

# **COLLECTIVE AGREEMENT**

---

Between

**CONCORDIA UNIVERSITY**

And

**THE CANADIAN MARINE OFFICERS' UNION  
TRADES, SIR GEORGE WILLIAMS CAMPUS**

---

**In force from April 1, 2002, to May 31, 2008**

<b>TABLE OF CONTENTS</b>
--------------------------

<b><u>ARTICLE 1</u></b>	<b><u>PURPOSE OF THE AGREEMENT</u></b>	<b><u>3</u></b>
<b><u>ARTICLE 2</u></b>	<b><u>DEFINITIONS</u></b>	<b><u>3</u></b>
<b><u>ARTICLE 3</u></b>	<b><u>UNION RECOGNITION</u></b>	<b><u>3</u></b>
<b><u>ARTICLE 4</u></b>	<b><u>MANAGEMENT RIGHTS</u></b>	<b><u>4</u></b>
<b><u>ARTICLE 5</u></b>	<b><u>UNION MEMBERSHIP</u></b>	<b><u>4</u></b>
<b><u>ARTICLE 6</u></b>	<b><u>UNION REPRESENTATION</u></b>	<b><u>5</u></b>
<b><u>ARTICLE 7</u></b>	<b><u>GRIEVANCE AND ARBITRATION PROCEDURE</u></b>	<b><u>8</u></b>
<b><u>ARTICLE 8</u></b>	<b><u>DISCIPLINARY MEASURES AND PERSONAL FILES</u></b>	<b><u>10</u></b>
<b><u>ARTICLE 9</u></b>	<b><u>SENIORITY</u></b>	<b><u>11</u></b>
<b><u>ARTICLE 10</u></b>	<b><u>EMPLOYMENT SECURITY</u></b>	<b><u>12</u></b>
<b><u>ARTICLE 11</u></b>	<b><u>MOVEMENT OF PERSONNEL</u></b>	<b><u>13</u></b>
<b><u>ARTICLE 12</u></b>	<b><u>STATUTORY HOLIDAYS</u></b>	<b><u>16</u></b>
<b><u>ARTICLE 13</u></b>	<b><u>HOURS OF WORK</u></b>	<b><u>16</u></b>
<b><u>ARTICLE 14</u></b>	<b><u>OVERTIME</u></b>	<b><u>17</u></b>
<b><u>ARTICLE 15</u></b>	<b><u>VACATION</u></b>	<b><u>19</u></b>
<b><u>ARTICLE 16</u></b>	<b><u>WORK ACCIDENTS</u></b>	<b><u>22</u></b>
<b><u>ARTICLE 17</u></b>	<b><u>SICK LEAVE</u></b>	<b><u>23</u></b>
<b><u>ARTICLE 18</u></b>	<b><u>SOCIAL LEAVES</u></b>	<b><u>24</u></b>
<b><u>ARTICLE 19</u></b>	<b><u>LEAVE WITHOUT PAY</u></b>	<b><u>27</u></b>
<b><u>ARTICLE 20</u></b>	<b><u>DEFERRED SALARY LEAVE</u></b>	<b><u>28</u></b>
<b><u>ARTICLE 21</u></b>	<b><u>PARENTAL LEAVE</u></b>	<b><u>29</u></b>
<b><u>ARTICLE 22</u></b>	<b><u>UNIVERSITY CLOSINGS</u></b>	<b><u>44</u></b>
<b><u>ARTICLE 23</u></b>	<b><u>BENEFITS</u></b>	<b><u>44</u></b>
<b><u>ARTICLE 24</u></b>	<b><u>RIGHTS OF SUCCESSIONS</u></b>	<b><u>45</u></b>
<b><u>ARTICLE 25</u></b>	<b><u>TUITION WAIVERS</u></b>	<b><u>45</u></b>
<b><u>ARTICLE 26</u></b>	<b><u>STUDY LEAVE</u></b>	<b><u>47</u></b>
<b><u>ARTICLE 27</u></b>	<b><u>TEMPORARY EMPLOYEES</u></b>	<b><u>48</u></b>
<b><u>ARTICLE 28</u></b>	<b><u>GENERAL</u></b>	<b><u>52</u></b>
<b><u>ARTICLE 29</u></b>	<b><u>APPENDICES AND LETTERS OF AGREEMENT</u></b>	<b><u>54</u></b>
<b><u>ARTICLE 30</u></b>	<b><u>TRAINING</u></b>	<b><u>54</u></b>
<b><u>ARTICLE 31</u></b>	<b><u>CLASSIFICATION AND PREMIUMS</u></b>	<b><u>55</u></b>
<b><u>ARTICLE 32</u></b>	<b><u>RETROACTIVITY AND GRANDFATHER CLAUSE</u></b>	<b><u>56</u></b>
<b><u>ARTICLE 33</u></b>	<b><u>DURATION OF AGREEMENT</u></b>	<b><u>56</u></b>

<b><u>APPENDIX 1</u></b>	<b><u>SALARIES AND SALARY POLICY</u></b>	<b><u>58</u></b>
<b><u>APPENDIX 2</u></b>	<b><u>CERTIFICATION OF BARGAINING UNIT</u></b>	<b><u>62</u></b>
<b><u>APPENDIX 3</u></b>	<b><u>DEFERRED SALARY LEAVE CONTRACT</u></b>	<b><u>63</u></b>
<b><u>APPENDIX 4</u></b>	<b><u>CONVERSION TO PERMANENT STATUS</u></b>	<b><u>67</u></b>
<b><u>APPENDIX A</u></b>		<b><u>68</u></b>
<b><u>APPENDIX B</u></b>		<b><u>72</u></b>
<b><u>APPENDIX C</u></b>		<b><u>73</u></b>
<b><u>APPENDIX D</u></b>		<b><u>77</u></b>
<b><u>APPENDIX E</u></b>		<b><u>81</u></b>
<b><u>LETTER OF AGREEMENT #1</u></b>		<b><u>84</u></b>
<b><u>LETTER OF AGREEMENT #2</u></b>		<b><u>85</u></b>

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

---

- 1.01            The purpose of this collective 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 set forth the working conditions which exist between the University and the Union.

## **ARTICLE 2      DEFINITIONS**

---

- 2.01            **Employee**  
means any person hired by the University to a permanent or temporary full-time or part-time position.
- 2.02            **Immediate supervisor**  
means the person directly responsible for employees under his jurisdiction, which includes primary responsibility and final evaluation for, but is not limited to, hiring, vacations and disciplinary measures.
- 2.03            **Spouse**  
means the person to whom an employee is legally married by virtue of a civil or religious ceremony or with whom the employee has continuously cohabited in a spousal relationship, for at least one (1) year if neither party is married to another person, or for at least three (3) years in any other case.
- 2.04            **Statutory holiday**  
means a twenty-four hour period that is considered a working day and is not worked but paid.
- 2.05            Where masculine pronouns are used, they must be interpreted to include male and female employees.

## **ARTICLE 3      UNION RECOGNITION**

---

- 3.01            The University recognizes the Union as the sole collective bargaining agent of the Sir George Williams and Loyola Campus employees covered by the letter of certification issued by the Ministère du Travail on June 20, 2002.
- 3.02            Employees excluded from the bargaining unit, management employees and persons working on the execution of a subcontract will not perform the tasks normally performed by the employees in the employ of the University who are included in the bargaining unit.
- It is agreed that subcontracting shall not result in the layoff, demotion or the reduction of regular working hours of employees governed by this collective agreement.

Moreover, the duties of an abolished position shall not be subcontracted out under any circumstances.

However, the current practice with regard to the employees of the Loyola Campus Association as well as the current practice with regard to subcontracting may be continued.

## **ARTICLE 4           MANAGEMENT RIGHTS**

---

The University has the right and the duty to administer and to manage its activities in an efficient manner, in conformity with its rights and obligations, subject to the terms of this collective agreement.

The University shall take up the cudgels on behalf of any employee held civilly liable as a result of the performance of his duties and agrees not to bring any claims against the employee on this account.

## **ARTICLE 5           UNION MEMBERSHIP**

---

- 5.01           Each new employee covered by this agreement must, as a condition of his continued employment, become a Union member and pay the monthly union dues provided for in clause 5.02 hereof.
- 5.02           An employee's union dues shall be an amount equal to the employee's salary for (2) hours of work at his salary rate for the month in which the dues are payable.
- 5.03           New employees begin to pay union dues in their first complete pay period following their date of hire.
- 5.04           (a) The University shall remit the monthly union dues established by the Union to its Montréal head office. A list of the employees whose dues have been collected shall be enclosed with the cheque. The total amount of the union dues shall be deducted from two (2) monthly pays.
- (b) The amounts deducted as union dues shall be entered on each employee's T4 slip and Relevé 1.
- 5.05           Any administrative correspondence regarding the deductions shall be between the University and the Union's treasurer.
- 5.06           The Union shall notify the University of any change in the rate of union dues at least thirty (30) days before the change is implemented.
- 5.07           The Union agrees to compensate the University for, and save it harmless from, any claim brought as a result of the implementation of this article.

- 5.08 In accordance with clause 5.01, the University is not required to discharge, lay off or transfer out of the bargaining unit an employee expelled from the Union. However, such an employee shall remain subject to clause 5.02 of this article.

## **ARTICLE 6 UNION REPRESENTATION**

---

- 6.01 The University will make a bulletin board available to all of the employees in each shop or department including the boiler rooms, on which the Union posts notices of elections, of general meetings as well as of other official Union activities. These notices must be signed by a Union officer or by the shop steward and must not contain any statements or information which discredits the University. The Union may use the internal mail service to mail notices to its members.
- 6.02 (a) The Union shall inform the University of the name of the principal delegate and the names of the five (5) shop stewards elected by the concerned employees. These representatives may leave their workplace to act in this capacity, as provided for in clause 6.06.
- (b) The University shall grant these representatives the necessary time, without loss of regular salary, to attend meetings with University representatives on days when they are scheduled to work.
- 6.03 (a) The University recognizes the Union's right to assign one (1) shop steward for each department, as well as the principal delegate, to the preparation of the collective agreement.
- (b) The University grants a bank of thirty (30) working days, without loss of pay, to employees who are scheduled to work on a given day and are required to attend a meeting to prepare the next collective agreement. For the preparation of subsequent collective agreements, the bank will be fifteen (15) working days without loss of pay.
- 6.04 (a) For administrative purposes, the University shall provide and maintain an office for the exclusive use of the Union. The office shall be furnished with one (1) table, four (4) chairs, a desk, chairs, a locked filing cabinet and a telephone free of charge.
- (b) No employee will be subject to discrimination on the part of the University due to the fact that he spoke, wrote or acted legally in an attempt to serve the interests of the Union.
- (c) The University agrees that a copy of all communication or correspondence sent to a member of the Union, concerning salaries, bonuses or any special adjustments affecting salaries shall be remitted to the Union.

- (d) The University will remit to the Union, following a written request and within a one (1) week delay, access to the agenda and the minutes of all public meetings of the Board of Governors or of the Senate, to operating budgets as approved by the Board of Governors, to all information relative to the to operating budgets as approved by the Board of Governors, to the “Règles Budgétaires et aux calculs des subventions de fonctionnement aux Universités”, as well as to any other official document which may be necessary for negotiations.
  - (e) Upon at written notice of at least forty-eight (48) hours to the Employee & Labour Relations Office, the Union may use an adequate University room for its meetings free of charge.
- 6.05
- (a) The University shall grant the officers designated by the Union a total of eighteen (18) working days of time off per year, without loss of regular salary, for Union activities outside those provided for in the collective agreement.
  - (b) Where the entire allotment of time provided for in paragraph (a) has been used, the absences shall be authorized without loss of pay and the Union shall reimburse the University for them.
- 6.06
- For the absences provided for in the present article, the Union representative must first obtain permission from his immediate supervisor, such permission will not be unreasonably withheld. An employee must advise his designated supervisor at least two (2) working days in advance.
- 6.07
- (a) Upon written notice from the Union, the University shall grant leave without pay to not more than one (1) permanent full-time employee for permanent or elective union service within the Canadian Marine Officers' Union (CMOU) or one of its affiliated bodies.
  - (b) The notice shall contain the name of the employee and the nature and length of the absence and must be forwarded to the Employee & Labour Relations Office thirty (30) days (as a general rule) prior to the absence.
  - (c) The University agrees to grant the requested leave without pay unless, due to special circumstances, it would be impossible to do so without seriously affecting the normal operations of the sector where the concerned employee works.
  - (d) If the employee who is granted leave holds a non-elected position, he must return to work within twenty-four (24) months of the beginning of his leave, failing which he will be deemed to have resigned at the beginning of his leave.

- (e) If the employee on such leave holds an elected position, he receives a leave without pay equal in length to his term of office. This leave without pay may be renewed once, for a total of two (2) terms, in the event of a re-election.
- (f) An employee on such leave does not have a right to the benefits provided for in this agreement, except for the pension plan and the group insurance plan, to the extent that such plans allow, and in which case the cost of the premiums will be paid entirely by the employee.
- (g) An employee on leave by virtue of this article must notify the University in writing of his intent to return to work or to stand for re-election at least thirty (30) days before the end of his first term of office.
- (h) Upon his return to work, the University shall reinstate the employee, with all his rights, in the position that he held at the moment of his departure, or, if his position has been abolished, an equivalent position.
- (i) An employee granted leave in this manner shall continue to accumulate seniority for a maximum of twenty-four (24) months, after which seniority is maintained but not accumulated.

6.08 In order to consult the members of the Union employed by the University, working in the certified bargaining unit, the principal delegate and/or an accredited Union officer may visit these members. Arrangements for such visits must be agreed upon beforehand by the immediate supervisor. The meeting may be held during working hours.

6.09 Any resignation may be disavowed within three (3) days of its signature. The University shall immediately send a copy of any resignation to the Union.

6.10 After the date of the signature hereof, the University shall send the Union a copy of any written correspondence regarding working conditions that is sent to more than one employee governed by this collective agreement.

6.11 **Labour Relations Committee**

- (a) The parties agree that the purpose of the Labour Relations Committee is to discuss, and, if possible, resolve, any matters of interest to the parties. To this end, the parties shall meet to exchange information and may hold discussions in an attempt to solve any problem related to working conditions.
- (b) The committee shall consist of four (4) members: two (2) appointed by the Union, and two (2) appointed by the University. The parties may also invite a guest to a meeting where needed. They shall appoint a person to chair the committee meeting on an alternating basis.
- (c) The committee shall meet at a mutually agreed time and location within fifteen (15) days of a request made by either party. Each party shall notify the other in advance of the subjects that it wishes to include on the agenda and the name of the guest, if any.



(d) The parties shall notify each other in writing of the names of the representatives on the Labour Relations Committee and of any changes to those representatives.

(e) The Union representatives shall be given one (1) hour off before each committee meeting, without loss of pay, to prepare their discussions.

6.12 **Occupational health and safety committee**

The University recognizes three (3) Union representatives for the purposes of all subjects related to health and safety. One such representative is recognized as a member of the Central Advisory Health and Safety Committee and shall be a member of any other health and safety committee formed in the future.

---

## **ARTICLE 7 GRIEVANCE AND ARBITRATION PROCEDURE**

---

7.01 Should a dispute arise between the University and the Union concerning the interpretation and application of the terms of this collective agreement, both parties must make a serious effort to resolve it as quickly as possible. To this end, the following grievance resolution procedure is established:

7.02 **a) Step One**

The employee concerned, accompanied by his Union representative, shall submit the matter to the immediate supervisor within fifteen (15) working days of the occurrence of the facts leading to the grievance or of his knowledge of these facts.

If the matter concerns more than one employee, one (1) of the employees concerned, accompanied by the Union representative, shall submit the matter to the immediate supervisor on behalf of all the employees concerned.

**b) Step Two**

If it is impossible to obtain a satisfactory resolution, the Union representative shall submit the grievance in writing to the unit manager no more than seven (7) working days after the immediate supervisor's response, or, failing such response, no more than seven (7) days after the matter was submitted to the immediate supervisor.

The unit manager shall render his decision in writing no more than (10) working days after receiving the grievance.

**c) Step Three**

A grievance that is not settled at the second step must be submitted in writing to the director of the department no more than seven (7) working days after the unit manager's response has been received.

The director of the department shall render his decision in writing no more than ten (10) working days after reception of the grievance.

- 7.03 Grievances submitted in writing must include all the relevant details such as the nature of the grievance, the articles of the collective agreement concerned and the nature of the remedy sought. A typographical error in a grievance does not invalidate the grievance. Written grievances must be responded to in writing at each step of the grievance procedure.

#### **Arbitration procedure**


- 7.04 After having completed the procedure provided for in clause 7.02, the Union may refer the grievance to arbitration by advising the Employee & Labour Relations Office of its intention within fifteen (15) working days following the receipt of the Director's decision.

- 7.05 If the parties cannot resolve a dispute concerning the interpretation or alleged violations of the collective agreement, the matter may be referred to arbitration upon the request of either party.

- 7.06 Unless otherwise agreed to by the parties, a grievance involving an employee shall be heard by a single arbitrator.

- 7.07 When one of the parties refers a grievance to arbitration, it must notify the other party in writing within the time limit set out in clause 7.04.

