

COLLECTIVE AGREEMENT

between

UNIVERSITÉ CONCORDIA

CONCORDIA UNIVERSITY

and

ALLIANCE DE LA FONCTION PUBLIQUE DU CANADA

(AFPC)/CONCORDIA ASSOCIATION OF RESEARCH

EMPLOYEES (CARE)

In effect until May 31, 2022

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ARTICLE 1 PREAMBLE AND PURPOSE

- 1.01** The Parties recognize that the goal of the University is to attain the highest possible standards of research excellence in the pursuit and dissemination of knowledge, taking into account the nature of research funding, its origin(s) and the University's fiduciary role in the administration of research.

- 1.02** The University recognizes the contribution of research Employees represented by the Public Service Alliance of Canada (PSAC), Local 12501.

- 1.03** It is the general purpose of this Agreement to establish and orderly collective bargaining relationship between the University, its representatives, the Employees and the Union to define rates of pay and other working conditions, as well as to ensure the prompt and peaceful resolution of disputes and grievances which may arise from time to time.

ARTICLE 2 RECOGNITION AND APPLICATION

- 2.01** The University recognizes the Public Service Alliance of Canada (PSAC), represented by Local 12501, as the sole representative of all Employees for the purposes of bargaining and applying this Collective Agreement.
- 2.02** The Bargaining Unit is, as described in the certificate issued by the Tribunal administratif du travail dated May 18, 2017 as per Appendix C, as amended from time to time.
- 2.03** No modification shall be brought to the Collective Agreement without written agreement between the University and the Union.
- 2.04** In order to be valid, all agreements subsequent to the signature of the Collective Agreement between one, several or all Employees and the University, that modify the Collective Agreement must receive the written approval of the Union.

ARTICLE 3 DEFINITIONS

3.01 Agreement: The present Collective Agreement.

“convention collective”

3.02 Allowable Expenses: University-related expenses as defined in the Travel and Conference Policy and the Travel Conference Policy Handbook, as amended from time to time.

“dépenses admissibles”

3.03 Employee: Means any person employed by Concordia University who is covered by the letter of certification issued by the ministère du Travail.

“personne salariée”

3.04 Immediate supervisor: Means the Principal Investigator or their delegate representing the employer who constitutes the first level of authority with regard to the employee.

“supervsieur immédiat”

3.05 Principal Investigator: The holder of research grant who directs the research project at Concordia.

“directeur de recherche”

3.06 Union: The Public Service Alliance of Canada (PSAC) / Concordia Association of Research Employees (CARE).

”syndicat”

3.07 University: The Employer, Concordia University.

“Université”

3.08 Spouse: Only for the purpose of the Collective Agreement, and not for the Pension Plan, designates the persons:

- a. who are married or in a civil union and cohabiting;
- b. who are living together in a *de facto* union and are the parents of the same child;
- c. who have been living together in a *de facto* union for one year or more;

"Conjoint ou conjointe"

ARTICLE 4 NO DISCRIMINATION, NO HARASSMENT

4.01 The Parties will cooperate to establish and maintain a work environment free from any discrimination or harassment.

No discrimination

4.02 In the application of this Collective Agreement, neither the University, nor the Union, nor any of their representatives, nor any Employee or members shall threaten, coerce or discriminate against an Employee or other member employee of the University community based on race, colour, sex, gender identity, gender expression, pregnancy, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to palliate a handicap.

No harassment

4.03 Every Employee has a right to a work environment free from any harassment. The University and its representatives as well as Employees shall take reasonable action to prevent harassment and, when made aware of such behaviour, take appropriate action to end it as quickly as possible.

4.04 Harassment is defined as any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affect an Employee's dignity or psychological or physical integrity and that result in a harmful environment for the Employee. Vexatious behaviour may include a single serious incidence of such behaviour that has a lasting harmful effect on an Employee. Harassment also includes abuse of authority or the improper use of power.

4.05 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 perceived as compromising an Employee's right to fair and reasonable work conditions, or right to dignity.

4.06 An Employee alleging that they have been harassed may file a complaint in accordance with the University's Code of Rights and Responsibilities.

