

COLLECTIVE AGREEMENT
between
CONCORDIA UNIVERSITY
and
CONCORDIA UNIVERSITY PROFESSIONAL
EMPLOYEE UNION (CSN)

In effect until May 31, 2008

CONVENTION COLLECTIVE DE TRAVAIL

entre :

L'UNIVERSITÉ CONCORDIA

et :

LE SYNDICAT DES EMPLOYÉ(E)S
PROFESSIONNEL(LE)S DE L'UNIVERSITÉ
CONCORDIA- CSN

en vigueur jusqu'au 31 mai 2008

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ARTICLE 1 PURPOSE OF THE AGREEMENT

It is the purpose of this agreement:

- a) to promote orderly relations between the University, the Union, and all employees covered by this agreement in order to ensure equitable and just working conditions;
- b) to promote the security and welfare of the employees;
- c) to favour the appropriate mechanisms for the prompt and fair settlement of problems which may develop between the University and the employees covered by this collective agreement.

ARTICLE 2 DEFINITION OF TERMS

2.01

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

Assignment: Allocation of duties to an employee. "*Affectation*"

Posting: Procedure according to which the University informs employees of any available position, in accordance with the provisions of article 17. "*Affichage*"

Seniority: The total duration of continuous service accumulated by an employee since the date of his/her last hire by the University, and calculated according to the provisions of article 13. "*Ancienneté*"

Salary Progression/Step Increase: The salary increase an employee is entitled to when he/she has completed an additional year of experience or an additional year of relevant education over and above the educational requirements of his/her job. "*Avancement d'échelon /Progression salariale*"

Grade: The placement of a position in the classification system in use by the University, and which determines the applicable salary scale. "*Classe d'emploi*"

Classification: A system which attributes a grade to a position occupied by an employee. "*Classification*"

Spouse: The definition in the *Act Respecting Labour Standards* applies, as amended from time to time. "*Conjoint ou conjointe*"

Departments/Units: A service or an office. "*Départements/Unités*"

Professional Employee: See Employee above. "*Employé-e professionnel-le*"

Employer: Concordia University. "*Employeur*"

Fiscal Year: Time period corresponding to the University's fiscal period that is from June 1 of the current year to May 31 of the following year. "*Année financière*"

Normal Requirements: Normal conditions of schooling, experience, and specific skills required by the University for the awarding of a position. These requirements must follow rationally from the principal functions of the position. "*Exigences normales*"

Grievance: Any disagreement concerning the application or the interpretation of the collective agreement. "*Grief*"

Transfer: The movement of an employee from one position to another in the same grade. "*Mutation*"

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Parties: The University and the Union. "*Parties*"

Trial Period: A period of time during which the University and an employee evaluate the suitability of the employee for the position. "*Période d'essai*"

Probation Period: Period during which the employee, newly appointed in the bargaining unit, is evaluated. "*Période de probation*"

Employee: A person who is employed by the University and who is covered by the certificate of accreditation issued by the Ministère du Travail du Québec. "*Personne salariée*"

Probationary Employee: Any employee who has not yet completed the probation period provided for in clause 13.02 a). "*Personne salariée en probation*"

Full-time Employee: An employee who regularly works thirty-five (35) hours per week. "*Personne salariée à temps complet*"

Part-time Employee: An employee who regularly works less than thirty-five (35) hours per week and/or regularly works less than 12 months in a year. "*Personne salariée à temps partiel*"

Permanent Employee: An employee who is the incumbent of a permanent position in the bargaining unit and has successfully completed the probation period "*Personne salariée permanente*"

Temporary Employee: Any employee hired to fill a position which is temporarily vacated by its incumbent, or hired for a period of six (6) consecutive months or more to meet a work surplus or to serve a function in the framework of a special project. At the end of his/her assignment, this employee is laid-off and placed on the recall list provided for in clause 15.04. "*Personne salariée temporaire*"

Position: The set of tasks assigned by the University to an employee, taking into account the job profile. "*Poste*"

Position temporarily vacated by an incumbent: A position is temporarily vacated by its incumbent when the absent incumbent is entitled to return to her/his position as provided for in the collective agreement. "*Poste temporairement dépourvu de son titulaire*"

Vacant position: Any position which has been definitively vacated by its incumbent or a newly created position. "*Poste vacant*"

Promotion: The movement of an employee from one position to another position which has a higher grade. "*Promotion*"

Demotion: The movement of an employee from one position to another position which has a lower grade. "*Rétrogradation*"

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Continuous Service: Period during which an employee has been in the employ of the University on an on-going basis since her/his last hiring. An absence or a holiday authorized under the present collective agreement shall not be considered as an interruption of the continuity of employment. "*Service continu*"

Immediate Supervisor: The person who has line responsibility for one or more employees. "*Supérieur immédiat ou supérieure immédiate*"

Union: The Syndicat des employé-e-s professionnel-le-s de l'Université Concordia (CSN)/Concordia University Professional Employees' Union (CSN). "*Syndicat*"

Units/Departments: A service or an office. "*Unités/Départements*"

University: Concordia University. "*Université*"

2.02

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

ARTICLE 3 PROFESSIONAL PRACTICE, LIABILITY AND INTELLECTUAL PROPERTY

3.01

The University shall ensure that all employees are protected in the carrying out of their professional duties.

3.02

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

3.03

The University recognizes the employee's right to be publicly recognized or acknowledged as the creator of any original work or contrivance, if he or she so desires. Original work includes, but is not limited to, processes, formulations, technical information, reports, models, prototypes, inventions, patterns, samples, software, designs or know-how whether or not protected by patent, copyright, or by industrial design or trade secret law.

3.04

For further clarity and without limiting the scope of clause 3.03, should any material produced by an employee be published by the University, the University shall indicate the name and title of the author on the document as the one having produced said document. If the University wishes to modify the document, the employee may decline to take credit.

3.05

Works produced by an employee or by employees in the course of his/her or their professional duties at the university belong to the University unless:

- a) the University commercializes or draws proceeds from these works;
- b) the works are created as a result of a sponsored research grant;
- c) the works are created as a result of a formal agreement between the employee(s) and the University.

In cases where (a) above applies, the intellectual property rights are calculated on the basis of a division of net proceeds whereby for the first cumulative two hundred thousand dollars (\$200,000), sixty percent (60%) are allocated to the employee(s) and forty percent (40 %) to the University. For the cumulative net proceeds in excess of two hundred thousand dollars (\$200,000), forty percent (40%) are allocated to the employee(s) and sixty percent (60 %) to the University.

In cases where (b) or (c) above apply, the terms of the sponsored research grant or formal agreement shall govern the intellectual property rights of the employee(s) and the University.

ARTICLE 4 UNION RECOGNITION

4.01

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

4.02

The tasks regularly performed by employees covered by the present collective agreement cannot be performed by persons outside the bargaining unit as defined in the certificate of accreditation (reproduced in Appendix B).

4.03

All agreements, subsequent to September 15, 1998, between the University and one, several, or all of the employees, which modify the collective agreement, must receive the written approval of the Union in order to be valid.

4.04

The present collective agreement applies to all employees covered by the certificate of accreditation issued by the Ministère du Travail to the Syndicat des employé-e-s professionnel-le-s de l'Université Concordia (CSN) / Concordia University Professional Employees' Union (CSN).

ARTICLE 5 MANAGEMENT RIGHTS AND OBLIGATIONS

The University has the right and the duty to operate and manage its affairs effectively in accordance with its rights and obligations, subject to the provisions of this collective agreement

ARTICLE 6 NON DISCRIMINATION

6.01

The Union and the University agree that there will be no discrimination against any employee on the basis of any of the following reasons: age, health (psychological and physical), background, social conditions, marital status, kinship, partner, mother tongue, nationality, marital status of parents, physical appearance, physical disabilities, political beliefs, race, religion or absence of religion, sex, sexual orientation, or the exercise of any rights conferred by this agreement or the law.

6.02

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

6.03

A preference or an unjust distinction based on one or more of the reasons mentioned in clause 6.01, constitutes discrimination within the meaning of the present article.

ARTICLE 7 HARASSMENT AND SEXUAL HARASSMENT

7.01

The Union and the University recognize that every employee is entitled to work in a climate that is free from harassment and sexual harassment. The parties will collaborate to prevent situations of harassment or sexual harassment by implementing measures to inform and raise awareness on these issues.

7.02

Harassment is any improper conduct, comment or display directed at an employee that is unwarranted, unsolicited and unwelcome and that might reasonably be expected to cause offence, ridicule, humiliation or that might reasonably be perceived as compromising an employee's right to fair, safe, and reasonable work conditions or right to dignity.

7.03

Harassment also includes the abuse of authority or the improper use of power that may undermine an employee's job performance. It may include such acts as intimidation, threats, blackmail, or coercion.

7.04

Sexual harassment is any conduct, comment, gesture or physical contact of a sexual nature or implied sexual nature, directed at an employee, that is unwarranted, unsolicited, and unwelcome and that might reasonably be expected to cause offence, ridicule, humiliation or that might reasonably be perceived as compromising an employee's right to fair, safe and reasonable working conditions, or right to dignity.

7.05

The University has the responsibility to investigate and, if necessary, to intervene to ensure all steps are taken to end any harassment or sexual harassment of which it is aware, whether there is a complaint or not.

7.06

The present article does not limit the authority of the persons responsible for supervision in fields such as performance appraisals, labour relations and the implementation of disciplinary measures.

7.07 Procedure to receive and handle complaints

If, in the opinion of an employee, harassment has taken place, the following procedure must not prevent this employee from leaving temporarily the workplace to seek immediate counsel with her/his Union representative, nor from discussing a complaint with her/his immediate supervisor.

- a) The Union will appoint a member and the University will appoint an individual trained in this field to receive and address complaints of harassment or sexual harassment.

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- b) An employee may lodge a complaint with the union appointee or the University appointee who will immediately inform the other party.
- c) Complaints should be lodged as soon as possible, but no later than within nine (9) months of the alleged incident or its discovery.
- d) In cases of conflict between two union members, the Union will appoint an additional person to act on behalf of the employee against whom the complaint is made.
- e) Upon receipt of the complaint, the appointees will decide how to handle the complaint and inform the employee of such a decision which may include a recommendation to the appropriate authority to remove the said employee from her/his position without loss of salary or privileges, or to reassign her/him until the investigation commences and a solution is proposed and implemented.
- f) In the event that no solution is found to the satisfaction of the employee making the complaint, this employee has recourse to the grievance procedure in accordance with Article 12. The time limits under the grievance procedure will date from the point the employee is informed, in writing by the appointees, that no solution has been found.

7.08

Both parties agree that confidentiality must be maintained regarding all information concerning a complaint.

7.09

In the event that a complaint of harassment or sexual harassment is filed and is subsequently found, through the complaint or grievance procedure, to have some foundation, the employee who filed the complaint will not in any way be penalized or suffer reprisals. In the event that a complaint of harassment or sexual harassment is filed and is subsequently found, through the complaint or grievance procedure, not to have some foundation, the University will remove all records of said complaint from the files of the employee who was the object of the complaint.

7.10

The union appointee, after having informed her/his immediate supervisor, is entitled to a reasonable length of time, without loss of pay, to inquire into a complaint or to attend a meeting concerning a complaint.

ARTICLE 8 RIGHT TO INFORMATION

8.01

Within thirty (30) days of the signing of the present agreement, the University provides the Union with all active job profiles as well as an alphabetical listing of employees in the bargaining unit containing the following information:

- Employee ID
- Name (last, first)
- Birth date
- Sex
- Campus
- Building
- Room number
- Area code
- Extension
- Date of hire
- Grade and step
- Position title
- Position code
- Position status (full time / part time)
- Department
- Employee status
- Payroll group (permanent or temporary)
- Annual pay
- Seniority date
- Seniority hours
- Job status (active or on leave)
- Home address
- Home telephone number

The Union agrees to keep this information confidential and will only use the information for union matters.

8.02

- a) The University will provide the above information to the Union through on-line access to the Human Resources Data Warehouse or its equivalent.

- b) The University will provide the Union with new and updated job profiles as per clause 40.04.

8.03

Upon written request from the Union and after agreement between Employee Relations and the Union, the University provides, within ten (10) working days of receiving the request, all requested information that is pertinent to the bargaining unit.

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8.04

The University provides the Union with a list of the members of the Board of Governors, the Electoral College, and of persons appointed to a committee formed in accordance with any of the provisions of this Agreement. Any changes made to this list will be submitted within thirty (30) days of their having been made.

8.05

The University will send to the Union copies of the following documents:

- a) all updated University policy documents;
- b) the agenda, minutes and attached documents of any open meeting of the Board of Governors, Senate, Faculty and School of Graduate Studies Councils, at the same time as such documents are mailed to their respective members or immediately thereafter in the case of documents distributed at meetings;
- c) information concerning the operating budget of the University approved by the Board of Governors, and the *Règles budgétaires et calculs des subventions de fonctionnement aux universités du Québec*;
- d) the operating budget of the University approved by the Board of Governors, within ten (10) days of its approval;
- e) the annual audited statement of the pension plan and the actuarial valuation of the pension plan approved by the Pension Committee within ten (10) days of their approval.
- f) a copy of all insurance contracts arising out of article 37, including modifications, for which employees may share the cost of premiums.

8.06

The University shall send to the Union a copy of the following documents:

- a) all decisions sent by the University to supervisors and other administrative personnel concerning the interpretation of this collective agreement, at the same time as it is sent;
- b) all correspondence sent by the University to a group of employees or the entire body of employees concerning the application of this collective agreement, at the same time as it is sent;
- c) all statutes and regulations applicable to the employees;
- d) any other written communications sent to more than one employee concerning working conditions.

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8.07

The University provides the Union with lists, in an electronic format, of professional employees on contract or paid by the University on time-sheets (excluding employees whose salaries come from research funds). The University must provide these lists in October, January, April and July of each year.

ARTICLE 9 UNION MEMBERSHIP

9.01

An employee who is a member of the Union at the time of the signature of this collective agreement, and all employees who join the Union thereafter, shall maintain their membership for the whole duration of this collective agreement, subject to the provisions of clause 9.03.

9.02

- a) All new employees shall become members of the Union by signing a membership card and paying the membership fees established by the Union. The Union signs up all new employees, and collects the membership fees directly.

- b) A fifteen (15) minute meeting shall be held in a convenient, confidential spot between the new employee and the union delegate or, in the absence of the latter, her/his replacement. This meeting should take place, if possible, within the first month of work. The scheduling of this meeting will be agreed upon with the immediate supervisor.

9.03

Employees may give up their union membership between the ninetieth (90th) and the sixtieth (60th) day preceding the expiry date of this agreement.

9.04

In each pay period, the University deducts from each employee's pay cheque an amount equal to the union dues.

9.05

Union dues become payable as of the first complete pay period following the hiring date of a new employee.

9.06

The Union shall advise the University of any changes in union dues no later than ten (10) working days prior to the date at which the University has to implement such changes in the pay.

9.07

- a) Every month, the University shall send to the union treasurer, within a period not exceeding ten (10) working days from the last pay date of the month, the money which has been deducted, with an alphabetical list of the names of the employees, showing their department and the amount deducted from each of them.

- b) This information is supplied in an electronic format.

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- c) The University shall indicate the deducted union dues on the T4 and RL1 slips of each employee.

9.08

All administrative correspondence concerning union dues shall be made between the University and the Union Treasurer.

9.09

- a) When the University reassesses the bargaining unit to which a position belongs, the following procedure applies:
 - i) When a change to the bargaining unit to which a position belongs is being considered, the Unions concerned must be notified.
 - ii) The University, after having completed its investigation, communicates, in writing, its preliminary findings and its underlying reasoning to the parties concerned.
 - iii) Within thirty (30) days of (ii), the parties will meet to discuss the information that either justifies the status quo or the transfer to another bargaining unit.
 - iv) Following this meeting, the University communicates in writing its decision and its underlying reasoning as soon as possible.
 - v) In the event that the University decides that the position belongs to another bargaining unit, the union dues will be transferred to the receiving bargaining unit as of the date of the decision of the University.
- b) When one or the other of the parties asks the Commission des relations du travail to rule on whether or not a person is included in the bargaining unit, the University withholds the union dues until the Commission renders a decision, at which point dues are remitted in accordance with that decision.

These withholdings take effect at the beginning of the month following the submission of the request. The Union is informed in writing of these withholdings.

ARTICLE 10 PROFESSIONAL DEVELOPMENT AND TRAINING

10.01

The parties recognize the benefits to be gained from providing employees with the opportunity to increase their professional competencies, particularly as they enhance the quality of work within the University. Professional development activities are deemed to be a part of the duties of an employee.

A. Departmental Development and Training

10.02

At the beginning of the fiscal year, each department may allocate a percentage of its budget to professional development and training. This amount shall be distributed as equitably as possible within the department.

10.03

An employee who wishes to follow training sessions which are related to his/her duties shall make a request to his/her immediate supervisor. The University will not reject such a request without valid reason.

Employees who follow these sessions during regular work hours do not suffer any loss of salary.

10.04

In each department, the information on the different opportunities of professional development shall be given to employees at least once a year.

10.05

A Professional Development Committee should be established in each department where an employee performs duties, and this Committee shall meet at least once a year. The composition of the Committee is the responsibility of the department, but the Committee must include at least one person from the professional bargaining unit.

The specific procedures and criteria for the distribution of the amounts allocated for professional development shall be established by the Committee.

The Committee allocates funds to professional development activities, such as attending conferences, seminars or workshops.

10.06

An employee who benefits from professional development may be requested to provide a written report on the activities undertaken to her/his immediate supervisor, insofar as possible within thirty (30) days of the completion of the activities.

B. Career Advising

10.07

The University provides free career advising services to all employees on an individual basis. Upon request, a career advisor will help them to assess and evaluate their skills and competencies, and make recommendations related to training and development.

C. Individual Development and Training for Permanent Employees

10.08

Professional development funds are:

- a) over and above the one percent (1%) of the payroll (*masse salariale*) dedicated to professional development by virtue of the Act favouring the Development of Manpower Training.
- b) over and above sums allocated by departments for professional development.

10.09 CUPEU Professional Development Fund (CUPEU Fund)

- a) The University shall establish a CUPEU Professional Development Fund for the purpose of assisting professional employees in their pursuit of research, studies, and other scholarly, educational, or professional activities.
- b) On June 1 of each year, the University shall add to the CUPEU Fund a sum equal to half a percent (0.5%) of the CUPEU payroll (*masse salariale*) as of the preceding March 1st for both permanent and temporary employees.
- c) Annually, unspent funds shall be retained in the CUPEU Fund to a maximum of one-third (1/3) of the funds allocated under paragraph b) the previous year. The CUPEU Fund shall be capped at a maximum value equal to one percent (1%) of the full CUPEU payroll (*masse salariale*) as established on the preceding March 1st.

10.10 CUPEU Professional Development Committee (CUPEU Committee)

- a) The CUPEU Professional Development Committee shall consist of six (6) members as follows:
 - i) three (3) professional employees to be selected by the Union, one being the Professional Development Officer, who shall serve as Chair of the CUPEU committee;
 - ii) three (3) university administrators selected by the University.
- b) The CUPEU Committee shall be established for at least a two (2) year term.
- c) The CUPEU Committee shall meet no less than three (3) times per year.

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- d) The CUPEU Committee determines the procedures and specific criteria, including monetary criteria, for the distribution of the CUPEU Fund. Such criteria and procedures shall reflect the objectives and terms of Article 10.
- e) In general, decisions shall be reached by consensus or by a simple majority vote of the members present. Decisions related to a request for funding shall be reached by consensus or a two-third (2/3) majority vote of the members present.

10.11 Eligibility

- a) Provided the funds are available in the CUPEU Fund, all permanent professional employees are eligible for professional development funds. Temporary professional employees are not eligible for these funds.
- b) Priority will be given to professional employees who have not received professional development funds in the preceding three (3) years.
- c) If a professional development activity requires an absence, the application must be accompanied by the supervisor's approval. Such approval will not be unreasonably refused. An approved absence is considered as time worked.

10.12 Allocation of Funds

- a) The Committee shall allocate funds to a wide variety of activities such as attending conferences, courses, workshops, conventions or seminars. A maximum amount of three thousand dollars (\$3,000.00) per request (as of June 1, 2002) will be allocated. This amount will be indexed at the same rate as salaries. A professional employee may receive a maximum of one (1) award per year. Funds shall be allocated on the basis of applications submitted at three (3) predetermined times during the year. Professional development activities must be related to a current and/or future work assignment at the university.
- b) Eligible professional employees may also receive funding for the purchase of books and learning materials, magazine and journal subscriptions, and association memberships related to their work. No funds shall be allocated for the purchase of equipment (e.g. computers, cameras, photocopiers etc.).
- c) The parties agree that transportation costs, per diem costs for room and board, and travel expenses will be awarded according to the "Policy for Travel and Other Allowable Expenses" established by the University.
- d) Costs may be paid by the University in advance of scheduled activities and made available as soon as the funds have been allocated by the CUPEU Committee. Such advances of funds may include, amongst others, registration, transportation, and accommodation fees.

10.13 Responsibilities of Recipients

- a) Recipients may lose funds allocated through an application if they are unclaimed after one (1) year of the date the Committee confirmed the award. Extensions may be provided by the Professional Development Officer and shall be reported to the CUPEU Committee at its next meeting. Written requests for extensions are submitted to the Professional Development Officer not less than sixty (60) days prior to the one (1) year expiration date.

- b) An employee who cannot attend a professional development activity due to a significant event (i.e. illness, death in the family, etc.) must notify the Committee and cancel all reservations as soon as possible. The employee will only be reimbursed for the portion of the allocation already spent. Employees who do not attend funded activities (for reasons other than those mentioned above) or make other than the prescribed use of the funds awarded are ineligible for future funds. Failure of a member to advise of his/her cancellation of a professional development activity for which funds have been requested and allocated may jeopardize his/her right to receive professional development funds in the future.

- c) An eligible employee who benefits from the support of the CUPEU Fund shall make a written report providing details on the activities undertaken, to the Committee and their immediate supervisor/unit head, within sixty (60) days of the completion of the activities. Such a report is not required for allocations related to the purchase of publications, software, or membership in professional associations/organizations. Failure to provide such a written report will jeopardize the member's right to receive professional development funds in the future.

10.14 Accountability

Four (4) times a year (January, April, July, October), the University agrees to supply the Committee with a:

- a) financial balance statement of the CUPEU Fund;
- b) summary of expenditures by recipient per department.

10.15

Professional development funds are to be used for the purposes specifically requested and as allocated by the CUPEU Committee.

10.16

Employees in violation of clause 10.15 may not be immune from legal liability and will be requested to return such funds to the CUPEU Fund.

