



## Summary: Memorandum of Understanding Concordia University and CUPEU

June 13, 2017

Preamble: The following is a summary of the items contained in the tentative agreement between Concordia University and CUPEU as signed on June 12, 2017. While the summary is comprehensive, it is not a word-for-word translation of the original French. Three copies of the full text of the tentative agreement are available for review at this Special General Assembly (GA) to ratify the agreement; it will also be available at the CUPEU office for consultation in the days to come.

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Except where specifically mentioned all of the modifications to the collective agreement (CA) take effect starting the first Monday following the signing of the new agreement. The tentative agreement, once ratified or approved by the respective parties renews the CA which expired on May 31, 2015.

### **Duration of the CA:**

The new CA will be in place from the date of its signing until August 31, 2017.

### **Salary Increases:**

- 1.0% increase in the salary grids in effect on June 1st, 2015
- 1.4% increase in the salary grids in effect on June 1st, 2016
- 1.6% increase in the salary grids in effect on June 1st, 2017.
- An amount of \$200.00 will be added to each step of the salary grid effective August 31, 2017.

\*Details regarding the retroactivity on salaries appear at the end of this document.

### **Modifications to the text:**

The following is a summary of the changes that have been made to the collective agreement.

#### **Article 8.07 - Rights to Information**

- The university will continue to provide the union with a list of professional employees on contract plus, a list of all people paid by the university on time-sheets (excluding salaries from research funds).  
Implication will be discussed.

## **Article 17 – Job Posting, Selection and Movement of Personnel**

- Employees who have not been selected to fill a vacant or temporarily vacant position may submit a request to the selection committee for the reason(s) why s/he did not receive the position. The committee must respond within 15 working days. (Clause 17.04 a).
- The posting time for Positions temporarily vacated by the incumbent for less than 12 months has been reduced to a total of 5 working days (simultaneously within the department and on the HR website). An electronic copy of the posting will be sent to the employees in the affected department and the union at the time of the posting. Clause 17.05 d). Implications will be discussed.
- Discussion: Memo to managers regarding the application of Article 17.

## **Article 24.02 – Hours of Work and Work Schedules (Overtime)**

- Clause 24.02 c) provided that employees may negotiate a different model for compensation of overtime. This clause has been removed.

Implications will be discussed.

## **Article 28 – Social Leaves, Personal Leaves and Deferred Salary Leaves**

- The wording of the *Bereavement Leave* clause has been modified to reflect accurate terminology. No changes have been made to the benefits. (Article 28.02).
- The *Personal Leave* clause has been modified to show that we have 4 personal days per year. Accordingly, the letter of agreement regarding personal leaves will be removed. (Article 28.06)
- The *Family Leave* clause has been modified to include the spouse's minor child in the list of individual for whom family leave applies. (Clause 28.08 b)
- Clause 28.07 e) has been added to inform employees about the Employment Insurance Compassionate Care Benefits program.

*If an employee applies to the government for the leave and it is refused denied, the employee can request another type of leave to their supervisor within seven (7) working days of the denial of his the request or return to work.*

## **Article 28.09 - Deferred Salary Leave**

- This section of the article has been rewritten to make it easier to understand the provisions, to conform to the current form of the government program on which the benefit is derived. Furthermore, the DSL contract was improved to include key features of the provision.

### **Article 29.05 – Vacation & Article 30.23 – Parental Leaves**

- These clauses were modified so that members accumulate vacation credits over the first 20 weeks of the maternity, paternity, parental or adoption leave; thereby, eliminating the discrimination between natural and adoptive fathers.

### **Article 37: Group Insurance and Pension Plan Benefits**

- The wording of the article was updated to reflect the current names/titles for the various group insurance and pension plans.

For example, instead of referring to the Vision Plan which is not a separate plan on its own, the CA will refer to the “Health Plan, which includes vision care coverage”.

- No changes were made to the benefits provided under any of the plans.

### **\*Retroactivity**

- Retroactive salary adjustments will be given to all employees who were employed at the university at the signing of the CA as well as those who retired or left the university since June 1, 2015. Salary adjustments include all base salaries, indemnities, and salary based premiums.
- Retroactive salary adjustments will be made, at the latest, within 60 working days from the signing of the collective agreement for current employees and 60 working days of the request for retroactivity for those who left the university since June 1, 2015.

### **Letter of Agreement #13 – Job Classification Review Committee**

- To establish a committee to revise the job evaluation tool and system.

*Two CUPEU members are needed for the committee.*

### **Letter of Agreement - Work Organization**

- To establish a committee to set in place pilot projects with a goal of enriching the professional life and improve the work satisfaction of the employees; to improve the

efficiency as well as the quality of service. *Two CUPEU members are needed for the committee.*

- *“The projects must not aim, in any case, at laying off employees or reduce their compensated hours.”*

#### **Letter of Agreement –Pilot Projects on the Organization of Working Hours**

- To establish a committee to discuss the possibility of pilot projects for certain forms of organisation of the work hours, for example, flexible work hours or compressed schedules. *Two CUPEU members are needed for the committee.*

#### **Letter of Agreement – Vacation (29.02)**

- Effective June 1, 2016 CUPEU members with 10 years of seniority but less than twenty-one (21) years of seniority are entitled twenty-three (23) paid working days of vacation.

Implication one extra day of vacation for 2016/17 and future years.

#### **Letter of Agreement - Tow Clause (‘Clause Remorque’)**

## NEW

### Letter of Agreement – Seasonal Employees

A letter of agreement will be added to introduce the notion of “seasonal” positions to the collective agreement.

*The key features of the letter are:*

- A definition of seasonal employees - Professionals who hold a seasonal post, which requires work over a period of less than twelve (12) months in successive years of employment.

Seasonal employees are recognized as permanent part-time employees.

Prorated benefits will be prorated according to the percentage time worked during the normal work year – except otherwise specified in the letter.

- Positions are determined to be seasonal at the time that they are posted.

The posting will include the duration of work as well as the start and end dates.

The seasonal period may be modified with 30 days prior to the start of the season, or subsequently if agreed to by the immediate superior and professional employee.

- Position Abolishment Clauses:

If the professional is entitled to employment security article 14 applies with the following qualifications:

If an indemnity is chosen; the years of service include the period of layoff.

The annual salary includes the salary for the period normally worked plus vacation.

If the person opts for employment security the normal work year plus vacation is used to calculate the period of employment security.

- Vacation Days:

The number of vacation days is determined by article 29.04;

The employee may take 10 days of vacation during the work period, with supervisor approval.

If the operational requirements permit, the immediate supervisor may permit the use of additional vacation days during the work period.

- Tuition Waiver:

Tuition waiver is prorated on the basis of the regular work period.

The tuition waiver may also be used during the layoff period.

- Group Insurance:

If the employee so chooses s/he may maintain participation in the Group Insurance Plan (with the exemption of long-term disability) during the layoff period.

- Spreading of salary over year:

The employee may choose, if s/he desires, may take advantage of the opportunity to spread his/her annual salary over the full year including the period of lay-off.

Permits the employee participation in the group insurance plan throughout the year and the employee as well as the University and their respective share bonuses.

The premiums paid by the University and the employee for long-term disability insurance are spread over the full year.

Respectfully Submitted,

Kim Archer,  
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Negotiations Team Member