This shall not preclude an Employee from filing a grievance under Article 13 – Grievance and Arbitration Procedure.

Referral of the complaint at any time to Article 13 – Grievance and Arbitration Procedure will terminate any attempt at informal or formal resolution under the Code of Rights and Responsibilities.

ARTICLE 5 EMPLOYMENT FILE

- 5.01** The sole confidential file relating to an Employee's employment shall be kept in the Human Resources department. No anonymous documents shall be included in the file.

- 5.02** An Employee may, by appointment, within five (5) days of their written request to the Human Resources Department, consult their employment file in the presence of a representative of the University and if they wish, in the presence of a local Union Representative.

- 5.03** When an Employee is unable to consult their employment file, they may send a written request to the University to allow a Union Representative to do so. Such consultation shall take place in the presence of a representative of the University, by appointment, within five (5) days of the Employee's request.

- 5.04** An Employee shall receive a copy of any evaluation placed in their employment file.

- 5.05** An Employee may request a copy of any document contained in their employment file. The cost of such copies shall be at the expense of the Employee at the current rate posted in the University copy centres.

- 5.06** Upon request, the University shall provide the Employee at no charge with an official attestation of Employment that shall include, title, start and end date of employment and salary.

ARTICLE 6 MANAGEMENT RIGHTS

6.01 The University has and retains all its rights and privileges in effectively managing and administering its activities in conformity with the provisions of this agreement.

ARTICLE 7 UNION RIGHTS

Information

7.01 Within ninety (90) days following the signing of the present Collective Agreement, the University shall provide the Union with access to the following information on the electronic information system:

- a) Name;
- b) Gender;
- c) Job title;
- d) Classification;
- e) For new employees hired after signing of the collective agreement, the seniority date;
- f) Start and end date of most recent contract;
- g) Faculty and Department;
- h) University office address, email address and telephone number (if available);
- i) Person who signed the contract;
- j) Weekly hours of work;
- k) Pay rate or salary;
- l) Home address, telephone number and personal email address (if available).
- m) Employee number.

7.02 The information provided in clause 7.01 is confidential and is provided to the Union as information to be used for aggregate studies unless otherwise authorized by the Employee. The Union will use an Employee's university email address, home address and home telephone number only for the purpose of contacting the Employee for reasons related to their employment and agrees to keep the information confidential.

Facilities

7.03 The University shall provide an office space to the Union and provide one (1) desk, two (2) chairs, one (1) four-drawer filing cabinet, a telephone, one (1) bookshelf, one (1) printer/scanner, one (1) laptop computer and an internet connection. The Union will assume all telephone costs.

7.04 The University shall allow the Union the use of its meeting rooms, subject to availability and formal booking procedures, to hold meetings with Employees. These rooms shall be reserved, at no cost, according to the normal University procedures.

7.05 The Union shall have the right to post information to its members on public posting boards.

Publication, translation and distribution of agreement

- 7.06** The Collective Agreement is available in both French and English. The parties shall share the responsibility to translate the official version of the collective agreement. The French version shall be the official version.
- 7.07** The University will make the text of the Collective Agreement available on line, and will provide the Union with thirty (30) printed copies of the Collective Agreement within thirty (30) days of the signing of its official version.
- 7.08** Upon hiring the University will inform each Employee of the electronic address hosting the Collective Agreement.

ARTICLE 8 UNION SECURITY

8.01 All Employees shall become members of the Union upon hiring. To do so, an Employee shall sign the membership form found in Appendix B. The Notice of Hire form shall specify the electronic address hosting the Collective Agreement and the membership form.

The University strives to update its systems and will look at the possibility of automating the process surrounding the hiring and the processing of union membership electronically.

8.02 The University is not required to dismiss an Employee because the Union has refused, suspended, or rescinded their union membership.

8.03 The University shall deduct Union dues at the next full pay period following notification by the Union and shall remit the dues to the Union within fifteen (15) days of each pay period, along with an alphabetical listing of the names of Employees from whom the deductions have been made and the amount of said deductions.