ARTICLE 11 LEAVE FOR UNION ACTIVITY AND OFFICE ORGANIZATION

11.01

- a) The University recognizes union representatives and their substitutes. The Union will decide on the distribution of these representatives.
- b) A union representative who has to leave her/his assigned place of work shall make the necessary arrangements with the appropriate immediate supervisor. Such leave shall not be withheld without a valid reason.
- c) The Union informs the University, in writing, of the names and assignments of the employees elected or named to represent the Union, be they members of the union Executive Committee, union delegates, and/or members of the different committees recognized by the present collective agreement. Thereafter, any change to the said list is sent in the same manner.
- d) It is understood that each party may request that an external advisor or representative of its choice be present with the regular representatives at meetings between the parties. The agenda and the names of the participants will be given at the time that the meeting date is established.
- e) Any union member has the right to be accompanied by a union member of his/her choice to a formal meeting with, or when summoned by, a university representative for any matter relating to the interpretation or application of the collective agreement.
- f) The University provides and maintains an office for the exclusive use of the Union furnished with a reasonable amount of office furniture, but not less than two (2) tables, one (1) desk, eight (8) chairs, and a four-drawer filing cabinet. The Union is responsible for monthly telephone charges.
- g) The University agrees that the Union may use for its business the usual departmental services.
- h) The University agrees that the Union may obtain a photocopying machine, a fax and any other related equipment through Printing Services. The Union shall be responsible for the monthly charges.
- i) Any employee affected by the present article cannot be inconvenienced or suffer any prejudice for her/his activities.
- j) Any meeting with representatives of the University shall not entail any loss of pay for the employee concerned.

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- k) The Union may post, in areas agreed upon by the parties, notice of meetings and other business. Such notices must be clearly identified as coming from the Union.

11.02 Negotiations Committee

- a) The Union Negotiations Committee is composed of three (3) members, or more upon agreement with the University, selected by the Union.
- b) The employees forming the Negotiations Committee may take a leave without loss of pay for the purpose of preparing the collective agreement proposal and attending committee meetings.

To this effect, the University grants the Negotiations Committee a bank of thirty (30) days of leave.

In addition, the University grants the Union the option to defer from one year to the other ten (10) days of leave drawn from the bank provided for in clause 11.10 for the purpose of preparing the collective agreement project, up to a maximum of thirty (30) days.

These days of leave can be taken per hour, per half-day or per day, commencing in the year preceding the expiry of the collective agreement.

- c) For each negotiation, conciliation, mediation or arbitration, the University grants the members of the Negotiations Committee preparation time without loss of pay, at the rate of one half-day per day of meetings.
- d) Members of the Negotiations Committee may, if they so desire, defer the vacation entitlement accumulated in the twelve (12) months preceding the expiry of the collective agreement to after the signing of the collective agreement, as well as those accumulated up until the signing of the collective agreement. A maximum of ten (10) days per year may be so deferred.

11.03 Grievance Committee

- a) The University agrees to recognize a union Grievance Committee, composed of three (3) employees which includes the President of the Union or substitute, the Vice-President, Grievances, and a third member which may, in each case, be chosen according to the nature of the grievance.
- b) In order to conduct their inquiry, members of the Grievance Committee, after having informed their respective immediate supervisors, are entitled to a reasonable length of time, without loss of pay, to inquire into each grievance and/or prepare meetings with the University. They have access, if necessary, to that part of the building in which the incident has allegedly taken place in order that they may conduct an inquiry on location of the circumstances which gave rise to the grievance.

- c) The University agrees to meet the Grievance Committee upon request at a time and place agreed to by the parties. The employees who are members of the Grievance Committee are entitled to a leave without loss of pay to attend committee meetings. The hours and days of leave taken by virtue of clause 11.03 will not be drawn from the bank of hours provided for in clause 11.10.

11.04 Health and Safety Representative

The Health and Safety representative, after having informed his/her respective immediate supervisor, is entitled to a reasonable length of time, without loss of pay, to inquire into each complaint concerning health and safety issues. The hours or days of leave taken for these purposes will be drawn from the bank of hours provided for in clause 11.10.

11.05 Executive Committee

The members of the Executive Committee are granted leave from their duties without loss of pay for the purpose of Union administration. The hours or days of such leave will be drawn from the bank provided for in clause 11.10.

11.06 Union Council

- a) The Union Council is made up of the Executive Committee, delegates, and members of the different committees provided for in the collective agreement.
- b) The employees who are members of the Union Council are entitled to be absent without loss of pay to attend union meetings. The days and hours used for these ends are taken from the bank of hours provided for in clause 11.10.

11.07 Labour Relations Committee

- a) The parties agree that the purpose of the Labour Relations Committee is to discuss and resolve, if possible, all matters of concern to both parties.

The parties further agree that the Labour Relations Committee also acts as a committee to study every case where there is a disagreement between the parties concerning the inclusion or exclusion of a particular position from the bargaining unit (art. 39 of the Labour Code).

- b) The Committee consists of up to six (6) members, three (3) of whom are nominated by the Union and three (3) by the University. Each party will designate a member to chair the meetings on an alternating basis.

When issues relating to article 39 of the Labour Code or to an appeal concerning job evaluations under clause 11.09 are being discussed, both parties may have their representative in charge of job evaluations present.

The Committee shall meet at the request of either party at a mutually acceptable time and place, within seven (7) working days of said request.

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A report on the substantive results of each meeting shall be prepared, signed by the member designated to serve as chair and distributed to both parties normally within five (5) working days following the meeting.

- c) The Committee does not have the power to alter or amend the collective agreement.
- d) When the Committee's attention is drawn to a problem, a union representative from the Committee may verify the working conditions which form the basis of the problem. This may be done on-site with the employee(s) concerned.

In this case, the union representative will be freed from work by the University without loss of pay.

- e) Before each committee meeting, the union representatives have one (1) hour of preparation time, without loss of pay. They are also entitled to a leave without loss of pay to attend committee meetings.
 - f) The University informs the Union in writing of the names of its representatives on the Labour Relations Committee, as well as, of any modifications which might occur.

11.08 Membership in University Committees

a) Central Advisory Health and Safety Committee

The Union elects one (1) representative to serve as a member of the Central Advisory Health and Safety Committee and of any other health and safety committee which may be formed in the future.

The employee who is a member of the Central Advisory Health and Safety Committee is entitled to be absent without loss of pay to attend committee meetings.

b) Employee Assistance Programme (EAP)

The Union elects one (1) representative to serve as a member of the EAP Committee and any other EAP committee which may be formed in the future.

The employee who is a member of the EAP Committee is entitled to be absent without loss of pay to attend committee meetings.

c) CUPEU Professional Development Committee

The Union elects three (3) representatives to serve as members of the CUPEU Professional Development Committee and any other CUPEU professional development committee which may be formed in the future.

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The employees who are members of the CUPEU Professional Development Committee are entitled to be absent without loss of pay to attend committee meetings.

11.09 Appeal concerning job evaluations

When an employee requests a grade higher than that assigned to his/her position and is not satisfied with the decision made by Department of Human Resources and Employee Relations, the parties agree to submit the case in dispute to the Labour Relations Committee described in Article 11.07.

If the Labour Relations Committee cannot come to an agreement, the Union may submit the case to an arbitrator whose jurisdiction will be limited to determining whether the grade of the position should be increased based on the job evaluation system in place at the university.

Before the arbitration, the parties jointly draft a statement containing the facts agreed upon by the parties as well as their differences. Each party submits, in support of their claim, the pertinent documents which they wish to present to the arbitrator, as well as a list of witnesses and a summary of each person's testimony. Only the points in dispute are presented to the arbitrator.

The arbitrator will render a summary decision without summarizing the evidence. Should the arbitrator come to the conclusion that the position is of a higher grade, the new classification is retroactive to the date that the request for reevaluation was submitted to Department of Human Resources and Employee Relations.

Unless there is an agreement to the contrary, each case is without precedent.

11.10 Union Representation

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

- a) The University grants the Union, for every fiscal year, a bank of leave for union activities calculated on the basis of half ($\frac{1}{2}$) a day for each employee in the bargaining unit on the payroll as of March 1 of each year. This leave can be taken per hour, per half-day or per day.
- b) The Union provides Employee Relations with information concerning leave for union activities, and this, in principle, at least seven (7) working days prior to the absence.
- c) When the entire bank of time granted by the University has been used, the leaves shall be without loss of pay but shall be reimbursed by the Union. These monies shall be made available to the units affected.

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- d) The above-mentioned provisions shall apply to all leaves for union activities, except those provided for in clauses 11.02, 11.03, 11.07, and 11.08.

11.11 Leave for Union Service

- a) Upon written notice from the Union, the University grants leave without pay, to not more than one (1) permanent full-time employee for union service either as an employee or in an elected position within the Confederation des Syndicats Nationaux (CSN) or one of its affiliated bodies.
- b) The notice carries the name of the employee, the nature and length of the absence and must be forwarded to Employee Relations, as a rule, thirty (30) days prior to the absence.
- c) The University agrees to grant the leave without pay unless, due to exceptional circumstances, it would be impossible to do so without seriously affecting the normal operations of the sector where the employee concerned works.
- d) If the employee who is granted leave holds a non-elective position, she/he must return to work within the twenty-four (24) months following the beginning of her/his leave.
- e) If the employee on such leave holds an elective position, she/he receives a leave without pay equal in length to her/his term of office; this leave without pay may be renewed once, for a total of two (2) terms in the event of a re-election.
- f) An employee on such leave does not have a right to the benefits of this agreement except the pension plan and the group insurance plan to the extent such plans allow. In such an event, the cost of the premiums will be paid entirely by the employee.
- g) The employee granted such leave must give the University a written notice of her/his intent either to return to work or to stand for re-election at least thirty (30) days before the end of her/his employment or first term of office. Upon her/his failure to return to work at the end of the employment or the term of office provided for in clauses 11.11(d) and(e), she/he is deemed to have resigned at the beginning of her/his leave, except for the insurance and pension plans.
- h) Upon her/his return to work, the University reinstates the employee into the position she/he occupied at the moment of her/his departure. If her/his position has been abolished, the procedures outlined in Articles 14 and 15 apply.

The employee will receive the salary progression that she or he would have been entitled to during the leave.

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- i) The employee granted leave by virtue of the present clause will continue to accumulate seniority for the maximum period of time provided for in paragraphs d) and e). Thereafter, seniority does not accumulate but is maintained.

11.12 Executive Leave for Union Service

- a) Upon written notice from the Union, the University grants leave without loss of pay to a maximum of one member of the Executive Committee at any one time, subject to the terms of the present clause.
- b) The notice includes the name of the employee, the nature and length of the absence and must be forwarded to Employee Relations, as a rule, thirty (30) days prior to the absence.
- c) The University agrees to grant the leave without pay unless, due to particular circumstances, it would be impossible to do so without seriously affecting the normal operations of the department where the employee concerned works.
- d) The period of leave shall be no less than six (6) months and no more than twenty-four (24) months, unless the parties agree in writing to modify the period of leave.

The Union will reimburse the University for the salary paid to the employee excluding days provided for under article 20, as well as the University's portion of the employee's benefits. This reimbursement must be made within thirty (30) days of being requested, failing which the employee's leave may be cancelled by the University.

An employee on such leave has the right to the benefits of this agreement including the pension plan and the group insurance plan to the extent such plans allow. In such an event, the cost of the premiums will be paid by the employee and the University as per the terms of the current collective agreement.

- e) The employee granted such leave must give the University a written notice of her/his intent either to return to work at least thirty (30) days before the end of her/his leave. Upon her/his failure to return to work at the end of her/his leave, she/he is considered as having resigned at the beginning of her/his leave.
- f) Upon her/his return to work, the University reinstates the employee into the position she/he occupied at the moment of her/his departure, or if her/his position has been abolished, into an equivalent position according to the procedures outlined in Articles 14 and 15. The employee will receive the salary progression that she or he would have been entitled to during the leave.
- g) The employee granted leave by virtue of the present article continues to accumulate seniority.

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- h) Other leave provisions under this article will not be applicable to an employee granted leave under the present clause.

- i) Upon return from her/his leave, the employee will acquire her/his entire vacation entitlement for the current year, which will be paid by the University as per the terms of article 29.

ARTICLE 12 GRIEVANCE AND ARBITRATION PROCEDURES

12.01

The parties agree that a grievance shall be any disagreement respecting the working conditions outlined in this agreement. The parties agree, furthermore, that they will endeavour to settle a grievance as promptly as possible.

12.02

Nothing in the present article must be considered as preventing the Union or an employee, accompanied by her/his union delegate, from discussing with the university representative any employee relations problem before resorting to the grievance procedure. The University representative must allow the presence of the union delegate who accompanies the employee.

12.03

A technical error in the grievance procedure does not invalidate a grievance.

12.04

- a) A grievance is presented either in French or in English. It contains a summary of the facts, written in such a way as to be able to identify the problem raised, as well as the redress sought and, for information, the article or articles in the agreement which is/are concerned.
- b) A grievance may be amended provided that the amendment does not alter the nature of the grievance. If the amendment is presented at the hearing, the arbitrator may decide to postpone the hearing in order to protect the rights of the parties.

12.05

The discussions between the parties concerning a grievance are held between the Grievance Committee and the representative(s) of the University designated for this purpose.

Nevertheless, the university representative(s) with whom a grievance is discussed may invite another representative of the University to participate in the discussions.

12.06

The employee who files a grievance has a right to be present at all stages of the grievance and arbitration procedures. However, the final settlement of a grievance will take place between the Grievance Committee and the authorized representative of the University.

12.07

No employee will suffer loss of pay for any time spent discussing a grievance with representatives of the University or with members of the Grievance Committee during regular work hours.

In the event of arbitration, the members of the Grievance Committee, the grievor(s) who are implicated or any other employee who serves as a witness are granted leave without loss of pay to attend the hearing. Any meeting, regarding a grievance between members of the

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Grievance Committee and the employees implicated in the grievance shall be held in a confidential location.

The time and reasonable duration of this meeting must be agreed to with the immediate supervisor. Moreover, a period of three (3) hours without loss of pay is granted to employees referred to in the present clause within the two (2) weeks preceding the arbitration hearing.

12.08

An employee who files a grievance must not in any way be penalized or inconvenienced as a result.

12.09

The Union may file a grievance on behalf of an employee, a group of employees, or all of the employees. In such a case, the Union must conform to the procedure provided in clause 12.10.

12.10

The University and the Union agree to adhere to the following procedure for all grievances:

- a) The grievance is submitted to Employee Relations, with a copy to the immediate supervisor, within thirty (30) working days of the incident or awareness of the incident which gave rise to the grievance.
- b) At the request of either party, a meeting between the Grievance Committee and the University takes place within fifteen (15) working days following the filing of the grievance. The party requesting the meeting shall give a minimum of three (3) working days notice of such a meeting.
- c) The University must submit its decision within the fifteen (15) working days following the meeting between the parties, with a copy to the employee.
- d) If no meeting is held, the University must render its decision within twenty-five (25) working days following the receipt of the grievance, with a copy to the employee.

12.11

After having completed the grievance procedure described in clause 12.10, the Union may submit the grievance to arbitration by giving notice of its intention to Employee Relations within twenty (20) working days following receipt of the University's decision.

12.12 Prescription

Whatever the stage of the grievance and arbitration procedures, a grievance is deemed to have been settled, that is to say that it is accepted as valid or that it is abandoned, upon failure of either party to respond or to proceed to the next step, including arbitration, within the time limits stipulated above, unless the parties have mutually agreed in writing to modify the said time limits.

12.13 Arbitration Process

- a) Unless otherwise agreed to by the parties, all grievances are heard before a single arbitrator.
- b) The jurisdiction of the arbitrator is limited to conditions established in the present agreement and in no case does the arbitrator have the power to add to, subtract from or modify the agreement in any way. The decision of the arbitrator is final and binding on the parties.
- c) In the event that the arbitration addresses disciplinary measures, the arbitrator may uphold or reject the decision of the University, or render any other decision she/he judges equitable under the circumstances, as well as determine, if appropriate, the amount of compensation and/or damages to which an employee unjustly treated may be entitled.
- d) The fees and expenses of the arbitrator will be divided equally between the parties.

12.14

Grievances will be addressed in the following order of priority:

- 1) dismissals and disciplinary measures
- 2) harassment
- 3) health and safety
- 4) interpretation

The following arbitrators are selected in turn. If an arbitrator cannot hear a case in the six (6) months following the request, the next arbitrator is contacted, and then the next:

- 1) Harvey Frumpkin
- 2) Lyse Tousignant
- 3) Louise Doyon
- 4) Carol Jobin
- 5) Claude Lauzon
- 6) Louise Viau

The parties may agree to choose another arbitrator.

12.15

In the case of a resignation, the arbitrator may take into account the circumstances surrounding the resignation of the employee and the validity of the consent.

ARTICLE 13 SENIORITY

13.01 Accumulation of Seniority and Acquisition of Seniority Rights

- a) Seniority is calculated on the basis of continuous service within the University.
- b) An employee is credited with seniority only when her/his probation period is completed. Seniority is then calculated from the date of hire.
- c) For the part-time employee, accumulated seniority is prorated to remunerated hours.
- d) Employees accumulate seniority on the basis of hours worked or considered as having been worked, subject to clause 13.03, and the leaves to which they are entitled.

13.02 Probation and Trial Periods

a) Probation Period

- 1) The new employee is subject to a probation period of one hundred and twenty (120) days of work in a professional position. Such a probation period can only occur once during the course of employment. The parties recognize that during the probation period, the new employee is entitled to receive appropriate assistance, information and training in order to facilitate adaptation to his/her position.
- 2) In the middle of the probation period, the immediate supervisor shall prepare a written report on the progress of the employee and shall have a formal meeting with the employee to discuss the said report.
- 3) A probationary employee whose services are no longer required or whose level of performance is judged unsatisfactory is entitled to a prior written notice of five (5) working days or one (1) week's salary if no notice is given. The employee credited with more than one (1) year of uninterrupted service is entitled to a prior notice of ten (10) working days or two (2) weeks salary if no notice is given.
- 4) Probationary employees have access to the grievance and arbitration procedure, except in the case of lay-off and dismissal.

b) Trial Period

- 1) Any employee who obtains a promotion or a transfer is entitled to a trial period of ninety (90) days of work. The Union and the University may, upon agreement, extend this trial period up to a maximum of one hundred and twenty (120) days of work.
- 2) During the trial period, the employee continues to benefit from all rights and privileges of the collective agreement.

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- 3) The parties recognize that, during the trial period, the employee is entitled to receive appropriate assistance, information, and training in order to facilitate his/her adaptation to the new position.
- 4) In the middle of the trial period, the immediate supervisor will prepare a written report on the progress of the employee and shall have a formal interview with the employee to discuss the said report.
- 5)
 - i. If, during the trial period, the employee is incapable of satisfying the normal requirements of the position, the University reinstates the said employee in the former position, without prejudice as to rights acquired in such former position. If the former position has been abolished, the procedures provided for in articles 14 and 15 shall apply. In the case of a grievance, the University has the burden of proving that the employee is incapable of satisfying the normal requirements of the position.
 - ii. If within the first forty-five (45) days of work of the trial period, the employee advises the immediate supervisor that she/he does not wish to remain in the position, the University reinstates the said employee in the former position, without prejudice as to rights acquired in such former position. If the former position has been abolished, the procedures provided for in articles 14 and 15 shall apply.

c) Evaluation

Once the probation or the trial period has ended, an employee may request that her/his mid-probation or mid-trial period evaluation be removed from her/his personal file. Such a request must be submitted in writing.

Each employee must receive a photocopy of her/his probation or trial period evaluation.

13.03 Accumulation of Seniority

An employee continues to accumulate seniority during any absence provided for in this agreement, or in the application thereof, or during any other authorized absence. Seniority continues to accumulate for the duration of the absence, subject to the following provisions:

- a) In the event of a leave without pay provided for in Article 31, seniority continues to accumulate for a period of twelve (12) months and is then maintained.
- b) In the case of an absence due to a non-work related accident or illness, seniority continues to accumulate for a period of twenty-four (24) months and is then maintained.

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- c) In the case of an absence for union service as an employee or in an elected position at the CSN or its affiliated bodies (clause 11.11), seniority continues to accumulate for the maximum period of time provided for in clause 11.11 and is then maintained.
- d) In the case of any leave for union activities in virtue of Article 11, excluding clause 11.11, seniority continues to accumulate for the duration of the leave.
- e) In the case of parental leave, seniority continues to accumulate for the duration of the leave as provided for in Article 30.
- f) When a member of the bargaining unit takes a position outside the bargaining unit, seniority continues to accumulate as long as she/he has the right to return to her or his position in the professional bargaining unit in accordance with clause 17.07.

13.04

An employee ceases to accumulate seniority in the following cases:

- a) In the event of a lay-off of a temporary employee at the end of the period for which she/he was hired or recalled, seniority ceases to accumulate and is maintained.
- b) In the case of lay-off of a probationary employee or a permanent employee who does not have employment security, seniority ceases to accumulate and is maintained.

13.05 Loss of Seniority Rights

An employee loses her/his seniority rights, and her/his employment will be considered as terminated when:

- a) she/he voluntarily terminates her/his employment with the University;
- b) she/he is dismissed unless the dismissal is cancelled as a result of the grievance and arbitration procedure;
- c) she/he is laid off for a period exceeding twelve (12) months;
- d) she/he retires;
- e) she/he fails to return to work within ten (10) working days following receipt of a registered letter recalling her/him to work following layoff, without valid medical reason or without grave illness or death of a close family member as certified by a medical practitioner. This ten (10) day period may be extended by agreement between the parties;
- f) she/he did not return to her/his position in accordance with clause 17.07.

13.06 Resignations

The University shall immediately send copies of all resignations it receives to the Union. An employee may retract her/his resignation from the University once only. This retraction must occur within three (3) working days of submitting the resignation.

13.07 Seniority List

- a) The University provides the Union with an updated seniority list in electronic format in October and April of each year.

This list includes the surname, name, date of hire, position, department, grade and status (permanent or temporary), on probation or permanent, full-time or part-time, of an employee, and her/his seniority calculated in accordance with the present article.

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

ARTICLE 14 EMPLOYMENT SECURITY

14.01 Employment Security

- a) The University ensures employment security for the duration of the present agreement to all permanent employees who have twenty-four (24) months or more of seniority.

When an employee obtains a permanent position and successfully completes the probation period, her/his prior continuous service in another permanent or temporary position or as an employee in another bargaining unit is credited towards obtaining employment security.

It is agreed that being on the recall list does not constitute an interruption in service. However, the time not worked while on the recall list is excluded from the calculation for prior service for the purpose of the present article.

- b) Notwithstanding any other provisions of the collective agreement, and subject to clause 21.01, employees benefiting from employment security cannot be laid off or dismissed without just cause, remain in the employ of the University, and continue to benefit from all the provisions of the present collective agreement.
- c) An employee hired at the University before September 1, 2002, whose position is abolished after she/he has acquired employment security, benefits from the provisions of clause 14.01 until the end of the month in which she/he reaches the age of sixty-one (61). If the employee has reached the age of sixty-one (61) when her/his position is abolished, she/he receives the severance indemnity provided in clause 14.03.

An employee hired on or after September 1, 2002, whose permanent position is abolished after she/he has acquired employment security, benefits from these provisions for a period of:

- i) twenty-four (24) months following the said position abolishment if she/he has less than fifteen (15) years of seniority at the time of abolishment. At the end of this period, the employee either bumps in accordance with paragraph 14.04 h) or ceases to be paid and is placed on the recall list for a period of twelve (12) months.
- ii) thirty-six (36) months following the said position abolishment if she/he has fifteen (15) or more years of seniority at the time of abolishment.

14.02 Notice of position abolishment

In the case of a position abolishment, an employee must receive a written notice at least two (2) months in advance, with a copy to the Union.