- 7.08 (a) The party who filed the grievance may submit the grievance to a single arbitrator, who shall be chosen among the following arbitrators on a rotating basis:

 Paul Imbeau  
Harvey Frumkin  
Richard Marcheterre

- (b) These arbitrators shall be called upon on a rotating basis. If they are not available, the party who filed the grievance may request that the Ministère du Travail appoint a new arbitrator.

- 7.09 The fees and expenses of the arbitrator shall be paid by the losing party.

- 7.10 The arbitrator has no authority to amend or alter the provisions of this collective agreement or to substitute new provisions or render decisions that contradict the terms and provisions of this collective agreement.

- 7.11 The parties hereto shall cooperate to expedite the scheduling and the holding of arbitration sessions. The arbitrator's decision is final and binding on the parties.

- 7.12 The parties may solicit the cooperation of one or more of the employees concerned and of all the necessary witnesses. All necessary arrangements shall be made to ensure that the parties concerned have access to the workplace to investigate or to meet with the necessary witnesses.
- 7.13 An employee called as a witness or to represent either party to an arbitration provided for in this article shall be granted leave without loss of pay for the time necessary for his testimony or presence.
- 7.14 **Prescription**
- A grievance shall be deemed to have been settled satisfactorily that is, the remedy sought will be applied or the grievance abandoned at any stage in the grievance or arbitration procedures, upon the failure of either party to proceed to the next step, including arbitration, within the time limits stipulated above, unless it has been mutually agreed in writing to extend any or all time limits.
- The delays provided for in the present article include working days only and do not include Saturdays, Sundays, statutory holidays, as well as the day of the submission of the grievance at each stage of the grievance procedure.
- 7.15 No confession signed by an employee may be used against him in the course of an arbitration unless it was:
- (a) signed in the presence of a Union representative; or
  - (b) signed in the absence of a Union representative but not denounced by the employee in writing within seven (7) days of its being signed.
- 7.16 Any grievance settlement agreement between the parties' representatives during the procedure provided for in this article must be put in writing and signed by the duly authorized representatives of the University and the Union. Such agreements are binding on the parties.

## **ARTICLE 8 DISCIPLINARY MEASURES AND EMPLOYEE'S FILE**

---

- 8.01 Any disciplinary measure must be the subject of a written notice addressed to the employee concerned and stating the reasons for the measure. Such notice must be sent simultaneously to the Union, the principal delegate and/or the shop steward. No disciplinary measure may be imposed more than twenty (20) working days after the incident which gave rise to it or more than twenty (20) working days after the University became aware of the incident, unless the parties agree in writing to extend this period.

8.02 Any mention of a disciplinary measure shall be removed from an employee's file after a period of twelve (12) months has elapsed without the imposition of another disciplinary measure.

A suspension does not interrupt an employee's continuous service.

8.03 After having scheduled a meeting with the Human Resources and Employee Relations Department, an employee has the right to verify his file in the presence of a representative of that department, and, if he wishes, a Union representative.

8.04 An employee who is the subject of a disciplinary measure is entitled to a copy of his file from the Human Resources and Employee Relations Department. The employee shall assume the cost of the photocopies.

## **ARTICLE 9 SENIORITY**

---

9.01 New employees are subject to a probationary period of four hundred and sixty-five (465) regular hours worked. During this period, they may be dismissed by the University without the right to avail themselves of the provisions of this agreement, except the right to file a grievance concerning salaries. A fifteen (15) minute meeting between each new employee and the shop steward or principal delegate shall be held in an appropriate and confidential location. This meeting shall take place between the new employee's first and fifth working day. The time of the meeting shall be agreed upon with the employer's immediate supervisor.

9.02 Seniority is defined in years, months and days of service with the University, and is used only in cases of layoff or recall.

For the purposes of choosing vacation and for promotions, departmental or shop seniority prevails.

9.03 The University shall notify the Union of a reduction in personnel one (1) month before notifying the employees.

9.04 Lay off and recall is done by order of departmental or shop seniority, provided the employees satisfy the requirements and have the training necessary to perform such work.

9.05 An employee shall lose his seniority rights in the following cases:

(a) upon leaving his employment at the University without having obtained permission for a leave without pay;

(b) upon being dismissed for just cause; or

(c) upon failing to report to work for five (5) consecutive working days without permission or without giving a reason motivating his absence to his immediate supervisor, in writing, within these same five (5) days.

- 9.06 An employee who is laid off because of a work reduction maintains his accumulated seniority at the time of the layoff, and this for a period of twenty-four (24) months, after which his seniority is lost.
- 9.07 A probationary employee does not accumulate seniority during the probationary period, but when that period is over, his seniority is calculated from his date of hire.
- 9.08 An employee on sick leave or on leave due to a work accident maintains and accumulates his seniority for thirty-six (36) months, following which his seniority ceases to accumulate but is maintained.
- 9.09 The University shall post a seniority list on February 15 of each year. The list shall include the names and dates of hire of each employee. A copy of the list shall be sent to the Union.

## **ARTICLE 10 EMPLOYMENT SECURITY**

---

- 10.01 (a) **Employees working for the University on the date of the signing of the collective agreement**
- For the duration of this collective agreement, the University shall assure employment security within the bargaining unit for any employee who has twenty-four (24) months of seniority in a permanent position.
- Notwithstanding any other provision of this collective agreement, and subject to article 8, such employees cannot be dismissed or laid off, and they remain employed by the University and continue to benefit from all provisions of this collective agreement.
- (b) **Employees hired after the signature of the collective agreement**
- Subject to the University's right to dismiss for just cause, such employees shall have employment security after twenty-four (24) months in a permanent position, except in situations of budget reduction or technological change.
- 10.02 If a position is to be abolished, the employee and the Union shall be given no less than two (2) months' written notice.
- 10.03 An employee who benefits from employment security may choose not to exercise his rights and to resign. In this case, he benefits from a separation indemnity equal to one (1) month of salary per year worked and an additional remittance of three (3) months of salary, up to a maximum of fifteen (15) months.
- 10.04 In the case of a job abolition, the University shall transfer an employee who benefits from employment security to a vacant position, provided the employee can satisfy the normal requirements of the position.

- 10.05 An employee who benefits from employment security, and obtains a position with a salary rate lower than his regular rate, shall maintain the salary of his original position.
- 10.06 A transfer includes a transfer to a temporarily vacant position if the employee can satisfy the normal requirements of the position.
- 10.07 When an employee refuses a transfer, the University shall send him a written notice, with a copy to the Union, stating that such a refusal is considered to be a voluntary resignation.
- 10.08 If the abolished position is re-created within twelve (12) months, the previous incumbent shall have the first choice.
- 10.09 **Employees who do not have employment security**

In all cases where a position is to be abolished, an employee may be laid off upon the expiration of the two (2) month notice period referred to above, but shall have the right, for a period of twenty-four (24) months, to be recalled by order of seniority.

An employee shall be recalled by telephone. If he cannot be reached after three attempts, he shall be recalled by messenger or by registered mail. Once five (5) days have elapsed after the recall letter is sent, an employee who has still not been reached shall be deemed to have resigned, and the next employee on the list shall be recalled.

## **ARTICLE 11      MOVEMENT OF PERSONNEL**

---

- 11.01 (a) The University agrees to bring to the attention of the employees of the department or of the shop concerned the existence of any vacant position or any new position that is to be filled. It shall do so by posting a notice, in a location accessible to all employees, stating the title of the position as well as the qualifications and aptitudes required. A copy of the posted notice shall be sent to the Union.
- (b) The University shall proceed with a maximum of three (3) postings when it needs to fill a vacant position. A vacant position shall be the subject of a first posting. A position left vacant by the promotion, transfer or demotion of the employee following the first posting shall be the subject of a second posting. Finally, a position left vacant following this second posting shall be the subject of a third posting. Positions left vacant following the first three (3) postings are posted at the discretion of the University after consultation with the principal delegate.

- (c) The University is not required to post a vacant position a second time where:
1. the vacant position had been posted without being filled and was then filled by a person from outside of the bargaining unit who decided to leave the position during his probationary period; or
  2. the vacant position was first filled by an employee from within the bargaining unit, and that employee decided to return to his old position during his probation period; in such an event, the University shall proceed with a second choice in accordance with clause 11.05.
- (d) 1. When a position in the staff complement becomes vacant, the University may elect to fill the position, abolish it, or defer its posting. If the decision is to fill the position, the University shall proceed within thirty (30) working days from the date that the position became vacant. If the position is abolished or the posting is deferred, the University shall inform the Union of its decision and/or proceed to post it within an additional thirty (30) days.
2. The posting period is ten (10) working days.
  3. Employees who wish to apply for a vacant position shall apply in writing to the Human Resources and Employee Relations Department, with a copy to the Union. The employee's application must be received by the Human Resources and Employee Relations Department no later than 5:00 p.m. on the tenth (10th) working day following the date on which the posting began.  
  
Applications received outside the posting period are not considered. In exceptional cases, an employee who is absent may apply for a vacant position through the shop steward.  
  
If the absent employee is chosen for the position, he must be available to fill it within ten (10) working days of his appointment.
  4. The University shall give a detailed written response to each applicant, with a copy to the Union, within twenty (20) working days following the date on which the posting period has ended.
  5. The chosen employee will occupy his new position no more than twenty (20) working days after the response given by the Human Resources and Employee Relations Department. If the employee is not promoted at the end of this period, he shall be paid the hourly rate applicable to his new position.

- 11.02 The candidate chosen for the position is entitled to a trial period not exceeding three hundred and forty-eight and three-quarters (348¾) hours worked. During this period, if the employee does not wish to stay in the new position, or the University establishes that he cannot satisfy the requirements of the position, the employee may be returned at any time to his former position, with all the rights that he acquired in that position. During his trial period, the employee shall be given appropriate assistance and training in order to facilitate his adaptation to the new position.
- 11.03 (a) Positions that are vacant due to an illness, to vacation, to a work accident or due to a leave of absence without pay, when the incumbent is expected to return to work, are not considered as vacant positions in the application of this article.
- (b) When an employee is absent due to a work accident for a period exceeding fifty-two (52) consecutive weeks, or is absent due to an illness or an accident for a maximum of sixteen (16) consecutive weeks, the University shall, within these fifty-two (52) week or sixteen (16) week periods, temporarily fill the absent employee's position with another employee from the bargaining unit in accordance with the criteria established in the collective agreement for promotions.
- (c) A position that remains unfilled due to a sick leave shall not be considered vacant until its incumbent has been absent for at least thirty-six (36) months.
- 11.04 The fact that an employee has not applied for a posted position or has refused a promotion does not affect his right to apply for any future positions.
- 11.05 The vacant position shall be awarded to the candidate with the most shop seniority, or failing this, to the candidate with the most departmental seniority, or, in the last resort, general seniority, provided he satisfies all the requirements of the position. Where two candidates are equal, the date that they obtained their certificate of competence or occupational certification shall prevail if the position to be filled requires such a certification or certificate.
- Candidates who are not chosen shall be so notified in writing. If a grievance is filed due to the interpretation of this clause, the University has the burden of proof.
- 11.06 The University may create a job classification not provided for in this collective agreement. If so, the University shall notify the Union one (1) month in advance of the duties, requirements and salary for the job classification. Notwithstanding the foregoing, the Union may refer the salary to arbitration.



## **ARTICLE 12     STATUTORY HOLIDAYS**

---

12.01     The statutory holidays are

- ↔     December 31
- ↔     New Year's Day
- ↔     January 2
- ↔     Good Friday
- ↔     Easter Monday
- ↔     Victoria or Dollard Day
- ↔     La Fête nationale du Québec
- ↔     Canada Day
- ↔     Labour Day
- ↔     Thanksgiving
- ↔     December 24
- ↔     Christmas Day
- ↔     Boxing Day

The University agrees to recognize and to observe as paid holidays any other days that the governments declare to be civil holidays following the signature of this collective agreement.

12.02     If one of the holidays referred to in paragraph 12.01 falls on a Saturday or Sunday, the holiday shall be moved to the preceding or following working day.

For employees who work shifts in the boiler rooms, the holiday shall be observed on the day of the holiday.

12.03     In the event that the majority of the University's employees are not required to work from December 25 to January 2, employees required to work on days other than statutory holidays shall be paid one and a half (1½) times their base salary for each hour thus worked.

## **ARTICLE 13     HOURS OF WORK**

---

13.01     (a) The regular work week for all employees, except employees working in the boiler rooms, consists of thirty-eight and three-quarters (38¾) hours, in accordance with the schedule and other details set out in the appropriate Appendix.

(b) The regular work week for all employees who work in the boiler rooms consists of thirty-nine (39) hours in accordance with the schedule and other details set out in Appendix A.

13.02

### **Summer schedule**

- (a) Every year, for a period of ten (10) weeks from mid-June to mid-August (exact dates to be posted by the Human Resources and Employee Relations Department) the length of the regular work week shall be reduced by three (3) hours without reduction in pay.
- (b) The application of this reduction may vary, depending on what is decided by each department. However, two requirements must be met:
  - 1. The University must continue to offer all necessary services.
  - 2. The reduction in hours of work must not result in any additional expenditures, or must cause only a minimal increase.

For employees working in the boiler rooms on shifts during the summer schedule, the pay for hours worked over and above the number of hours of the reduced work week, and up to the number of hours in a regular work week, shall be one and a half (1½) times the employee's base salary. For employees working on maintenance, paragraphs 13.02 (a) and (b) shall apply.

- (c) Summer hours do not accumulate when the employee is
  - 1. absent from work when he normally should be at work, except during a statutory holiday provided for in the present collective agreement or during a day of vacation for employees who are entitled to more than twenty-two (22) days of vacation; or
  - 2. absent from work with or without pay for a period equal to his regular work week.

## **ARTICLE 14 OVERTIME**

---

14.01

- (a) Any work performed by an employee before or after the prescribed hours of his regular work day shall be considered overtime.
- (b) The regular rate for overtime is one and a half (1½) times the base hourly salary for the first four (4) hours of work and double the base hourly salary for subsequent hours.

14.02

**Call-backs to work**

- (a) An employee who is called back to work after his regular shift and has already left University premises shall be paid according to the more advantageous of the following two (2) methods:
1. Regular overtime pay; or
  2. Four (4) hours of pay in accordance with the rules governing overtime for call-backs to work on Saturdays and Sundays;
- or
- remuneration of four (4) hours at the regular rate for days other than Saturdays and Sundays.
- (b) An employee required to work overtime hours immediately before his regular shift must normally finish his regular work, but shall not work more than sixteen (16) consecutive hours in total, except at the request of the University in situations considered urgent.
- (c) When an employee is required by the University to return to work less than twelve (12) hours after having left (except where he returns to work his regular schedule during his annual vacation, or after more than five (5) days' absence due to illness) this will be considered a call-back to work, even if the employee is aware well in advance.
- (d) The parties agree that overtime hours are to be worked on an optional basis and allocated in an equitable manner. However, the University must designate employees from the same department to work the overtime hours.
- (e) The University shall take account of the suggestions made from time to time by the Union representatives with respect to the allocation of overtime hours.

14.03

**Remuneration for time worked during a statutory holiday**

Each hour worked on a statutory holiday shall be paid at three (3) times the employee's regular rate.

14.04

**Remuneration for unscheduled work on a Saturday**

Unscheduled work on a Saturday shall be paid at the rate of one and a half (1½) times the employee's regular hourly rate for the first four (4) hours worked and double the employee's regular hourly rate for each subsequent hour worked.

14.05 **Remuneration for unscheduled work on a Sunday**

Each hour of unscheduled work on a Sunday shall be paid at the rate of two (2) times the employee's regular hourly rate.

14.06 Overtime shall be paid on the second pay period following the performance of the overtime work.

14.07 An employee who works overtime is entitled to eight (8) consecutive hours of rest before he returns to work, without loss of pay, only for the period which falls during his regular work day.

For example, if an employee finishes his overtime work at 3:00 a.m. and his regular work schedule normally begins at 7:30 a.m., he is not required to return to work until 11:00 a.m. His three (3) hours of rest for the period of 7:30 to 11:00 a.m. shall be paid at the hourly rate established for his classification.

## **ARTICLE 15 VACATION**

---

15.01 All permanent employees who have been working for the University for less than one (1) year before June 1 are entitled to one and two-thirds ( $1\frac{2}{3}$ ) days of paid vacation for each full month worked, up to a maximum of twenty (20) days of vacation.

15.02 (a) All permanent employees who have completed one (1) year or more of service before June 1 of the current year are entitled to one hundred and fifty-five (155) hours of paid vacation.

(b) All employees who have completed ten (10) years or more of service on June 1 of the current year are entitled to one hundred and seventy and a half ( $170\frac{1}{2}$ ) hours of paid vacation.

(c) All permanent employees who have completed nineteen (19) or twenty (20) years of service before June 1 of the current year are entitled to one hundred and seventy-eight and three-tenths ( $178.3$ ) hours of paid vacation.

(d) All permanent employees who have completed at least twenty-one (21) years of service before June 1 of the current year are entitled to one hundred and ninety-three and three-quarters ( $193\frac{3}{4}$ ) hours of paid vacation.

15.03 An employee who, as of June 1, has not accumulated the required service to be entitled to two (2) weeks of paid vacation may, after having obtained the permission of the University, make a request to obtain two (2) weeks of vacation. The difference between the employee's vacation entitlement and the two (2) weeks will be without pay.