8.04 The Union shall inform the University in writing of the amount of dues to be deducted, and any changes thereto.

8.05 In case of an error in the amount of dues to be remitted or an omission in the deductions as a result of an administrative or technical error, the University agrees, upon written notice from the Union, to correct the dues remittances within a month of said notice. The University and PSAC will come to an agreement as to the deductions schedule for any arrears.

ARTICLE 9 UNION LEAVE

- 9.01** No Union representative leaves their assigned place of work without the consent and having made the necessary arrangements with their Principal Investigator or Immediate Supervisor and such consent will be subject to the research needs, funding, operational requirements or academic needs.
- 9.02** The Union informs the University in writing of the names and assignments of the Employees elected or named to represent the Union. Thereafter, any change to the said list is sent the same way.
- 9.03** The total maximum number of hours the University shall grant for members designated by the Union to take care of any Union activities is three hundred and fifty (350) hours per year without loss of pay. In addition, the University shall grant members designated by the Union three hundred and fifty (350) hours of union leave without pay per year.
- 9.04** The University will grant liberation to Employees designated by the Union in order to allow their participation in the various committees and bodies provided for in the Collective Agreement. The Union shall inform the Principal Investigator or Immediate Supervisor of the union representative, with a copy to the Human Resource Department (Employee and Labour Relations unit), of the liberation granted for union activities at least one (1) month prior to the absence.
- 9.05** In the twelve (12) months preceding the expiry of the Collective Agreement, the University shall grant an additional one hundred and seventy-five (175) hours without loss of pay for the purpose of preparing the collective agreement project and attending negotiation meetings.

ARTICLE 10 NO STRIKES, NO LOCKOUTS

10.01 There shall be no strikes or lockouts as defined in the Quebec Labour Code during the life of this Agreement.

ARTICLE 11 JOINT UNION MANAGEMENT COMMITTEE

- 11.01** The parties agree to form a Joint Union Management Committee composed of up to three (3) Employees appointed by the Union and up to three (3) representatives appointed by the University.
- 11.02** The Joint Union Management Committee shall maintain a spirit of cooperation and mutual respect and shall attempt to facilitate a good working relationship between the University and the Union, to seek the timely correction of conditions which may give rise to misunderstandings or grievances, and to be a forum for the exchange of information.
- 11.03** The Joint Union Management Committee shall meet at least three (3) times per year. In addition, at the written request of either party stating which matters it wishes to discuss, the Parties shall agree upon a date and time of any additional meeting within a reasonable time. Any party wishing to add matters to be discussed shall inform the other party, in writing, at least five (5) days prior to the meeting.
- 11.04** The Joint Union Management Committee does not have the authority to alter or amend the Collective Agreement.
- 11.05** On occasion, where either party deems it necessary, invited guests may join the committee to discuss issues of common interest upon approval of the other party.

ARTICLE 12 INTELLECTUAL PROPERTY

12.01 Intellectual property is governed by the University's Policy on Intellectual Property, dated January 16, 2015 as amended from time to time.

12.02 The University commits to acknowledging the research contributions of Employees.

12.03 Any dispute arising from the administration of this Article shall be referred, in a timely manner, to the attention of the Office of the Vice-President, Research and Graduate Studies for resolution.

ARTICLE 13 GRIEVANCE AND ARBITRATION PROCEDURE

13.01 The parties agree that in most circumstances it is preferable to resolve problems through discussions among those persons directly concerned before submitting a grievance. To this effect, an Employee is encouraged to discuss any differences with their Immediate Supervisor, accompanied by their Union delegate if they so choose, as soon as possible and no later than ten (10) working days after the Employee becomes aware of the incident causing the dispute.

13.02 Any dispute between an Employee and the University or between the University and the Union, may be the subject of a grievance insofar as such disputes result from the interpretation, the application or the violation of the Agreement. Grievances submitted by Employees must have the approval and support of the Union. The parties agree to solve all grievances as promptly as possible.