14.03 Severance indemnity

- a) Any employee benefiting from employment security who is affected by clause 14.02, may choose to not exercise his/her right and to resign. In this case the employee will receive a severance indemnity equivalent to a lump sum of eight (8) months of salary plus one and a half (1.5) months of salary for each year worked, to a maximum of thirty-eight (38) months.

The displaced employee may, at any time during the paid period of employment security, choose the severance indemnity which will then be equal to the amount of the severance indemnity to which the employee was entitled minus the salary received since the abolishment of the position.

Employees who benefit from employment security and who accept the severance indemnity and wish to continue their academic training at Concordia University may take advantage of a tuition waiver. The number of credits is determined according to seniority. Employees having at least five (5) years of seniority will receive a tuition waiver of thirty (30) credits. Employees having at least fifteen (15) years of seniority will receive a tuition waiver of sixty (60) credits. Employees having at least twenty (20) years of seniority will receive a tuition waiver of ninety (90) credits.

- b) Any employee who does not benefit from employment security and is affected by clause 14.02 may decide not to exercise their rights and to resign. In this case, he/she will receive a severance indemnity equal to three (3) months of salary plus one (1) month of salary for each year worked up to a maximum of eight (8) months.

His/her name will be placed on the recall list according to clause 15.04. Should this employee be recalled within the period for which she/he has received an indemnity, she/he reimburses the part of the indemnity that corresponds to the period worked. The University then deducts the said amount from the employee's pay at the rate of twenty-five percent (25 %) of the employee's gross salary per pay period.

14.04

Once an employee chooses employment security, the University's Employment and Employee Development Unit will meet with the him/her to provide strategic career guidance and develop a plan that will include, if necessary, reassignment, training, placement, and development of independent proposals.

14.05 Displacement Procedure

- a) In the case of abolishment of permanent positions, the University must place any employee benefiting from employment security in a vacant position within the bargaining unit providing he/she can satisfy the normal requirements of that position.

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- b) Any employee benefiting from employment security and whose position is abolished will be given priority to fill a vacant permanent position. Moreover, she/he will also be given priority consideration for posted temporary positions. However, the University's obligation to find a permanent position for this employee under the employment security provisions do not cease if the employee accepts a temporary position.
- c) An employee with employment security and whose position is abolished will be deemed to hold the normal educational level of the abolished position. Furthermore, she/he shall not be refused a permanent position if she/he only lacks competencies or skills that can reasonably be acquired within eight (8) months of full-time training or twenty-four (24) months of part-time training, as determined by the University.
- d) Any employee benefiting from employment security whose position is abolished and who is placed in a position of a lower grade, will maintain the salary of the abolished position.
- e) Any employee benefiting from employment security who refuses an assignment to a vacant position will be considered as having voluntarily resigned.
- f) Any employee benefiting from employment security who cannot be assigned to a vacant position according to paragraph 14.05 a) and who chooses to not resign and to receive the indemnity indicated in paragraph 14.03 a) must accept:
 - i) to fill a temporarily vacated position, as long as he/she satisfies the normal requirements of the position;
 - ii) to fill a work surplus or be assigned to a special project.

In such cases, the University may assign the employee for a period of less than six (6) months to any position that is classified as at least a grade nine (9). This may happen only once. For assignments of six (6) months or more, the University may assign the employee to a position that is no more than two (2) grades lower than her/his abolished position.

- g) The employee whose position has been abolished and who has at least fifteen (15) years of service may choose to apply for a leave without pay until the month in which she/he reaches age fifty-five (55) and then shall retire effective the last day of that month. The maximum duration of such leave without pay will be equal to twenty percent (20%) of her/his years of service up to a maximum of five (5) years. In such a case, the employee may choose to spread the severance indemnity to which she/he is entitled over the period of leave without pay. During this period, the employee will be responsible for her/his share of premiums for any benefits maintained, including the pension plan. The employee who chooses this option is not eligible for early retirement lump-sum benefits described in clause 38.03.

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- h) At the end of the paid employment security period, the employee has the right to bump a temporary employee with less seniority who is the incumbent of a position that was not posted, as long as he or she meets the normal requirements of the position, in accordance with the provisions of paragraph 14.04 c). In such a case, the employee's status will be that of a temporary employee.

The employee who bumps is subject to the trial period provided in paragraph 13.02 b.

- i) An employee whose position has been abolished and who has been placed in another position in the bargaining unit is subject to a trial period of ninety (90) days worked. The University, in consultation with the Union, may agree to extend the trial period to a maximum of one hundred and twenty (120) days.

During the trial period the employee will continue to benefit from all the rights and privileges of the collective agreement.

The parties agree that during the trial period the employee is entitled to the appropriate training and assistance in order to facilitate integration into the new position.

Mid-way through the trial period, the immediate supervisor will prepare a written progress report and will hold a formal meeting with the employee to discuss the report.

If during the trial period the University determines that the employee is unable to meet the normal requirement of the position, paragraphs 14.05 a) and f) apply.

ARTICLE 15 LAY-OFF AND RECALL

15.01

Only employees who are not affected by clause 14.01 may be laid-off.

15.02 Lay-off Procedure

In cases concerning lay-offs, temporary employees and those on probation are laid-off first. If other lay-offs are necessary, permanent employees not having job security are laid-off next, starting with those who have the least seniority.

15.03 Notice of Layoff

- a) Any permanent employee not having job security, facing lay-off, must receive a two (2) month notice indicating the lay-off date.
- b) Any temporary employee with less than five (5) years of service, facing lay-off, must receive a two (2) week notice indicating the lay-off date.
- c) The temporary employee with five (5) to ten (10) years of service must receive a four (4) week notice.
- d) The temporary employee with ten (10) or more years of service must receive an eight (8) week notice.

15.04

- a) The recall list includes the names of all permanent employees not having job security and temporary employees who were laid-off, as well as the names of all temporary employees who have completed a fixed-term contract.
- b) Within thirty (30) days following the signing of the collective agreement, the University will provide the Union with the recall list of employees covered by the present article. Thereafter, this list will be updated and sent to the Union every three (3) months.
- c) The recall list includes the following information:
 - Name;
 - Address;
 - Status;
 - Telephone numbers (maximum 2), if the employee agrees;
 - Accumulated seniority;
 - Title of the last position held.

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- d) Unless otherwise stipulated, recall to work will be done by telephone, fax or e-mail according to how the employee instructs Department of Human Resources and Employee Relations. The University will keep a written log of all the employees contacted. Any employee may consult this log during regular office hours, accompanied by a union representative.

- e) If after three (3) attempts an employee cannot be reached, the University will contact the next person on the list, and proceed down the list as required. Employees are responsible for ensuring that their last address and last telephone number given to the University and the Union are correct. Attempts at reaching an employee must be spread over a minimum period of three (3) days.

15.05 Recall Procedure

- a) Any permanent employee not having job security, and whose name appears on the recall list, is deemed to have applied for any vacant or newly created position, or for any temporarily vacated permanent positions for which this employee has the professional qualifications taking into account the normal requirements of the position.

- b) An employee who is recalled to a position temporarily vacated by its incumbent is subject to the conditions that apply to temporary employees as set out in Article 41.

- c) Employees are called back to work in order of seniority, on condition that they satisfy the normal requirements of the position.

- d) In the event of recall, employees must provide all documents attesting to their professional qualifications which do not appear in their personnel file.

15.06

The name of an employee, who during a period of twelve (12) consecutive months has not worked according to the provisions of the present agreement or has refused three (3) recalls to work, is removed from the recall list.

15.07

Should the University not be able to reach an employee after three (3) consecutive recall attempts, it will send a registered letter to the last address believed to be that of the employee. If the latter does not confirm their availability within the two (2) weeks following receipt of the registered letter, their name will be removed from the recall list.

15.08

The Union must receive a copy of all the letters sent by the University to any employee affected by the present article.

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15.09

The University undertakes to meet with the Union, as soon as possible, to discuss any problem related to the present article and not covered by the provisions herein.

ARTICLE 16 TECHNOLOGICAL / ADMINISTRATIVE CHANGES AND MAJOR BUDGETARY CUTS

16.01

In an attempt to keep employees apprised of current and anticipated administrative or technological changes and major budgetary cuts that will directly affect conditions of employment, the University will hold a consultation meeting to receive input from the employees who will be affected by the changes.

The meeting agenda may, if necessary, include the following elements:

- a) the nature of the changes to be introduced;
- b) the timing of the changes;
- c) the reassignment of duties;
- d) the effects on terms and conditions of employment;
- e) the plans for training relative to existing employees adapting to new equipment or work methods;
- f) the arrangements for the assessment of the employees' needs related to training.

16.02

- a) The University shall give written notice to the Union of its intention to introduce a technological/administrative change or react to major budgetary cuts, at least three (3) months prior to the expected date of such change or cuts.

This notice must include the following information:

- i) the nature and goal of the technological/administrative change or major budgetary cuts;
 - ii) the expected date of implementation or, if necessary, the schedule of implementation;
 - iii) the names of the employees, and if such is the case, the positions likely to be affected by the technological/administrative change or major budgetary cuts;
 - iv) the effect which this change or these major budgetary cuts are likely to have on the working conditions of the employees affected.
- b) At the latest ten (10) working days following the receipt of the notice by the Union, the Union may ask the University to submit its projects to the Labour Relations Committee for discussion in order to minimize the impact on employees and to facilitate their adaptation to the changes.

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- c) The University agrees to offer to employees affected by technological/administrative change, the necessary training to allow them to fulfil their new duties. This training will be offered at the University's expense during work hours and without any loss of rights or advantages.

16.03

The parties agree that the notice in clause 16.02 shall be given when a technological/administrative change or budgetary cut has one or more of the following effects:

- a) the abolishment or creation of one or more positions;
- b) changes in the requirements of one or more positions;
- c) changes in the major job responsibilities and/or the areas of decision-making of one or more positions

ARTICLE 17 JOB POSTING, SELECTION AND MOVEMENT OF PERSONNEL
17.01

- a) When a permanent position becomes vacant, the University shall decide within a period not exceeding six (6) months to fill or abolish the said position. The University shall inform the Union of its decision within one (1) week.
- b) Should the University decide to fill the position on a permanent basis, it shall post such position within thirty (30) working days of the date of its decision, in accordance with clause 17.02.
- c) During the period mentioned in paragraph a) and b), the University may fill the said position on a temporary basis, as provided for in clause 17.05.
- d) Any newly created permanent position shall be posted in accordance with clause 17.02.

17.02

- a) When a position is to be filled on a permanent basis, the University must post it for ten (10) working days. A copy of the posting must be sent simultaneously to the Union.
- b) The posting includes the following information:
 - position title, code and grade;
 - job profile;
 - the required qualifications;
 - department;
 - title of immediate supervisor;
 - the salary scale;
 - work schedule, should it be out of ordinary;
 - posting date and expiry date of posting;
 - permanent or temporary status (indicating the length of the assignment);
 - full-time or part-time status.
- c) The University must notify the Union if a posting is cancelled.

17.03

Candidates who wish to apply for the position must do so during the posting period.

17.04

- a) In selecting a candidate to fill a position posted in accordance with clause 17.02, the parties agree that the position shall be granted to the most capable employee within the bargaining unit. When two (2) employees with equal competencies are competing for a position, the employee with the most years of service as a professional at the University shall be granted the position.

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Notwithstanding the foregoing, in granting the position, the priority shall be given in order of seniority to the employee whose position has been abolished and who benefits from employment security under clause 14.01 and has the required qualifications in accordance with the normal requirements of the position.

An employee having employment security is deemed to possess the qualifications required by the position of which she/he was the incumbent before it was abolished.

- b) The selection process shall normally include an advisory search and selection committee.

The establishment and composition of this committee are the responsibility of the head of the unit or department seeking a candidate, but the committee shall normally include an employee from the unit or department.

- c) The University shall designate the candidate within the thirty (30) working days following the expiry of the posting period. When a position is filled, the Employment and Employee Development Unit shall inform the chosen person of his/her appointment verbally, followed by a written confirmation, with a copy to the Union within twenty (20) working days.
- d) The University is not obliged to post a vacant position a second time when:
 - i) the vacant position was first filled by a person outside the bargaining unit who decided to leave the position within the first three (3) weeks of her/his probationary period;
 - ii) the vacant or newly created position is filled by an employee from within the bargaining unit who decided to return to her/his former position within the first forty-five (45) days of her/his trial period.

The advisory search and selection committee then proceeds with a second choice among the candidates who applied in accordance with the provisions of this article.

- e) An employee who applies for a position and who withdraws her/his application or who refuses the position will not suffer any prejudice concerning any future applications.
- f) When an employee is promoted or transferred, she/he is assigned to her/his new position in the twenty (20) working days following the moment she/he was appointed. The employee receives, from the date of her/his assignment, or from the time she/he should have assumed the position, the salary of the new position.

17.05 Temporarily Vacated Positions

- a) There is no obligation on the part of the University to fill a position which is temporarily vacated by its incumbent. The decision to fill such a position is the responsibility of the department.

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- b) Notwithstanding paragraph a), the University may decide to divide the duties of the temporarily vacated position on a priority basis among employees within the department insofar as the employees agree. In such a case, the University shall advise the Union in writing of its decision within twenty (20) working days and shall pay the employees in accordance with the provisions of article 26.
- c) If a position temporarily vacated by its incumbent has to be filled, it shall be done in the following manner and order:
 - i) The position shall be posted within the Department concerned for a period of five (5) working days, and filled by the candidate employee, from within the Department, who is the most qualified to meet the normal requirements of the position. When two (2) employees with equal competencies are competing to obtain the position, the employee with the most years of service as a professional at the University shall be granted the position.
 - ii) the position shall be offered to the employee, on the recall list, who has the most years of service in a professional position at the University and who possesses the required qualifications, considering the normal requirements of the position.
 - iii) Should no candidate from within the department or the recall list be granted the temporary reassignment, the position shall be posted according to the provisions of clause 17.02 and filled using the procedures described in paragraph 17.04 a) and b), when the position is for a period of twelve (12) months or more.

In the case of a position of less than twelve (12) months, the Department decides on the manner in which the position shall be filled. Should the Department decide to post, it shall do so according to the provisions of clause 17.02, and shall fill such position using the procedures provided for in paragraphs 17.04 a) and b).
- d) The home department shall only be expected to release the employee for the period indicated on the vacancy notice.
- e) The University shall give written notice to the employee selected for the temporary position, with a copy to the Union, stating the position to which the employee is temporarily assigned, the duration, as well as the grade, salary and/or stipend if applicable.
- f) At the end of the assignment to the temporary position, the employee returns to her/his former position or to the recall list. In the event of the abolishment of the former position, the procedures provided in articles 14 and 15 shall apply.
- g) The employee who obtains a temporary position is subject to the provisions of paragraph 13.02 b) (trial period) and receives the same salary to which she/he would have been entitled if filling the position on a permanent, ongoing basis.

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17.06

In the case of a grievance concerning this article, the burden of proof rests with the University.

17.07

An employee granted a permanent position outside the bargaining unit is entitled to return to his/her former position until such time as the probation period in the new position has been successfully completed.

An employee granted a temporary assignment outside the bargaining unit is entitled to return to her/his position within a period of thirty (30) months. Upon his/her return, he/she becomes once again eligible for union membership, start paying union dues, and recover all her/his rights and privileges. In the event of the abolishment of her/his position, the procedures provided for in articles 14 and 15 shall apply.

ARTICLE 18 HEALTH AND SAFETY

18.01

The University acknowledges its responsibility to provide a safe and healthy workplace, to provide facilities, supplies, services, procedures and training required by the Act respecting Health and Safety to protect the health and safety of employees as they carry out their responsibilities of employment.

18.02

The official university policies and procedures relating to health and safety apply mutatis mutandis to all employees.

18.03

Any employee who serves on a health and safety subcommittee in a given department has a right to leave his/her workplace to attend subcommittee meetings without suffering any loss of pay.

ARTICLE 19 SUBCONTRACTING

19.01

- a) The granting of contracts, subcontracts, total or partial separation, transfers, or any other form of arrangement must not cause a lay-off, a demotion or a reduction of working hours for the employees governed by the collective agreement.
- b) Moreover, in no case may the tasks of an abolished position be the subject of a subcontract, total or partial separation, transfer, or any other form of arrangement.
- c) The University will favour the creation of new positions rather than sub-contract work of the classes of positions governed by the present agreement.

ARTICLE 20 UNIVERSITY CLOSING

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

ARTICLE 21 DISCIPLINARY MEASURES

21.01

Any disciplinary measure must be the subject of a written notice addressed to the employee concerned and stating the reasons for the measure. Such notice must be sent simultaneously to the Union. Only those disciplinary measures of which the employee and the Union have been informed in writing can be used as evidence in arbitration and can appear in the employee's personal file.

21.02

The Union may, in the case of any employee who is dismissed, suspended, demoted or given a written warning, file a grievance and, if necessary, submit the case to arbitration, except however in the case of an employee who is dismissed during her/his probation period.

21.03

In all cases of disciplinary measures, the University has the burden of proving that the disciplinary measure was imposed for just and sufficient cause. The arbitrator may confirm or reject the disciplinary measure, or render any other decision that she/he judges equitable under the circumstances.

21.04

In the event that a university representative finds it necessary to summon an employee for disciplinary reasons (written warning, demotion, suspension, or dismissal), the employee has the right to be accompanied by a union representative. The University will inform the employee of his/her right.

21.05

A suspension does not interrupt the continuous service of an employee.

21.06

No disciplinary measure may be imposed later than twenty (20) working days after the date of the incident which gave rise to it or of the date the immediate supervisor became aware of said incident.

21.07

No confession signed by an employee can be used as evidence against her/him in an arbitration, unless it is:

- a confession signed before a union representative;
- a confession signed in the absence of a union representative but not denounced in writing by the employee within seven (7) days of its being signed. The University forwards a copy of the confession to the Union by electronic mail or facsimile as soon as it is received.

ARTICLE 22 PERSONAL FILES

22.01

An employee has the right, with adequate notice to the Department of Human Resources and Employee Relations, in the presence of a representative of the University, to request to see her/his personal file which relates to her/his work at the University, to verify its contents, to add comments to it and to obtain, at her/his own expense, a photocopy of such file. The employee file contained within the Department of Human Resources and Employee Relations is the only official file for the purpose of this collective agreement.

22.02

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

Furthermore, any disciplinary notice, or any part of such notice, against which an employee has won her/his case in arbitration, must be removed from the file.

ARTICLE 23 CORRESPONDENCE AND ROOM BOOKINGS

23.01

The University allows the Union to use its meeting rooms. The rooms shall be reserved according to normal University procedures.

23.02

A copy of all correspondence between the Union and the University shall be sent to Employee Relations and the Union.

23.03

Internal and electronic mail as well as facsimile are deemed the adequate means of communication, unless otherwise specified in the collective agreement.

ARTICLE 24 HOURS OF WORK AND WORK SCHEDULES

24.01

Except for employees working on special work schedules under clause 24.12, the regular work week is thirty-five (35) hours, normally between 9 a.m. and 5 p.m. from Monday to Friday.

24.02 Overtime

a) Overview

i) All work performed by an employee outside of her/his regular work day or regular work week as defined in clause 24.01 is considered as overtime, if approved in advance by the immediate supervisor.

ii) Except for cases of emergency, all overtime is performed on a voluntary basis.

iii) The parties agree that overtime work must be kept to a minimum.

iv) No employee is required to perform more than sixteen (16) consecutive hours of work.

v) Overtime work is distributed as equitably as possible, on a rotating basis in the service, department or program involved, among the employees who normally perform the duties for which overtime is required.

b) Unless it is covered by an alternative agreement as per paragraph c), all overtime work will be compensated in the following way:

i) Time-off or remuneration at the rate of one and a half times (150%) the hours worked by the employee outside of the regular work day or work week or performed on the first day worked on the week-end.

ii) Time-off or remuneration at the rate of two times (200%) the hours worked by the employee on a statutory holiday (in addition to the postponement or to the payment of the statutory holiday) or on the second day worked on the weekend.

iii) An employee who works overtime for a period of three (3) hours or more is entitled to a sixty (60) minute compensated rest/meal period. For each three (3) hours of overtime worked, the employee is entitled to a fifteen (15) minute compensated rest period.

iv) A meal allowance of seven dollars (\$7.00) will be paid. On June 1, 2006, the meal allowance will be increased to eight dollars (\$8.00). Thereafter, this amount will be indexed by the percentage salary increase.

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- v) An employee who works overtime for a minimum of four (4) hours will be entitled to be reimbursed for taxi fare home on presentation of a receipt.
- vi) The employee may choose either time-off or remuneration.
- c) An employee may negotiate a different model for the compensation of overtime in the form of compensation and/or time off:
 - i) The compensation model so negotiated must be formally agreed to in writing, signed by the employee and his/her immediate supervisor.
 - ii) The agreement must address each of the following issues:
 - Compensation (number of hours paid or given as time off for each hour of overtime worked) for regular overtime worked between Monday and Friday, and for overtime worked on weekends and on statutory holidays;
 - Meal allowance;
 - Breaks;
 - Taxi fare.
 - iii) Such an agreement will set no precedent as to future agreements regarding compensation for overtime.
 - iv) The agreement will automatically expire three (3) months after the date of signing.
- d) The payment of overtime wages earned during any given pay period is made at the same time as the regular pay for the following pay period. During annual vacations and the Christmas break, this payment is delayed one pay period.
- e) Overtime compensated with time-off in accordance with paragraphs b) and c) must be taken in the twelve (12) months that follow. Any overtime still owed at the end of the twelve (12) month period must be remunerated at the rate applicable when the payment is made.

24.03

With the consent of the immediate supervisor, an employee may choose to work on a schedule other than 9 a.m. to 5 p.m., and do so on a regular basis.

24.04

Upon agreement between the parties, the University may, taking into consideration the needs of the administrative unit, the employee's position and the inherent obligations of the position, establish for a given employee a work schedule different from the one provided for in clause 24.01.

24.05

All employees are entitled to a rest period of fifteen (15) minutes per regular half-day of work, without loss of pay.

24.06

All employees are entitled to a meal period of one (1) hour, without pay, during their regular workday. This meal period is normally taken in the middle of the regular workday.

24.07

Employees who, on occasion, wish to change their established work schedules must receive prior approval from their immediate supervisor.

24.08 Summer hours

- a) Every year, for a period of ten (10) weeks, from mid June to mid August (exact dates to be posted by the Department of Human Resources and Employee Relations), the regular work week is reduced by three (3) hours without loss of pay.

- b) To facilitate the implementation of the summer schedule, individual work schedules shall be approved prior to the commencement of the period during which they occur; such approval shall not be unreasonably withheld. With the permission of the immediate supervisor, an employee may, during the summer period, change his/her choice. The choices among the various options in the following paragraph shall be distributed as equitably as possible, to the extent that service requirements allow, taking into consideration:
 - i) the seniority of the employee;
 - ii) the preference expressed by the employee.

- c) The options for reducing the regular work week are:
 - i) Four (4) work days of seven (7) hours each, and one (1) work day of four (4) hours on Friday morning.
 - ii) Four (4) work days of eight (8) hours each from Monday to Thursday.