15.04 The period of continuous service for the purpose of an employee's entitlement to paid vacation is June 1 to May 31 of the following year.

- 15.05 (a) Subject to clause 15.06, vacation accumulated as of May 31 may be taken at any time during the following twelve (12) months, i.e. between June 1 and May 31.

Vacation requested between June 1 and September 1 shall not exceed two (2) consecutive weeks unless a third week or more weeks are available after all the employees have obtained their preferred dates.

With the permission of his supervisor, which shall not be unreasonably withheld, an employee may fraction two (2) weeks of vacation per year by taking them one (1) full day at a time.

- (b) Employees may defer two (2) weeks of vacation per year, in which case they must be taken the following year.
- (c) When an employee avails himself of paragraph 15.05(b), he may take his accumulated vacation with his vacation entitlement.
- (d) Every week of vacation begins on Sunday and ends on Saturday.

- 15.06 Employees must choose their vacation dates before April 15 of each year. The immediate supervisor establishes the vacation schedule for each employee based on the employee's preference and having regard to the fact that the choice of vacation is made in order of seniority.

An employee whose vacation dates have not been established before May 1 must not chose a vacation period already chosen by another employee, regardless of his seniority.

An employee may request that his vacation dates be changed after May 1 to dates not already chosen by another employee. Such a request must be submitted in writing to the immediate supervisor.

- 15.07 Before his departure on vacation an employee receives, for the vacation period to which he is entitled, a remuneration equivalent to his regular rate of pay in effect at the time that he takes his vacation, on a separate cheque, provided he so requests it at least ten (10) days prior to his departure on vacation and after agreement with his immediate supervisor.

If the status of an employee has been modified during the year, the necessary adjustments to the vacation pay will be made, prorated to the number of weeks worked full-time and part-time.

- 15.08 If one of the statutory holidays provided for in clause 12.01 coincides with an employee's annual vacation period, the employee shall be entitled to take this statutory holiday on a later date agreed upon with his immediate supervisor.

- 15.09 An employee who leaves his employment at the University is entitled to the paid vacation days that he has accumulated up to the date of his departure.

- 15.10
- (a) For the purpose of the calculation, employees hired between the first and fifteenth day of the month inclusively, are considered to have one (1) month of service.
  - (b) An employee unable to take his vacation at the scheduled time due to an illness, accident or occupational injury which occurred before the beginning of his vacation period may defer his vacation to a later date. However, he must notify his immediate supervisor as soon as possible prior to the date set for the beginning of his vacation period. His vacation is then postponed, after agreement with his immediate supervisor, either to a date following his disability or to a subsequent date agreed upon with his immediate supervisor.
  - (c) An employee hospitalized as a result of an illness or an accident which occurs during his vacation may, after agreement with his immediate supervisor, defer the balance of his vacation either to the end of his disability or to a subsequent date agreed upon with his immediate supervisor. The employee must remit a medical certificate to his immediate supervisor attesting to his disability and specifying the dates that he was hospitalized.

15.11 An employee who, during any one year, has been absent from work for any of the following reasons, accumulates vacation credits as follows:

**Illness:**

An employee absent from work by virtue of the provisions of article 17 accumulates vacation credits during the first four (4) consecutive months of his absence.

**Work accident:**

An employee absent from work by virtue of the provisions of article 16 accumulates vacation credits during the first twelve (12) consecutive months of his absence.

**Layoff:**

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

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

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

## ARTICLE 16 WORK ACCIDENTS

---

- 16.01 When an employee is absent from work as a result of an occupational injury or disease as defined by law, the University shall pay the employee for the fifty-two (52) first weeks during which he is totally unable to work. The employee shall be paid the difference between his weekly base salary and the indemnity to which he is entitled under the *Act respecting industrial accidents and occupational diseases*.
- 16.02 An injured employee may transfer the indemnity that he receives from the Commission de la santé et de la sécurité au travail to the University. If the employee chooses to do so, the University shall continue to pay the employee his weekly base salary for the duration of his disability, up to a maximum of fifty-two (52) weeks. If the employee's disability lasts longer than fifty-two (52) weeks, the University shall pay the employee an amount equivalent to the amount of the compensation paid to him by the Commission de la santé et de la sécurité au travail. This type of payment shall continue until the Commission de la santé et de la sécurité au 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 de la santé et de la sécurité au travail shall be binding on both parties.
- 16.03 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 prevent him from performing his regular duties, the University may cease to pay the difference between the compensation and the employee's weekly base salary.
- 16.04 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 or as otherwise provided for by law and/or University policy. In all other respects, the employee is subject to the law and/or University policy.
- 16.05 Upon issuing T4 and TP1 slips, the University shall remit a statement to the employee indicating the amount of compensation received from the Commission de la santé et de la sécurité au travail during the year.
- 16.06 Upon returning to work, the University shall reinstate the employee, with all his rights, to the position that he held at the time of his departure, or, if his position has been abolished or posted, to an equivalent position. However, a position left open for period not exceeding twenty-four (24) months by reason of a work accident shall not be considered vacant.

16.07 An employee who returns to work following an absence pursuant to this article and who must be absent from work in order to receive treatments, undergo medical examinations related to his injury, or pursue an activity that is part of his individualized rehabilitation plan, shall be granted leave without loss of salary for the duration of the absence, including travel time.

## **ARTICLE 17 SICK LEAVE**

---

17.01 (a) The purpose of the sick leave plan is to compensate an employee who is unable to perform his regular duties because of an illness, an accident other than an occupational injury, or an illness contracted in the performance of his work.

(b) An employee who has completed his probationary period and is unable to work due to an accident or an illness is entitled to a weekly indemnity equal to one hundred percent (100%) of his regular salary at that date. This indemnity is payable as of the third day of absence from work and is payable for a maximum period of four (4) months.

(c) The period following which the aforementioned benefits are reinstated is one (1) month for a new disability, and three (3) months for a relapse.

(d) If the disability lasts for more than four (4) months, the employee shall be protected by the provisions of the Long-Term Disability Plan.

17.02 If an employee is ill, he shall notify his immediate supervisor as soon as possible, but no later than one (1) hour after the beginning of his day shift, or two (2) hours before the beginning of his evening shift.

17.03 At June 1 of each year, the annual credit of non-cumulative sick days for each employee shall be as it appears in the table below. The employee shall be paid for the first two (2) days of his absence until his annual entitlement is used up. This annual entitlement is allocated for the University's fiscal year, which runs from June 1 of a given year to May 31 of the following year.

<b>Department</b>	<b>Annual credit</b>
Sir George Williams boiler room	76 hours
Distribution, electrical, trades, plumbing, Loyola boiler room	69.75 hours

Following the completion of his probation, a new employee is entitled to a credit of 69.75 hours per year, prorated to time worked.

17.04 Hours of sick leave are deducted from an employee's bank on the basis of his work schedule.

17.05 An employee shall submit a medical certificate for every absence after three (3) working days.



- 17.06 (a) The University may demand that an employee on extended sick leave produce a medical report at the University's expense.
- (b) The University reserves the right to call upon a doctor of its choice to determine an employee's percentage of disability.
- (c) If the salary and disability insurance benefit plans are changed, all changes shall also apply to the employees governed by this collective agreement.
- 17.07 On January 6 of each year, the University shall advise each employee, in writing, of the number of sick days remaining in his bank.

## **ARTICLE 18 SOCIAL LEAVES**

---

- 18.01 Employees are entitled to the following leaves without loss of pay, provided that the leave coincides with a day that the employee would normally have worked.
- 18.02 **Upon the death**
- a) of a father, mother, spouse, child or spouse's child:
- an employee is entitled to five (5) consecutive working days including the day of the funeral;
- b) of the grandchildren, the father or mother of a spouse, the brother or the sister:
- an employee is entitled to three (3) consecutive working days including the day of the funeral;
- c) of the grandparents, a brother or sister-in-law, or a son or daughter-in-law:
- an employee is entitled to two (2) consecutive working days including the day of the funeral;
- d) of an aunt, uncle, nephew, or niece:
- an employee is entitled to one (1) working day including the day of the funeral.
- e) In cases where paragraph (a), (b), (c) or (d) applies, the employee may add to this period accumulated vacation, accumulated overtime, and/or leave without pay not exceeding fifteen (15) working days.
- f) 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.

- g) An employee may defer one (1) day of the above days if the burial or cremation is to occur at a later date.

**18.03 Upon the marriage**

- a) of the employee:
  - he is entitled to five (5) working days;
- b) of a son or a daughter;:
  - the employee is entitled to one (1) working day;
- c) of the father, mother, grandparents, brother, sister or grandchildren:
  - the employee is entitled to the day of the wedding;
- d) The employee may add accumulated vacation days, or an equivalent leave without pay, to the periods described in paragraph (a) or (b).

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

- 18.05
- (a) If an employee is required for jury duty or to act as a witness in proceedings to which he is not a party, he shall suffer no loss of regular salary during the time that he is required to act in this capacity. 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.
  - (b) 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.
  - (c) If an employee must appear before a civil, administrative or penal court or tribunal 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.

18.06 An employee who must be absent for one of the reasons specified in this article must notify the person responsible for his supervision as soon as possible and must, upon request, produce proof or confirmation of these events.

18.07

**Emergency leave**

- (a) The purpose of this clause is to allow an employee to take leave, for a maximum of thirty-five (35) hours in one year, if his presence is required by an immediate family member or any person permanently living with him.
- (b) An employee who uses the leave provided for in this clause must notify his immediate supervisor as soon as possible but no later than thirty (30) minutes following the start of the employee's regular work day, and must state the duration and the reason for his absence.
- (c) The hours of leave must be worked within a period agreed upon between the employee and the immediate supervisor, and the supervisor must approve the work to be done and its duration.
- (d) The University must notify the employee when he has used the thirty-five (35) hours provided for in this clause.
- (e) Hours worked pursuant to this clause are not considered overtime.

18.08

**Personal leaves**

- (a) Personal leave is provided for cases where an employee must be absent from work for personal reasons, such as the illness or accident of a spouse or dependant; legal matters; or an unusual event, unexpected or expected, which, due to its nature, requires the presence of the permanent employee, etc. The employee must fill out the required form.
- (b) Personal leave may not be used as a vacation day, or to prolong an annual vacation or any other leave provided for in this collective agreement, with the exception of social leave. It may be taken in periods no shorter than one-half ( $\frac{1}{2}$ ) day and no longer than (2) days at a time.

In unforeseeable cases, such as where an employee is already at work and gets an emergency call, he will be authorized to take less than one-half day.

- (c) Where the event is foreseeable, the employee must notify his immediate supervisor two (2) days in advance whenever possible.
- (d) The employee who must be absent from work for a valid reason as mentioned in this clause and who can not benefit from a leave under the terms of the current collective agreement may obtain said leave without loss of regular pay, up to a maximum of fifteen and a half (15.5) hours per year, the year being from June 1 to May 31.
- (e) When an employee must see his doctor for personal reasons and submits a medical certificate to the University, this absence shall be considered a sick day and shall not be deducted from the employee's personal leave bank.

## **ARTICLE 19 LEAVE WITHOUT PAY**

---

- 19.01 An employee with the equivalent of one (1) year of full-time service who, for a valid reason, wishes to obtain a leave without pay, must submit a written request to his immediate supervisor. Such leave shall not be unreasonably denied by the University.
- 19.02 A leave without pay is not generally to exceed twelve (12) months in duration. It may be extended with the University's consent.
- 19.03 A written request for a leave without pay shall be sent to the immediate supervisor no later than two (2) months before the beginning of said leave. The University shall respond in writing no more than three (3) weeks after receiving the request.
- 19.04 An employee who uses leave without pay for purposes other than those for which it was granted, or who does not return to work upon the expiry of the leave and has not been authorized to extend the leave, except in an emergency, shall be deemed to have resigned on the date that the leave began.
- 19.05 By agreement between the parties, an employee may terminate his leave without pay before the anticipated date of his return.
- 19.06 Upon his return, the University shall reinstate the employee, with all his rights, to the position that he held at the time of his departure, or, if his position has been abolished, to an equivalent position.
- 19.07 Unless there is an agreement or provision to the contrary, an employee on leave without pay does not benefit from the advantages provided for in this collective agreement. He shall continue to benefit from the pension and insurance plans should these plans so permit, provided he pays the entire cost.
- 19.08 **Part-time leave**
- (a) An employee may take leave without pay under this article on a part-time basis according to the same terms and conditions. In such event, his working conditions and/or benefits shall be prorated to hours paid, with the exception of seniority, which is accumulated as if the employee were working full-time.
  - (b) The University and the employee shall agree on the arrangements for the part-time leave, which is not to exceed three (3) days per week.
  - (c) A permanent part-time employee is not entitled to part-time leave without pay.
  - (d) During a part-time leave, the employee's salary is prorated to time worked. For benefits, the University and the employee agree to contribute as if the employee were working full-time. For the purposes of calculating benefits, an employee on part-time leave is considered to be working full-time.

19.09

**Absence for public service**

- (a) Any employee who is a candidate for a municipal council, a school board, a hospital administrative board or a CLSC may obtain a leave without pay not exceeding thirty-five (35) working days. The employee may take his accumulated vacation days within these thirty-five (35) days.
- (b) Any employee who is elected to a municipal (full-time mandate), provincial or federal public office is on leave without pay for the duration of his first mandate. When the employee returns to work, the University shall reinstate him to a position equivalent to the one that he held prior to his departure.
- (c) Any employee who wishes to take part in organizing an election campaign may, after agreement with the University, use his accumulated vacation days or take leave without pay.
- (d) Any employee elected to a school board, a municipal council or a hospital or CLSC board is entitled to leave without pay for meetings or official activities related to his office.

In such a case, a written request stating the employee's name, and the nature and probable length of the absence, must be sent to the person responsible for his supervision, as a general rule at least five (5) working days prior to the date on which the leave begins.

- (e) When the employee returns to work, the University shall reinstate him to the position that he held at the time of his departure, or, if the position was abolished, an equivalent position.

**ARTICLE 20 DEFERRED SALARY LEAVE**

---

20.01 Deferred salary leave is intended to provide employees with an opportunity to benefit from a leave with salary.

The parties consider deferred salary leave beneficial to the employee and the University.

20.02 The granting of leave without pay is subject to the concerned department's ability to cover the absence, but such leave shall only be denied in exceptional circumstances.

20.03 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 to work for a period equal to that of the leave.

- 20.04 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 & Labour Relations Office, at least three (3) months prior to the date on which the employee wishes to commence participation.
- 20.05 Approval or refusal of a deferred salary leave shall be given by the immediate supervisor, with a copy to the Employee & Labour Relations Office, within five (5) weeks of the date that the application was received. If the University refuses to grant such a leave, it shall provide the reasons to the employee, with a copy to the Union.
- 20.06 An employee's participation in the DSLPL is subject to the signing of a contract as provided in Appendix 3.
- 20.07 The contract shall be signed by the employee and returned to the Employee & Labour Relations Office four (4) weeks prior to the beginning of the deferral period.
- The Employee & Labour Relations Office shall return a signed copy of the contract to the immediate supervisor concerned.
- Upon signing the contract, the employee shall become 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.
- 20.08 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 21 PARENTAL LEAVE**

---

### **Part I – General provisions**

- 21.01 The maternity leave benefits provided for in Part II are only paid as supplements to Employment Insurance benefits or, in the cases stipulated below, as payments during a period of unemployment caused by a pregnancy for which the Employment Insurance system makes no provision.

- 21.02 If the granting of a leave is restricted to only one spouse, the restriction applies provided the other spouse is also an employee of the public, parapublic, or university sector.
- 21.03 The University shall not reimburse an employee for amounts that Human Resources Development Canada (HRDC) might require the employee to pay under the *Employment Insurance Act* where the employee's income is more than one and a half (1½) times the maximum insurable amount.
- 21.04 This article does not grant an employee any benefit, pecuniary or otherwise, that the employee would not have had if the employee had remained at work.

## **Part II – Maternity leave**

- 21.05 (a) A pregnant employee is entitled to a maternity leave of twenty (20) weeks' duration, which, subject to clause 21.07, must be consecutive.
- (b) An employee who becomes pregnant while on a leave of absence or a part-time leave of absence provided for in this article is also entitled to maternity leave and the indemnities contemplated in clauses 21.09 and 21.10, as the case may be.
- (c) An employee who gives birth to a stillborn child after the beginning of the twentieth (20th) week preceding the due date is also entitled to a maternity leave.
- (d) An employee whose spouse dies shall receive the balance of her twenty (20) weeks of maternity leave along with any rights and benefits pertaining to such leave.
- 21.06 The employee decides on the allocation of the maternity leave before and after the birth, and the leave includes the date of delivery.
- However, maternity leave begins no earlier than eight (8) weeks before the week of the anticipated delivery date and no later than the week of the actual delivery. It ends no later than twenty (20) weeks after the week in which it began.

21.07

### **Interruption of maternity leave**

An employee who has sufficiently recovered from her delivery but whose child must remain in a health care facility may interrupt her maternity leave by returning to work.

An employee whose child is hospitalized within fifteen (15) days of the birth may also interrupt her maternity leave by returning to work.