13.03 A grievance shall be submitted in writing, preferably on the official form, and shall specify:

- a) Whether the grievance is personal, from a group, from the Union or the University;
- b) the affected employee's or employees' name and address, if appropriate;
- c) the provision or the provisions of the Agreement that have been allegedly misinterpreted, misapplied or violated;
- d) a description of the incident giving rise to the grievance, including the date of the incident;
- e) the remedy sought;
- f) the grievor's or grievors' signature, if appropriate;
- g) The Union or University representative's signature as appropriate.

13.04 A grievance shall be submitted no later than thirty (30) working days after the Employee, the Union or the University becomes aware of the incident giving rise to the grievance and in no case later than one hundred and eighty (180) calendar days after the incident giving rise to the grievance.

13.05 A grievance initiated by an Employee, or a group of Employees or the Union shall be treated in the following manner:

A grievance shall be submitted to the Employee and Labour Relations Unit, with a copy to the Principal Investigator or Immediate Supervisor, when applicable. The University shall reply in writing in twenty (20) working days following the submission of the grievance or, if the parties agree to meet to discuss the grievance, within twenty (20) working days following the meeting.

13.06 A grievance initiated by the University shall be submitted to the Union Local President with a copy to the PSAC Union Representative in accordance with 13.04. The Union Local President shall reply in writing to the other party within twenty (20) working days

following the latter of the submission of the grievance or, if the parties agree to meet to discuss the grievance, within twenty (20) working days following the meeting.

13.07 Failing resolution of the grievance through the procedure set out in clauses 13.02 to 13.06, the University or the Union, as the case may be, may submit the grievance to arbitration within forty-five (45) working days of the reply or, in the case of the failure to reply, within forty-five (45) working days from the date on which the reply was due from the University or from the Union, as the case may be.

13.08 The parties agree that the following persons shall serve as the sole arbitrator on a rotating basis:

1. Joëlle L'heureux;
2. Diane Sabourin;
3. Lyse Tousignant.

13.09 The arbitrators specified in Clause 13.08 above shall serve in rotation according to the order in which they are listed. If an arbitrator is not available within a reasonable period of time (not to exceed three (3) months), the next person on the list shall be selected until one of those on the list is available. For the next arbitration thereafter, the arbitrator who appears on the list immediately after the last selected shall be next in sequence of selection. By mutual agreement, the parties may select an arbitrator not on the list. If the parties cannot agree on an arbitrator, either party may request the ministère du Travail to appoint an arbitrator.

13.10 Each party shall bear the expenses of its representatives, participants, and witnesses and of the preparation and presentation of its own case. The fees and expenses of the arbitrator, the hearing room and any other expenses incidental to the arbitration hearing shall be borne equally by the parties. The parties agree to use University facilities at no cost wherever possible.

13.11 The Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this Collective Agreement.

In matters of discipline, including dismissal, the arbitrator may confirm, amend, or set aside the decision of the University and may substitute a decision which they deem fair and reasonable in the circumstances.

13.12 The decision of the Arbitrator shall be final and binding on the parties.

13.13 All time limits set forth in the present Article are mandatory but may be extended by written agreement between the parties. The parties agree that such agreement shall not be unreasonably withheld.

13.14 No technical error in the submission of a grievance shall render it inadmissible. The technical error shall be communicated to the other party as soon as it is detected.

ARTICLE 14 DISCIPLINARY MEASURES

14.01 No disciplinary measures shall be imposed without just and sufficient cause, of which the burden of proof rests with the University.

14.02 The parties agree that disciplinary action is based on the principles of progressive discipline, however it is understood that steps in the discipline process may be bypassed based on the seriousness of the offence. There are four (4) disciplinary measures which may be imposed on an Employee depending on the gravity and frequency of the offense:

- a) Verbal warning;
- b) Written warning;
- c) Suspension;
- d) Dismissal.

14.03 Disciplinary measures may be the subject of a grievance and shall then be referred to the grievance and arbitration procedure described in Article 13.

14.04 Prior to the imposition of discipline, with the exception of a verbal warning, the Employee shall have the opportunity to meet with the University. The Employee shall have the right to Union representation at all disciplinary meetings, and the University shall advise the Employee of that right. The Employee shall be provided with reasonable advance notice of the meeting and be provided with reasonable time to secure Union representation.