24.09

If an employee is absent during the period of summer hours, she/he will not be able to "bank" the time-off she/he would have been entitled to if he/she had been present except for the weeks of vacation. In this case, the summer hours that coincide with his/her vacation weeks can be taken off at any other time during the summer hours period.

24.10

Departments which have to operate with full staff during the period of summer hours (e.g. Office of the Registrar) can require that, during this period, employees keep working usual hours and take their time off either before or after the period of summer hours.

24.11

If an employee is unable to take advantage of the summer hours as they occur, with the exclusion of article 24.09, the unused hours may be "banked" and then taken at a date agreed upon with the immediate supervisor. Such accumulated hours must be used up before the end of August, except in special cases when this is not possible due to the department workload. In such cases, the accumulated hours may be deferred. In all cases, these hours must be liquidated by December 31 of the current year.

24.12 Special Work Schedules

- a) The University shall determine the positions to which special work schedules apply, it being understood that, subject to service requirements, special work schedules should be kept to a minimum.
- b) An employee who is called upon to work a special work schedule shall be notified in writing, with a copy to the Union, at least one (1) month in advance, or at the time of his/her hire, promotion, or transfer.
- c) The regular work week for an employee working on a special work schedule is thirty-five (35) hours.
- d) The University shall not introduce a special work schedule that did not exist at the date the collective agreement came into effect without first consulting the employees involved and the Union.

24.13 Premiums for Special Work Schedules

- a) An employee who works on a permanent or a temporary basis for two (2) or more hours after 5 pm is entitled to a premium of two-and-a-half percent (2.5%) of base salary for all work after 5 pm.
- b) An employee is not entitled to such a premium when she/he is being paid at the rate provided for overtime.
- c) This premium is not added to the hourly rate in calculating the remuneration for overtime performed.

24.14 Call-back

- a) The employee who, at the request of her/his immediate supervisor, returns to work outside of the regular working hours, shall be entitled to the more advantageous of the following::

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- i. Compensation according to the overtime rules as set out in clause 24.02;
- ii. Compensation of three (3) hours at the applicable regular rate.
- b) The employee who is called back to work is compensated for the time worked and traveling time. Furthermore, traveling expenses are reimbursed according to the applicable university policy.
- c) The employee who can perform the required tasks from a distance is not required to report to work. In this case, he/she is compensated only for the time worked.

24.15 On-call

- a) An employee is considered to be on-call when the employee is required, at the request of the immediate supervisor, to be available to report for work, in the event of an emergency, when contacted via pager or telephone.
- b) The University will provide a cell phone or a pager at no cost to the employee for the duration of his/her on-call period.
- c) The periods which require an employee to be on-call are filled on a voluntary basis. However, should the number of volunteers not be sufficient to cover the service requirements, the remaining on-call periods shall be distributed equitably among all the employees of the department who possess the skills to perform the duties, on a rotating basis, while taking into account the preferences expressed by the concerned employees and their seniority. Employees are informed of their schedules for on-call service in writing at least two (2) weeks before implementation of the on-call service.
- d) If necessary, units meet every three (3) months so as to ensure that, while meeting service requirements, no employee is required to be on-call more than half of the time, on a regular basis, unless she/he has agreed to it.
- e) The employee who is requested by the immediate supervisor to be on-call will receive a premium of one (1) hour at the regular hourly rate for each on-call shift of eight (8) hours or less, except on statutory holidays on which the employee will receive one and a half (1.5) hours at the regular hourly rate for each on-call shift of eight (8) hours or less.

ARTICLE 25 SUCCESSORSHIP

25.01

In the event that Concordia University, in whole or in part, is consolidated or merged into or with any other division, school, college, or component of a system of higher education in Québec during the life of this agreement, the present bargaining unit as defined in this agreement, shall remain distinct and this agreement shall remain in full force and effect.

25.02

In the event that there is a successor or successors in interest, in whole or in part, to the Board of Governors of Concordia University such successor(s) shall be bound by and shall assume all the rights, duties and obligations of the Board as if such successor(s) in interest were a named party and signatory to this agreement.

ARTICLE 26 STIPENDS

26.01

When employees are entrusted with responsibilities of a position in a higher grade, they shall receive a stipend.

26.02

When a temporary assignment involves responsibilities which are classified in a higher grade than the position normally occupied, the University must pay the employee a stipend which is proportional to the duration of this assignment and proportional to the percentage of work in the higher grade.

26.03

The amount of the stipend to be paid is equal to the difference between the employee's base salary and the salary to which the employee would have been entitled to if the latter had to take up these additional responsibilities on a permanent basis subject to clause 40.11.

26.04

When a particular situation requires, according to the University, monetary adjustments for a particular employee or for certain employees, they shall receive a stipend. The stipend shall be determined by a committee composed of representatives from the University and the Union.

ARTICLE 27 HOLIDAYS

27.01

- a) During the fiscal year, the following days are recognized as paid holidays:
- June 24
 - July 1
 - First Monday in September
 - Second Monday in October
 - December 24
 - December 25
 - December 26
 - December 31
 - January 1
 - January 2
 - Friday before Easter
 - Monday following Easter
 - Monday preceding May 25
- b) The University is normally closed from December 24 until normal opening hours January 3. This period is considered to be worked and paid.
- c) The University agrees to recognize and observe as paid holidays all other days declared to be holidays by the governments.

27.02

- a) If one of the holidays mentioned in clause 27.01 coincides either with an employee's annual vacation, or with one of her/his weekly days off other than Saturday or Sunday, the employee affected is entitled to a postponement of the holiday to a date agreed upon between her/him and her/his immediate supervisor.
- b) If one of the holidays mentioned in clause 27.01 coincides with a Saturday or with a Sunday, the holiday is moved to the preceding or to the following workday.

27.03

The University will respect recognized religious holidays not outlined in clause 27.01

ARTICLE 28 SOCIAL LEAVES, PERSONAL LEAVES AND DEFERRED SALARY LEAVES

28.01

All employees are entitled to the following leaves without loss of pay provided that the leaves coincide with a day the employee would normally be working. When an employee has to be absent for one of the reasons specified in this article, he/she must inform his/her immediate supervisor of this as soon as possible.

28.02 Compassionate Leave

In the event of the death of a relative or family member, the employee may ask for a leave from the University for a limited period of time. Whenever possible, reasons for and notification of such a leave shall be made before departure to the immediate supervisor. The duration of the compassionate leave shall not exceed five (5) working days. The authorization of such a leave shall not be withheld without a valid reason.

The employee may add to the compassionate leave her/his accumulated vacation entitlements or a leave without pay.

28.03 Marriage Leave

In the event of the marriage of:

- a) the employee, she/he is entitled to five (5) working days;
- b) a son, a daughter, an employee is entitled to one (1) working day;
- c) the father, mother, grandparents, brother, sister, grandchildren, an employee is entitled to the day of the wedding.

The employee may add to the periods described in paragraphs (a) and (b), her/his accumulated vacation entitlements or an additional leave without pay.

28.04 Leave for Moving

When an employee changes the location of her/his residence, she/he is entitled to one (1) working day of leave for moving. However, she/he is not entitled to more than one (1) working day per fiscal year. This restriction does not apply when an employee must move for reasons beyond her/his control providing proof is submitted.

28.05 Leave for Jury/Witness Duty

- a) In the event that an employee is required for jury duty or to act as a witness in proceedings to which she/he is not a party, she/he will not as a consequence suffer any loss of her/his regular pay during the time that she/he is required to act in such a capacity. However, the employee must turn over to the University the equivalent of the amount received for the performance of these duties. If this amount is greater than her/his salary, the difference will be returned to her/him by the University.

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- b) The employee called to act as a witness in a case where the University is involved continues to receive her/his regular salary.
- c) In the event an employee must appear before a civil, administrative or penal tribunal in a case in which she/he is party, she/he is entitled to take a leave without pay or use his/her accumulated vacation.

28.06 Personal Leave

Full-time employees who have completed their probation period are entitled to the equivalent of a maximum of two (2) working days of leave per year without loss of pay for personal reasons. These two (2) days may be taken in hourly blocks.

Part-time employees, who have completed their probation period, are entitled to personal leave prorated to hours worked.

Such leaves are not to be used to prolong vacations or any other leave provided for in this collective agreement with the exception of compassionate leave.

Normally, the employee will advise the immediate supervisor of the need for such a leave two (2) days in advance.

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

Any time required beyond the two (2) above-mentioned days will be without pay.

28.07 Family Leave

Employees may avail themselves of the provisions for family leaves provided for in the Act respecting Labour Standards.

28.08 Emergency Leave

- a) It is the purpose of the present clause to allow the employee to take a leave if her/his presence is required by an immediate family member or any person in permanent residence with the employee, without exceeding thirty-five (35) hours per year.
- b) The employee who takes a leave provided for in the present clause must notify her/his immediate supervisor as soon as possible but no later than thirty (30) minutes following the start of the employee's regular work day, stating the duration and the reason for the absence.
- c) The University must notify the employee when the above-mentioned thirty-five (35) hours have been used.

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- d) It is understood that the employee will make up for these hours at a later time agreed upon with the immediate supervisor.

28.09 Deferred Salary Leave

- a) Deferred salary leave is intended to provide permanent employees with an opportunity to benefit from a leave with salary. The parties view deferred salary leave as beneficial to the employee and the University.
- b) Request for a deferred salary leave will be subject to the ability of the affected department to accommodate the leave. However, requests will only be rejected in exceptional circumstances. Priority will be given to employees who have never benefited from this leave.
- c) The deferred salary leave will be for not less than six (6) consecutive months and will not exceed twelve (12) consecutive months, unless otherwise agreed between the parties acting in accordance with the applicable laws and regulations in force.

Employees who benefit from a deferred salary leave shall be required to return and remain in the employ of the University for a period as long as the leave, unless otherwise agreed between the parties acting in accordance with the applicable laws and regulations in force.

- d) An employee who wishes to participate in the Deferred Salary Leave Plan (DSLPL) may apply, in writing, to the immediate supervisor with a copy to Employee Relations at least three (3) months prior to the date at which he/she wishes to commence participation in the DSLPL.
- e) Approval or refusal of a deferred salary leave will be given to the employee by the University within five (5) weeks of the date the application was received. If the University refuses to grant such a leave, it will provide the reasons for its refusal to the employee with a copy to the Union.
- f) Participation of an employee in the DSLPL is subject to the signing of a contract as provided for in Appendix D.
- g) This contract must be signed by the employee and returned to Employee Relations four (4) weeks prior to the date that the deferral period is to commence.

Employee Relations will forward a copy of the signed contract to the appropriate immediate supervisor and to the Union. Upon signing the contract the employee will become a participating employee. Failing to sign the contract, the employee will be deemed to have withdrawn his/her application to participate in the DSLPL.

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

| Duration of leave | Duration of participation in 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 | <u>N/A</u> | 75.00% | 81.25% | 85.00% |
| 10 Months | <u>N/A</u> | 72.22% | 79.15% | 83.33% |
| 11 Months | <u>N/A</u> | 69.44% | 77.08% | 81.67% |
| 12 Months | <u>N/A</u> | 66.67% | 75.00% | 80.00% |

i) Certain terms and conditions relating to the deferred salary leaves are also defined in Appendix D.

ARTICLE 29 VACATION

29.01

All employees are entitled, on the basis of their seniority, to paid vacation the duration of which is determined on June 1 of each year.

29.02

During the twelve (12) months which follow June 1 of the current year, all employees are entitled to vacations, the duration of which is determined as follows:

- a) the employee with less than one (1) year of seniority on June 1 of the current year is entitled to one and two-thirds ($1 \frac{2}{3}$) paid days of vacation for each month worked in the University from her/his date of hire to a maximum of twenty (20) working days;
- b) the employee having one (1) year and less than twenty-one (21) years of seniority on June 1 of the current year is entitled to twenty-two (22) paid working days;
- c) the employee having twenty-one (21) years or more of seniority on June 1 of the current year is entitled to twenty-five (25) paid working days.

29.03

For the purpose of paragraph 29.02 a), if the employee has been hired before the sixteenth day of the month, the month of hire is considered as one (1) complete month of service.

29.04

In the case of the termination of employment, the following provisions apply:

- a) The employee who has not taken her/his entire vacation entitlement during the fiscal year preceding June 1 receives an indemnity which is equal to the number of vacation days to which she/he was entitled.
- b) The employee is entitled to a vacation indemnity equal to eight point eight percent (8.8%) of the total wages earned between June 1 of the current year and her/his date of departure after deduction of the vacation days already taken.
- c) The employee entitled to twenty-five (25) days of vacation is entitled to a vacation indemnity equal to ten percent (10%) of total wages earned between June 1 of the current year and her/his date of departure after deduction of the vacation days already taken.

29.05

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

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| | |
|--|--|
| Illness: | An employee absent from work by virtue of the provisions of Article 36 accumulates vacation credits during the first four (4) consecutive months of her/his absence. |
| Work Accident: | An employee absent from work by virtue of the provisions of Article 35 accumulates vacation credits during the first twelve (12) consecutive months of absence. |
| Maternity and Adoption: | An employee accumulates vacation credits during maternity and adoption leaves. |
| Lay-Off: | An employee's vacation entitlement is prorated to the number of months worked. |
| Leave without pay exceeding one (1) month: | An employee's vacation entitlement is prorated to the number of months worked. |

29.06

Before her/his departure for vacation, upon agreement with her/his immediate supervisor, an employee receives for the vacation period to which she/he is entitled a remuneration equivalent to her/his regular salary in effect at the time she/he takes her/his vacation provided she/he so requests at least ten (10) days prior to the departure for vacation.

29.07

In the event of the death of an employee, the University will give her/his vacation indemnity to the beneficiaries or legal heirs.

29.08

- a) An employee unable to take her/his annual vacation at the scheduled time due to illness, accident or occupational injury occurring before the beginning of her/his vacation period may defer her/his annual vacation to a later date. However, she/he must notify her/his immediate supervisor as soon as possible prior to the date set for the beginning of her/his vacation period. Upon her/his return to work, the employee must work out a new vacation period with her/his immediate supervisor.

- b) An employee hospitalized as a result of illness or an accident which occurs during her/his vacation may, after agreement with her/his immediate supervisor, defer the balance of her/his annual vacation either to the end of her/his disability or to a later date agreed upon with her/his immediate supervisor. The term hospitalized includes out-patient services that require the employee be restricted to her/his residence for the treatment period.

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- c) An employee who, on June 1 of a given year, has been disabled for a period of less than twelve (12) months and who has not taken all of her/his vacation entitlement from the previous year because of the disability, may, after agreement with her/his immediate supervisor, defer the balance of her/his vacation entitlement, either to the end of the disability, or to a later date agreed upon with her/his immediate supervisor.
- d) An employee who, on June 1 of a given year, has been disabled for twelve (12) months or more receives a vacation indemnity equal to the number of vacation days to which she/he is entitled.
- e) An employee who is requested by her/his supervisor to work during her/his vacation period receives payment for expenses related to the cancellation or postponement of the vacation upon presentation of valid receipts.

29.09

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

Moreover, with the permission of the immediate supervisor, an employee may defer two (2) weeks of vacation from one year to the next, and this for two (2) consecutive years, for a total deferred vacation of four (4) weeks.

This accumulated vacation must be taken at the latest in the third year.

However, the total duration of the annual vacation (taken consecutively or not) must not exceed nine (9) weeks within any one fiscal year.

29.10

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

29.11

After agreement with the immediate supervisor as to the dates, an employee is entitled to extend her/his vacation with a leave without pay provided that the service requirements are respected.

However, the total duration of the annual vacation taken (consecutively or not) and of the extension may not exceed nine (9) weeks within any one fiscal year.

29.12

The University determines the vacation periods of the employees taking into consideration the following:

- the seniority of the employee;
- the preference expressed by the employee;
- service requirements.

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

ARTICLE 30 PARENTAL LEAVES

Section I - General Provisions

30.01

The maternity leave compensation amounts provided for in Section II are only paid as supplements to the Employment Insurance benefits or, in the cases stipulated hereinafter, as payments during a period of unemployment caused by a pregnancy for which Employment Insurance does not provide anything.

30.02

If the granting of a leave is restricted to only one spouse, such restriction applies as long as the other spouse is also an employee of the public, para-public, or university sector.

30.03

The University does not reimburse the employee for the amounts that Human Resources Development Canada (H.R.D.C.) could require her/him to repay under the Employment Insurance Act, when the employee's income exceeds the insurable maximum by one and one half (1 1/2) times.

30.04

This article does not grant an employee a benefit, monetary or non-monetary, which she/he would not have had if she/he had remained at work.

Section II - Maternity Leave

30.05

- a) A pregnant employee is entitled to a maternity leave of twenty (20) weeks, which subject to clause 30.07, must be consecutive.
- b) An employee who becomes pregnant while benefiting from a leave of absence or a part-time leave of absence provided for in this article is also entitled to the maternity leave and the compensation provided in clauses 30.09 and 30.10, whichever is the case.
- c) An employee who gives birth to a stillborn child after the beginning of the twentieth (20th) week preceding the due date is also entitled to the maternity leave.
- d) An employee whose spouse dies receives the balance of her twenty (20) weeks of maternity leave, and benefits from any rights and benefits pertaining to such leave.

30.06

The distribution of the maternity leave before and after the birth is at the employee's discretion and includes the date of delivery. However, the maternity leave begins at the earliest eight (8) weeks before the week in which the due date falls, or at the latest the week in which the birth occurs. It ends at the latest twenty (20) weeks after the week it has started.

30.07 Interruption of a Maternity Leave

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

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

The leave may only be interrupted once. The rest of the leave is taken when the child goes home. However, any such interruption does not have the effect of increasing the number of weeks for which compensation is payable according to clauses 30.09 and 30.10.

30.08

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

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

30.09 Cases Eligible for Employment Insurance

Subject to the Employment Insurance criteria for eligibility, the employee who has accumulated six hundred (600) hours or more of work before the beginning of her maternity leave and who, following the submission of the request for Employment Insurance benefits receives these benefits, with the exception of paragraphs a) and c) below, is entitled, during her maternity leave, to receive, subject to clause 30.12:

- a) For each week of the waiting period stipulated by the Employment Insurance Plan compensation equal to ninety-three percent (93%) of her regular weekly salary. (This percentage has been set to take account for the fact that the employee benefits in such a situation by being exempted from paying contributions to the pension and unemployment insurance plans, which are equivalent to seven percent (7%) of her salary, on the average.)
- b) For each week she is receiving Employment Insurance benefits and up to a maximum of fifteen (15) weeks, a complementary compensation equal to the difference between ninety-three percent (93%) of her regular weekly salary and the amount of the Employment Insurance benefit received. This complementary compensation is calculated on the basis of the Employment Insurance benefits that an employee is entitled to receive without taking into account the amounts deducted from such benefits because of the reimbursement of benefits, interest, penalties and other amounts recoverable under the Employment Insurance Plan.

- c) For each week in excess of the weeks described in paragraph b) she is receiving Employment Insurance benefits, a complementary compensation equal to the difference between ninety-three percent (93%) of her regular weekly salary and the amount of the Employment Insurance benefit received and this, up to the twentieth (20th) week of the maternity leave provided by clause 30.05. This compensation is calculated as provided by paragraph b) above.
- d) When the employee resumes the maternity leave interrupted by virtue of clause 30.07, the University pays the employee the compensation to which she would have been entitled had she not availed herself of such interruption.
- e) The University may not offset, by the compensation that it pays to the employee on maternity leave, the reduction in the Employment Insurance benefits resulting from the salary earned in the employ of another university.

Notwithstanding the provisions of the preceding sub-paragraph, the University provides this compensation if the employee proves that the salary earned from another university is a regular salary, by means of a letter to this effect from the university who pays it. If the employee proves that only a portion of this salary is regular, the compensation is limited to this portion. The other university that pays the regular salary as mentioned in the preceding sub-paragraph must, at the employee's request, produce such a letter.

The total amount received by the employee during her maternity leave in Employment Insurance benefits, compensation and salary may not, however, exceed ninety-three percent (93%) of the basic regular weekly salary paid by the University and other universities, as the case may be.

30.10 Cases not eligible for Employment Insurance

Any employee who is excluded from Employment Insurance benefits or who is declared ineligible is also excluded from any other compensation.

However:

- a) The full-time employee who has accumulated twenty (20) weeks of service is entitled, for ten (10) weeks, to compensation equal to ninety-three percent (93%) of her regular weekly salary if she is not eligible for Employment Insurance for the following reason: she did not hold an insurable job for at least six hundred (600) hours during the qualifying period provided for in the Employment Insurance Plan.
- b) The part-time employee who has accumulated twenty (20) weeks of service is entitled, for ten (10) weeks, to compensation equal to ninety-five percent (95%) of her regular weekly salary if she is not entitled to Employment Insurance benefits for one of the following two reasons:

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- 1) she did not contribute to the Employment Insurance Plan

or

- 2) she did contribute but did not hold an insurable job for at least six hundred (600) hours during her period of reference.

If the part-time employee is exempt from contributing her part of the pension plan and the Employment Insurance Plan, the percentage of compensation is fixed at ninety-three percent (93%).

30.11 Cases Provided for in Clauses 30.09 and 30.10

- a) No compensation may be paid during the vacation period for which an employee is paid.
- b) The compensation due for the first two (2) weeks is paid by the University in the two (2) weeks following the beginning of the leave; the compensation due after this date is paid at two (2) week intervals. In the case of the employee who is eligible for Employment Insurance benefits, the first instalment need only be paid fifteen (15) days after the University receives proof that she is receiving Employment Insurance benefits. For purposes of this paragraph, a statement of benefits, a stub or information provided by the H.R.D.C. to the University by means of an automated statement are considered as proof.
- c) Hours of work or service are calculated on the basis of employment in the university, public and para-public sectors, (Public Service, Education, Social Affairs) as well as the following organizations:
 - Agence métropolitaine de transport;
 - Bureau d'accréditation des pêcheurs et des aides-pêcheurs du Québec;
 - Caisse de dépôt et placement du Québec;
 - Centres d'aide juridique;
 - Commission de la capitale nationale;
 - Commission de la construction du Québec;
 - Commission de développement de la métropole;
 - Commission de reconnaissance des associations d'artistes et des associations de producteurs;
 - Commission des droits de la personne et des droits de la jeunesse;
 - Commission des services juridiques;
 - Commission des valeurs mobilières du Québec;
 - Conseil des arts et des lettres du Québec;
 - Conseil des services essentiels;
 - Corporation d'hébergement du Québec;
 - Corporation d'urgence-santé de la région de Montréal Métropolitain;
 - Financement-Québec;
 - Fondation de la faune du Québec;

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- 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 criss;
- 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;
- Les Régies régionales de la santé et des services sociaux;
- Les Corporations d'aide juridique;
- L'Office Franco-Québécois pour la jeunesse;
- La Société des traversiers du Québec;
- La Société québécoise de développement de la main-d'oeuvre;
- La Société de gestion du réseau informatique des commissions scolaires.

As well as any other organization whose name appears in Appendix C of the Act respecting the Process of Negotiation of the Collective Agreements in the Public and Parapublic Sectors (R.S.Q., Chapter R-8.2).

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In addition, the requirements stipulated in clauses 30.09 and 30.10 are considered satisfied when the employee has worked the required number of hours and/or weeks at one or the other of the Québec universities.