The leave may only be interrupted once. The rest of the leave must be taken when the child is brought home. However, such interruption does not increase the number of weeks for which the employee is entitled to the indemnities provided for in clauses 21.09 and 21.10.

21.08

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

This notice period shall be shorter if a medical certificate attests that the employee must leave her job sooner than expected. If an unforeseen event occurs, the employee is exempt from the notice requirement provided that she gives the University a medical certificate stating that she had to leave her job without delay.

21.09

### **Cases eligible for Employment Insurance**

Subject to the eligibility criteria for Employment Insurance, an employee who has accumulated at least six hundred (600) hours of work prior to beginning her maternity leave, and has applied for and is receiving Employment Insurance benefits, with the exception of paragraphs (a) and (c) below, is entitled, during her maternity leave, subject to clause 21.12, to receive the following:

- (a) For each week within the waiting period under the Employment Insurance system, an indemnity equal to ninety-three percent (93%) of her regular weekly salary.
- (b) For each week, up to a maximum of fifteen (15) weeks, during which she receives Employment Insurance benefits, a supplementary indemnity equal to the difference between ninety-three percent (93%) of her regular weekly salary and the amount of the Employment Insurance benefit that she is receiving; and this supplementary indemnity shall be calculated on the basis of the Employment Insurance benefits that an employee is entitled to receive, without having regard to amounts deducted from these benefits on account of benefit repayments, interest, penalties or other amounts recoverable under the Employment Insurance system.



- (c) For each week beyond the weeks referred to in paragraph (b) during which she is receiving Employment Insurance benefits, a supplementary indemnity equal to the difference between ninety-three percent (93%) of her regular weekly salary and the amount of the Employment Insurance benefit that she is receiving, up to the twentieth (20th) week of her maternity leave referred to in clause 21.05. This indemnity is calculated in accordance with paragraph (b) above.
- (d) When the employee resumes maternity leave interrupted under clause 21.07, the University shall pay her the indemnity to which she would have been entitled if the leave had not been interrupted.
- (e) The University may decline to pay maternity leave indemnities to an employee where this would compensate the employee for a reduction of Employment Insurance benefits that is triggered by salary earned by the employee while working for another university.

Notwithstanding paragraph (e), the University shall pay the indemnity related to this reduction if the employee proves, by means of a letter from the paying University, that the salary that she earned while working for another university is regular salary. If the employee proves that only a portion of the salary is regular, the indemnity shall be limited to that portion.

The other university, which regularly pays such a salary as stated in paragraph (e), must issue the letter in question upon the employee's request.

However, the total amount received by an employee during her maternity leave on account of Employment Insurance benefits, indemnities and salary is not to exceed ninety-three percent (93%) of the weekly regular base salary paid by the University and, where applicable, any other universities.

## 21.10

### **Cases not eligible for Employment Insurance**

An employee who is denied Employment Insurance benefits or is declared disentitled to such benefits shall also be denied any other indemnities.

However:

- (a) A full-time employee who has accumulated twenty (20) weeks of service is entitled, for ten (10) weeks, to an indemnity equal to ninety-three percent (93%) of her regular weekly salary if she is not eligible for Employment Insurance for the following reason:

She did not hold insurable employment for at least six hundred (600) hours during her qualifying period under the Employment Insurance system.

(b) A part-time employee who has accumulated twenty (20) years of service is entitled, for ten (10) weeks, to an indemnity equal to ninety-five percent (95%) of her regular weekly salary if she is not entitled to Employment Insurance benefits because

(1) she did not contribute Employment Insurance premiums; **or**

(2) she contributed such premiums but did not hold insurable employment for at least six hundred (600) hours during her qualifying period.

If the part-time employee is exempt from paying her share of the pension plan and Employment Insurance premiums, the percentage of the indemnity shall be ninety-three percent (93%).

21.11

**Cases provided for in paragraphs 21.09 and 21.10**

(a) No indemnity shall be paid during a vacation for which an employee is paid.

(b) The indemnity due for the first two (2) weeks shall be paid by the University in the first two (2) weeks of the leave. The indemnities due after this date shall be paid at two (2) week intervals. If the employee is eligible for Employment Insurance benefits, the first payment need only be made fifteen (15) days after the University receives proof that the employee is receiving Employment Insurance benefits. For the purposes of this paragraph, a benefit statement, a stub, or information sent by HRDC to the University by means of an automated statement are considered proof.

(c) Hours or work or service are calculated on the basis of employment in the university, public and parapublic sectors (Public Service, Education and Health and Social Services) as well as the following organizations:

- Agence métropolitaine de transport;
- Bureau d'accréditation des pêcheurs et des aides-pêcheurs du Québec;
- Caisse de dépôt et placement du Québec;
- Legal aid centres;
- Commission de la capitale nationale;
- Commission de la construction du Québec;
- Commission de développement de la métropole;
- Commission de reconnaissance des associations d'artistes et des associations de producteurs;
- Commission des droits de la personne et des droits de la jeunesse;
- Commission des services juridiques;
- Commission des valeurs mobilières du Québec;
- Conseil des arts et des lettres du Québec;
- Conseil des services essentiels;
- Corporation d'hébergement du Québec;
- Corporation d'urgence-santé de la région de Montréal Métropolitain;

- Financement-Québec;
- Fondation de la faune du Québec;
- Fonds de la recherche en santé du Québec;
- Fonds d'indemnisation du courtage immobilier;
- Fonds pour la formation de chercheurs et l'aide à la recherche;
- Grande bibliothèque du Québec;
- Héma-Québec;
- Institut de police du Québec;
- Institut national de la santé publique;
- Investissement Québec;
- Musée d'art contemporain de Montréal;
- Musée de la civilisation;
- Musée du Québec;
- Office de la Sécurité du revenu des chasseurs et piégeurs cris;
- Protecteur du citoyen;
- Régie de l'énergie;
- Régie des installations olympiques;
- Société de développement de la zone de commerce international de Montréal à Mirabel;
- Société de développement des entreprises culturelles;
- Société de la Place des Arts de Montréal;
- Société de télédiffusion du Québec (Télé-Québec);
- Société des alcools du Québec;
- Société des établissements de plein air du Québec;
- Société des loteries du Québec;
- Société du Centre des congrès de Québec;
- Société du Grand théâtre de Québec;
- Société du Palais des congrès de Montréal;
- Société du parc industriel et portuaire de Bécancour;
- Société immobilière du Québec;
- Société Innovatech de Régions Ressources;
- Société Innovatech du Grand Montréal;
- Société Innovatech du Québec et Chaudières Appalaches;
- Société Innovatech du sud du Québec;
- Société québécoise d'assainissement des eaux;
- Société québécoise d'information juridique;
- Société québécoise de récupération et de recyclage;
- The regional boards of health and social services;
- The legal aid corporations;
- L'Office Franco-Québécois pour la jeunesse;
- La Société des traversiers du Québec;
- La Société québécoise de développement de la main-d'œuvre;
- La Société de gestion du réseau informatique des commissions scolaires.

as well as all the organizations listed in Schedule C of the *Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors*, R.S.Q., c. R-8.2.

In addition, the requirements stipulated in clauses 21.09 and 21.10 are considered satisfied if the employee has worked the number of hours or weeks required at any Quebec university.

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

If, during the period corresponding to the number of required hours of weeks, the salary scales are adjusted, the adjusted salary is considered the regular weekly salary. If, however, the maternity leave includes the date at which the salary scales are increased, the regular weekly salary is calculated, as of this date, according to the adjusted salary scale that applies.

Moreover, any period in which an employee on special leave provided for in clause 21.18 receives no indemnity from the Commission de la santé et de la sécurité au travail is excluded for the purposes of calculating the employee's weekly base salary.

21.12 The maternity leave allowance (i.e. the allowance currently set at three hundred and sixty dollars (\$360)) paid by the Centre de la main-d'oeuvre du Québec is deducted from the indemnities paid under clause 21.09.

The preceding provision shall not apply when the employee's application for the allowance in question has been refused and written proof of such refusal is provided.

21.13 (a) An employee is entitled to the following benefits during maternity leave insofar as she is normally entitled to them:

- salary insurance
- life insurance
- supplementary life insurance;
- health insurance;
- accumulation of vacation;
- accumulation of sick leave;
- accumulation of seniority;
- accumulation of experience;
- the right to apply for a posted position and to obtain it in accordance with the provisions of this collective agreement, as if she were at work.

(b) An employee may defer a maximum of four (4) weeks of annual vacation if it falls within her maternity leave and if, at least two (2) weeks before the expiration of said maternity leave, she notifies the University in writing of the date to which the vacation will be deferred.

21.14           **Extension of maternity leave**

If the birth occurs after the due date, the employee is entitled to extend her maternity leave for the length of time that the birth is overdue, unless she has at least two (2) weeks of maternity leave left after the birth. However, the maximum period during which the supplementary indemnity provided for in clauses 21.09 and 21.25 is payable cannot exceed (52) weeks.

An employee may also extend her initial maternity leave by six (6) weeks if her child's health requires that she do so. However, the maximum amount of time during which the supplementary indemnity provided for in clauses 21.09 and 21.25 is payable cannot exceed fifty-two (52) weeks.

During the extensions of the initial maternity leave referred to in the two preceding paragraphs, the employee is entitled to the benefits referred to in clause 21.13 insofar as she is normally entitled to them.

21.15           Maternity leave may last for less than twenty (20) weeks. If the employee returns to work within the two (2) weeks following the birth, she must, at the University's request, produce a medical certificate confirming that she has sufficiently recovered to resume work.

21.16           During the fourth (4th) week preceding the expiration of the maternity leave, the University shall send the employee a notice indicating the anticipated date of the expiration of said leave.

An employee to whom the University has sent such a notice shall report to work upon the expiration of the maternity leave unless such leave is extended as provided for in clause 21.25.

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

21.17           Upon her return to work, the employee returns to her position, or to a position successfully obtained through a posting during her leave. If her position has been abolished under articles 9 and 10, the employee may avail herself of all her rights and privileges under this collective agreement at the moment of her return.

Likewise, upon her return to work, an employee who does not hold a position returns to the assignment she held at the time of her departure if the intended duration of such assignment extends beyond the expiration of the maternity leave. If the assignment is completed, the employee is entitled to any other assignment as provided for in this collective agreement.

### Part III – Special leaves

#### 21.18 (a) Protective assignment and special leave

An employee may request a protective assignment to another position with the same job grade or a different grade 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; or
- (2) her working conditions involve dangers for the child whom she is breast-feeding.

The employee must submit a medical certificate to this effect as soon as possible. An employee so assigned retains the rights and privileges of her regular position.

If the assignment cannot be carried out immediately, the employee is entitled to a special leave which begins immediately. Unless a provisional assignment is implemented afterward, thereby cancelling the special leave, such special leave terminates for the pregnant employee on the date of the birth, and, for the employee who is breast-feeding her child, at the end of the period during which the child is breast-fed.

During the special leave provided for above, the employee's indemnity shall be governed by the provisions of the *Act respecting occupational health and safety* concerning protective measures for pregnant or breast-feeding employees.

However, following a written request to this effect, the University shall give the employee an advance on the anticipated indemnity, based on the amount of the anticipated payments. If the CSST pays the anticipated indemnity, the advance shall be repaid from that indemnity. However, if the employee exercises her right to appeal the CSST's decision, repayment shall not be required before the decision of the CSST board of review is rendered.

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

As soon the University receives a request for protective assignment, it shall immediately notify the Union of the request and cite the name of the employee and the reasons for the request.

Should an employee other than the employee requesting temporary reassignment agree, her/his position may be exchanged for that of the pregnant employee for the duration of the assignment, subject to the University's approval. This provision shall only apply where both employees meet the normal requirements of the positions.

The employee benefiting from the protective assignment, and the employee who agrees to take this employee's position, shall continue to enjoy all rights and privileges pertaining to their respective regular positions.

**(b) Other special leaves**

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

(1) when complications during the pregnancy, or a risk of miscarriage, requires a work stoppage for a period prescribed by a medical certificate; such special leave cannot be extended beyond the beginning of the eighth (8th) week preceding the due date, at which time the maternity leave shall begin;

(2) upon presentation of a medical certificate prescribing the duration of such leave, when a natural or legally induced miscarriage occurs before the beginning of the twentieth (20th) week preceding the due date; and

(3) for pregnancy-related appointments with a health care professional, attested to in a medical certificate.

21.19 For appointments referred to in subparagraph 21.18(b)(3), the employee is entitled to a maximum of four (4) days of special leave, without loss of pay, which may be taken as half days.

During the special leaves granted under this Part III, the employee shall receive all the benefits provided for in clause 21.13 (insofar as she is normally entitled to them) and in clause 21.17 of Part II. An employee covered by paragraph 21.18(b) may also avail herself of the benefits of the sick leave plan or the salary insurance plan, as the case may be. In the case of a leave covered by subparagraph 21.18(b)(3), the employee benefits from a leave during her working hours, without loss of pay.

**Part IV – Other parental leaves**

21.20 **Paternity leave**

An employee whose spouse has given birth is entitled to leave without loss of pay for a maximum of five (5) working days. This leave may be discontinuous and must be taken between the beginning of labour and the fifteenth (15th) day following the mother's return home or the child's return home. One of the five (5) days may be reserved for the christening or for civil registration.

An employee whose spouse has given birth may defer one (1) week's vacation if the child was born during the employee's annual vacation. He must inform the University in writing.

An extended leave not exceeding two (2) years is granted to the employee in addition to the leave provided for in the first paragraph.

Subject to the eligibility criteria for Employment Insurance, in cases where an employee has applied for and is receiving Employment Insurance benefits, the employee is entitled, for each week in his extended leave during which he is

receiving Employment Insurance benefits, to a supplementary indemnity, calculated in accordance with paragraph 21.09(b) above, for a maximum of thirty-five (35) consecutive weeks. This supplemental indemnity need only be paid fifteen (15) days after the University obtains proof that the employee is receiving Employment Insurance benefits. For the purposes of this paragraph, a benefit statement, a stub, or information provided by HRDC to the University means of an automated statement shall be considered proof.

During this maximum two (2) year period, once the time during which the employee was receiving the supplementary indemnity has ended, the employee may change his extended leave to part-time extended leave once, upon written application submitted at least thirty (30) days in advance.

### 21.21 Leave for adoption

(a) An employee who legally adopts a child other than his spouse's child is entitled to a leave not exceeding (2) years' duration.

The leave begins when the child is actually in the employee's care and ends two (2) years after the week during which the child was placed in the employee's care.

(b) Subject to the eligibility criteria for Employment Insurance, in cases where an employee has applied for and is receiving Employment Insurance benefits, the employee is entitled, for each week in his leave during which he is receiving Employment Insurance benefits, to a supplementary indemnity, calculated in accordance with paragraph 21.09(b) above, for a maximum of thirty-five (35) consecutive weeks. If the employee is not eligible for Employment Insurance, he shall receive the indemnity provided for in clause 21.10 for a period of ten (10) weeks. The supplementary indemnity need only be paid (15) days after the University obtains proof that the employee is receiving Employment Insurance benefits. For the purposes of this paragraph, a benefit statement, a stub, or information provided by HRDC to the University by means of an automated statement are considered proof.

(c) In the cases referred to in the preceding paragraph, the provisions referred to in clause 21.11 in relation to maternity leave shall apply. The employee shall be entitled to the benefits referred to in clause 21.13 for the first seventeen (17) weeks of his adoption leave insofar as he is normally entitled to them.

(d) During this maximum two (2) year period, once the time during which the employee was receiving the supplementary indemnity has ended, the employee may change his extended leave to part-time leave once, upon written application submitted at least thirty (30) days in advance.

### 21.22

(a) An employee who legally adopts a child and does not have the benefit of the adoption leave provided for in paragraph 21.21 is entitled to a leave for a



maximum of five (5) working days; only the first two (2) days of such leave are paid.

- (b) Such leave may be discontinuous but cannot be taken after the fifteen (15) day period following the child's return home. An employee who adopts his spouse's child is only entitled a two (2) day leave.

**21.23 Leave without pay in view of adoption**

In view of the adoption of a child other than that of his spouse, an employee is entitled to leave without pay not exceeding fifteen (15) weeks' duration, commencing when the child is placed in the employee's care.

In addition, an employee who goes outside Quebec to adopt a child is entitled, upon written request to the University — submitted, if possible, two (2) weeks in advance — to leave without pay for the necessary travel time

- 21.24** During a leave without pay in view of adoption provided for in the preceding clause, the employee benefits from the advantages referred to in clause 21.26.

If the child is legally adopted following a leave without pay in view of adoption, the employee is entitled to the indemnity provided for in paragraph 21.21(b), subject to the eligibility criteria for Employment Insurance.

**21.25 Extended maternity leave and part-time extended maternity leave**

An employee is entitled to an extended leave, not exceeding two (2) years' duration, as an extension of her maternity leave. This extended leave must immediately follow the maternity leave provided for in clause 21.09.

Subject to the eligibility criteria for Employment Insurance, in cases where an employee has applied for and is receiving Employment Insurance benefits, the employee is entitled to receive, for each week of her extended leave in which she is receiving Employment Insurance benefits, a supplementary indemnity, calculated in accordance with paragraph 21.09(b) above, for a maximum of thirty-two (32) consecutive weeks. The supplementary indemnity need only be paid fifteen (15) days after the University obtains proof that the employee is receiving Employment Insurance benefits. For the purposes of this paragraph, a benefit statement, a stub, or information provided by HRDC to the University by of an automated statement are considered proof.