14.05 When an Employee is disciplined, such discipline shall be documented in writing. The Employee and the Union shall be simultaneously sent or remitted a copy, whether by hand, electronically or by mail, of any disciplinary measure imposed. Copies of said disciplinary measures sent by email shall be an official copy, and shall be sent as an attached document and not in the body of the email.

An Employee shall acknowledge that they have received a disciplinary measure by e-mail and may attach comments. Such acknowledgement does not constitute agreement with the contents of such disciplinary measure.

If the University does not receive acknowledgment of receipt by e-mail then the disciplinary measure shall be sent by registered mail to the Employee concerned. A copy of the disciplinary measure must be sent to the Union.

14.06 A written notice of a disciplinary measure shall be removed from an Employee's Employment file if, in the following twelve (12) months worked, no other disciplinary measure of the same nature is taken against the Employee.

14.07 A disciplinary measure that has been rescinded as a result of a decision in favour of the Employee shall be withdrawn from their file.

14.08 A disciplinary measure of which a written copy or written confirmation that has not been sent or remitted to the Employee cannot be submitted as evidence during arbitration.

ARTICLE 15 EMPLOYMENT EQUITY

- 15.01** The University is committed to employment equity and to act upon the problem of under-representation of women, Aboriginal peoples, racialized people and persons with disabilities.
- 15.02** The University is also committed to a working environment which is free of systemic discrimination and in which the values of equity, non-discrimination and diversity are fostered and promoted.
- 15.03** The parties agree to support the principle of employment equity and the University's Employment Equity Programs, as per Employee Equity policy HR-8.

ARTICLE 16 JOB POSTINGS

16.01 With the exception of positions filled as per clause 16.04 and article 18, positions of more than four (4) months will be posted either on the Department and/or the Faculty's websites for at least ten (10) working days.

16.02 The University determines research staffing needs as determined by the Principal Investigator or the immediate supervisor as well as the method to appoint an employee.

16.03 The parties recognize that employees will be recruited and selected by their future Principal Investigator or immediate supervisor, who may use different methods to do so among others by communicating and diffusing the posting in various media including at events.

16.04 The University is not required to post a position when a current employee is reappointed.

16.05 The posting shall include:

- Posting period
- Position title
- Brief description of duties
- Qualifications of the generic job description and / or specific qualifications if required
- Principal Investigator or Immediate Supervisor
- Salary information and classification
- Planned start and end date of appointment
- Application instructions
- The University's Employment Equity statement
- Testing if required

For information purpose only:

- Usual work schedule
- Approximate number of weekly hours of work
- Usual work location if outside of Montréal

ARTICLE 17 SELECTION AND APPOINTMENT

- 17.01** The appointment or reappointment of Employees shall be made by the Principal Investigator or Immediate Supervisor, who shall appoint the person who best satisfies the qualifications, abilities and requirements for the position.
- 17.02** The appointment or reappointment is confirmed to the Employee by a Notice of Hire containing the following information:
- Position title
 - Faculty and/or Unit
 - Salary and classification
 - Approximate number of weekly hours or total hours for the contract
 - Start date
 - Date of termination
 - Principal Investigator or Immediate Supervisor
- 17.03** The Notice of Hire shall be signed by both parties before the Employee commences work. The information on the Notice of Hire contract is available to the Union through the HR system.
- 17.04** All appointments and reappointments are for a Definite Term, subject to clause 17.05. The PI or IS shall make reasonable effort to offer 12 months contracts, subject to research needs, funding, operational requirements or academic needs.
- 17.05** Employees who have completed five (5) years of continuous employment with the same PI will be appointed on an indeterminate term.
- 17.06** The continuation and renewal of an Employee's appointment is contingent on the research needs as determined by the Principal Investigator or Immediate Supervisor as well as funding, operational requirements or academic needs.

ARTICLE 18 PRIORITY CALLBACKS

- 18.01** As per clause 16.04, an Employee who has two years (2) or more of continuous service within the bargaining unit whose employment ends due to research needs, funding or operational requirements shall be given priority callback if a position with the same PI or IS consisting of similar tasks, responsibilities and requirements becomes available in the following twelve (12) months.
- 18.02** If more than one Employee meets the requirements of an available position as per clause 18.01, the Employee with the most seniority shall be offered the position.
- 18.03** An Employee on the priority callback list retains and accumulates their seniority. The name of an employee is removed from the priority callback list when he or she had not been employed under the provisions of the collective agreement within the period of twelve (12) consecutive months following the end of their last appointment.