- d) The regular weekly salary of the permanent part-time employee is the regular weekly salary averaged over the period of required number of hours and/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 the above-mentioned benefits were established.

If during the period of required number of hours and/or weeks the salary scales are adjusted, the adjusted amount will be considered as the regular weekly salary. If, however, the maternity leave includes the date at which the salary scales are adjusted, the regular weekly salary of the employee is calculated, as of this date, according to the salary scale adjustment which applies.

Moreover, any period in which the employee on special leave as provided for in clause 30.18 does not receive any compensation from the CSST (Commission de la Santé et de la Sécurité au Travail) is exempt for the purposes of calculating the employee's weekly base salary.

30.12

The maternity leave allowance (currently set at three hundred and sixty (\$360)-dollars) paid by the Centre de la Main-d'Oeuvre du Québec is deducted from the compensation to be paid under clause 30.09.

The forgoing shall not apply when an employee's application for this allowance has been refused, and written proof of the refusal is provided.

30.13

- a) During the maternity leave the employee is entitled to the following benefits, 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 the collective agreement as if she were at work.

- b) The employee may defer a maximum of four (4) weeks of annual vacation if it falls within her maternity leave and if she notifies the University in writing of the date of such deferral no later than two (2) weeks before the expiry of said maternity leave.

30.14 Extension of a Maternity Leave

If the birth occurs after the due date, the employee is entitled to extend her initial maternity leave for the length of time the birth is overdue unless she has at least two (2) weeks of maternity leave left after the birth. However, the maximum duration of the period for which the complementary compensation provided by clauses 30.09 and 30.25 is payable cannot exceed the period of fifty-two (52) weeks.

Furthermore, the employee may extend her initial maternity leave by six (6) weeks if her child's health requires that she do so. However, the maximum duration of the period for which the complementary compensation provided by clauses 30.09 and 30.25 is payable cannot exceed the period of 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 listed in clause 30.13 insofar as she is normally entitled to them.

30.15

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

30.16

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

The employee to whom the University has sent such a notice must report to work upon the termination of the maternity leave unless such leave is extended as provided for in clause 30.25.

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

30.17

Upon her return to work, the employee returns to her position or to a position that was successfully obtained through a posting during her leave. In the event that her position has been abolished following the application of Articles 14 or 15, the employee may avail herself of all rights and privileges provided in the collective agreement at the moment of her return.

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

Section III - Special Leaves

30.18

a) Provisional assignment and Special leave

An employee may request a provisional 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;
- 2) her working conditions involve dangers for the child whom she is breast-feeding.

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

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

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

However, following a written request to this effect, the University shall give the employee an advance on the indemnity to be received, such advance being based on the anticipated payments. If the C.S.S.T. pays the anticipated indemnity, the advance shall be repaid from such indemnity. However, in the event that the employee avails herself of her right to appeal against the decision of the C.S.S.T., the repayment shall not be required before the decision of the board of review of the C.S.S.T. is rendered.

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

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

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

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

(b) Other Special Leaves

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

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

30.19

With regard to visits cited in clause 30.18(b)(3), the employee is entitled to special leave without loss of pay, up to a maximum of four (4) days. These leaves may be taken as half days.

During the special leaves granted under this Section III, the employee receives the benefits provided for in clause 30.13, insofar as she is normally entitled to them, and also in clause 30.17 of Section II. The employee covered by clause 30.18 (b) may also avail herself of the benefits from the sick leave plan or the salary insurance plan, whichever the case may be. In the case of a leave covered by paragraph 30.18(b)(3), the employee benefits from a leave during her working hours, without any loss of pay.

Section IV - Other Parental Leaves

30.20 Paternity Leave

The employee whose spouse gives birth is entitled to a leave without loss of pay for a maximum period of five (5) working days. This leave may be discontinuous and must be taken between the beginning of labour and the fifteenth (15th) day following the mother's or

the child's return home. One of the above days, may be reserved for the Christening or for Civil Registration.

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

An extended leave of a maximum duration of two (2) years is granted to an employee in addition to the leave referred to in the first paragraph.

Subject to the Employment Insurance criteria for eligibility and where, following the submission of a request for Employment Insurance benefits, the employee receives the benefits, he is entitled, during his extended leave, to receive for each week he is receiving Employment Insurance benefits and up to a maximum of thirty-five (35) consecutive weeks, a complementary compensation calculated as provided by clause 30.09 above. The complementary compensation is only paid fifteen (15) days after the University receives proof that the employee is receiving Employment Insurance benefits. For the purpose of this paragraph, a statement of benefits, a stub or information provided by the H.R.D.C. to the University by means of an automated statement are considered as proof.

During this maximum two (2) year period, and once the period for which the complementary compensation is payable, is over, the employee may, upon written request at least thirty (30) days in advance, change one (1) time his extended leave into an extended partial leave.

30.21 Leave for Adoption

- a) An employee who legally adopts a child, other than her/his spouse's, is entitled to a leave of absence of a maximum duration of two (2) years.

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

- b) Subject to the Employment Insurance criteria for eligibility and, where following the submission of a request for Employment Insurance benefits, the employee receives the benefits, she/he is entitled during her/his leave, to receive for each week she/he is receiving Employment Insurance benefits and up to a maximum of thirty-five (35) consecutive weeks, a complementary compensation calculated as provided by clause 30.09 above. Should the employee not be eligible for Employment Insurance benefits, she/he receives the indemnity provided in clause 30.10 for a period of ten (10) weeks. The complementary compensation is only paid fifteen (15) days after the University receives proof that the employee is receiving Employment Insurance benefits. For the purpose of this paragraph, a statement of benefits, a stub or information provided by the H.R.D.C. to the University by means of an automated statement are considered as proof.
- c) In the cases cited in the preceding paragraph, the provision related to maternity leave provided in clause 30.11 applies. The employee is entitled to the benefits referred to in

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clause 30.13 for the first seventeen (17) weeks of her/his adoption leave insofar as she/he is normally entitled to them.

- d) During this maximum two (2) year period, and once the period for which the complementary compensation is payable, is over, the employee may, upon written request at least thirty (30) days in advance, change one (1) time his extended leave into an extended partial leave.

30.22

- a) The employee who legally adopts a child and who does not benefit from a leave for adoption provided for in clause 30.21 is entitled to a leave of a maximum of five (5) working days, of which only the first two (2) days are paid.
- b) The leave can be discontinuous but cannot be taken after the fifteen (15) days following the arrival of the child at home. The employee who adopts the child of her/his spouse is only allowed a leave of two (2) days.

30.23 Leave without pay in view of adoption

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

In addition, the employee who goes outside of Quebec in view of adoption of a child, is entitled to, upon written request to the University if possible two (2) weeks in advance, a leave without pay for the time necessary for such travel.

30.24

During a leave without pay in view of adoption provided in the preceding clause, the employee benefits from the advantages referred to in clause 30.26.

If the leave without pay in view of adoption results in legal adoption, the employee benefits, subject to the Employment Insurance criteria for eligibility, from the compensation provided by paragraph 30.21 b).

30.25 Extended Leave and Extended Partial Leave

An extended leave of a maximum duration of two (2) years is granted to an employee to extend her maternity leave. This extended leave must immediately follow the maternity leave provided in clause 30.09.

Subject to the Employment Insurance criteria for eligibility and where, following the submission of a request for Employment Insurance benefits, the employee receives the benefits, she is entitled, during her extended leave, to receive for each week she is receiving Employment Insurance benefits and up to a maximum of thirty-two (32) consecutive weeks, a complementary compensation calculated as provided by paragraph 30.09 b) above. The complementary compensation is only paid fifteen (15) days after the University receives proof that the employee is receiving Employment Insurance benefits. For the purpose of this paragraph, a statement of benefits, a stub or information provided by the H.R.D.C. to the University by means of an automated statement are considered as proof.

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During this maximum two (2) year period, and once the period for which the complementary compensation is payable, is over, the employee may, upon written request at least thirty (30) days in advance, change one (1) time his extended leave into an extended partial leave.

30.26

- a) The employee who wishes to avail herself/himself of a leave provided in clauses 30.20, 30.21, 30.23 and 30.25, must advise the University fifteen (15) days in advance.
- b) An employee may extend leaves provided in clauses 30.20, 30.21, 30.23 and 30.25. However the total period of leave must not exceed the maximum duration provided by this article. The employee must file with the University a written request of her/his intention at least four (4) weeks prior to the expected date of return provided for in the employee's initial request for a leave.
- c) During the extended leaves referred to in clauses 30.20, 30.21, 30.23, and 30.25, the employee continues to accumulate her/his seniority, retains her experience and may continue to participate in any benefit plans she/he is entitled to by so asking at the beginning of her/his leave and by paying the entire cost of the premiums.
- d) During the extended partial leaves referred to in clauses 30.20, 30.21, 30.23, and 30.25, the employee accumulates her/his seniority, and while at work is governed by the rules which apply to the part-time employee.
- e) During the extended leaves referred to in clauses 30.20, 30.21, 30.23, and 30.25, be it full time or part-time, the employee accumulates his/her experience as used to determine his/her salary, up to a maximum of the first thirty-five (35) weeks of his/her leave.

30.27

The employee may take her/his deferred annual vacation during the week immediately following the last week during which the Employment Insurance benefits are payable as per the Employment Insurance Act.

For the purpose of applying the present clause, all holidays accumulated according to Article 29 before the beginning of or pursuant to any leaves provided by clauses 30.05, 30.14, 30.20, 30.21, and 30.25, are added to the deferred annual vacation.

At the end of the extended leaves or extended partial leaves provided by clauses 30.20, 30.21, and 30.25, the employee is reinstated into her/his position. In the event that her/his position has been abolished, the employee has the same rights she/he would have benefited from had she/he been at work.

Likewise, upon her-his return from a leave without pay or partial leave without pay, the employee who does not hold a position return to the assignment she-he performed at the time of her-his departure if the intended duration of such assignment extends beyond the expiry of the leave. If the assignment is completed, the employee is entitled to any other assignment as provided for in the collective agreement.

A leave without pay or a partial leave without pay of a maximum duration of one (1) year is granted to the employee whose minor child has emotional or social development problems or is disabled or has long-term illness and whose condition requires the presence of the employee concerned. Conditions pertaining to such a leave shall be determined through agreement between the employee and the University, and shall include, among others, the provisions of clause 30.26, 30.28 and 30.30. The University shall provide the Union with the copy of such an agreement.

30.28 Miscellaneous provisions

In the case of an extended partial leave provided by clauses 30.20, 30.21, 30.25, the request must indicate the arrangement of such leave.

In the case of disagreement between the University and the employee as to the number of days, the employee is entitled to a maximum of two and one half (2 ½) days of leave per week, or its equivalent. Failing agreement on the distribution of these days, the University determines the schedule.

The employee and the University may agree at all times on a rearrangement of the partial leave without pay.

30.29

The University must send to the employee during the fourth (4th) week preceding the expiry of an extended leave or an extended partial leave provided by clauses 30.20, 30.21, and 30.25, a notice indicating the date of expiry of the said leave.

The employee to whom the University has sent a notice described above must present herself/himself at work upon expiry of the said leave.

The employee who does not conform to the provisions set out in the preceding paragraph is deemed to be on a leave without pay for a period not exceeding four (4) weeks. If, at the end of this period, the said employee does not return to work, she-he is deemed to have resigned.

30.30

The employee to whom the University has sent a four (4) week advance notice indicating the termination date of an extended leave or of an extended partial leave must inform the University, at least two (2) weeks prior to the termination of the said leave of her/his return to work. Failing this, she/he is considered as having resigned.

The employee who wishes to end her/his extended leave or extended partial leave before the anticipated date must give a written notice of her/his intentions at least twenty-one (21) days prior to her/his return to work, or, if the leave exceeds thirty-five (35) weeks, of at least thirty (30) days prior to her/his return to work.

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30.31

Amounts payable in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

ARTICLE 31 LEAVE WITHOUT PAY

31.01

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 shall make a written request to his/her immediate supervisor.

The University shall not reject a request for such a leave without valid reason. The employee shall use this leave for the reasons mentioned in her/his request.

31.02

The duration of a leave without pay does not generally exceed twelve (12) months. The leave without pay may be extended with the consent of the University.

31.03

A written request for a leave without pay should be forwarded to the immediate supervisor normally no later than two (2) months before the beginning of the said leave. The University must respond in writing within three (3) weeks of receipt of the request.

31.04

If an employee fails to return to work at the end of said leave without having received authorization to extend this leave, except in the case of a situation that is beyond his/her control, she/he is considered as having resigned retroactive to the date of the beginning of the leave.

31.05

Upon agreement between the parties, the employee may request to end her/his leave without pay before the anticipated return date. The University shall not reject such a request without valid reason.

31.06

Upon her/his return, the University reintegrates the employee with all of her/his rights into the position she/he occupied at the beginning of the leave, or if his/her position has been abolished, the procedures in Article 14 or 15 will apply.

31.07

Unless there is an agreement or provision to the contrary, an employee on leave without pay does not benefit from the advantages provided in the present agreement except for the accumulation of seniority up to a maximum of twelve (12) months as per clause 13.03. However, she/he continues to benefit from the pension and insurance plans should these plans so permit, on condition that she/he pays the entire cost.

31.08 Part-time leave

- a) The leaves without pay provided in clause 31.01 can be part-time and this according to the same conditions. In this case, the employee's working conditions will be applied on a prorated basis to the number of paid hours with the exception of seniority which is accumulated as if the employee were at work full-time.

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- b) The University and the employee must agree on the arrangement of the part-time leave, which will not exceed three (3) days a week.
- c) The permanent part-time employee is not entitled to a part-time leave without pay.
- d) During a part-time leave, the employee's salary is pro-rated to hours worked. As for benefits, the University and the employee agree to pay premiums as if the employee were working on a full-time basis. For the purpose of calculating benefits, an employee on a part-time leave is considered to be working full-time.

31.09

The employee who is granted a leave without pay is entitled, upon request, to the payment of accumulated vacation.

ARTICLE 32 STUDY LEAVE

32.01 Study leave

- a) Study leave is intended to provide employees with the opportunity to pursue undergraduate or graduate study, or professional training which will increase or broaden the competencies of the employee.
- b) Employees who have completed two (2) years of service as a permanent employee with the University will be eligible for study leave.
- c) The parties view study leave as beneficial to employees and the University. Consequently, granting study leaves will not be unreasonably withheld. Nonetheless, a study leave will be subject to the ability of the department to accommodate such leave.

32.02

- a) Written application for a study leave shall be made to the immediate supervisor with a copy to the Department of Human Resources and Employee Relations, normally two (2) months prior to the date at which the leave is to commence.
- b) Applications for study leave will state the following:
 - i) the specific reason for the leave, including proof of acceptance, if available, into an accredited or recognized program of studies;
 - ii) the exact period of leave;
 - iii) the percentage of work reduction requested.

32.03

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

32.04

Normally, a study leave does not require an employee's continuous absence from normal duties and responsibilities in excess of fifty percent (50%).

32.05

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

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| Percentage of work | Percentage of salary |
|---------------------------|-----------------------------|
| 50% | 60.00% |
| 60% | 67.5% |
| 70% | 75.00% |
| 80% | 82.50% |
| 90% | 90.00% |

32.06

An employee's salary, while on leave, is to be calculated on the basis of the employee's normal hours of work. All applicable salary adjustments will be applied to this salary.

32.07

Eligible employees who participate in the University benefit plans will continue to do so during their leave. Pension, Life Insurance and Long Term Disability benefits, as well as University and employee contributions, will be calculated using the employee's annual base salary.

32.08

Vacation entitlement for an employee on study leave will be prorated to time worked

32.09

The immediate supervisor must inform the employee, in writing, of the approval or refusal of her/his study leave request, with a copy to the Department of Human Resources and Employee Relations, within six (6) weeks of the date the application was received. The approval letter must include all conditions agreed upon. A refusal letter must include reasons for the refusal.

32.10

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

32.11

The employee who has completed an initial study leave totalling twenty-four (24) months must accumulate three (3) years of service in a permanent position in order to be eligible again for such leave.

32.12

With the authorization of her/his immediate supervisor, an employee may request that part of her/his study leave consist of a continuous full-time absence from work of not more than six (6) months. The period of time worked must precede the period of study leave. An employee's salary during such a study leave is calculated as follows:

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| Time worked | Study Leave | % worked | % salary |
|--------------------|--------------------|-----------------|-----------------|
| 6 Months | 6 Months | 50% | 60.0% |
| 7 Months 6 Days | 4 Months 24 Days | 60% | 67.5% |
| 8 Months 12 Days | 3 Months 18 Days | 70% | 75.0% |
| 9 Months 18 Days | 2 Months 12 Days | 80% | 82.5% |
| 10 Months 24 Days | 1 Month 6 Days | 90% | 90.0% |

Time worked is based upon a twelve (12) month year and a thirty (30) day month.

ARTICLE 33 TUITION WAIVER

33.01

Permanent employees and temporary employees with an appointment of one year or longer as well as their dependents accepted in and registered for courses given by the University are exempt from the tuition fees for credit courses, such exemption being calculated at the rate established for students who are residents of Québec. For part-time employees, the exemption is prorated to hours worked.

33.02

The expression "courses given by the University" refers to all credit courses.

33.03

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

- a) a spouse as defined in Article 2;
- b) the child/children, that is to say any child of the employee, of her/his spouse, or of both, whether they are financially dependent or not on the employee.

33.04

The following persons are also entitled to a tuition waiver:

- a) the spouse and the children of an employee who died while in the employ of the University, as long as the spouse and children of that employee are financially dependent on the proceeds of the estate of the deceased employee;
- b) an employee who has retired from the University;
- c) the spouse and the financially dependent children of an employee who has retired from the University.

33.05

Except as provided for in clause 33.04, the tuition waiver granted to the employee and her/his dependents applies only for the duration of the employee's permanent employment in the University. This right ceases at the moment the employee terminates her/his employment with the University, and in such an event the employee becomes responsible, as of the date of termination of employment, for a prorated amount of the tuition fees that had been waived. When an employee is laid off, the waiver of tuition remains in effect for the duration of the current term.

The employee who at the time of hiring is registered for a course or courses given by the University shall receive an exemption from the tuition fees prorated to the date of hire.

33.06

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

33.07

An employee who, in order to complete a program leading to a university degree, must take a course that is not offered outside her/his regular working hours, may take the course during her/his regular hours of work, provided that a request is made in advance to her/his immediate supervisor and that an agreement is reached with her/him concerning the redistribution of her/his hours of work.

33.08

- a) The University recognizes that a knowledge of French and English is desirable and agrees to assist employees in acquiring such knowledge.
- b) An employee may take, without loss of pay, French or English language credit courses offered by the University during regular working hours, provided that a request is made in advance to her/his immediate supervisor. The granting of such a request shall not be unreasonably withheld.
- c) An employee may take, without loss of pay, French or English language non-credit courses offered by the Centre for Continuing Education. In this case, the employee shall pay the tuition fees and shall be reimbursed by the University upon providing a proof that the course has been completed. The granting of such request shall not be unreasonably withheld.
- d) The University agrees that employees shall benefit from any general policy, related to French or English language courses offered by the University, which provides greater advantages than those offered by this clause.

ARTICLE 34 PUBLIC SERVICE LEAVES

34.01

Any permanent employee standing for election to a municipal council, a school board, a hospital board, or a local centre for community services (CLSC) is entitled to a leave without pay not exceeding thirty-five (35) working days. The employee may take her/his vacation entitlement within this thirty-five (35) day period.

34.02

Any permanent employee elected in a municipal election (full-time mandate), provincial or federal election is granted a leave without pay for the duration of her/his first term of office. The University agrees to reintegrate the employee upon her/his return to work into a position equivalent to the one she/he held before her/his leave. If the position is abolished, the procedures set out in articles 14 and 15 apply.

34.03

An employee who wishes to participate in the organization of an electoral campaign may, after agreement with the University, use her/his vacation entitlement or a leave without pay.

34.04

An employee elected to a municipal council, a school board, a hospital board, or a local centre for community services (CLSC) is entitled to a leave without pay to participate in meetings or official activities of her/his function.

In such cases, an employee must submit a written request indicating the nature of the absence and the probable duration of the absence must be given to the immediate supervisor, as a general rule at least five (5) working days prior to the date of the beginning of the leave.

34.05

Upon the employee's return to work, the University shall reinstate the employee into the position she/he held at the time of her/his departure. If the position is abolished, the procedures set out in articles 14 and 15 apply.

ARTICLE 35 WORK ACCIDENTS AND OCCUPATIONAL DISEASES

35.01

An employee who is victim of a work accident or has contracted an occupational disease must report it to her/his immediate supervisor as soon as possible after the occurrence of such accident or disease, and must complete and sign the University form relating to work accidents and occupational diseases as soon as possible after the incident.

35.02

When an permanent employee is absent from work as a result of a work accident or an occupational disease, as provided for in law, the University must pay the employee her/his regular weekly salary for a period of four (4) calendar months following the beginning of the absence. The employee must then turn over to the University the compensation received from the Commission de la Santé et de la Sécurité du Travail (CSST). If the absence exceeds four (4) months the University must continue to pay the equivalent of the indemnity paid by the CSST and this for the two (2) years following the beginning of the absence. Thereafter, indemnity is undertaken by the CSST. The terms of this paragraph will remain in effect until the CSST determines that the employee is either able to return to work or suffering from a permanent disability, partial or total, preventing her/him from returning to work.

The employee will also benefit from the salary increase to which she/he is entitled including the step increase according to the dates and periods provided for in the collective agreement.

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

35.03

- a) The employee who remains incapable of doing his/her work because of a work accident or an occupational disease, and is deemed capable of performing other tasks, is entitled to the first available position which allows him/her to perform these tasks.
- b) If such a position is not available, the Union, the University and the CSST will meet to discuss a retraining program for the employee concerned in accordance with the law.
- c) The employee who is reintegrated into her/his position or an equivalent position is entitled to receive the salary and benefits at the same rate and conditions which would have applied had he/she not been absent.

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The employee who takes another position is entitled to receive the salary and benefits associated with the position, taking into account accumulated seniority and service.

35.04

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

35.05

When an employee who had a work accident or suffered an occupational disease returns to work, the University pays her/his net salary for each day or part of a day when the employee must be absent from work in order to receive care or undergo a medical exam related to her/his injury or disease, or to fulfil an activity within the framework of an individualized rehabilitation program.

Upon request, the CSST reimburses the University the salary it paid by virtue of the preceding paragraph, except when the employee is absent from work to undergo a medical exam required by the University.

35.06

As for the other terms, the parties are subject to the provisions of the Act respecting Industrial Accidents and Occupational Disease.

35.07

The University must advise the Union without delay when an employee is victim of a work accident or an occupational disease, unless the employee objects.

ARTICLE 36 SICK LEAVE

36.01

The purpose of the University's sick leave program is to compensate for the loss of earnings of any employee who is not able to perform her/his normal duties because of sickness or accident other than an occupational injury. The cost of the program is borne entirely by the University.

36.02

Employees who become disabled due to illness or injury are entitled to paid sick leaves, for periods of up to four (4) months, paid at the equivalent rate the employees would have received had they remained at work.

36.03

When disability continues for more than four (4) months, employees are protected by the provisions of the Long Term Disability Insurance Plan.