During this maximum two (2) year period, once the time during which the employee was receiving the supplementary indemnity has ended, the employee may change her extended leave to part-time extended leave once, upon written application submitted at least thirty (30) days in advance.

- 21.26** (a) An employee who wishes to take a leave provided for in clauses 21.20, 21.21, 21.23 or 21.25 must notify the University fifteen (15) days in advance.

- (b) An employee may extend his or her leave provided for in clauses 21.20, 21.21, 21.23 or 21.25. However, the total duration of such leave is not to exceed the maximum provided for in that article. The employee must submit a written request to the University in this regard at least four (4) weeks before anticipated the return date stated in the employee's initial request for leave.
- (c) During the extended leaves provided for in clauses 21.20, 21.21, 21.23 and 21.25, the employee continues to accumulate seniority, retains his experience and may continue to participate in the benefit plans he is entitled to by so asking at the beginning of the leave.
- (d) During the part-time extended leaves provided for in clauses 21.20, 21.21, 21.23 and 21.25, the employee accumulates seniority. While the employee is at work, he is governed by the rules applicable to part-time employees.
- (e) During the extended leaves provided for in clauses 21.20, 21.21, 21.23 and 21.25, the employee, whether full-time or part-time, accumulates experience for the purposes of determining his salary. However, no more than the first thirty-four (34) weeks of his leave can be accumulated in this manner.

21.27

An employee may defer his annual vacation to the week immediately following the last week in which Employment Insurance benefits are payable under the *Employment Insurance Act*.

For the purposes of this clause, all leaves accumulated in accordance with article 15 before or after the leaves provided for in clauses 21.05, 21.14, 21.20, 21.21 and 21.25, are added to the deferred annual vacation.

Upon returning from an extended leave or part-time extended leave provided for in clauses 21.20, 21.21 and 21.25, the employee shall be reinstated to his position. If that position was abolished, the employee is entitled to the benefits that he would have had if he had remained at work.

Likewise, upon returning from a leave without pay or part-time leave without pay, an employee who has no position shall return to the assignment that he was on at the time that he departed if the assignment is anticipated to continue after such leave. If the assignment has ended, the employee is entitled to any other assignment in accordance with the provisions of the Collective Agreement.

A leave without pay or a part-time leave without pay not exceeding one (1) year shall be granted to an employee whose minor child has emotional or social development problems, is disabled or has a long-term illness, and whose condition requires the presence of the employee concerned. Modalities pertaining to such leave shall be determined by agreement between the employee and the University, and shall include, among other things, the modalities provided for in clauses 21.26, 21.28 and 21.30. The University shall send the Union a copy of the agreement.

21.28 **Other provisions**

A request for a part-time extended leave provided for in clauses 21.20, 21.21 and 21.25 must set out the arrangements regarding the leave.

In case of a disagreement between the University and the employee as to the number of days, the employee shall be entitled to a maximum of two and a half (2½) days of leave per week, or the equivalent. Failing agreement on the distribution of these days, the University shall determine the schedule.

The employee and the University may agree at any time to restructure a part-time leave without pay.

21.29 During the fourth (4th) week preceding the expiration of an extended leave or part-time extended leave provided for in clauses 21.20, 21.21 or 21.25, the University must send a notice to the employee indicating the date of expiration of the said leave.

An employee to whom the University has sent the notice referred to above shall report for work upon the expiration of such leave.

An employee who does not respect the stipulations in the preceding paragraph is considered to be on a leave without pay for a period not exceeding four (4) weeks. If, at the end of this period, the employee does not return to work, he is deemed to have resigned.

21.30 An employee to whom the University has sent a four (4) week advance notice specifying the expiration of an extended leave or part-time extended leave, shall inform the University, at least two (2) weeks prior to the expiration of the said leave, that he is returning to work. If he fails to do so, he shall be deemed to have resigned.

An employee who wishes to end his extended leave or his part-time extended leave before the date provided for must give a written notice of his intention at least twenty-one (21) days before his return to work, or, if his leave is of more than thirty-four (34) weeks, at least thirty (30) days prior to his return to work.

21.31 Payments in respect of guaranteed annual salary, deferred salary or severance pay benefits shall not be reduced or increased by payments received under the plan.

21.32 The University guarantees that, as of the date this agreement comes into force, the employee shall, during his or her adoption or maternity leave, be entitled such indemnities, or part thereof, as are paid by the University under Part II, regardless of any changes that might be made to the eligibility criteria for Employment Insurance after the signing of this agreement, provided in all cases that the employee is eligible for supplementary Employment Insurance benefits. In addition, the parties agree to meet to discuss problematic matters in any of the following situations:

- (1) HRDC imposes additional requirements before giving definitive written authorization that would permit the plan to be registered as a supplementary unemployment benefit plan;
- (2) HRDC changes its requirements during the life of the agreement;
- (3) the federal Employment Insurance system is changed insofar as parental rights are concerned; or
- (4) new employment standards regulations are enacted or the existing regulations are changed.

It is understood that such discussions would not constitute a reopening of the collective agreement.

21.33

Payments in respect of guaranteed annual salary, deferred salary or severance pay benefits shall not be reduced or increased by payments received under the plan.

## **ARTICLE 22      UNIVERSITY CLOSINGS**

---

22.01      If the President of the University declares the University closed for any reason, or the majority of non-teaching staff is not required to work during a given period, no employee shall suffer a loss of pay. Moreover, subject to the express provisions of this collective agreement, any employee whose presence is required shall receive, in addition to his regular salary for time worked, the equivalent in paid leave.

## **ARTICLE 23      BENEFITS**

---

23.01      The employees covered by this agreement have the right to participate in the University's benefit program in accordance with the terms and conditions stipulated therein, and, in particular, to be enrolled in the following plans:

1.      Employee Pension Plan
2.      Health Plan
3.      Long-Term Disability Insurance
4.      Basic Life Insurance
5.      Accidental Death and Dismemberment Insurance
6.      Optional Life Insurance
7.      Optional Dependent Life Insurance
8.      Registered Retirement Savings Plan

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

1.      Health Plan
2.      Library privileges
3.      Access to health services and sports facilities
4.      Tuition waivers in accordance with article 25

23.02      Once every year, the University shall send each employee a statement indicating his contributions to the pension plan.

23.03      An employee is eligible for a full pension as of the first day of the month coinciding with or immediately following his sixty-fifth (65th) birthday.

### **23.04      Early retirement**

(a) Notwithstanding the provisions contained in clause 23.01, an employee aged fifty-five (55) or more is eligible to take early retirement as of the first day of the month that coincides with his date of birth or of the month that follows it, subject to advance notice of at least three (3) months.

(b) 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:

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

(c) A maximum of four (4) requests for early retirement are accepted per fiscal year. These requests may not be carried over from one year to the next. If in one fiscal year the number of requests exceeds the number provided for in this paragraph, the University reserves the right to accept these requests based on the age of the employees, and to refuse requests over and above the number provided for in this paragraph. Requests refused within one fiscal year shall have priority in the following fiscal year.

23.05 The Union must be notified in writing of any changes to the plans in question.

## **ARTICLE 24 SUCCESSOR RIGHTS**

---

24.01 Should the University merge or cease operations, or should the bargaining unit expand or increase in size, all the rights and advantages of members, as stated in this collective agreement, shall be complied with.

24.02 If, during the life of this collective agreement, the University or a part thereof consolidates, amalgamates or merges with any other division, school, College or constituent element of a system of higher education in Quebec, the current bargaining unit, as defined in this collective agreement, shall remain distinct, and this collective agreement shall remain in effect.

## **ARTICLE 25 TUITION WAIVERS**

---

25.01 Permanent employees and their dependents accepted in and registered for courses given by the University are exempt from the tuition fees for credit courses at the Undergraduate or Graduate rate established for Canadian and other Students with Permanent Residence (Landed Immigrant) status. For permanent part-time employees, the exemption is prorated to the number of hours worked.

25.02 The phrase "courses given by the University" means all credit courses offered by the University.

- 25.03 For the purposes of this article, “dependents” means
- (a) a spouse as defined in article 2.03; and
  - (b) the child or children of the employee, his spouse or both, provided they are financially dependent on the employee.
- 25.04 The following persons are also entitled to a tuition waiver:
- (a) the spouse and children of an employee who died while in the employ of the University, provided they are financially dependent on the proceeds of his estate;
  - (b) an employee who has retired from the University; and
  - (c) the spouse and dependent children of an employee who has retired from the University.
- 25.05 Except as provided in clause 25.04, the tuition waiver granted to employees and their dependents is applicable only for the duration of an employee’s permanent employment at the University. The waiver ceases when the employee leaves his employment with the University. From that point onward, the employee shall be responsible for a pro-rated amount of the tuition fees that had been waived.
- If an employee is laid off, the tuition waiver shall remain in effect for the duration of the session in progress.
- An employee who, at the time of hiring, is registered for one or more courses given by the University shall be granted a tuition waiver prorated to his date of hire.
- 25.06 All University rules and regulations applicable to students also apply to employees and their dependents without exception.
- 25.07 An employee who, in order to complete a program leading to a University degree, must take a course that is not offered outside his regular working hours, may take the course during his hours of work, provided a request is made in advance to his immediate supervisor and an agreement is reached with him concerning the redistribution of his hours of work.
- (i) The University recognizes that knowledge of English and French is desirable and agrees to help employees acquire such knowledge.
  - (ii) Any employee who wishes to take French or English language credit courses offered by the University during regular working hours may do so without loss of pay, provided a request is made in advance to his supervisor. The approval of such requests shall not be unreasonably withheld.

- (iii) Any employee may take French or English non-credit language courses offered by the University's Centre for Continuing Education without loss of pay. In such a case, the employee shall pay the tuition fees and the University shall reimburse the employee upon presentation of proof that the course was completed. The approval of such requests shall not be unreasonably withheld.

## **ARTICLE 26      STUDY LEAVE**

---

- 26.01      (a) Study leave is intended to provide employees with the opportunity to pursue undergraduate study, graduate study or occupational or professional training that will increase or broaden the scope of their competency.
- (b) Employees who have completed two (2) years of permanent service with the University are eligible for study leave.
- (c) The parties consider study leave beneficial to the employees and the University. Consequently, study leave will not be unreasonably denied. Nonetheless, it is subject to the ability of the concerned department or shop to accommodate it.
- 26.02      (a) A written application for a study leave must be made to the immediate supervisor, with a copy to the Human Resources and Employee Relations department, six (6) months prior to the date at which the leave is anticipated to commence.
- (b) The application for leave shall include:
  - (i) the main reason for the leave, including, where available, proof of admission to an accredited program;
  - (ii) the specific period of the leave; and
  - (iii) the percentage of the work reduction requested.
- 26.03      Generally, a study leave will not exceed twenty-four (24) months. However, a study leave may be separated into parts which coincide with academic terms provided the total time does not exceed three (3) calendar years.
- 26.04      Normally, a study leave will not involve continuous absence from normal duties and responsibilities in excess of fifty percent (50%) of the time.



26.05 An employee's remuneration during study leave shall be calculated in accordance with the following formula:

Percentage of work	Percentage of salary
50%	60.0%
60%	67.5%
70%	75.0%
80%	82.5%
90%	90.0%

26.06 An employee's annual base salary while on leave shall be established on the basis of the employee's regular hours of work. All relevant salary adjustments shall be applied to this base salary. The salary paid shall be established in accordance with the above table.

26.07 An eligible employee who participates in the University benefit plans shall continue to do so during his leave. Pension, Life Insurance and Long-Term Disability benefits, as well as University and employee contributions, shall be calculated using the employee's base salary.

26.08 Annual vacation entitlement for an employee on study leave shall be prorated to time worked.

26.09 Approval or refusal of a study leave shall be given in writing by the immediate supervisor, with a copy to Human Resources & Employee Relations, within six (6) weeks of the date the application was received. A letter of approval shall state all the terms and conditions of the agreement. A letter of refusal shall state the reasons for the refusal.

26.10 The University shall provide statistics on study leave applications to the Union in January, April and August of each year.

26.11 An employee who has completed a study leave shall become eligible for study leave again after three (3) years of permanent service.

## **ARTICLE 27      TEMPORARY EMPLOYEES**

---

27.01 This collective agreement applies to temporary employees as follows:

**ARTICLE 1              PURPOSE OF AGREEMENT**

The article applies.

**ARTICLE 2              DEFINITIONS**

The article applies.

**ARTICLE 3              UNION RECOGNITION**

Paragraph 3.01 applies.

- ARTICLE 4                   MANAGEMENT RIGHTS**  
The article applies.
- ARTICLE 5                   UNION SECURITY**  
The article applies.
- ARTICLE 6                   UNION REPRESENTATION**  
The article applies.
- ARTICLE 7                   GRIEVANCE AND ARBITRATION PROCEDURE**  
The article applies, except where a probationary employee is laid off or dismissed.
- ARTICLE 8                   DISCIPLINARY MEASURES AND PERSONAL FILES**  
The article applies.
- ARTICLE 9                   SENIORITY**  
The article does not apply.
- Temporary employees hired for a period exceeding three (3) months are subject to a probation period of four hundred and sixty-five (465) regular hours worked. Seniority for temporary employees shall be accumulated on the basis of the number of hours worked, and serves to distinguish between said employees in the event of a layoff or a recall to work as long as the other clauses of the collective agreement are respected. A temporary employee cannot use his seniority against that of a permanent employee as long as the employee has temporary employee status.
- ARTICLE 10                  EMPLOYMENT SECURITY**  
The article does not apply.
- ARTICLE 11                  MOVEMENT OF PERSONNEL**  
The article applies, with the exception of paragraph 11.03(b).
- ARTICLE 12                  STATUTORY HOLIDAYS**  
The article does not apply.
- Temporary employees are entitled to the statutory holidays referred to in clause 12.01 of the collective agreement provided these holidays are part of their regular work schedule.
- ARTICLE 13                  HOURS OF WORK**  
The article applies.
- The schedule is established by the University. A temporary employee hired to replace a permanent full-time employee will normally work the hours of the employee that he is replacing.
- ARTICLE 14                  OVERTIME**  
The article applies.

**ARTICLE 15**

**VACATIONS**

The article does not apply.

Upon leaving, a temporary employee shall receive vacation pay equal to eight per cent (8%) of salary earned from his date of hire until the date of his departure. A temporary employee whose duration of employment exceeds twelve (12) months may take a vacation with the consent of his immediate supervisor. Paid vacation is calculated as follows:

- one and two-thirds (1 2/3) days for each month worked, up to a maximum of twenty (20) working days.

**ARTICLE 16**

**WORK ACCIDENTS**

The law applies.

**ARTICLE 17**

**SICK LEAVE**

The article does not apply.

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 employee and the University.

A temporary employee who, due to an illness or accident, is unable to perform his usual duties is entitled, at any time when his contract is in effect, to paid sick leave for a period of up to one (1) month, at the regular salary rate that the employee would have earned if he had remained at work.

A temporary employee on paid sick leave may be required to provide a medical certificate confirming that he is disabled.

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 regular salary that the temporary employee would have earned if he had remained at work. Salary insurance payments shall be made for the time that the temporary employee would have worked, notwithstanding the accident or illness, or until he returns to work, whichever occurs earlier.

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 as long as the disability begins at the earliest with the effective date of the beginning of the temporary employee's employment period.

The temporary employee shall advise his immediate supervisor or his replacement as soon as possible.

**ARTICLE 18**

**SPECIAL LEAVES**

Only paragraphs 18.01, 18.02, 18.04, 18.05 and 18.06 apply.

**ARTICLE 19**

**LEAVE WITHOUT PAY**

The article does not apply.

**ARTICLE 20**

**DEFERRED SALARY LEAVE**

The article does not apply.

**ARTICLE 21**

**PARENTAL LEAVES**

The law applies.

**ARTICLE 22**

**UNIVERSITY CLOSINGS**

The article applies.

A temporary employee shall be paid for any closings that occur during the period for which he was hired.

**ARTICLE 23**

**BENEFITS**

The article does not apply.

Temporary employees are entitled to participate in the Pension Plan in accordance with the regulations under the *Supplemental Pension Plans Act*.

**ARTICLE 24**

**SUCCESSOR RIGHTS**

The article does not apply.

**ARTICLE 25**

**TUITION WAIVERS**

The article does not apply.

**ARTICLE 26**

**STUDY LEAVE**

The article does not apply.

**ARTICLE 27**

**TEMPORARY EMPLOYEES**

The article applies.

**ARTICLE 28**

**GENERAL**

The article applies.

The current practice regarding tools and uniforms applies.

**ARTICLE 29**

**APPENDICES AND LETTERS OF AGREEMENT**

The article does not apply.

**ARTICLE 30**

**TRAINING AND DEVELOPMENT**

The article does not apply.

- ARTICLE 31 CLASSIFICATIONS AND PREMIUMS**  
A temporary employee shall be paid the salary rate of the job classification in which he was hired.
- ARTICLE 32 RETROACTIVITY AND GRANDFATHER CLAUSE**  
The article applies.
- ARTICLE 33 DURATION OF THE COLLECTIVE AGREEMENT**  
The article applies.

