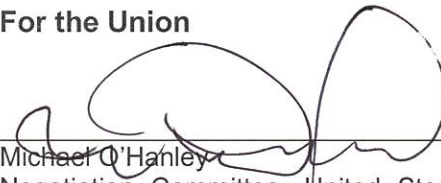
IN WITNESS WHEREOF, the parties have signed in Montreal, Quebec on the day of December 2019. 4

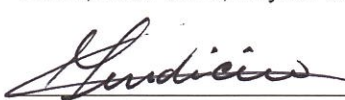
**For the University**

  
\_\_\_\_\_  
Andrée-Anne Bouchard  
Manager  
Employee and Labour Relations

  
\_\_\_\_\_  
Anne Waymann  
Strategic Consultant, Special Projects  
Facilities Management

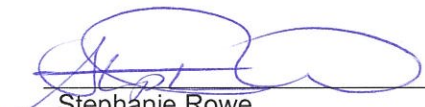
**For the Union**


  
\_\_\_\_\_  
Michael O'Hanley  
Negotiation Committee, United Steelworkers  
Union, local 9599, Loyola Campus Trades


  
\_\_\_\_\_  
Carmine Mendicino  
Negotiation Committee, United Steelworkers  
Union, local 9599, Loyola Campus Trades


  
Gerry Barrette  
Manager, Property Operations  
Facilities Management (Loyola Campus)

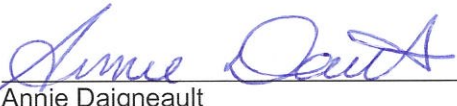
  
Marc Champagne  
Manager, Custodial Services  
Facilities Management

  
Stephanie Rowe  
Advisor  
Employee and Labour Relations

  
Gabriel Girard  
Negotiation Committee, United Steelworkers  
Union, local 9599 Loyola Campus Trades

  
Pasquale Tafuto  
Negotiation Committee, United Steelworkers  
Union, local 9599, Loyola Campus Trades

  
Stéphane Néron  
Representative and Chief Negotiator, United  
Steelworkers Union (FTQ)

  
Annie Daigneault  
Union business agent  
United Steelworkers Union, local 1976



**LETTER OF AGREEMENT #3 – PERSONAL LEAVE (ARTICLE 13.07)**

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**BETWEEN**

**Concordia University**

Hereinafter “**the University**”

**AND**

**The United Steelworker’s Union, local 9599, Loyola Campus Trades**

Hereinafter “**the Union**”

---

**Whereas**

clause 13.07 of the 2015-2018 collective agreement provides that all permanent full-time employees are entitled to a maximum of fifteen and a half (15.5) hours of leave, without loss of pay, for professional appointments and/or for personal reasons;

**Whereas**

clause 13.07 (2<sup>nd</sup> paragraph) of the 2015-2018 collective agreement provides that permanent part-time employees are entitled to such personal leave on a prorated basis;

**Whereas**

the Parties have agreed to settle, in an amicable manner, all matters arising from discussions pertaining to clause 13.07 during the negotiations for the renewal of the 2015-2018 collective agreement;

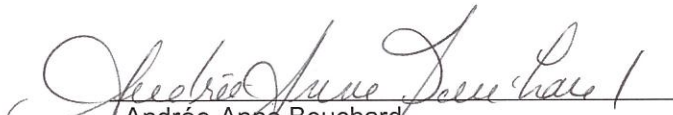
**The parties have agreed to the following:**

- 1- The preamble forms an integral part of the present letter of agreement;
- 2- As of June 1, 2021, clause 13.07 shall be modified as follows:
  - a) All permanent full-time employees are entitled to a maximum of twenty-three and a quarter (23.25) hours of leave without loss of salary for professional appointments, etc.
  - b) Permanent part-time employees are entitled to such personal leave pro-rated to hours worked.
  - c) This time is not to be used to extend vacations or any other leave referred to in this collective agreement, with the exception of bereavement leave.
  - d) Normally, the employee should notify the immediate superior of the need for such leave two (2) days in advance.
  - e) Personal leave does not accumulate from year to year (the year being calculated from June 1).

- f) Any time required beyond twenty-three and a quarter (23.25) hours shall be unpaid.
- 3- The present letter of agreement is made without admission of any kind and may not be used as a precedent by the Parties;
- 4- The present agreement is governed and must be interpreted in accordance with the laws of the Province of Quebec in effect, and constitutes a transaction pursuant to article 2631 and the following of the Civil Code of the Province of Quebec;
- 5- The Parties agree that the French version of the present letter of agreement is the official version;
- 6- The present letter of agreement shall come into effect on June 1, 2021.

IN WITNESS WHEREOF, the parties have signed in Montreal, Quebec on the 4 day of December 2019.

**For the University**


  
 Andrée-Anne Bouchard  
 Manager  
 Employee and Labour Relations


  
 Anne Waymann  
 Strategic Consultant, Special Projects  
 Facilities Management

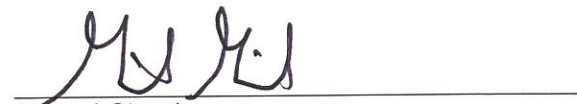
  
 Gerry Barrette  
 Manager, Property/Operations  
 Facilities Management (Loyola Campus)


  
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 Manager, Custodial Services  
 Facilities Management

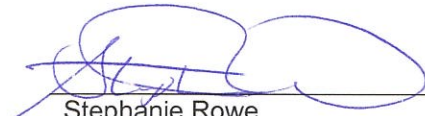
**For the Union**

  
 Michael O'Hanley  
 Negotiation Committee, United Steelworkers  
 Union, local 9599, Loyola Campus Trades

  
 Carmine Mendicino  
 Negotiation Committee, United Steelworkers  
 Union, local 9599, Loyola Campus Trades

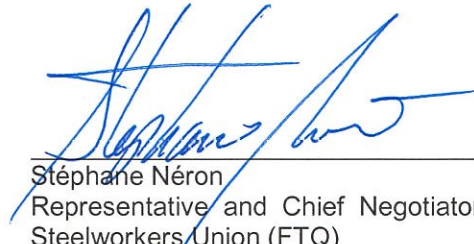
  
 Gabriel Girard  
 Negotiation Committee, United Steelworkers  
 Union, local 9599, Loyola Campus Trades

  
 Pasquale Tafuto  
 Negotiation Committee, United Steelworkers  
 Union, local 9599, Loyola Campus Trades



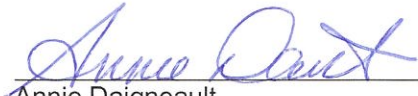
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Stephanie Rowe  
Advisor  
Employee and Labour Relations



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Stéphane Néron  
Representative and Chief Negotiator, United  
Steelworkers Union (FTQ)



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Annie Daigneault  
Union business agent  
United Steelworkers Union, local 1976