36.04

Successive periods of disability due to the same or related causes, and separated by a return to work of three (3) months or less, are considered to be part of the same period of disability, which means that the benefits will be paid for no more than a total of four (4) months.

36.05

Successive periods of disability that are entirely unrelated in cause are also considered to be part of the same period of disability if they are separated by a return to work of one (1) month or less.

36.06

Employees receiving paid sick leave must provide, upon request, satisfactory medical proof of disability.

36.07

Disability periods of four (4) months or less have no effect on an employee's participation in or eligibility for any other benefits under Article 37 of this agreement.

36.08

All rights and privileges granted by this agreement shall continue to apply during the periods of paid sick leaves provided for in clause 36.02.

36.09

In the event of any absence, the employee has the responsibility to inform her/his immediate supervisor as soon as possible.

36.10

Upon receipt of a medical certificate from the attending physician, confirming that the employee is able to resume her/his regular work, the University shall reinstate the employee

into the position she/he occupied at the beginning of the sick leave. The position that becomes unoccupied due to a sick leave provided for in the present article is not considered as being a vacant position.

36.11

- a) If an employee in a permanent position is on sick leave for more than three (3) years, the parties agree to post a position unless a medical practitioner certifies that a remission from the illness is a possibility.
- b) In this case, if the employee on sick leave returns, he/she is treated as if her/his position had been abolished and the procedures provided for in articles 14 and 15 apply.
- c) The employee who is acting as a replacement in a position affected by paragraph a) may be granted the position without posting so long as the employee meets all of the requirements of the position. Otherwise, the position is posted and the employee is laid off.

36.12 Duty to Accommodate

The University undertakes to put reasonable accommodation measures into place for an employee who becomes disabled, either temporarily or permanently, due to either an occupational or non-occupational illness or injury to the extent of undue hardship. First, consideration will be given to modifying his/her position if the duties of this position can be modified to allow the employee to perform the functions involved.

However, in cases where the employee's position cannot be modified to achieve the foregoing, the University will make every effort to then place the employee in another position in the bargaining unit, where such a vacancy exists, without loss of salary or benefits.

Should no suitable position be available in the bargaining unit, the University shall place the employee in another available position at the University without loss of salary or benefits.

With respect to the temporary employee, the duty to accommodate will conclude at the termination date of the assignment subject to the right of the employee to be placed on the recall list or to obtain a position as provided for under the collective agreement.

ARTICLE 37 GROUP INSURANCE AND PENSION PLAN BENEFITS
37.01

- a) Permanent employees covered by this agreement are entitled to participate in the university benefits program in accordance with the terms contained therein and specifically have the right to participate in the following plans:
- i. Pension Plan for Employees;
 - ii. Health Care Insurance;
 - iii. Long-Term Disability Insurance;
 - iv. Basic Life Insurance;
 - v. Accidental Death and Dismemberment Insurance;
 - vi. Optional Life Insurance;
 - vii. Optional Dependent Life Insurance;
 - viii. Registered Retirement Savings Plan.
 - ix. Dental Plan, starting January 1, 2006
 - x. Vision Plan, starting January 1, 2006

Employees hired before January 1, 2006 may opt out of the dental and vision plans. Should she/he do so, the decision is irrevocable. Employees hired on or after January 1, 2006 are mandatory members of the plan.

Notwithstanding the above, an employee may be exempted from the dental or vision plans, if she/he can show proof of equivalent coverage. Should the employee cease to benefit from this coverage, the employee's participation in the university plans is obligatory.

- b) Temporary employees are entitled to participate in selected Concordia University benefits as follows:
- i. Pension plan for employees after one (1) year of service or eight thousand dollars (\$8,000) in earnings;
 - ii. Effective January 1, 2006, health care insurance after one (1) year of service;
 - iii. Registered retirement savings plan.

In addition, temporary employees are protected by the salary insurance program in accordance with the provisions set out in article 41. Beginning January 1, 2006, the cost of this coverage shall be fully borne by the University.

- c) Retired employees are entitled to the following retirement benefits:
- i. The right to continue to participate in the Concordia Health Care Insurance Plan;
 - ii. University library privileges;

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- iii. Access to health services and athletic facilities as may be available to employees;
- iv. Tuition fee waivers in accordance with the provisions of article 33.

ARTICLE 38 RETIREMENT

38.01

An employee has the right to his/her full university pension as of the first of the month which coincides with his/her sixty-fifth (65th) birthday, or the month following it.

38.02 Early Retirement

Notwithstanding the provisions contained in clause 38.01, an employee, aged fifty-five (55) or more, has the right to take early retirement as of the first of the month which coincides with his/her date of birth or the month which follows it, subject to a notice of at least three (3) months.

38.03

In addition to his/her early retirement pension, an employee who has completed fifteen (15) years of service has the right to receive a lump sum calculated according to his/her age at early retirement. The amount is determined in the following way:

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

38.04 Gradual Retirement

An employees who is at least sixty (60) years old, and who has completed ten (10) years of service, may choose to take gradual retirement over a maximum period of three (3) years, so that he/she will be on full retirement, at the latest, by the first of the month following the date that he/she reaches sixty-five (65) years of age.

38.05

A request for gradual retirement must be submitted in writing to the immediate supervisor at least three (3) months prior to the starting date of gradual retirement. This request must be accompanied by a document signed by the employee in which he/she acknowledges that his/her retirement will begin at the expiration of the gradual retirement period and, in all cases, at the latest by the first of the month following the date that he/she reaches sixty-five (65) years of age.

38.06

As of the starting date of gradual retirement, the University will reduce the employee's work load by forty percent (40%) for the three (3) year period.

38.07

During the period of gradual retirement, the employee will receive seventy-five percent (75%) of the wages he/she would have received if his/her workload had not been reduced.

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The other conditions of employment provided for in the collective agreement remain unchanged.

38.08

An employee who finishes a period of gradual retirement cannot take advantage of clause 38.03.

However, if he/she takes early retirement during or at the end of his/her first or second year of gradual retirement, clause 38.03 applies at a rate of fifty percent (50%).

ARTICLE 39 SALARIES

39.01

The salary scales in effect on June 1, 2002 are those which appear in Appendix 1.

39.02

On September 1, 2002, the salary scales and salaries are indexed by one and a half percent (1.5%). (Appendix 2)

39.03

On June 1 of each year 2003, 2004, 2005 and 2006, the salary scales and salaries are indexed by four percent (4%) (Appendices 3,4,5 and 6 respectively).

39.04

On June 1, 2007, the salary scales and salaries are indexed according to the percentage increase granted to the public sector for this same period.

39.05

An employee whose salary, the day preceding an increase in salaries and salary scales, is above the maximum for the scale for his/her grade on the day of the increase does not receive an increase in salary. Instead, he/she receives a lump sum payment equal to his/her salary multiplied by the percentage increase in the salary scales. This lump sum is distributed over the pay periods between June 1 to May 31 of the following year.

When the maximum salary of the scale catches up with an employee's out-of-range salary, he/she receives the new maximum salary for the grade. However, if the salary increase he/she receives is less than his/her salary the day preceding the increase multiplied by the percentage increase in the salary scales, he/she received the difference in the form of a lump sum payment. This lump sum is distributed over the pay periods between June 1 to May 31 of the following year.

The lump sum payments are earnings for the purpose of the Concordia University Pension Plan and shall be deemed pensionable earnings.

ARTICLE 40 PAYMENT OF SALARIES AND CLASSIFICATION

40.01

Employees are paid on Friday, every two (2) weeks. Should a pay day fall on a statutory holiday, the pay day will be the preceding working day.

40.02

In the event of a termination of employment, the University remits at the time of departure, to the employee who has made the request in sufficient time to allow at least eleven (11) working days for processing the termination of employment, and providing the effective date of termination coincides with the regular bi-weekly payroll run, all salaries and vacation indemnities due to her/him. Settlement options in respect of termination benefits under the Pension Plan will be forwarded within sixty (60) days from the date of termination.

40.03

The parties agree that the salaries in Article 39 and the mechanisms provided in the present article apply to all employees.

40.04 Determination of the classification of employment during this agreement

- a) As of her/his hiring, the employee will be assigned to a job and remunerated in accordance with the grade of that job.
- b) In all cases, the nature of the work, the characteristics and requirements of the job as outlined in the job profile (see template in Appendix E) and the job evaluation questionnaire will determine its grade.
- c) At the time of hire, the University will write to the employee, with a copy to the Union, confirming the job to which the employee has been assigned, along with its grade, the employee's education and relevant experience and the step at which the employee has been positioned. The University will provide the employee and the Union with a job profile within twenty (20) working days of hire.
- d) When an employee changes jobs, the University will provide the employee and the Union with the job profile within twenty (20) working days of said change.
- e) When an employee's job profile changes, the University will provide the employee and the Union with the new job profile within twenty (20) working days of said change.

40.05 Placement in New Scales

The placement of an employee in the salary scale of his/her grade is determined as follows:

- a) The employee working at the University on June 1st, 2002 is placed at the step whose salary is immediately higher than the salaries that he/she received on June 1st, 2002

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under the terms of the preceding collective agreement.

- b) The employee who had, on this date at least three (3) years of service as a professional will receive an additional step increase for each three (3) years of service in the bargaining unit, up to a maximum of three (3) steps.
- c) Notwithstanding b) above, in the case of the employee whose salary on June 1st, 2002 is lower than the minimum wage of his/her grade, according to the new scales in force, the following provisions will apply:
 - i) The employee is placed at the first step of the scale applicable to his/her grade;
 - ii) If the employee has, on this date, at least three (3) years of service in the professional bargaining unit and if the difference between the salary he/she received on June 1st, 2002 by virtue of the previous collective agreement and the salary associated with the first step is less than two percent (2%) of the latter salary, the employee will receive a supplementary step for each three (3) years of service in the bargaining unit, up to a maximum of three (3) steps.
 - iii) If the employee has, on this date, at least three (3) years of service in the professional bargaining unit and if the difference between the salary he/she received on June 1st, 2002 by virtue of the previous collective agreement and the salary associated with the first step is at least two percent (2%) but less than four percent (4 %) of the latter, the employee will receive a supplementary step for each three (3) years of service in the bargaining unit, up to a maximum of two (2) steps.
 - iv) If the employee has, on this date, at least three (3) years of service in the professional bargaining unit and if the difference between the salary he/she received on June 1st, 2002 by virtue of the previous collective agreement and the salary associated with the first step is at least four percent (4%) but less than six percent (6 %) of the latter, the employee will receive a supplementary step.
- d) An employee whose salary on June 1st, 2002 is superior to the maximum of his/her grade maintains his/her salary.
- e) The employee, hired after June 1st, 2002, is placed in the salary scale which applies to his/her year of hire and grade, at the step whose corresponding salary is immediately superior to the salary than he/she receives.

40.06

The employee hired after the signing of this agreement is placed at the first step of the salary scale of his/her grade, unless he/she has relevant qualifications (education or experience) higher than those required for the position, in which case he/she will be granted an additional step for each year of relevant experience above the minimum required, as well as

additional steps for relevant education above the minimum required, in accordance with article 40.08.

40.07

On June 1st, 2002 and thereafter on June 1st of each year, the employee receives a step increase, unless he/she was hired on or after March 1 of the current year.

40.08

The employee who has completed one year (30 credits) of relevant education over and above the education required by his/her position will be granted an additional step. He/she will be granted two (2) steps in the case of a Masters degree and three (3) steps in the case of a Doctorate degree.

Additional education compensated under the provisions of the previous collective agreement does not give the right to additional steps under the terms of the present clause.

40.09 Promotion, Transfer, or Demotion

Changes of grade, promotions, transfers or demotions do not affect the date for step increases.

40.10

The employee who transfers to a position with the same grade remains at the same step.

40.11

The employee who is promoted to a position with a higher grade, or if his/her position is reclassified to a higher grade, will receive, starting from the date of the promotion or reclassification, the most advantageous of the following options:

- the first (1st) step in the higher grade,

or

- the step which is a reduction of two (2) steps for each increase in grade.

40.12

When an employee voluntarily transfers to a position with a lower grade, his/her salary is reduced by an amount corresponding to the difference between the first two (2) steps of the salary scale of the new position. If the reduction places the salary between two (2) steps, he/she receives the immediately lower step.

However, when a position is reclassified to a lower grade, the employee continues to be paid by virtue of the grade that applied prior to the reclassification and continues to receive all step increases and raises as if the position had not been reclassified. This applies as long as the employee remains the incumbent of the said position.

40.13

An employee assigned to a position with a lower grade as a result of the application of article 15 will not suffer any reduction in salary. However, if her/his salary is superior to the maximum of the job to which she/he has been assigned, it will be reduced to the maximum of the job grade after a delay of six (6) months.

40.14 Retroactivity

The University implements the salary adjustments within sixty (60) days of the signing of the collective agreement.

Within sixty (60) days of the signing of the collective agreement, the University pays employees, who continue to work at the university, salary increases retroactive to June 1st, 2002.

Employees who have left the University or the bargaining unit since June 1st, 2002 also have a right to these retroactive salary increases on the condition that they submit a written request to Employee Relations within the ninety (90) days following the signature of the collective agreement. In this case, the University makes the payment within sixty (60) days of the request.

ARTICLE 41 TEMPORARY EMPLOYEES

41.01

Temporary positions that exist for thirty-six (36) months or more are automatically transformed into permanent positions. If the position thus transformed is filled by the same temporary employee for thirty-six (36) months or more, he/she is confirmed in the position on the condition that he/she satisfies the requirements of the position, and he/she acquires the status of a permanent employee. Otherwise, the position is posted in accordance with the procedures set out in article 17.

This provision does not limit any legal recourse available to the employee and the Union related to temporary positions under the terms of the certificate of accreditation and of the collective agreement.

41.02

The collective agreement will apply to temporary employees in the following manner:

Article 1 Purpose of the Agreement

The entire article applies.

Article 2 Definition of Terms

The entire article applies

Article 3 Professional Practice and Liability, Intellectual Property

The entire article applies

Article 4 Union Recognition

The entire article applies

Article 5 Management Rights and Obligations

The entire article applies

Article 6 Non-Discrimination

The entire article applies

Article 7 Harassment and Sexual Harassment

The entire article applies

Article 8 Right to Information

The entire article applies.

Article 9 Union Membership

The entire article applies.

Article 10 Professional Development and Training

The entire article applies except for section C.

Article 11 Leave for Union Activity and Office Organization

The entire article applies except for clause 11.11.

Article 12 Grievance and Arbitration Procedure

The entire article applies.

Article 13 Seniority

The entire article applies.

Article 14 Employment Security

The entire article does not apply.

Article 15 Lay-off and Recall

The entire article applies.

Article 16 Technological/Administrative Change and Major Budgetary Cuts

The entire article applies.

Article 17 Job Posting, Selection and Movement of Personnel

The entire article applies.

Article 18 Health and Safety

The entire article applies.

Article 19 Subcontracting

The entire article applies.

Article 20 University Closing

The entire article applies.

Article 21 Disciplinary Measures

The entire article applies.

Article 22 Personal Files

The entire article applies.

Article 23 Correspondence and Room Bookings

The entire article applies.

Article 24 Hours of Work and Work Schedules

The entire article applies.

Article 25 Successorship

The entire article applies.

Article 26 Stipends

The entire article applies.

Article 27 Holidays

The entire article applies.

Article 28 Social Leaves, Personal Leaves and Deferred Salary Leaves

The entire article applies except for clause 28.06 and 28.09.

Article 29 Vacation

The entire article applies.

Article 30 Parental Leave

The entire article applies. However, the temporary employee cannot receive an indemnity once laid-off. Being on parental leave should not prevent the employee from applying for and receiving a position, or from being placed on the recall list if he/she is laid off and from obtaining an assignment. If the employee accepts the position, this will conclude the leave.

Article 31 Leave without Pay

The entire article does not apply.

Article 32 Study Leave

The entire article does not apply.

Article 33 Tuition Waiver

The entire article applies to temporary employees who are granted a position of one (1) year or more.

Article 34 Public Service Leaves

The entire article applies.

Article 35 Work Accidents and Occupational Diseases

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

The rest of the article applies.

Article 36 Sick Leave

- a) Temporary employees are protected by a salary insurance program.

- b) The purpose of the salary insurance program is to compensate for the loss of earnings of any temporary employee who is not able to perform normal duties because of illness or accident other than a work accident or an occupational disease.

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- c) The cost of the program is equally shared by the temporary employee and the University until December 31, 2005. The University deducts from each pay, in equal amounts, the temporary employee's portion of the salary insurance premium. Starting January 1, 2006, the entire cost is borne by the University.
- d) A temporary employee who becomes disabled due to illness or injury, at any time when her/his contract is in effect, is entitled to paid sick leave for a period of up to one (1) month at the equivalent rate he/she would have received had he/she remained at work.
- e) Temporary employees receiving paid sick leave may be required to provide a medical certificate attesting to their inability to work.
- f) When disability continues for more than one (1) month, the temporary employee is protected by the provisions of the salary insurance program.
- g) Salary insurance payments shall equal sixty-six and two thirds (66 2/3 %) of the rate the temporary employee would have received had the temporary employee remained at work.
- h) Salary insurance payments are made for the duration of the contract in effect at the moment the disability occurred or until the temporary employee returns to work, whichever occurs earlier.
- i) For the salary insurance program to apply, the disability can not begin earlier than the date on which the employee's contract comes into effect.
- j) The temporary employee who is to be absent due to illness or injury shall, as soon as possible, inform the supervisor/unit head or designate of the absence.
- k) The University will provide the Union with a copy of the salary insurance policy.

Article 37 Group Insurance and Pension Plan

- a) Temporary employees are entitled to participate in the Pension Plan in accordance with the rules and regulations set out in the supplemental Pension Plans Act of Quebec. They may also participate in the Registered Retirement Savings Plan.
- b) Effective January 1, 2006, temporary employees who have completed one year of service are entitled to participate in the Health Care Insurance Plan.

Article 38 Retirement

The article does not apply, with the exception of clauses 38.01 and 38.02.

Article 39 Salaries

The entire article applies.

Article 40 Payment of Salaries and Classification

The entire article applies.

Article 41 Temporary Employees

The entire article applies.

Article 42 Amendments to the Collective Agreement

The entire article applies.

Article 43 Appendices and Letters of Agreement

The entire article applies. However, appendix D and letter of agreement number 3 do not apply.

Article 44 Duration of contract

The entire article applies.

ARTICLE 42 AMENDMENTS TO THE COLLECTIVE AGREEMENT

In the event that the parties mutually agree to amend certain provisions of the present agreement, such amendments will be incorporated into a letter of agreement and will be filed in accordance with Article 72 of the Labour Code.

ARTICLE 43 APPENDICES AND LETTERS OF AGREEMENT

All appendices and letters of agreement form an integral part of this collective agreement.

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ARTICLE 44 DURATION OF CONTRACT

44.01

The present collective agreement will come into effect from the day of its signature until May 31, 2008.

44.02

Notwithstanding clause 44.01, the present Collective Agreement will be in effect until the signature of a new Collective Agreement.

IN TESTIMONY WHEREOF, the parties have signed in Montreal, Province of Quebec, this 28th day of October, 2005.

| For the University : | | For the Union : |
|--------------------------------|--|--------------------------------------|
| | | |
| Dr. Claude Lajeunesse | | Geoff Selig |
| President | | President |
| | | |
| Michael Di Grappa | | Charles Brown |
| Vice-president, Services | | Vice-president, Negotiations |
| | | |
| Gilles Bourgeois | | Eugenia Xenos |
| Assistant vice-president, HRER | | Member of the negotiations committee |
| | | |
| Loni Cornax | | John Raso |
| Assistant director, IITS | | Vice-president, Grievances |
| | | |
| Andrée-Anne Bouchard | | Anna Barrafato |
| Advisor, Employee Relations | | Member of the mobilization committee |
| | | |
| Ariane Tennant | | Adriana Volpato |
| Advisor, Employee Relations | | Union advisor, FP-CSN |
| | | |
| | | Serge Lavergne |
| | | Union advisor, FP-CSN |

Appendix 1 Salary scales from June 1, 2002 to August 31, 2002

| Grade | Step | | | | | | | | | |
|-------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | Minimum | | | | | | | | | Maximum |
| 9 | 34 801,84 | 35 497,88 | 36 207,84 | 36 932,00 | 37 670,64 | 38 424,05 | 39 192,53 | 39 976,38 | 40 775,91 | 41 591,43 |
| 10 | 37 588,43 | 38 340,20 | 39 107,00 | 39 889,14 | 40 686,92 | 41 500,66 | 42 330,67 | 43 177,29 | 44 040,83 | 44 921,65 |
| 11 | 40 940,22 | 41 759,02 | 42 594,20 | 43 446,09 | 44 315,01 | 45 201,31 | 46 105,33 | 47 027,44 | 47 967,99 | 48 927,35 |
| 12 | 44 216,53 | 45 100,86 | 46 002,88 | 46 922,94 | 47 861,40 | 48 818,63 | 49 795,00 | 50 790,90 | 51 806,72 | 52 842,85 |
| 13 | 47 973,15 | 48 932,61 | 49 911,26 | 50 909,49 | 51 927,68 | 52 966,23 | 54 025,55 | 55 106,06 | 56 208,19 | 57 332,35 |
| 14 | 52 492,23 | 53 542,08 | 54 612,92 | 55 705,18 | 56 819,28 | 57 955,66 | 59 114,78 | 60 297,07 | 61 503,01 | 62 733,08 |

Appendix 2 Salary scales from September 1, 2002 to May 31, 2003

| Grade | Step | | | | | | | | | |
|-------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | Minimum | | | | | | | | | Maximum |
| 9 | 35 323,87 | 36 030,35 | 36 750,96 | 37 485,98 | 38 235,69 | 39 000,41 | 39 780,42 | 40 576,02 | 41 387,55 | 42 215,30 |
| 10 | 38 152,25 | 38 915,30 | 39 693,60 | 40 487,48 | 41 297,23 | 42 123,17 | 42 965,63 | 43 824,95 | 44 701,45 | 45 595,47 |
| 11 | 41 554,32 | 42 385,41 | 43 233,12 | 44 097,78 | 44 979,73 | 45 879,33 | 46 796,91 | 47 732,85 | 48 687,51 | 49 661,26 |
| 12 | 44 879,78 | 45 777,38 | 46 692,92 | 47 626,78 | 48 579,32 | 49 550,90 | 50 541,92 | 51 552,76 | 52 583,82 | 53 635,49 |
| 13 | 48 692,74 | 49 666,60 | 50 659,93 | 51 673,13 | 52 706,59 | 53 760,72 | 54 835,94 | 55 932,66 | 57 051,31 | 58 192,34 |
| 14 | 53 279,61 | 54 345,21 | 55 432,11 | 56 540,75 | 57 671,57 | 58 825,00 | 60 001,50 | 61 201,53 | 62 425,56 | 63 674,07 |