## **ARTICLE 28 GENERAL**

---

- 28.01 No employee shall participate in any strike, walkout, work slowdown or work stoppage during the life of this collective agreement, nor shall the University participate in any lockout during the life of this collective agreement is in force. Neither the Union, nor any officer or other Union representative shall directly or indirectly authorize, help, encourage or in any way participate in a strike, walkout, work slowdown or work stoppage during the life of this collective agreement.
- 28.02 The University shall provide a copy of this collective agreement to each employee. The parties shall share the translation costs.
- 28.03 The University shall make a suitable area available to the employees for eating, changing and showering.
- 28.04 **Protective clothing and safety equipment**
- (a) Each year, cotton gloves and overalls shall be provided as needed to all employees who require them to perform their work. If the University decides that additional protective clothing is necessary, it shall supply the clothing to the employees.
  - (b) The University shall ensure that the equipment and workplaces conform to the *Act respecting occupational health and safety*.
  - (c) The University shall consider the employees' recommendations regarding safety equipment.
  - (d) The current practice of providing pants, shirts and safety glasses remains in force.
  - (e) The University shall provide raincoats and winter coats to employees who require them to perform their work.
  - (f) Each year, the University shall provide a pair of safety boots, a pair of shoes, or, where prescribed by a physician, a pair of orthopedic boots, which must be worn during working hours. The model and maximum price to be paid by the University shall be established each year by the Health and Safety Committee.

28.05 The existing portable air conditioners for the kitchens shall remain in place and the University shall ensure they are maintained or replaced when broken.

28.06 The University shall provide the necessary tools in accordance with current practice.

28.07 All official correspondence between the parties regarding the administration of this collective agreement shall be sent by mail or facsimile to the following official addresses of the parties:

Canadian Marine Officers' Union  
9670 Notre-Dame Street East  
Montréal, Quebec H1L 3P8  
Facsimile: (514) 354-8368

and

Concordia University  
Employee & Labour Relations Office  
1455 De Maisonneuve Boulevard West, Suite ER 500  
Montréal, Quebec H3G 1M8  
Facsimile: (514) 848-4229

28.08 **Parking**

The University shall reimburse employees for parking expenses that they must incur by reason of a temporary assignment outside their campus.

28.09 **Non-Discrimination**

The University shall comply with University policies in force on September 26, 2003, concerning discrimination, harassment and sexual harassment.

28.10 **Technological change**

A technological change is any major change that could result in the abolishment or creation of one or more positions and/or changes in the requirements of one or more positions arising from the introduction of new technology, a new technique or new equipment that results in the modification of a classification.

The University shall give the University written notice of its intention to introduce a technological change, and the nature and purpose of the change, at least three (3) months prior to the expected date of its introduction.

No later than twenty (20) working days after the Union receives the notice, the University shall convene the Labour Relations Committee to discuss the matter.

Any training that the University considers necessary to enable employees affected by the technological change to fulfil their new duties shall be at the University's expense. Whenever possible, such training shall be given during working hours, without loss of rights or benefits.

## **ARTICLE 29      APPENDICES AND LETTERS OF AGREEMENT**

---

29.01            The appendices and letters of agreement are an integral part of this collective agreement.

## **ARTICLE 30      TRAINING**

---

### **30.01            Reimbursement of occupational training expenses**

A permanent employee who wishes to be reimbursed for a course related to his duties shall submit a written request to the immediate supervisor before the training is to begin. The University shall not withhold approval of such requests unreasonably.

The employee shall be reimbursed up to two hundred dollars (\$200.00) for each course related to the duties that he performs.

The sum of two hundred dollars (\$200.00) includes registration fees, books and other requisite school supplies. The registration fees shall be reimbursed within thirty (30) calendar days of a certification that the course was successfully completed.

No more than two (2) completed courses, including summer session courses, shall be reimbursed over a twelve (12) month period beginning June 1 and ending the following May 31.

If the employee leaves his employment or is dismissed for just cause within twelve (12) months of receiving this reimbursement, the employee must reimburse the said amount to the University.

The courses must be taken outside regular working hours.

### **30.02            Reimbursement for permit or licence costs**

The University shall reimburse costs related to the issuance or renewal of permits and certificates of competence required by the University.

If an employee must take an exam to obtain a permit or certificate of competency that is required to fulfil the requirements of his trade, he is entitled to a day of leave without loss of regular pay in addition to examination-related costs.

30.03 **Skill upgrading**

All employees who wish to take training courses related to their duties shall submit a request in this regard to their immediate supervisor. The University shall not withhold the approval of such requests unreasonably.

Employees who take such training courses during normal working hours shall suffer no loss of salary.

## **ARTICLE 31 CLASSIFICATION AND PREMIUMS**

---

31.01 An employee shall receive the salary corresponding to his job classification, in accordance with Appendix 1.

31.02 An employee occasionally required by the University to work a full shift in a group whose grade is lower than his own shall be paid at the rate of the higher grade for the work performed.

An employee occasionally required by the University to work a full shift in a group whose grade is higher than his own shall be paid at the rate of his current grade for the work performed, except in the event of a layoff procedure under article 10.

31.03 **Meal premium**

An employee required to work at least two (2) hours of overtime immediately after his regular shift shall receive a meal premium of seven dollars (\$7.00) in cash. An additional meal premium of seven dollars (\$7.00) is allotted for each additional period of four (4) consecutive overtime hours. As of January 1, 2007, the meal premium shall be increased to eight dollars (\$8.00).

The employee is entitled to a half-hour paid meal break immediately after his regular work day.

When an employee has worked more than four (4) consecutive hours of overtime, he is entitled to a half-hour paid meal period. This clause is also applicable on Saturdays and Sundays based on the hours worked, and in the event of a call-back to work for more than four (4) hours, even if the work was scheduled in advance.

Boiler room relief employees doing maintenance work are entitled to a paid half-hour meal break immediately after their normal working hours. Overtime begins as soon as the normal working hours are finished.

31.04 **Shift premiums**

(a) The premium for each hour worked between 3 p.m. and midnight is sixty-five cents (\$0.65). Effective June 1, 2007, this premium shall be increased to seventy cents (\$0.70).



- (b) The premium for each hour worked between midnight and 7 a.m. is one dollar and ten cents (\$1.10). Effective June 1, 2007, this premium shall be increased to one dollar and fifteen cents (\$1.15).
- (c) This premium is paid directly and is not added to the regular salary rate when calculating pay for overtime.

An employee may not receive this premium when he receives the rate for overtime work.

**31.05 Group leader premium**

An employee who holds the position of group leader shall receive a premium of two dollars (\$2.00) for each hour worked.

Should the amount of this premium be increased, the new amount shall be paid to all employees assigned to the position of group leader.

---

**ARTICLE 32 RETROACTIVITY AND GRANDFATHER CLAUSE**

32.01 If the Québec government's salary policy provides for salary increases greater than those provided for in this collective agreement, the Québec government salary policy shall apply, provided the University receives the appropriate funding.

32.02 Any retroactivity amount resulting from the application of the salary policy set out in Appendix 1 shall be paid on all salaries that the University has paid to the employee for the period in question, on the basis of two thousand and fifteen (2015) or two thousand and twenty-eight (2028) hours, as the case may be. However, any retroactivity amount already paid to the employee shall be deducted from the amount owing. The University shall pay any retroactivity amount within twenty (20) working days after the University is notified that the collective agreement has been ratified at the members' meeting.

All employees who are no longer within the bargaining unit shall also benefit from retroactivity. They must submit a written application to the Employee & Labour Relations Office no more than thirty (30) days after the signature of the collective agreement. The University shall pay any retroactivity amount no more than thirty (30) days after receiving the request.

---

**ARTICLE 33 DURATION OF AGREEMENT**

33.01 The terms of this agreement shall be in force from the date of its signature until May 31, 2008.

33.02 Notwithstanding clause 33.01, this agreement shall remain in force until the signature of a new collective agreement.

**IN WITNESS WHEREOF**, the parties have signed at Montréal, on the \_\_\_\_\_ day of \_\_\_\_\_ 2005.

**For the University**

\_\_\_\_\_  
Dr. Claude Lajeunesse  
President

\_\_\_\_\_  
Michael Di Grappa  
Vice-President, Services

\_\_\_\_\_  
Peter Bolla  
Executive Director, Facilities Management

\_\_\_\_\_  
Richard Young  
Director, Facilities Operations

\_\_\_\_\_  
Andrée-Anne Bouchard  
Employee Relations Advisor

\_\_\_\_\_  
Ariane Tennant  
Employee Relations Advisor

**For the Union**

\_\_\_\_\_  
Richard Vézina  
President, CMOU

\_\_\_\_\_  
François Latreille  
Vice-President, CMOU

\_\_\_\_\_  
Eddy Ginocchi  
Principal Delegate

\_\_\_\_\_  
Michael Brady  
Electrical Maintenance Steward

\_\_\_\_\_  
Alessandro Berardelli  
Mechanical Maintenance Steward

\_\_\_\_\_  
Daniel Cuillierier  
Architectural Maintenance Steward

\_\_\_\_\_  
Daniel Leduc  
Architectural Maintenance Steward

\_\_\_\_\_  
Martin Dicaire  
Boiler Room Steward

\_\_\_\_\_  
Benoît Lachance  
Distribution Steward

## **APPENDIX 1**

## **SALARIES AND SALARY POLICY**

---

Employees shall receive their pay every Thursday by direct deposit.

All employees who were in the employ of the University on April 1, 2002, shall receive a lump sum of one hundred and fifty dollars (\$150.00).

On June 1, 2002, the hourly base salaries in effect on May 31, 2002, shall be increased by 3.0%.

On June 1, 2003, the hourly base salaries in effect on May 31, 2003, shall be increased by 3.0%.

On June 1, 2004, the hourly base salaries in effect on May 31, 2004, shall be increased by 3.0%.

On June 1, 2005, the hourly base salaries in effect on May 31, 2005, shall be increased by 3.0%.

On June 1, 2006, the hourly base salaries in effect on May 31, 2006, shall be increased by 3.0%.

On June 1, 2007, the hourly base salaries in effect on May 31, 2007, shall be increased in accordance with the Québec government's salary policy.

## 2002-2007 PAY SCALE

		June 1, 2002	June 1, 2003	June 1, 2004	June 1, 2005	June 1, 2006	June 1, 2007 *
Électricien	Electrician	\$19.87	\$20.47	\$21.08	\$21.71	\$22.36	
Apprenti 5	Apprentice 5	\$18.74	\$19.30	\$19.88	\$20.48	\$21.09	
Apprenti 4	Apprentice 4	\$18.05	\$18.59	\$19.15	\$19.72	\$20.31	
Apprenti 3	Apprentice 3	\$17.39	\$17.91	\$18.45	\$19.00	\$19.57	
Apprenti 1 & 2	Apprentice 1 & 2	\$16.84	\$17.35	\$17.87	\$18.41	\$18.96	
Apprenti taux de base	Apprentice base rate	\$16.03	\$16.51	\$17.01	\$17.52	\$18.05	
Préposé aux lumières	Lampman	\$14.96	\$15.41	\$15.87	\$16.35	\$16.84	
Plombier	Plumber	\$19.87	\$20.47	\$21.08	\$21.71	\$22.36	
Apprenti 5	Apprentice 5	\$18.74	\$19.30	\$19.88	\$20.48	\$21.09	
Apprenti 4	Apprentice 4	\$18.05	\$18.59	\$19.13	\$19.72	\$20.31	
Apprenti 3	Apprentice 3	\$17.39	\$17.91	\$18.45	\$19.00	\$19.57	
Apprenti 1 & 2	Apprentice 1 & 2	\$16.84	\$17.35	\$17.87	\$18.41	\$18.96	
Apprenti taux de base	Apprentice base rate	\$16.03	\$16.51	\$17.01	\$17.52	\$18.05	
Frigoriste	Refrigeration Mechanic	\$19.87	\$20.47	\$21.08	\$21.71	\$22.36	
Technicien en contrôles	Controls Technician	\$19.87	\$20.47	\$21.08	\$21.71	\$22.36	
Aide	Helper	\$15.69	\$16.16	\$16.64	\$17.14	\$17.65	
Mécanicien de l'entretien	Maintenance Mechanic	\$19.87	\$20.47	\$21.08	\$21.71	\$22.36	
Apprenti- mécanicien 2	Apprentice Mechanic 2	\$17.88	\$18.42	\$18.97	\$19.54	\$20.13	
Apprenti- mécanicien 1	Apprentice Mechanic 1	\$15.88	\$16.36	\$16.85	\$17.36	\$17.88	
Mécanicien de machines fixes	Operating Engineman	\$18.62	\$19.18	\$19.76	\$20.35	\$20.96	
Mécanicien de machines fixes de quart	Shift Engineman	\$19.91	\$20.51	\$21.13	\$21.76	\$22.41	
Mécanicien de machines fixes	Stationary Engineman	\$18.62	\$19.18	\$19.76	\$20.35	\$20.96	
Maître serrurier	Master Locksmith	\$19.26	\$19.84	\$20.44	\$21.05	\$21.68	
Apprenti 5	Apprentice 5	\$18.10	\$18.64	\$19.20	\$19.78	\$20.37	
Apprenti 4	Apprentice 4	\$16.36	\$16.85	\$17.36	\$17.88	\$18.42	
Apprenti 3	Apprentice 3	\$15.40	\$15.86	\$16.34	\$16.83	\$17.33	
Apprenti 2	Apprentice 2	\$14.42	\$14.85	\$15.30	\$15.76	\$16.23	
Apprenti 1	Apprentice 1	\$13.47	\$13.87	\$14.29	\$14.72	\$15.16	

		June 1, 2002	June 1, 2003	June 1, 2004	June 1, 2005	June 1, 2006	June 1, 2007 *
Serrurier	Locksmith	\$18.03	\$18.57	\$19.13	\$19.70	\$20.29	
Apprenti 5	Apprentice 5	\$15.87	\$16.35	\$16.84	\$17.35	\$17.87	
Apprenti 4	Apprentice 4	\$15.33	\$15.79	\$16.26	\$16.75	\$17.25	
Apprenti 3	Apprentice 3	\$14.41	\$14.84	\$15.29	\$15.75	\$16.22	
Apprenti 2	Apprentice 2	\$13.52	\$13.93	\$14.35	\$14.78	\$15.22	
Apprenti 1	Apprentice 1	\$12.63	\$13.01	\$13.40	\$13.80	\$14.21	
Ébéniste	Cabinet Maker	\$19.26	\$19.84	\$20.44	\$21.05	\$21.68	
Apprenti 5	Apprentice 5	\$18.10	\$18.64	\$19.20	\$19.78	\$20.37	
Apprenti 4	Apprentice 4	\$16.36	\$16.85	\$17.36	\$17.88	\$18.42	
Apprenti 3	Apprentice 3	\$15.40	\$15.86	\$16.34	\$16.83	\$17.33	
Apprenti 2	Apprentice 2	\$14.42	\$14.85	\$15.30	\$15.76	\$16.23	
Apprenti 1	Apprentice 1	\$13.47	\$13.87	\$14.29	\$14.72	\$15.16	
Menuisier	Carpenter	\$18.03	\$18.57	\$19.13	\$19.70	\$20.29	
Apprenti 5	Apprentice 5	\$16.89	\$17.40	\$17.92	\$18.46	\$19.01	
Apprenti 4	Apprentice 4	\$15.33	\$15.79	\$16.26	\$16.75	\$17.25	
Apprenti 3	Apprentice 3	\$14.41	\$14.84	\$15.29	\$15.75	\$16.22	
Apprenti 2	Apprentice 2	\$13.52	\$13.93	\$14.35	\$14.78	\$15.22	
Apprenti 1	Apprentice 1	\$12.63	\$13.01	\$13.40	\$13.80	\$14.21	
Peintre	Painter	\$17.74	\$18.27	\$18.82	\$19.38	\$19.96	
Apprenti 5	Apprentice 5	\$16.60	\$17.10	\$17.61	\$18.14	\$18.68	
Apprenti 4	Apprentice 4	\$15.07	\$15.52	\$15.99	\$16.47	\$16.96	
Apprenti 3	Apprentice 3	\$14.19	\$14.62	\$15.06	\$15.51	\$15.98	
Apprenti 2	Apprentice 2	\$13.31	\$13.71	\$14.12	\$14.54	\$14.98	
Apprenti 1	Apprentice 1	\$12.41	\$12.78	\$13.16	\$13.55	\$13.96	

		June 1, 2002	June 1, 2003	June 1, 2004	June 1, 2005	June 1, 2006	June 1, 2007 *
Homme à tout faire	Handyman	\$18.03	\$18.57	\$19.13	\$19.70	\$20.29	
Apprenti 5	Apprentice 5	\$16.89	\$17.40	\$17.92	\$18.46	\$19.01	
Apprenti 4	Apprentice 4	\$15.33	\$15.79	\$16.26	\$16.75	\$17.25	
Apprenti 3	Apprentice 3	\$14.41	\$14.84	\$15.29	\$15.75	\$16.22	
Apprenti 2	Apprentice 2	\$13.52	\$13.93	\$14.35	\$14.78	\$15.22	
Apprenti 1	Apprentice 1	\$12.63	\$13.01	\$13.40	\$13.80	\$14.21	
Coordinateur des déménagements	Moving Coordinator	\$19.90	\$20.50	\$21.12	\$21.75	\$22.40	
Manutentionnaire	Receiver/Shipper	\$14.97	\$15.42	\$15.88	\$16.36	\$16.85	
Préposé à la réception	Receiving Clerk	\$15.86	\$16.34	\$16.83	\$17.33	\$17.85	
Chauffeur de camion	Truck Driver	\$16.83	\$17.33	\$17.85	\$18.39	\$18.94	
Aide au chauffeur de camion	Truck Helper	\$14.40	\$14.83	\$15.28	\$15.74	\$16.21	
* The Québec government's salary policy applies.							