ARTICLE 19 SENIORITY RIGHTS

19.01 Accumulation and acquisition of seniority rights

- a) For the full-time Employee, seniority is accumulated on the basis of continuous service as a member of the bargaining unit;
- b) For the part-time Employee, seniority is accumulated prorated to hours of their weekly regular schedule;
- c) In all cases, seniority is acquired for any Employee, when they have completed their probationary period, retroactively to the date of hire;
- d) Overtime worked by an Employee is not considered for the purposes of calculating seniority.

19.02 Seniority Rights during Leave

An Employee continues to accumulate their seniority during any absence provided for in this collective agreement, or in the application thereof, or otherwise authorized, for the duration of the absence, with the exception of the following cases:

- a) In the event of a leave of absence without pay provided for in Article 32 seniority ceases to accumulate after a period of twelve (12) months and is maintained.
- b) In the event of an absence due to a non-work related accident or illness, seniority ceases to accumulate after a period of twelve (12) months or until the end of the contract at the earliest date to occur and is maintained.
- c) When a member of the bargaining unit takes a position outside the bargaining unit within the university, seniority ceases to accumulate after six (6) months following such a move and is maintained for another six (6) months.

19.03 Loss of Seniority Rights

An Employee loses their seniority rights and their employment is terminated when:

- a) they voluntarily terminate their employment with the University or are considered to have resigned;
- b) they are dismissed for disciplinary or administrative reasons unless the dismissal is cancelled as a result of the grievance and arbitration procedure;
- c) they are laid off for a period exceeding twelve (12) months;

- d) they retire;
- e) they fail to return to work within ten (10) working days following receipt of a registered letter recalling them to work following layoff; this ten (10) working day period may be extended by agreement between the parties;
- f) they do not return to a position included in the bargaining unit for a period exceeding twelve (12) months following a transfer to a position outside the bargaining unit.

19.04 Seniority List

- a) Within ninety (90) working days following the signing of the present Collective Agreement, the University shall provide the Union with access to an electronic seniority list. This list will be periodically updated following the pay dates;
- b) Any dispute concerning the seniority of an Employee is submitted in writing within fifteen (15) days to the Human Resources Department (Employee and Labour Relations unit). A representative from this unit and the Union representative will discuss any dispute and the University will, if appropriate, make all the necessary corrections to the seniority list. In the case of a persisting disagreement, a grievance will be submitted in accordance with the provisions of Article 13. The University is not held responsible for any action taken on the basis of the seniority lists prior to the date of the contestation;
- 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 20 PROBATION PERIOD

20.01 The probation period for a newly hired Employee is ninety (90) actual worked days starting from their hiring date. The University may extend this probation period up to a maximum of thirty (30) actual work days.

When an Employee accepts a new appointment with a new Principal Investigator or Immediate Supervisor they must start a new probationary period.

The parties recognize that during the probation period, the new Employee or the Employee accepting a new appointment is entitled to receive appropriate assistance, information and training to facilitate adaptation to their position.

20.02 The Employee whose services are no longer required during the probationary period is entitled to a written notice of five (5) working days or one (1) week's salary if there is no notice.

20.03 Probationary employees have access to the grievance and arbitration procedure, except in the case of lay-off and dismissal for disciplinary or administrative reasons.

20.04 The trial period for the University and any Employee who obtains a promotion or a new position with the same Principal Investigator or Immediate Supervisor is of ninety (90) actual worked days. The University may extend this trial period up to a maximum of thirty (30) actual worked days.

20.05 The parties recognize that, during the trial period, the Employee is entitled to appropriate assistance and training in order to facilitate adaptation to the new position.

20.06 When an Employee is hired for another position in the bargaining unit, they may return to their previous position if within the ninety (90) days they are unable to meet the job requirements, provided their previous position is still vacant.