Appendix 3 Salary scales from June 1, 2003 to August 31, 2004

| Grade | Step | | | | | | | | | |
|-------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | Minimum | | | | | | | | | Maximum |
| 9 | 36 736,83 | 37 471,56 | 38 220,99 | 38 985,41 | 39 765,12 | 40 560,42 | 41 371,63 | 42 199,07 | 43 043,05 | 43 903,91 |
| 10 | 39 678,34 | 40 471,91 | 41 281,35 | 42 106,98 | 42 949,12 | 43 808,10 | 44 684,26 | 45 577,94 | 46 489,50 | 47 419,29 |
| 11 | 43 216,49 | 44 080,82 | 44 962,44 | 45 861,69 | 46 778,92 | 47 714,50 | 48 668,79 | 49 642,17 | 50 635,01 | 51 647,71 |
| 12 | 46 674,97 | 47 608,47 | 48 560,64 | 49 531,85 | 50 522,49 | 51 532,94 | 52 563,60 | 53 614,87 | 54 687,17 | 55 780,91 |
| 13 | 50 640,45 | 51 653,26 | 52 686,33 | 53 740,05 | 54 814,85 | 55 911,15 | 57 029,37 | 58 169,96 | 59 333,36 | 60 520,03 |
| 14 | 55 410,80 | 56 519,01 | 57 649,40 | 58 802,38 | 59 978,43 | 61 178,00 | 62 401,56 | 63 649,59 | 64 922,58 | 66 221,03 |

Appendix 4 Salary scales from June 1, 2004 to August 31, 2005

| Grade | Step | | | | | | | | | |
|-------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | Minimum | | | | | | | | | Maximum |
| 9 | 38 206,30 | 38 970,43 | 39 749,83 | 40 544,83 | 41 355,73 | 42 182,84 | 43 026,50 | 43 887,03 | 44 764,77 | 45 660,06 |
| 10 | 41 265,48 | 42 090,79 | 42 932,60 | 43 791,25 | 44 667,08 | 45 560,42 | 46 471,63 | 47 401,06 | 48 349,08 | 49 316,07 |
| 11 | 44 945,15 | 45 844,06 | 46 760,94 | 47 696,16 | 48 650,08 | 49 623,08 | 50 615,54 | 51 627,85 | 52 660,41 | 53 713,62 |
| 12 | 48 541,97 | 49 512,81 | 50 503,07 | 51 513,13 | 52 543,39 | 53 594,26 | 54 666,14 | 55 759,47 | 56 874,66 | 58 012,15 |
| 13 | 52 666,07 | 53 719,39 | 54 793,78 | 55 889,66 | 57 007,45 | 58 147,60 | 59 310,55 | 60 496,76 | 61 706,70 | 62 940,83 |
| 14 | 57 627,23 | 58 779,78 | 59 955,37 | 61 154,48 | 62 377,57 | 63 625,12 | 64 897,62 | 66 195,57 | 67 519,49 | 68 869,88 |

Appendix 5 Salary scales from June 1, 2005 to August 31, 2006

| Grade | Step | | | | | | | | | |
|-------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | Minimum | | | | | | | | | Maximum |
| 9 | 39,734.55 | 40,529.24 | 41,339.83 | 42,166.62 | 43,009.96 | 43,870.16 | 44,747.56 | 45,642.51 | 46,555.36 | 47,486.47 |
| 10 | 42,916.10 | 43,774.42 | 44,649.91 | 45,542.91 | 46,453.76 | 47,382.84 | 48,330.50 | 49,297.11 | 50,283.05 | 51,288.71 |
| 11 | 46,742.96 | 47,677.82 | 48,631.38 | 49,604.00 | 50,596.08 | 51,608.00 | 52,640.16 | 53,692.97 | 54,766.83 | 55,862.16 |
| 12 | 50,483.65 | 51,493.32 | 52,523.19 | 53,573.65 | 54,645.13 | 55,738.03 | 56,852.79 | 57,989.85 | 59,149.64 | 60,332.63 |
| 13 | 54,772.71 | 55,868.17 | 56,985.53 | 58,125.24 | 59,287.75 | 60,473.50 | 61,682.97 | 62,916.63 | 64,174.96 | 65,458.46 |
| 14 | 59,932.32 | 61,130.97 | 62,353.59 | 63,600.66 | 64,872.67 | 66,170.12 | 67,493.53 | 68,843.40 | 70,220.27 | 71,624.67 |

Appendix 6 Salary scales from June 1, 2006 to August 31, 2007

| Grade | Step | | | | | | | | | |
|-------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | Minimum | | | | | | | | | Maximum |
| 9 | 41 323,93 | 42 150,41 | 42 993,42 | 43 853,29 | 44 730,35 | 45 624,96 | 46 537,46 | 47 468,21 | 48 417,57 | 49 385,93 |
| 10 | 44 632,74 | 45 525,40 | 46 435,90 | 47 364,62 | 48 311,91 | 49 278,15 | 50 263,71 | 51 268,99 | 52 294,37 | 53 340,26 |
| 11 | 48 612,68 | 49 584,93 | 50 576,63 | 51 588,16 | 52 619,93 | 53 672,32 | 54 745,77 | 55 840,69 | 56 957,50 | 58 096,65 |
| 12 | 52 503,00 | 53 553,06 | 54 624,12 | 55 716,60 | 56 830,93 | 57 967,55 | 59 126,90 | 60 309,44 | 61 515,63 | 62 745,94 |
| 13 | 56 963,62 | 58 102,89 | 59 264,95 | 60 450,25 | 61 659,26 | 62 892,44 | 64 150,29 | 65 433,30 | 66 741,96 | 68 076,80 |
| 14 | 62 329,61 | 63 576,21 | 64 847,73 | 66 144,68 | 67 467,58 | 68 816,93 | 70 193,27 | 71 597,13 | 73 029,08 | 74 489,66 |

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Appendix A List of professionals

Required professional qualifications

The professional qualifications required to occupy a professional position are generally based on education. A Bachelors degree in the appropriate field normally constitutes the level of education required to perform adequately the tasks related to a professional position.

The following positions are normally considered as permanent professional positions at Concordia University.

| CODE | TITLE | DEPARTMENT | GRADE |
|--------|---------------------------------|---------------------------|-------|
| P2685 | ASSISTANT, RESEARCH GRANTS | RESEARCH SERVICES | G09 |
| P2686 | ASSISTANT, RESEARCH GRANTS | RESEARCH SERVICES | G09 |
| P2689 | ASSISTANT, INDUST & PARTNERSHIP | RESEARCH SERVICES | G09 |
| P2181A | LABORATORY INSTRUCTOR | EXERCISE SCIENCE | G10 |
| P2183A | LABORATORY INSTRUCTOR | EXERCISE SCIENCE | G10 |
| P2344 | LAB INSTRUCTOR | ELECTRICAL & COMPUTER ENG | G10 |
| P2345 | LABORATORY INSTRUCTOR | ELECTRICAL & COMPUTER ENG | G10 |
| P2372 | INSTRUCTOR, LABORATORY | MECHANICAL ENGINEERING | G10 |
| P2417 | COORDINATOR, LABORATORY | COMPUTER SCIENCE | G10 |
| P2707 | LABORATORY INSTRUCTOR | BLDG., CIVIL & ENV. ENG. | G10 |
| P2771 | COMMUNICATIONS COORDINATOR | ENGINEERING & COMPUTER SC | G10 |
| P2790 | INSTRUCTOR LABORATORY | BLDG., CIVIL & ENV. ENG. | G10 |
| P2874 | SYSTEMS CONSULTANT | RESEARCH SERVICES | G10 |
| P2892 | JUNIOR ADVISOR, INDUSTRY & PAR | RESEARCH SERVICES | G10 |
| P2892 | JUNIOR ADVISOR, INDUSTRY & PAR | RESEARCH SERVICES | G10 |
| P2941 | ADVISOR, STATISTICS & SPEC.PR. | ENGINEERING & COMPUTER SC | G10 |
| P2965 | COORDINATOR, PROJECT | RESEARCH SERVICES | G10 |
| P3311A | CONSULTANT, SYSTEMS AV RESOUR. | I.I.T.S. | G10 |
| P4218 | OFFICER, FINANCIAL AID | FINANCIAL AID & AWARDS | G10 |
| P4219 | OFFICER, FINANCIAL AID | FINANCIAL AID & AWARDS | G10 |
| P4323A | ANALYST WEB PUBLICATIONS | REGISTRAR | G10 |
| P4350 | PROGRAMMER-ANALYST | I.I.T.S. | G10 |
| P4352 | PROGRAMMER-ANALYST | I.I.T.S. | G10 |
| P4353 | PROGRAMMER ANALYST | I.I.T.S. | G10 |
| P4378 | OFFICER, PLACEMENT | COUNSELLING & DEVELOPMENT | G10 |
| P4455 | COORD., FIXED ASSETS & INSUR. | FINANCIAL SERVICES | G10 |
| P4486 | ADMISSIONS INTERVIEWER | REGISTRAR | G10 |
| P4504 | FINANCIAL AID OFFICER | FINANCIAL AID & AWARDS | G10 |
| P4505 | FINANCIAL AID OFFICER | FINANCIAL AID & AWARDS | G10 |
| P4513 | WEB DESIGNER | I.I.T.S. | G10 |
| P4527 | ADMISSION INTERVIEWER | ENROLMENT SERVICES | G10 |
| P4528 | ADMISSION INTERVIEWER | ENROLMENT SERVICES | G10 |
| P4567 | ADVISOR, CAREER PLACEMENT | COUNSELLING & DEVELOPMENT | G10 |
| P5334 | OFFICER, ADVANCEMENT SERVICES | ADVANCEMENT | G10 |

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| P1544B | EXEC. ASSIST TO EXEC. DIRECTOR | RECTOR'S OFFICE | G11 |
| P2182A | LAB. INST. ATHLETIC THERAPY | EXERCISE SCIENCE | G11 |
| P2218 | SUPERVISOR, PHYSICS LABORATORY | PHYSICS | G11 |
| P2406 | PROGRAMMER ANALYST | COMPUTER SCIENCE | G11 |
| P2631A | COORDINATOR, MARKETING | EXECUTIVE MBA PROGRAM | G11 |
| P2720 | ADVISOR, STUDENT AFFAIRS (SGW) | HUMAN RESOURCES | G11 |
| P2721 | ADVISOR, ACADEMIC | ARTS & SCIENCE | G11 |
| P2733A | LAB.INST.,ATHLETIC THERAPY | EXERCISE SCIENCE | G11 |
| P2825 | GRADUATE PROGRAM ADVISOR | COMPUTER SCIENCE | G11 |
| P2834 | BUDGET ANALYST | JOHN MOLSON SCH. OF BUS. | G11 |
| P2850 | SERVICE DESK SYSTEMS CONSUL | ELECTRICAL & COMPUTER ENG | G11 |
| P2851 | SERVICE DESK SYS CONSULTANT | ELECTRICAL & COMPUTER ENG | G11 |
| P2871 | INTERMED DIGITAL SYS CONSUL | I.I.T.S. | G11 |
| P2877 | ADVISOR, INDUSTRY&PARTNERSHIP | RESEARCH SERVICES | G11 |
| P2887 | FILM POST PRODUCTION COORIND | CINEMA | G11 |
| P2888 | DIGITAL COORDINATOR | CINEMA | G11 |
| P2894 | IT LABORATORY SUPPORT | ENGINEERING & COMPUTER SC | G11 |
| P2938 | DESIGNER, GRAPHIC | JOHN MOLSON SCH. OF BUS. | G11 |
| P3283A | CONSULTANT INTERMEDIATE | I.I.T.S. | G11 |
| P4108A | OFFICE TECHNOLOGY ANALYST | REGISTRAR | G11 |
| P4196 | HEAD COACH, MEN'S HOCKEY | ATHLETICS | G11 |
| P4200 | HEAD COACH, MEN'S BASKETBALL | RECREATION | G11 |
| P4206 | HEAD FOOTBALL COACH | RECREATION | G11 |
| P4229A | ADVISOR, STUDENT WITH DISABILI | SVCS. FOR DIS. STUDENTS | G11 |
| P4230A | ADVISOR, STUDENT DISABILITIES | SVCS. FOR DIS. STUDENTS | G11 |
| P4321 | COORDINATOR, ADMIN & PROJECT | I.I.T.S. | G11 |
| P4331 | NETWORK ADMIN/SYSTEM ANALYST | LIBRARY | G11 |
| P4351A | PROGRAMMER ANALYST | I.I.T.S. | G11 |
| P4354 | SENIOR PROGRAMMER | I.I.T.S. | G11 |
| P4355 | WEB DATABASE DEVELOPER | I.I.T.S. | G11 |
| P4475 | WEBMASTER/COMMUNICATIONS ASST. | ATHLETICS | G11 |
| P4529 | COORD TRAININ &PROCESS/POLICY | ENROLMENT SERVICES | G11 |
| P4560 | ADMINISTRATOR, SYSTEM,INTERMED | FACILITIES MANAGEMENT | G11 |
| P1449 | STUDENT RECRUITMENT OFFICER | UNIVERSITY ADVANCEMENT | G12 |
| P2116 | OFFICER, TECHNICAL | PSYCHOLOGY | G12 |
| P2260C | MBA ADMISSIONS OFFICIER | JOHN MOLSON SCH. OF BUS. | G12 |
| P2331A | ANALYST SYSTEMS | ENGINEERING & COMPUTER SC | G12 |
| P2352A | TECHNICAL OFFICER | MECHANICAL ENGINEERING | G12 |
| P2402A | ANALYST SYSTEMS | COMPUTER SCIENCE | G12 |
| P2418A | ANALYST SYSTEM | COMPUTER SCIENCE | G12 |
| P2439A | ACADEMIC & ADM. COUNSELLOR | FINE ARTS, STUDENT AFF. | G12 |
| P2442A | ACADEMIC RETENTION COUNSELLOR | FINE ARTS, STUDENT AFF. | G12 |
| P2517 | DEPUTY DIRECTOR, CIAC | CTR INTL ACAD COOP | G12 |
| P2522B | ADVISOR MATURE STUDENTS | CTR FOR MATURE STUDENTS | G12 |
| P2533 | COORDINATOR, CO-OP PROGRAMME | INST FOR CO-OP EDUCATION | G12 |
| P2583B | ADVISOR MATURE STUDENTS | CTR FOR MATURE STUDENTS | G12 |

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| P2600A | SYSTEMS ANALYST | COMPUTER SCIENCE | G12 |
| P2601A | ANALYST, SYSTEMS | MECHANICAL ENGINEERING | G12 |
| P2610C | COORDINATOR, UNDERGRADUATE | APPLIED HUMAN SCIENCES | G12 |
| P2626A | ANALYST SYSTEMS | ELECTRICAL & COMPUTER ENG | G12 |
| P2653A | ANALYST, SYSTEMS | COMMERCE, CIT | G12 |
| P2653A | ANALYST, SYSTEMS | COMMERCE, CIT | G12 |
| P2660A | OFFICER,RECRUITMENT&RETENTION | JOHN MOLSON SCH. OF BUS. | G12 |
| P2662 | ANALYST, SYSTEMS | ENGINEERING & COMPUTER SC | G12 |
| P2687 | ANALYST, SYSTEMS | MECHANICAL ENGINEERING | G12 |
| P2725 | ANALYST SYSTEMS | BLDG., CIVIL & ENV. ENG. | G12 |
| P2736 | COORDINATOR, CO-OP PROGRAMME | CO-OP CONCORDIA | G12 |
| P2742 | COORDINATOR, INTERNSHIP | POLITICAL SCIENCE | G12 |
| P2783 | CO-OP COORDINATOR | INST FOR CO-OP EDUCATION | G12 |
| P2785 | ADVISOR(OSA) | ARTS & SCIENCE | G12 |
| P2786 | ADVISOR(OSA) | ARTS & SCIENCE | G12 |
| P2793 | RECRUITMENT OFFICER | FINE ARTS | G12 |
| P2802 | MGR, MULTI MEDIA PRODUCTION | I.I.T.S. | G12 |
| P2808 | DOCUMENT MANGEMENT COORDINATOR | ARTS & SCIENCE | G12 |
| P2810 | COORDINATOR, COMPUTER SYSTEMS | COMMUNICATION STUDIES | G12 |
| P2818 | MGR.,COMP.NETWORK & ACA. TECH. | GEOGRAPHY | G12 |
| P2819 | OFFICER, RESEARCH | ENGINEERING & COMPUTER SC | G12 |
| P2819 | OFFICER, RESEARCH | ENGINEERING & COMPUTER SC | G12 |
| P2837 | ADVISOR, ENROLMENT & RETENTION | ENGINEERING & COMPUTER SC | G12 |
| P2842 | SYSTEMS ADMINISTRATOR DESKTOP | ENGINEERING & COMPUTER SC | G12 |
| P2843 | SYSTEMS ADMINISTRATOR WEB APPL | COMPUTER SCIENCE | G12 |
| P2853 | WINDOWS DESKTOP AND APPLIC. | ENGINEERING & COMPUTER SC | G12 |
| P2855 | SOFTWARE DEVELOPER | ENGINEERING & COMPUTER SC | G12 |
| P2857 | SYS.ADMIN/ WIND.DESKTOP&APPLIC | ELECTRICAL & COMPUTER ENG | G12 |
| P2862 | SENIOR ADVISOR GRAD ADMISSIONS | SCHOOL OF GRAD. STUDIES | G12 |
| P2866 | COOR ACADEMIC PROG/CURRICULUM | SCHOOL OF COMM & PUB AFF | G12 |
| P2881 | RESEARCH FACILITATOR,ENC | INSTITUTIONAL RESEARCH | G12 |
| P2882 | RESEARCH FACILITATOR ENCS | RESEARCH SERVICES | G12 |
| P2901 | ACADEMIC COUNSELLOR | ARTS & SCIENCE | G12 |
| P2918 | PROGRAM OFFICER | DIPLOMA IN ACCOUNTANCY | G12 |
| P2920 | COMMUNICATION OFFICER | ARTS & SCIENCE | G12 |
| P2921 | MATURE STUDENT ADVISOR | CTR FOR MATURE STUDENTS | G12 |
| P2930 | MGR/EDITOR PROJECT DEVELOPMENT | ACADEMIC TECHNOLOGY | G12 |
| P2931 | COUNSELOR, ACAD & ADMISSION | FINE ARTS | G12 |
| P2935 | COORDINATOR, INTERN. EDUC TECH | EDUCATION | G12 |
| P2943 | ADVISOR, ENROLMENT& RETENTION | ENGINEERING & COMPUTER SC | G12 |
| P2944 | ADVISOR, ENROLMENT & RETENTION | ENGINEERING & COMPUTER SC | G12 |
| P3256 | SYSTEMS ANALYST | I.I.T.S. | G12 |
| P3264D | SENIOR SYSTEMS ANALYST | I.I.T.S. | G12 |
| P3265B | SYSTEMS ANALYST | I.I.T.S. | G12 |
| P3310B | COORDINATOR CLASSROOM TECH | I.I.T.S. | G12 |
| P3482B | OFFICER, FIRE & PUBLIC SAFETY | ENVIR. HEALTH & SAFETY | G12 |

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| P3818 | NURSE | HEALTH SERVICES | G12 |
| P3822 | NURSE | HEALTH SERVICES | G12 |
| P3825 | NURSE | HEALTH SERVICES | G12 |
| P3829 | CHAPLAIN | MULTI-FAITH CHAPLAINCY | G12 |
| P3835 | CHAPLAIN | MULTI-FAITH CHAPLAINCY | G12 |
| P3992B | SENIOR ADVISOR, CAPS | COUNSELLING & DEVELOPMENT | G12 |
| P4071 | ADMISSIONS COUNSELLOR | ARTS & SCIENCE | G12 |
| P4072A | OFFICER, ADMISSIONS | ENROLMENT SERVICES | G12 |
| P4073 | ADMISSIONS COUNSELLOR | ARTS & SCIENCE | G12 |
| P4075 | ADMISSIONS COUNSELLOR | REGISTRAR | G12 |
| P4076 | ADMISSIONS COUNSELLOR | ARTS & SCIENCE | G12 |
| P4090 | ADMISSIONS COUNSELLOR JMSB | RECRUITMENT | G12 |
| P4101 | ADMISSIONS COUNSELLOR | REGISTRAR | G12 |
| P4110 | ADMISSIONS COUNSELLOR | ARTS & SCIENCE | G12 |
| P4111 | ADMISSIONS COUNSELLOR | ARTS & SCIENCE | G12 |
| P4122 | COUNSELLOR, INT'L ADMISSIONS | REGISTRAR | G12 |
| P4160 | SYS ADMIN/WEB APPLICATION PROG | I.I.T.S. | G12 |
| P4168A | COORDINATOR, IITS TRAINING | I.I.T.S. | G12 |
| P4174A | CONSULTANT SENIOR | I.I.T.S. | G12 |
| P4205 | HEAD THERAPIST, ATHLETIC | EXERCISE SCIENCE | G12 |
| P4284 | INTERMEDIATE ANALYST, S/S | I.I.T.S. | G12 |
| P4300 | CONSULTANT SENIOR | I.I.T.S. | G12 |
| P4326 | COORDINATOR, SENIOR PROJECT | FACILITIES MANAGEMENT | G12 |
| P4358B | SENIOR CONSULTANT | I.I.T.S. | G12 |
| P4410A | STUDENT AFFAIRS COORD. MBA | MBA PROGRAMME | G12 |
| P4462 | FACILITIES PLANNER | FACILITIES MANAGEMENT | G12 |
| P4472 | INTERNATIONAL STUDENT ADVISOR | INT'L STUDENTS OFFICE | G12 |
| P4477 | SYSTEMS ANALYST | BOOKSTORE | G12 |
| P4482 | ADMISSIONS COUNSELLOR | REGISTRAR | G12 |
| P4491 | INTERNATIONAL STUDENT ADVISOR | INT'L STUDENTS OFFICE | G12 |
| P4546 | STUDENT RECRUITMENT OFFICER | STUDENT RECRUITMENT | G12 |
| P5052A | SENIOR GRAPHIC DESIGNER | MARKETING COMMUNICATIONS | G12 |
| P5240A | BUDGET ANALYST | FINANCIAL SERVICES | G12 |
| P5301 | INFO.DEV'T OFFICER,SR. | I.I.T.S. | G12 |
| P5350 | UNIVERSITY WEBSITE COORDINATOR | INTERNAL REL. & COMMS. | G12 |
| P5350 | UNIVERSITY WEBSITE COORDINATOR | INTERNAL REL. & COMMS. | G12 |
| P5369 | WEB DESIGNER, SENIOR | INTERNAL REL. & COMMS. | G12 |
| P1443A | FINANCIAL ANALYST | FINANCIAL SERVICES | G13 |
| P1522A | OFFICER, ARCHIVES/RECORDS | ARCHIVES | G13 |
| P2130 | PSYCHOLOGIST, CLINICAL | PSYCHOLOGY | G13 |
| P2270A | OFFICER, BUDGET & FACILITIES | COMMERCE & ADMINISTRATION | G13 |
| P2285B | ASSISTANT, DIR ADMIS/ADMIN AFF | COMMERCE & ADMINISTRATION | G13 |
| P2330A | ANALYST SR. SYSTEMS | ELECTRICAL & COMPUTER ENG | G13 |
| P2351 | SENIOR ENGINEER, DESIGN | MECHANICAL ENGINEERING | G13 |
| P2404A | SENIOR ANALYST SYSTEMS | COMPUTER SCIENCE | G13 |
| P2643 | AGENT DE RECHERCHE | RECTOR'S OFFICE | G13 |