## APPENDIX 2

## CERTIFICATION OF BARGAINING UNIT

---

**PAR CES MOTIFS,** le commissaire général du travail

**ACCUEILLE** la présente requête ;

**ACCRÉDITE** l'association requérante, SYNDICAT CANADIEN DES OFFICIERS DE MARINE MARCHANDE, pour représenter :

**« Toutes et tous les employé-e-s de l'Université Concordia dont le salaire émane du budget de fonctionnement de l'Université Concordia, occupant les postes de plombiers, apprentis-plombiers, mécaniciens en réfrigération, électriciens, apprentis-électriciens, techniciens de contrôle électrique, préposés aux lumières, maîtres serruriers et leurs apprentis, serruriers et leurs apprentis, menuisiers-ébénistes, leurs apprentis menuisiers et leurs apprentis, peintres et leurs apprentis, hommes à tout faire, techniciens de contrôle et leurs aides, mécaniciens de machines fixes et leurs aides, mécaniciens de quart, mécaniciens d'entretien, mécaniciens-opérateurs, techniciens en mécanique du bâtiment, techniciens en mécanique du bâtiment juniors, chauffeurs de camion et les aides, commis manutentionnaires et chauffeurs-coordonnateurs de déménagement, à l'exclusion de celles et ceux déjà assujettis à une autre accréditation. »**

À l'emploi de l'université mis en cause :

### **UNIVERSITÉ CONCORDIA**

1455, boulevard de Maisonneuve Ouest, ER-107  
Montréal (Québec) H3G 1M8

### **Établissements visés :**

#### **Campus Sir George William**

1455, boulevard de Maisonneuve Ouest  
Montréal (Québec) H3G 1M8

#### **Campus Loyola**

7141, rue Sherbrooke Ouest  
Montréal (Québec) H4B 1R6

Dossier : **AM-1005-4297**

**Montréal, le 20 juin 2002**

**1. DÉFINITIONS**

---

- 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 “**DSLPL**” 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 the withheld portion of the salary is paid by the University and from which payments are made to participants in accordance with the terms of the DSLPL.
- 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 DSLPL has been granted.
- 1.09 A “**plan year**” or “**year of plan participation**” consists of twelve (12) months.
- 1.10 “**Trustee**” means a trust company incorporated under the laws of Canada or a province.
- 1.01

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 participant during the entire deferral period. In no case is the deferred salary to exceed 33 1/3% of the earnings. The percentage achieved by multiplying the deferral period by the percentage withheld is not to exceed 100%.



- 2.02 The trustee will establish and maintain on its books for the fund a separate account for each participant. He will hold and invest the deferred salary received in accordance with the provisions of the trust agreement. Investments will be made in the trustee's (type of investment) and will bear interest at the applicable rate for such an account..
- 2.03 Before the end of each calendar year, the Trustee shall pay the participant the interest earned on the total amount of deferred salary which the Trustee is holding in the Fund for the participant.
- 2.04 The Trustee shall remit an annual statement to each participant, 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,
- 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 their 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 A 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**

Contract between

Concordia University  
hereinafter "the University"

and

Last name \_\_\_\_\_

First name \_\_\_\_\_  
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, the day of \_\_\_\_\_, 20\_\_ .

\_\_\_\_\_  
University

\_\_\_\_\_  
Employee

## **APPENDIX 4**

## **CONVERSION TO PERMANENT STATUS**

---

On the date of signature of this collective agreement, the University shall convert the following employees' temporary positions into permanent positions.

- Richard Ford
- Felice Padula
- Steven St-Arnaud
- Brian Noseworthy
- Pasquale Tafuto
- Jan Raso
- Steve Ranger-Dubé
- Luc Lagacé
- Jonathan Winter
- Alexander Galdamez

## APPENDIX A

---

### Particular working conditions applicable to boiler room employees at the Sir George Williams and Loyola Campuses

#### ARTICLE 1 HOURS OF WORK

---

- 1.01 (a) The regular work week for all employees is thirty-nine (39) hours in accordance with the schedule of working hours set out in this Appendix.
- (b) Employees are entitled to a cumulative credit of fifteen (15) minutes for each week actually worked, paid at the regular rate.
- (c) The calendar day for employees who do not work rotating shifts begins at 12:01 a.m. and ends at midnight.
- (d) The calendar day for employees who work twelve-hour rotating shifts begins at 7:00 a.m. and ends at 6:59 a.m. the following day.

1.02 The pay week begins on Sunday at 7:00 p.m. and ends at 6:59 p.m. the following Sunday.

- 1.03 (a) An employee occasionally required by the University to work a full shift in a group whose grade is higher than his own shall be paid at the rate of the higher grade for the work performed.

An employee occasionally required by the University to work a full shift at a grade lower than his own shall be paid at the rate of his current grade for the work performed, except in the event of a layoff procedure under article 10.

- (b) Except where the employee is a shift engineman, the University is not required to replace an employee who cannot report to work by reason of illness, work accident, special leave or union leave.
- (c) A shift engineman shall remain at his post until a replacement group member arrives, but cannot be required to work more than eighteen (18) consecutive hours.
- (d) When the sports complexes are operating during the winter, the main boiler room operator may be required to perform the required checks there.

1.04 **Overtime**

Notwithstanding paragraph 14.02(d), the parties agree that overtime shall be voluntary, except for employees who work rotating shifts. In accordance with clause 1.03, such employees shall remain at their post until their replacement has arrived. In the event of a grievance, the burden shall be on the University to prove that there was an emergency contemplated in paragraph 14.02(b).

1.05 **Rotation of groups**

- (a) The schedule for each rotating group, set out in Appendix A, shall include a shift engineman.
- (b) The shift schedule set out in Appendix A shall remain in force for the duration of this collective agreement. However, the University reserves the right to modify a posted shift schedule on twenty-one (21) days' notice in order to replace shift enginemen. Any other change must be mutually agreed upon by the immediate supervisor and the affected employee.

1.06 **Trading shifts**

Shift employees may trade shifts with each other, provided the request to such effect is submitted to the head stationary engineman on the appropriate form at least twenty-four (24) hours before the beginning of the shift in question. The head stationary engineman shall give the reasons for refusing such a request in writing to the employee.

Such a practice shall not result in additional expenses for the University.

**ARTICLE 2 OVERTIME AND OTHER PREMIUMS**

---

2.01 **Remuneration for time worked on a Saturday as part of the regular schedule**

↪ One and one-quarter (1¼) times the base hourly salary.

2.02 **Remuneration for time worked on a Sunday as part of the regular schedule**

↪ One and one-half (1½) times the base hourly salary.

**ARTICLE 3 MISCELLANEOUS**

---

3.01 (a) Past policy regarding the amount of clothing is maintained.

(b) The University shall install a portable air conditioner in the kitchen and shall ensure that it is maintained for replaced when broken, as well as a refrigerator.

3.02 Upon switches between daylight saving time and standard time, which occur during the evening shift, the following rules govern the payment of employees:

(a) An employee who works the additional hour shall be paid at the overtime rate for that hour.

(b) An employee who works one hour less shall be paid in accordance with his regular schedule.

**ARTICLE 4 SCHEDULE OF WORKING HOURS**

---

See the schedule on page 71.

**ARTICLE 5 COFFEE AND MEAL BREAKS**

---

5.01 The current practice regarding coffee and meal breaks, and the premium of five dollars (\$5.00) per week for employees of the Loyola boiler room, shall remain in effect for the duration of this collective agreement.

**ARTICLE 6 SIR GEORGE WILLIAMS CAMPUS BOILER ROOM WORK DEFINED**

---

6.01 Stationary enginemen are responsible for the general maintenance of the Campus boiler room and buildings. This includes all related equipment, namely heating and air conditioning, ventilation, ducts, collectors, valves, controls, convectors and hot water tanks in the Campus boiler room and buildings based on the needs determined by the University when such work is permitted by law.

6.02 The current practice regarding the department's plumbing maintenance is maintained as specified in the letter of agreement between the parties dated November 30, 2005.

**ARTICLE 7 SENIORITY**

---

CASTELLETTI, JACQUES	19710517	permanent
JOLICOEUR, MICHEL	19721016	permanent
BERTRAND, ROBERT	19730829	permanent
POULIOT, ROBERT	19740207	permanent
BOURQUE, JACQUES	19810622	permanent
VAILLANCOURT, SYLVAIN	19890522	permanent
BEGIN, PIERRE	19890605	permanent
DENAULT, NOEL	19910923	permanent
LUCIANO, GIUSEPPE	19930413	permanent
LABRECQUE, NANCY	19930712	permanent
GUERTIN, RICHARD	19950717	permanent
DICAIRE, MARTIN	19990525	permanent
MOREAU, MARILYNE	20000601	permanent
RANGER-DUBE, STEVE	20020608	permanent
LACHAPELLE, CLAUDE	20021127	permanent
LAGACE, LUC	20021216	permanent
CHRISTIE, CARL	20050527	temporary
LUPIEN, GILBERT	20050607	temporary

### Boiler Room Work Schedule

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	
	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	Fr	Sa	Su	M	T	W	Th	F	Sa	Su	
<b>SIR GEORGE WILLIAMS</b>																													
	-	-	N	N	-	-	-	D	D	-	-	N	N	N	-	-	-	D	D	-	-	N	N	-	-	-	D	D	
	N	N	-	-	-	D	D	-	-	N	N	-	-	-	D	D	-	-	N	N	N	-	-	-	D	D	-	-	
	-	-	-	D	D	-	-	N	N	-	-	-	D	D	-	-	N	N	-	-	-	D	D	-	-	N	N	N	
	D	D	-	-	N	N	N	-	-	-	D	D	-	-	N	N	-	-	-	D	D	-	-	N	N	-	-	-	
	7/19	7/16	7/16	7/16	-	-	-	-	7/19	7/16	7/16	7/16	-	-	7/19	7/16	7/16	7/16	-	-	-	7/16	7/16	D	7/16	-	-	-	
	7/16	7/19	7/16	7/16	-	-	-	-	7/19	7/16	7/16	-	-	-	7/16	7/19	7/16	7/16	-	-	-	7/16	7/19	7/16	7/16	-	-	-	
	-	7/16	D	7/16	7/16	-	-	-	7/16	7/19	7/16	7/16	-	-	-	7/16	7/19	7/16	7/16	7/16	-	-	-	7/19	7/16	7/16	7/16	-	-
	7/16	7/19	7/16	7/16	-	-	-	7/16	7/16	D	7/16		-	-	7/16	7/16	D	7/16		-	-	7/16	7/16	7/19	7/16	-	-	-	
		7/16	7/19	7/16	7/16	-	-	-	7/16	7/19	7/16	7/16	-	-	-	7/16	7/19	7/16	7/16	7/16	-	-	-	7/16	7/19	7/16	7/16	-	-
	7/19	7/16	7/16	7/16	-	-	-	7/16	7/19	7/16	7/16		-	-	7/19	7/16	7/16	7/16	7/16	-	-	-	7/19	7/16	7/16	7/16	-	-	-
	-	7/19	7/16	7/16	7/16	-	-	-	7/16	D	7/16	7/16	-	-	-	7/16	7/19	7/16	7/16	7/16	-	-	-	7/16	7/19	7/16	7/16	-	-
<b>LOYOLA</b>																													
	7/19	7/16	7/16	7/16	-	-	-	7/16	7/16	7/19	7/16	-	-	-	7/19	7/16	7/16	7/16	-	-	-	7/19	7/16	7/16	7/16	-	-	-	
	7/16	7/16	7/19	7/16	-	-	-	7/16	7/16	7/19	7/16	-	-	-	7/16	7/16	7/19	7/16	-	-	-	7/16	7/16	7/19	7/16	-	-	-	
	-	7/16	7/16	7/19	7/16	-	-	-	7/16	7/16	7/19	7/16	-	-	-	7/16	7/16	7/19	7/16	7/16	-	-	-	7/16	7/16	7/19	7/16	-	-
	-	7/19	7/16	7/16	7/16	-	-	-	7/19	7/16	7/16	7/16	-	-	-	7/19	7/16	7/16	7/16	7/16	-	-	-	7/19	7/16	7/16	7/16	-	-



## APPENDIX B

---

### PARTICULAR WORKING CONDITIONS APPLICABLE TO EMPLOYEES OF THE DISTRIBUTION DEPARTMENT

#### ARTICLE 1 HOURS OF WORK

---

1.01 (a) With the exception of the shipping and receiving clerk, all employees shall work thirty-eight and three-quarters (38¾) hours, and the work day shall be seven and three-quarters (7¾) hours, Monday to Friday from 7:45 a.m. to 4 p.m.

Every employee is entitled to a one-hour meal period during his regular working day, thirty (30) minutes of which shall be paid. The working day does not include any coffee breaks.

The pay week begins at 12:01 a.m. on Saturday and ends the following Friday at midnight.

(b) The regular work week for shipping and receiving clerks shall be thirty-five (35) hours, and the work day shall consist of seven (7) hours, Monday to Friday from 8:30 a.m. to 4:00 p.m.

#### ARTICLE 2 ACQUIRED RIGHTS

---

2.01 An employee whose benefits or privileges are superior to those granted by the provisions of this collective agreement shall, to the extent that this agreement is concerned, continue to benefit from such advantages, benefits and privileges, except where the circumstances which gave rise to them have changed.

#### ARTICLE 3 SENIORITY

---

PARRY, BRIAN	19781030	permanent
LACHANCE, BENOIT	19790507	permanent
MEANEY, BRIAN J.	19890823	permanent
RUSSO, MIKE	19900815	permanent
GENDRON, MICHEL	19910325	permanent
DA COSTA, MANUEL	19920525	permanent
GALLANT, GUY	19920601	permanent
LENHAN, NORMAN	19940502	permanent
PARENT, FRANCOIS	20000811	permanent
PADULA, FELICE	20001127	permanent
NOSEWORTHY, BRIAN	20011027	permanent
TAFUTO, PASQUALE	20011129	permanent
RASO, JAN	20020603	permanent
WINTER, JONATHAN	20031001	permanent
GALDAMEZ, ABEL ALEXANDER	20031204	permanent
RUSSO, ANTONIO	20050214	temporary

## APPENDIX C

---

### PARTICULAR WORKING CONDITIONS APPLICABLE TO EMPLOYEES WORKING IN THE ELECTRICAL DEPARTMENT

#### ARTICLE 1 HOURS OF WORK

---

1.01 (a) The regular work week for all employees on the day shift is thirty-eight and three-quarters (38¾) hours spread over four (4) consecutive working days in accordance with one of the following two schedules:

- Monday to Wednesday from 7:00 a.m. to 4:45 p.m. and Thursday from 7:00 to 4:30 p.m.

or

- Tuesday to Thursday from 7:00 a.m. to 4:45 p.m. and Friday from 7:00 a.m. to 4:30 p.m.

(b) A working day includes a thirty (30) minute paid meal period.

A working day does not include paid breaks. However, workers may bring a snack to their work assignment and eat it on the premises without interrupting their work.

(c) This schedule must not increase operating costs.

(d) The immediate supervisor shall establish the work schedules. A schedule can be changed as needed on two (2) working days' notice.

(e) If the University implements an evening shift, the employees' schedules shall be established on a rotating basis. Once established, each employee's schedule shall be posted and shall remain in effect unless the parties agree to a change.

Two employees may trade a full week's work schedule with each other. Requests to such effect must be submitted to the immediate supervisor no less than twenty-four (24) hours in advance. Such trades must not cause the University to incur additional expenses. If a supervisor refuses such a request, he must justify his decision in writing.

1.02 For the purposes of applying this work schedule, all provisions of the collective agreement shall apply, subject to the following terms and conditions:

a) **Special and personal leaves**

The four (4) day schedule shall neither decrease nor increase the number of days of special or personal leave provided for in article 18.

When an employee uses a day of special leave provided for in article 18, he shall be paid the equivalent of a scheduled day of work, but shall remit, as time, the difference between seven and three-quarters (7¾) hours and the number of hours in the scheduled day.

Personal leave days provided for in article 18 are calculated and applied in hours and/or quarter-hours.

**b) Statutory holidays**

The application of article 12 shall be suspended during any week that includes a statutory holiday referred to in this collective agreement. During such weeks, employees shall work the regular schedule, i.e. one 7¾-hour statutory holiday and four 7¾-hour days, and paragraph 1.01(b) shall apply.

**c) Sick leave**

Sick leave days referred to in article 17 shall be calculated and applied in hours and/or quarter-hours.