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| P2753 | REAL TIME SYSTEMS ANALYST | ENGINEERING & COMPUTER SC | G13 |
| P2764 | MANAGER (OSA) | ARTS & SCIENCE | G13 |
| P2782A | COORDINATOR, SENIOR | INST FOR CO-OP EDUCATION | G13 |
| P2841 | SYSTEMS ADMINISTRATOR NET SEC. | ENGINEERING & COMPUTER SC | G13 |
| P2847A | ANALYST, SENIOR SYSTEMS | ENGINEERING & COMPUTER SC | G13 |
| P2856 | DATA BASE ANALYST | ENGINEERING & COMPUTER SC | G13 |
| P2886 | TEACHING CONSULTANT | CTR, TEACH. & LEARN. SERV | G13 |
| P2919 | EDUCATIONAL TECHN COORDINATOR | COMMERCE, CIT | G13 |
| P3261B | SENIOR SYSTEMS ANALYST | I.I.T.S. | G13 |
| P3486B | COORD.INDUST'L HYG.& PREVEN. | ENVIR. HEALTH & SAFETY | G13 |
| P4049B | SENIOR BUYER | PURCHASING SERVICES | G13 |
| P4172A | ANALYST, SENIOR SYSTEMS | I.I.T.S. | G13 |
| P4277B | COORDINATOR, CLASSROOM TECH | I.I.T.S. | G13 |
| P4282 | SR.ANALYST, SYSTEMS/SOFTWARE | I.I.T.S. | G13 |
| P4285A | SR. SYSTEMS SOFTWARE ANALYST | I.I.T.S. | G13 |
| P4304 | COORDINATOR,RES/DEVELOPMENT | I.I.T.S. | G13 |
| P4384A | NURSE, BACHELOR | HEALTH SERVICES | G13 |
| P4421A | NURSE, BACHELOR | HEALTH SERVICES | G13 |
| P4421A | NURSE, BACHELOR | HEALTH SERVICES | G13 |
| P4422 | NURSE | HEALTH SERVICES | G13 |
| P4458 | NURSE, BACHELOR | HEALTH SERVICES | G13 |
| P5212 | ANALYST, ACCT'G POLICIES/PROC. | FINANCIAL SERVICES | G13 |
| P5213 | ANALYST, SYSTEMS | FINANCIAL SERVICES | G13 |
| P5330 | COORD.MARKETING & SPONSORSHIP | ADVANCEMENT | G13 |
| P5359 | FUNDING & REPORTING SR.ANALYST | FINANCIAL SERVICES | G13 |
| P2347A | SR. TECH OFFICER | ELECTRICAL & COMPUTER ENG | G14 |
| P2405B | SENIOR SYSTEMS ANALYST | COMPUTER SCIENCE | G14 |
| P2624 | ENGINEER | ELECTRICAL & COMPUTER ENG | G14 |
| P2659 | SPECIALIST, VLSI/CAD | ELECTRICAL & COMPUTER ENG | G14 |
| P3796 | SPECIALIST, LEARNING SKILLS | COUNSELLING & DEVELOPMENT | G14 |
| P3797 | COUNSELLOR | COUNSELLING & DEVELOPMENT | G14 |
| P3801 | COUNSELLOR | COUNSELLING & DEVELOPMENT | G14 |
| P3801 | COUNSELLOR | COUNSELLING & DEVELOPMENT | G14 |
| P3807 | COUNSELLOR | COUNSELLING & DEVELOPMENT | G14 |
| P3809 | COUNSELLOR | COUNSELLING & DEVELOPMENT | G14 |
| P3810 | COUNSELLOR | COUNSELLING & DEVELOPMENT | G14 |
| P3815B | HEALTH EDUCATOR | HEALTH SERVICES | G14 |
| P3820 | PSYCHOTHERAPIST | HEALTH SERVICES | G14 |
| P3877A | ACADEMIC COORD., LANGUAGES | CONTINUING EDUCATION | G14 |
| P4052A | ADMINISTRATOR SENIOR, DATABASE | I.I.T.S. | G14 |
| P4183A | SR. ENGINEER | FACILITIES MANAGEMENT | G14 |
| P4286 | ANALYST SOFTWARE | I.I.T.S. | G14 |
| P4376 | COUNSELLOR | COUNSELLING & DEVELOPMENT | G14 |
| P4377 | COUNSELLOR | COUNSELLING & DEVELOPMENT | G14 |
| P4380 | COUNSELLOR | COUNSELLING & DEVELOPMENT | G14 |
| P4405 | COUNSELLOR | COUNSELLING & DEVELOPMENT | G14 |

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| P4405 | COUNSELLOR | COUNSELLING & DEVELOPMENT | G14 |
| P4463A | PROJECT MANAGER | FACILITIES MANAGEMENT | G14 |
| P4490 | SR. HEALTH AND SAFETY ADVISOR | ENVIR. HEALTH & SAFETY | G14 |
| P4510 | CAREER COUNSELLOR | COUNSELLING & DEVELOPMENT | G14 |
| P4511 | LEARNING & STUDY SKILLS SPEC | COUNSELLING & DEVELOPMENT | G14 |
| P4550 | PROJECT MANAGER | FACILITIES MANAGEMENT | G14 |
| P4551 | HEALTH EDUCATOR | HEALTH SERVICES | G14 |
| P4568 | ADMINISTRATOR, SENIOR DATABASE | I.I.T.S. | G14 |
| P5021B | PUBLIC RELATIONS OFFICER-ENG | PUBLIC AFFAIRS & GOVT.REL | G14 |
| P5022B | EDITOR, CTR | INTERNAL REL. & COMMS. | G14 |

Appendix B Extract of certificate of accreditation

All individuals who are salaried employees within the meaning of the Labour code, who perform professional duties, and whose salaries are funded from the University's operating budget, excluding:

- those already subject to another accredited unit;
- those attached to the Rectorship (Offices of the Rector, Vice-Rectors and Secretary-General);
- those working for the teaching staff and Human Resources;
- those who occupy positions of a temporary nature, in the context of work surplus or special projects, for a period not exceeding six (6) consecutive months;
- professors, students and trainees;
- legal advisers;
- research assistants.

FROM:

CONCORDIA UNIVERSITY

1455 de Maisonneuve Blvd. West

Montreal, Quebec H3G 1M8

Concerned institutions:

All of its institutions.

File: AM9405S070.

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Appendix C Seniority list

The list is an integral part of this collective agreement.

Appendix D Deferred Salary Leave Plan (DSLPL)

This policy applies to all permanent full-time employees covered by the Collective Agreement between Concordia University and Concordia University Professional Employees' Union, and is in addition to the provisions of clause 28.08. It contains certain terms and conditions as to the application of the Deferred Salary Leave Plan.

Participation in the DSLP is subject to the signing of a contract as provided for at the end of the present Appendix D.

1. Definitions

- 1.01 "Deferred Period" shall mean a period of not more than five (4 1/2) consecutive plan years during which a eligible employee is a participating employee and is not on leave under the DSLP.
- 1.02 "Deferred Salary" shall mean the portion of the earnings of a participating employee agreed by the University and the participating employee to be deferred during each plan year of the deferral period.
- 1.03 "DSLPL" shall mean this Deferred Salary Leave Plan and includes any amendments hereto and modifications hereof.
- 1.04 "Earnings" shall mean the gross annual salary received from the University by a participating employee in a plan year before deduction of any amounts, including amounts with respect to income tax, unemployment insurance, pension plans and benefits.
- 1.05 "Eligible Employee" Shall mean any permanent full-time employee covered by the Collective Agreement between Concordia University and Concordia University Professional Employee's Union.
- 1.06 "Fund" shall mean the trust fund established pursuant to the trust agreement with the Trustee to which deferred salary is paid by the University and from which payments are made to participating employees in accordance with the terms of the DSLP.
- 1.07 "Leave" shall mean the period of time following the deferral period in which a participating employee is on leave of absence from employment with the University.
- 1.08 "Participating Employee" shall mean an eligible employee who has applied for and been granted participation in the DSLP.
- 1.09 "Plan Year" shall mean the year in which the leave is taken.

- 1.10 “Trustee” shall mean a trust company incorporated under the laws of Canada or a Province.

Words importing the singular may be construed to extend to and include the plural and words importing the plural may be construed to extend to and include the singular.

2. Participation

- 2.01 An eligible employee may apply in writing to participate in the DSLP to his/her immediate supervisor with a copy to Employee Relations three (3) months prior to the date at which the eligible employee wishes to commence participation in the DSLP.
- 2.02 Approval or refusal of a deferred salary leave will be given to the employee by the University within five (5) weeks of the date the application was received. If the University refuses to grant such a leave, it will provide the reasons for its refusal to the employee with a copy to the Union.
- 2.03 Participation of an eligible employee, whose application has been accepted, is subject to his/her written agreement, which shall specify:
- a) that the eligible employee will participate in the DSLP in accordance with its terms and conditions;
 - b) the deferral period and the plan year;
 - c) the manner in which deferred salary will be held;
 - d) the amount of deferred salary calculated as percentage of earnings; and
 - e) that the eligible employer will return to work for the University for a period as long as the leave, or any other agreement between the parties.

Such agreement must be signed by the eligible employee and returned to Employee Relations with a copy to the immediate supervisor four (4) weeks prior to the date the deferral period is to commence. Upon such agreement, the eligible employee shall become a participating employee. Failing such agreement, the eligible employee shall be deemed to have withdrawn his/her application to participate in the DSLP.

3. Deferred Salary

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- 3.01 During each plan year prior to the leave, the University will deduct the deferred salary from the participating employee's earnings and pay such amount to the Trustee to be held in the Fund. The deferred salary deduction shall be pro-rated over periodic payments of earnings made to the participating employee in the deferral period. In no case shall the deferred salary exceed thirty-three and a third percent (33 1/3%) of the participating employee's earnings. The product of the deferral period multiplied by the percentage of deduction shall not exceed one hundred percent (100%).
- 3.02 The Trustee shall establish and maintain on its books for the Fund a separate account for each participating employee. The Trustee shall 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 shall bear interest at the applicable rates of interest for such accounts.
- 3.03 Each participating employee has the option of receiving, prior to the end of each calendar year, the income earned on the aggregate amount of the deferred salary which is held by the Trustee in the participating employee's account or of leaving the income to accumulate in the Fund.
- 3.04 The Trustee shall provide to each participating employee an annual report showing the aggregate of deferred salary held in trust in the employee's account, interest earned therein and payments, if any, made therefrom.
- 3.05 All amounts held for the participating employee shall be paid to the employee no later than the end of the first taxation year that commences after the end of the deferral period.

4. Income Tax

- 4.01 The University will make required deductions from a participating employee's earnings during the deferral period computed on the participating employee's earnings during the applicable calendar year less the deferred salary for such calendar year.
- 4.02 Monies paid to a participating employee during leave will be taxable and will be net of required deductions computed as if the amount of such monies paid out in a calendar year formed part of the participating employee's earnings received in such calendar year.

5. Salary and benefits during leave

- 5.01 The participating employee will be paid the bi-weekly deferred salary held in his or her account in trust.

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- 5.02 During leave a participating employee will:
- a) continue to accumulate service;
 - b) remain eligible to participate in all University benefit programs, in accordance with the terms contained therein.
- 5.03 The participating employee benefits from all the provisions of the present collective agreement when applicable.

6. Withdrawal

- 6.01 A participating employee who, at any time during his or her participation in the DSLP:
- a) ceases to be employed by the University;
 - b) is not working by reason of being on workman's compensation or on long-term disability leave, or on a maternity leave extension or other leave of absence without pay;
 - c) retires or dies;
- is deemed to have withdrawn for he DSLP effective as of the moment of the cessation of employment, the beginning of the leave, he retirement or the death.
- 6.02 A participating employee may withdraw from the DSLP at any time during the deferral period upon one (1) month's prior written notice to the University.
- 6.03 Upon withdrawal, pursuant to sections 6.01 and 6.02, the participating employee, or his or her estate, shall be paid the aggregate deferred salary, in a lump sum or over a period of twelve (12) months, plus accumulated interest, if any, in the participating employee's account in the Fund, within thirty (30) days from such deemed withdrawal of notice of withdrawal, as applicable, had he/she opted for a lump sum, or starting thirty (30) days from such withdrawal or notice of withdrawal, as applicable, had he/she opted for spread out payments. This lump sum or these payments will be subject to applicable income tax deductions.

7. Postponement

- 7.01 The University may request, if necessary, that a participating employee entitled to said leave defer the leave from the agreed plan year of leave. The

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University shall notify the participating employee of such a requirement at least six (6) months prior to the leave. In the event of such postponement, the University shall pay to the participating employee the amount of any payment, any non refundable deposit and any other associated costs made by the participating employee towards enrolment in an educational institution. For this purpose, the participating employee shall present to the University official receipts from the institution and elsewhere to support his or her claim for payment.

- 7.02 A participating employee may request that the University defer the leave from the agreed plan year of leave. Such requests shall be made by the participating employee at least six (6) months prior to the date at which the leave was to commence. The University may accept requests after such time at its discretion.
- 7.03 Any postponements made under this Article 7 shall be:
- a) for one (1) year only, and
 - b) required or requested only once in respect of a particular participating employee.
- 7.04 In the event that a maternity leave occurs during the deferral period, participation in the plan shall be suspended for a maximum period of twenty (20) weeks.

DEFERRED SALARY LEAVE CONTRACT

Agreement entered into between

Concordia University

hereinafter designated "the University"

And

| | |
|---------|------------|
| | |
| Surname | Given name |
| | |
| Address | |

hereinafter designated as "the employee"

DURATION OF CONTRACT

This contract shall come into force on _____ and shall expire on _____

The duration of the leave shall be _____ that is, from _____ to _____

During the leave of absence, the employee shall not receive any salary or wages except for the amount by which the employee's salary was deferred.

SALARY

During each of the years referred to in this contract, the employee shall receive _____% of his/her salary.

IN TESTIMONY WHEREOF, the parties have signed in Montreal, Province of Quebec, this _____ day of the month of _____, 20_____.

| | | |
|--------------------|--|--------------|
| | | |
| For the University | | The employee |

Appendix E Job Profile Template

The parties agree that all job profiles will be revised and developed using the following format:

| |
|---------------------------|
| Position Title: |
| Department: |
| Organization Code: |
| Position Code: |
| Effective Date: |
| Bargaining Unit: |

A. OVERALL PURPOSE OF THIS POSITION

Purpose:

Reporting relationship:

Accountability:

Position scope:

Judgment and autonomy:

Working conditions and physical environment:

B. MAJOR JOB RESPONSIBILITIES

| Major Responsibilities | Importance | Frequency |
|-------------------------------|-------------------|------------------|
| | | |

C. DECISION MAKING

D. EDUCATION AND EXPERIENCE REQUIRED

Letter of Agreement 1

Concerning Acquired Rights for Chaplains

Chaplains have acquired the right to take a paid leave of up to five (5) days each year to attend a religious or spiritual retreat. Such a leave is over and above all other leaves set out in the collective agreement.

**Letter of Agreement 2
Concerning a Procedure for Harassment Complaints**

The parties agree to temporarily suspend the application of clause 7.07 and to replace it by the following procedure:

Preamble

If, in the opinion of an employee, there has been harassment, the following procedure does not prevent the employee from temporarily leaving the work place and seeking immediately counsel from a union representative, or from discussing the situation with his/her immediate supervisor.

Procedure

- a) The employee who believes he/she has been harassed may submit a grievance under the terms of the collective agreement or, if he/she wishes, submit a complaint to the university facilitator who reports directly to the President's Cabinet. Depending on whether he/she submits a grievance or a complaint, the University or the Facilitator may remove the employee from his/her position or reassign him/her without loss of salary or benefits, until the investigation is completed and a solution has been proposed and put in place.
- b) Complaints should be submitted as soon as possible, but at the latest within nine (9) months of the supposed incident or of its discovery.
- c) Paragraph 11.01 j) will apply for meetings with facilitator or the assessors.
- d) Should the employee choose to submit his/her complaint to the facilitator, the latter must, within three (3) working days following the submission of the complaint, assign an assessor, that is to say, a person external to the university, trained in the field, to investigate the complaint and to prepare a report and, if warranted, make recommendations to correct the situation. The employee and the Union are advised in writing of the appointment of the assessor. The assessor must submit his/her report to the facilitator, with copies to the employee, the Union, and the University, within ten (10) working days of his/her appointment, unless the parties and the person making the complaint agree to extend the delay.
- e) If the recommendations are accepted by the employee, the Union, and the University, they are implemented.
- f) If the employee is not satisfied with the recommendations or if the University refuses to implement the recommendations that have been otherwise accepted by the employee and the Union, he/she may resort to the grievance and arbitration procedure as set out in Article 12.

CUPEU Collective Agreement (June 1, 2002 to May 31, 2008)

- g) If he/she wishes, the employee may be accompanied by a union representative at each step of the procedure. If an employee submits his/her complaint directly to the facilitator, the Union is informed of the complaint unless the employee objects.
- h) In the case of conflicts between members of the Union, the Union may appoint another person to act on behalf of the employee against whom the complaint has been made.
- i) At any point, the employee may withdraw from the above described procedure and opt for the grievance and arbitration procedure.

Termination of the agreement

Should one of the parties decide to terminate the present agreement, it must give the other party ninety (90) days advance notice. The parties may then attempt to agree on a new procedure for the handling of harassment complaints. Failing an agreement, clause 7.07 of the collective agreement takes effect at the expiration of the ninety (90) day delay.

Letter of Agreement 3

Concerning Educational Equivalencies

1. This agreement modifies the application of clause 17.04 insofar as a candidate for a position may not meet the educational requirements as listed in the job posting.
2. An employee who is permanent on September 1, 2002 may apply for a position requiring academic credentials superior to the ones he/she holds provided that he/she is within two (2) years or less (full-time) of acquiring the required degree.
3. If the employee obtains the position, the appointment will be conditional on the successful completion of the following courses within a seven-year period:
 - Relevant professional training of 5 courses, up to two hundred and thirty (230) hours, related to the responsibilities of the position in accordance with an agreement reached by the employee, the immediate supervisor and Department of Human Resources and Employee Relations. If the employee has the equivalent of one or more of these courses, as determined by Department of Human Resources and Employee Relations, then the employee will not need to take these particular courses.
4. Upon appointment, the employee and the Union sign an agreement that confirms the conditional nature of the appointment and stipulates that, if the conditions are not fulfilled, the salary increase will be reduced proportional to the number of courses not successfully completed. As well, the employee will not be allowed to avail himself/herself of this letter of agreement until he/she has successfully completed all the required courses.
5. Notwithstanding point 2 of this agreement, an employee having employment security whose position is abolished will be deemed to hold the educational level normally required for the abolished position.
6. An employee who applies for a position at the same grade level is deemed to satisfy the normal educational requirements for that grade level.
7. This agreement does not apply to a Masters degree (or greater), specialized technical diplomas, or professional diplomas (for example: Engineering, Law, Architecture).
8. This agreement does not apply to other requirements such as language and computer proficiency levels.
9. The University liberates the employee for the number of course hours.

CUPEU Collective Agreement (June 1, 2002 to May 31, 2008)

10. Employees who meet the criteria of this agreement may, in anticipation of applying for a position inside or outside the bargaining unit, obtain liberation time for the number of course hours required for a conditional appointment to a position.

11. Diplomas, certificates, or degrees obtained prior to the establishment of CEGEPS in Quebec (1967), non-credit courses in professional schools, professional diplomas, as well as diplomas obtained outside Quebec or Canada will continue to be examined by Human Resources and Employee Relations and considered for educational equivalencies.

Letter of Agreement 4

Regarding Compensation for Head Coaches

1. Positions of Head Coach will continue to be permanent positions filled by temporary incumbents hired on a contractual basis. The duration of contracts may be for one (1), three (3) or five (5) years.
2. The exception to the above is John Dore, who will continue to be a permanent employee in a permanent position with all rights, entitlements and obligations that this provides.
3. A Head Coach will not be eligible for conversion as provided in clause 41.01.
4. Over and above their grade maximum, coaches will receive a market supplement under clause 26.04, such that the adjusted maximum for a Head Coach is the following:

| | |
|------------|-----------|
| June 2002: | \$58, 425 |
| Sept 2002: | \$59, 301 |
| June 2003: | \$61, 673 |
| June 2004: | \$64, 140 |
| June 2005: | \$66, 705 |
| June 2006: | \$69, 374 |

5. A Head Coach, whose salary is below the adjusted maximum for any given year, will receive a two percent (2%) adjustment for each step increase he/she would have been eligible for under Article 40 until he/she reaches the adjusted maximum.
6. A Head Coach, whose salary is above the adjusted maximum in any given year will maintain his/her rate of salary and will receive the increase as a lump sum payment in accordance with clause 39.05 until such time as the adjusted maximum is equal to his/her salary.
7. The Head Coach is not compensated for overtime. In lieu of overtime, he/she receives a lump sum equivalent to fifteen percent (15%) of the adjusted maximum for that year. This lump sum is distributed over the pay periods between June 1 and May 31 of the following year.

CUPEU Collective Agreement (June 1, 2002 to May 31, 2008)

The Head Coach may negotiate another method of compensation for overtime in the form of an authorized absence.

8. The contribution to the pension plan is calculated on the salary, the market adjustment, and the lump sum payment in lieu of the annual increase. These are the elements that constitute the basis for all benefit calculations.

9. Effective January 1, 2006, Head Coaches will be eligible to participate in all benefit plans, except for long-term disability. Their sick leave continues to be governed by the provisions of Article 41.

CUPEU Collective Agreement (June 1, 2002 to May 31, 2008)

Letter of Agreement 5

Concerning Summer Hours

Notwithstanding the fact that the collective agreement comes into effect the date of its signing, the parties agree that clause 24.09 comes into effect the week beginning June 13, 2005.

Letter of Agreement 6

Clause remorque

The parties agree that the Union has the possibility of modifying the collective agreement following a collective agreement settlement between the University and another bargaining unit or following an agreement between the University and ACUMAE.

The Union may, if it wishes, notify the University within ninety (90) days of the last renewal of the collective agreement, that it chooses to modify the collective agreement in order to integrate into it the group of provisions from another bargaining unit or from ACUMAE concerning all of the following four (4) areas:

- Annual salary increases,
- employment security,
- severance indemnity, and
- professional development

The new provisions of the collective agreement come into effect after the filing with the Ministry of Labour of the modified collective agreement that the University is obliged to sign within thirty (30) days of the Union's notice described above.

Letter of Agreement 7

Concerning the accumulation of vacation during a parental leave

In the event that the University agrees with another bargaining unit that employees accumulate vacation during a parental leave that follows a maternity, paternity, or adoption leave, it is agreed that this provision also applies to employees covered by the present collective agreement, and this beginning at the same date.

CUPEU Collective Agreement (June 1, 2002 to May 31, 2008)

Letter of Agreement 8

The letter of agreement between the University, the Union, and Mr. John Dore dated August 2000 is carried forward.

CUPEU Collective Agreement (June 1, 2002 to May 31, 2008)

Letter of Agreement 9

The letter of agreement between the University, the Union, and Mr. James Gregson dated February 21, 2005 is carried forward.

Letter of Agreement 10

Concerning job postings

The parties agree that, for the application of Article 17, a job posting is comprised of :

- An electronic posting on the Department of Human Resources and Employee Relations web site,
- An electronic posting in the portal reserved for staff