**d) Vacations**

The four-day schedule shall not have the effect of reducing or increasing the hours of vacation to which an employee is entitled under article 15.

No more than six (6) employees may take their vacations at the same time:

- three (3) electricians (including an electric control electrician);
- two (2) electrician apprentices and;
- one (1) lampman

**e) Trial and probationary periods:**

For the purpose of calculating probationary and trial periods, the regular work week is deemed to be of five (5) working days for employees benefiting from a four (4) day work week.

**f) Overtime**

Extra time beyond scheduled hours for a given day, or beyond thirty-eight and three-quarters (38¾) hours in a given week, shall be considered overtime.

**g) Rotation of groups**

The University is not required to replace an absent employee that was scheduled to work on an evening shift. Moreover, not more than once a week, and on two (2) working days' notice, the University may abolish the evening group where the requisite staff is not available or where the University is of the opinion that the staff would be more helpful on the day shift.

The four (4) day schedule does not apply to the evening shift.

1.03

The pay week begins at 12:01 a.m. on Saturday and ends at midnight the following Friday.

## **ARTICLE 2 CLASSIFICATION AND SALARIES**

---

- 2.01 (a) The salary rates for electrician helpers admitted to the University's apprenticeship program, upon submission of a certification recognized by the Bureau des examinateurs électriciens, are based on the difference between the rate established for a licensed apprentice and the rate established for a helper.
- (b) The salary rate for helpers admitted to the apprenticeship program is determined as follows:
- 1st and 2nd years: 30% of the difference between the helper's rate and the licenced apprentice's rate.
- 3rd year: 50% of the difference between the helper's rate and the licensed apprentice's rate.
- 4th year: 75% of the difference between the helper's rate and the licensed apprentice's rate.
- 5th year: 100% of the difference between the helper's rate and the licensed apprentice's rate.
- (c) An employee who does not obtain an electrician's qualification certificate issued by Ministère de la Main-d'oeuvre et de la Sécurité du Revenu, or an attestation, remains an electrician helper at the hourly rate for the 4th year.
- (d) As of the date of signature of this collective labour agreement (June 28, 2001), employees who are apprentice plumbers and electricians and who hold, in respect of their respective trades, a qualification certificate or experience certificate pursuant to the *Regulation respecting the vocational training and qualification of manpower covering electricians, pipe fitters, elevator mechanics and electrical machinery operators in sectors other than the construction industry*, shall be paid the same salary rate as an employee in a designated electrician or plumber position.

## **ARTICLE 3 ACQUIRED RIGHTS**

---

- 3.01 An employee who, as of February 12, 1982, benefited from advantages or privileges superior to the terms provided for in this collective agreement concerning the number of vacation days, the number or the procedure for statutory holidays and the overtime rate, shall continue to benefit from these advantages or privileges for the duration of the collective agreement.
- 3.02 An employee who benefits from advantages or privileges superior to the terms provided for in this collective agreement with regard to salary shall continue to benefit from these advantages or privileges for the duration of the collective agreement, provided, however, that the content of the job remains substantially the same.

**ARTICLE 4 SENIORITY**

---

SGROSSO, LUIGI	19660815	permanent
AYOTTE, ARTHUR	19700818	permanent
VARDON, GERALD S.	19750203	permanent
LALONDE, SERGE	19770725	permanent
BRADY, MICHAEL	19791119	permanent
OUDOMVILAY, KHAMMO	19800129	permanent
BRADSHAW, SEAN W.	19810525	permanent
HAMEL, ROBERT	19890529	permanent
MAROTTE, STEPHANE	20010828	permanent
DUCHESNE, BENOIT	20050104	permanent

## APPENDIX D

---

### PARTICULAR WORKING CONDITIONS APPLICABLE TO EMPLOYEES WORKING IN THE PLUMBING DEPARTMENT

#### ARTICLE 1 HOURS OF WORK

---

1.01 (a) The regular work week for all employees on the day shift is thirty-eight and three quarters (38¾) hours spread over four (4) consecutive working days in accordance with one of the following two schedules:

- Monday from 7:00 a.m. to 6:45 p.m. and Tuesday to Thursday from 7:00 a.m. to 4:00 p.m.

or

- Tuesday from 7:00 a.m. to 6:45 p.m. and Wednesday to Friday from 7:00 a.m. to 4:00 p.m.

(b) A working day includes a thirty (30) minute paid meal period.

A working day does not include paid breaks. However, workers may bring a snack to their work assignment and eat it on the premises without interrupting their work.

(c) This schedule must not increase operating costs.

(d) The immediate supervisor shall establish the work schedules. A schedule can be changed as needed on two (2) working days' notice.

(e) If the University implements an evening shift, each employee's schedule shall be established based on a rotation among the employees concerned. Once established, each employee's schedule shall be posted and shall remain in effect unless the parties agree to a change.

Two employees may trade a full week's work schedule with each other. Requests to such effect must be submitted to the immediate supervisor no less than twenty-four (24) hours in advance. Such trades must not cause the University to incur additional expenses. If a supervisor refuses such a request, he must justify his decision in writing.

1.02 For the purposes of applying this work schedule, all provisions of the collective agreement shall apply, subject to the following terms and conditions:

(a) **Special and personal leaves**

The four (4) day schedule shall neither decrease nor increase the number of days of special or personal leave provided for in article 18.

When an employee uses a day of special leave provided for in article 18, he shall be paid the equivalent of a scheduled day of work, but shall remit, as time, the difference between seven and three-quarters ( $7\frac{3}{4}$ ) hours and the number of hours in the scheduled day.

Personal leave days provided for in article 18 are calculated and applied in hours and/or quarter-hours.

**(b) Statutory holidays**

The application of article 12 shall be suspended during any week that includes a statutory holiday referred to in this collective agreement. During such weeks, employees shall work the regular schedule, i.e. one  $7\frac{3}{4}$ -hour statutory holiday and four (4) seven-and-three-quarter ( $7\frac{3}{4}$ ) hour days, and paragraph 1.01(b) shall apply.

**c) Sick leave**

Sick leave days referred to in article 17 shall be calculated and applied in hours and/or quarter-hours.

**d) Vacations**

The four (4) day schedule shall not have the effect of reducing or increasing the hours of vacation to which an employee is entitled under article 15.

A maximum of five (5) employees may take their vacations at the same time:

- Two (2) plumbers
- Two (2) apprentice plumbers
- One (1) refrigeration mechanic

**e) Trial and probationary periods:**

For the purpose of calculating probationary and trial periods, the regular work week is deemed to be of five (5) working days for employees benefiting from a four (4) day work week.

**f) Overtime**

Extra time beyond scheduled hours for a given day, or beyond thirty-eight and three-quarters ( $38\frac{3}{4}$ ) hours, shall be considered overtime.

**g) Rotation of groups**

The University is not required to replace an absent employee that was scheduled to work on an evening shift. On two (2) working days' notice, not more than once a week, the University may abolish the evening group where the requisite staff is not available or where the University is of the opinion that the staff would be more helpful on the day shift.

The four (4) day schedule does not apply to the evening group.

- 1.03 The pay week begins at 12:01 a.m. on Saturday and ends at midnight the following Friday.

## **ARTICLE 2 CLASSIFICATION AND SALARIES**

---

- 2.01 (a) The salary rates for plumber helpers admitted to the University's apprenticeship program, upon submission of a certification recognized by the Bureau des examinateurs des plombiers, are based on the salary difference between the rate of a licensed apprentice and the rate of a helper.
- (b) The salary rates for helpers admitted to the apprenticeship program are determined as follows:
- 1<sup>st</sup> and 2<sup>nd</sup> years: 30% of the difference between the rate established for a helper and the rate established for a licensed apprentice.
- 3<sup>rd</sup> year: 50% of the difference between the rate established for a helper and the rate established for a licensed apprentice.
- 4<sup>th</sup> year: 75% of the difference between the rate established for a helper and the rate established for a licensed apprentice.
- 5<sup>th</sup> year: 100% of the difference between the rate established for a helper and the rate established for a licensed apprentice.
- (c) An employee who does not obtain a plumber's qualification certificate issued by the Ministère de la Main-d'oeuvre et de la Sécurité du Revenu, or a certification, shall remain a plumber's helper at the 4<sup>th</sup> year rate.
- (d) As of the date of signature of this collective labour agreement (June 28, 2001), employees who are apprentice plumbers and electricians and who hold a qualification certificate or experience certificate pursuant to the *Regulation respecting the vocational training and qualification of manpower covering electricians, pipe fitters, elevator mechanics and electrical machinery operators in sectors other than the construction industry*, shall be paid the same salary rate as an employee in a designated electrician or plumber position.

## **ARTICLE 3 ACQUIRED RIGHTS**

---

- 3.01 An employee who, as of February 12, 1982, benefited from advantages or privileges superior to the terms provided for in this collective agreement concerning the number of vacation days, the number or the procedure for statutory holidays and the overtime rate, shall continue to benefit from these advantages or privileges for the duration of the collective agreement.



3.02 An employee who benefits from advantages or privileges superior to the terms provided for in this collective agreement with regard to salary shall continue to benefit from these advantages or privileges for the duration of the collective agreement, provided, however, that the content of the job remains substantially the same.

**ARTICLE 4 SENIORITY**

---

GAUTHIER, DENIS	19750317	permanent
PRUD'HOMME, ANDRE	19760519	permanent
POTVIN, CLAUDE	19840320	permanent
BERARDELLI, ALESSANDRO	19850610	permanent
GIRARD, JEANNOT	19850729	permanent
GUERRERA, NUNZIO	19921009	permanent
GERMAIN, DANY	20020610	permanent
BERGEVIN, MICHEL	20050308	permanent

## APPENDIX E

---

### PARTICULAR WORKING CONDITIONS APPLICABLE TO EMPLOYEES IN THE TRADES

#### ARTICLE 1 HOURS OF WORK

---

1.01 (a) The regular work week for all employees on the day shift is thirty-eight and three-quarters (38¾) hours spread over four (4) consecutive days in accordance with one of the following two schedules:

- Monday to Wednesday from 7:00 a.m. to 4:45 p.m. and Thursday from 7:00 a.m. to 4:30 p.m.

or

- Tuesday to Thursday from 7:00 a.m. to 4:45 p.m. and Friday from 7:00 a.m. to 4:30 p.m.

(b) A working day includes a thirty (30) minute meal period, fifteen (15) minutes of which are paid.

A working day does not include paid breaks. However, workers may bring a snack to their work assignment and eat it on the premises without interrupting their work.

(c) This schedule must not increase operating costs.

(d) The immediate supervisor shall establish the work schedules. A schedule can be changed as needed on two (2) working days' notice.

(e) If the University implements an evening shift, each employee's schedule shall be established based on a rotation among the employees concerned. Once established, each employee's schedule shall be posted and shall remain in effect unless the parties agree to a change.

Two employees may trade a full week's work schedule with each other. Requests to such effect must be submitted to the immediate supervisor no less than twenty-four (24) hours in advance. Such trades must not cause the University to incur additional expenses. If a supervisor refuses such a request, he must justify his decision in writing.

1.02 For the purposes of applying this work schedule, all provisions of the collective agreement shall apply, subject to the following terms and conditions:

a) **Special and personal leaves**

The four (4) day schedule shall neither decrease nor increase the number of days of special or personal leave provided for in article 18.

When an employee uses a day of special leave provided for in article 18, he shall be paid the equivalent of a scheduled day of work, but shall remit, as time, the difference between seven and three-quarters ( $7\frac{3}{4}$ ) hours and the number of hours in the scheduled day.

Personal leave days provided for in article 18 are calculated and applied in hours and/or quarter-hours.

**b) Statutory holidays**

The application of article 12 shall be suspended during any week that includes a statutory holiday referred to in this collective agreement. During such weeks, employees shall work the regular schedule, i.e. one seven-and-three-quarter ( $7\frac{3}{4}$ ) hour statutory holiday and four (4) seven-and-three-quarter ( $7\frac{3}{4}$ ) hour days, and paragraph 1.01(b) shall apply.

**c) Sick leave**

Sick leave days referred to in article 17 shall be calculated and applied in hours and/or quarter-hours.

**d) Vacations**

The four (4) day schedule shall not have the effect of decreasing or increasing the number of vacation hours to which an employee is entitled under article 15.

A maximum of six (6) employees may take their vacation at the same time:

- One (1) cabinet maker
- One (1) carpenter
- One (1) locksmith
- One (1) painter
- One (1) apprentice painter
- One (1) handyman

**e) Trial and probationary periods**

For the purpose of calculating probationary and trial periods, the regular work week is deemed to be five (5) working days for employees benefiting from a four (4) day work week.

**f) Overtime**

Extra time beyond scheduled hours for a given day or beyond thirty-eight and three-quarters ( $38\frac{3}{4}$ ) hours, shall be considered overtime.

**g) Rotation of groups**

The University is not required to replace an absent employee that was scheduled to work on an evening shift. On two (2) working days' notice, not more than once a week, the University may abolish the evening group where the requisite staff is not available or where the University is of the opinion that the staff would be more helpful on the day shift.

The four (4) day schedule does not apply to the evening shift.

h) The University may assign an employee to the night shift, in which case the hours of work shall be 11:30 p.m. to 7:15 a.m. The University shall notify the employee at least two (2) days in advance. The duration of the assignment cannot be extended by more than four (4) weeks.

1.03 The pay week begins at 12:01 a.m. on Saturday and ends at midnight the following Friday. The payday shall be Thursday morning, and employees on the night shift shall be paid Wednesday evening.

**ARTICLE 2 ACQUIRED RIGHTS**

---

2.01 The employee who benefits from advantages or privileges superior to the terms provided for in this collective agreement, as it relates to the terms of this collective agreement continues to benefit from these advantages unless the circumstances which permitted the establishment of such advantages or privileges have changed.

**ARTICLE 3 SENIORITY**

---

LANNEVILLE, YVES	19750922	permanent
CUILLIERRIER, DANIEL	19790222	permanent
MIRON, JOCELYN	19880704	permanent
GINOCCHI, EDDY	19890509	permanent
ROGERS, TERRY	19891029	permanent
MIRON, MICHEL L.	19900802	permanent
WEIR, GLENN	19920626	permanent
VESCIO, GIOVANNI	19920817	permanent
LEDUC, DANIEL	19950723	permanent
ST-ARNAULD, STEVEN	20010923	permanent
FORD, RICHARD J.	20020818	permanent
GINGRAS, PATRICE	20031124	permanent
FORTE, JAMES	20050117	temporary
TURBIDE, MARC	20050125	temporary
ANDREW SYVRET	20050830	temporary

## **LETTER OF AGREEMENT #1**

Notwithstanding the collective agreement, the parties agree as follows:

### **1. Clause 12.01**

Notwithstanding clause 12.01 of the collective agreement, employees in the employ of the University on June 28, 2001, retain their right to a flexible leave for the duration of the collective agreement. An employee may take such leave on the date of his choice but must come to an agreement with his immediate supervisor with regard to the date.

In addition, if President's holiday referred to in clause 22.01 is cancelled, employees in the employ of the University on June 28, 2001, retain their right to an additional flexible leave for the duration of this collective agreement. An employee may take such leave on the date of his choice but must come to an agreement with his immediate supervisor with regard to the date.

### **2. Clause 15.08 – Boiler room employees**

Notwithstanding clause 15.08 of the collective agreement, boiler room employees employed by the University on June 28, 2001, retain their right, for the duration of this collective agreement, to be paid an amount equal to their base salary for the duration of the day in question instead of the additional day of leave contemplated in article 15.08.

### **3. Clause 18.08 – Personal leaves**

Notwithstanding clause 18.08 of the collective agreement, permanent employees in the employ of the University shall be entitled, for the duration of this collective agreement, to be reimbursed for any unused personal leave. This reimbursement shall be made no later than May 31 of each year at the salary rate in effect on that date, provided the employee remains employed by the University. If the employee is absent during this period, the reimbursement shall be prorated to the number of months during which the employee actually worked.

### **4. Clause 17.00 – Reimbursement for sick leave**

Notwithstanding article 17 of the collective agreement, permanent employees in the employ of the University shall be entitled, for the duration of this collective agreement, to be reimbursed for any unused sick leave. The reimbursement of the unused sick leave credit balance shall be made by separate cheque at the end of each fiscal year, provided the employee remains employed by the University on that date. If the employee was absent from work during the fiscal year, the reimbursement shall be prorated to the number of months during which the employee actually worked.

## **LETTER OF AGREEMENT #2**

---

The parties agree as follows with respect to the use of the Concordia University Computing Service by the Canada Marine Officers' Union:

1. The University shall connect the Union, at the Union's expense, to the Concordia University Computing Service, and shall provide the Union with an electronic mail account for its exclusive use.
2. The connection shall be made in accordance with the University's specifications.
3. The University makes no warranties, express or implied, with regard to the resources and services provided or their fitness for a particular purpose.
4. The Union shall be responsible for the conduct of its members in using the electronic mail account.
5. In order to protect the integrity of its service against accidents, failures or inappropriate use, the University reserves the right to limit, restrict or terminate the access of any user to these facilities or the access of any host or equipment to the network, and to inspect, copy, remove or otherwise modify or alter any information, file or system resource.
6. The Union's use of Concordia University Computing Services is subject to the Policy on Computing Facilities.