ARTICLE 21 LAYS-OFFS AND SEVERANCE PAY

21.01 When the lay-off of one of more Employees is required, this shall be carried out in reverse order of seniority among those holding positions under the same Principal Investigator, requiring the same or similar qualifications, subject to research needs, operational requirements or academic needs.

21.02 The University shall provide an Employee a written notice of termination of employment before terminating their contract of employment or laying them off for a period of more than six (6) months according to the length of their continuous service, or the equivalent pay in lieu of notice, as per the following:

<u>Continuous service</u>	<u>Notice required</u>
3 months to 1 year	1 week
1 to 5 years	2 weeks
5 to 10 years	4 weeks
10 years or more	8 weeks

ARTICLE 22 TRAVEL EXPENSES

- 22.01** The University shall reimburse Employees for Allowable Expenses incurred for employment related expenses pursuant to the University's Travel and Conference Policy, as amended from time to time.
- 22.02** Upon request from the Employee to the University's Accounts Payable Department, the University shall provide to the Employee a confirmation of receipt of their claim.

ARTICLE 23 HEALTH AND PENSION BENEFITS

PREAMBLE

The following provisions are determined by Committees of the University and they, as well as any program, plan or benefit referred therein, are subject to amendment from time to time.

SECTION I: FOR EMPLOYEES WITH A CONTRACT OF TWELVE (12) MONTHS OR MORE OR EMPLOYEES APPOINTED ON AN INDETERMINATE TERM IN ACCORDANCE WITH CLAUSE 17.05

23.01 Full-time Employees 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. Health Plan, which includes drug coverage;
- ii. Dental Plan;
- iii. Basic Life Insurance Plan;
- iv. Long term Disability Plan (until end of contract or age 65, whichever comes first);
- v. Pension Plan;
- vi. Optional Life Insurance Plan;
- vii. Optional Dependent Life Insurance;
- viii. Optional Accident Insurance Plan;
- ix. Optional Group RRSP;
- x. Optional Group TFSA.

An Employee may be exempted from medical and dental plans, if they 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.

23.02 An Employee who is not able to perform their normal duties due to non-occupational illness or injury is entitled to paid sick leave for periods of up to four (4) months given that the Employee provided a medical note that must include the following items:

- Onset of disability;
- Diagnosis treatment plan;
- Prognosis.

After four (4) months, the full-time Employee will be protected by the provisions on the Long Term Disability (LTD) Insurance Plan as per clause 23.01.

23.03 Part-time Employees working at least twenty (20) hours but less than thirty-five (35) hours per week 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. Health Plan, which includes drug coverage;
- ii. Dental Plan;
- iii. Pension Plan;
- iv. Optional Group RRSP;
- v. Optional Group TFSA.

An Employee may be exempted from medical and dental plans, if they 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.

In the event of any absence related to illness, the Employee must notify their Principal Investigator or Immediate Supervisor as soon as possible.

For the pension plan enrolment on January 1st of the year following the calendar year in which the Employee has worked a minimum of seven hundred (700) hours at the University or their remuneration equals at least thirty-five percent (35%) of the year's maximum pensionable earnings as per *Retraite Québec* and amended from time to time.

23.04 A Part-time Employee working at least twenty (20) hours but less than thirty-five (35) hours per week who is not able to perform their normal duties due to non-occupational illness or injury is entitled to paid sick leave for periods of up to four (4) months given that the Employee provided a medical note that must include the following items:

- Onset of disability;
- Diagnosis treatment plan;
- Prognosis.

23.05 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.

23.06 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.

23.07 Paid sick leave periods of four (4) months or less have no effect on an employee's participation in or eligibility for any other benefits under clauses 23.01 and 23.03.

SECTION II: FOR EMPLOYEES WITH CONTRACT OF LESS THAN TWELVE (12) MONTHS

23.08 Employees are entitled to participate in selected Concordia University benefits as follows:

- i. Pension Plan;
- ii. Optional Group RRSP (lump sum contribution only);
- iii. Optional Group TFSA (lump sum contribution only).

For the pension plan enrolment on January 1st of the year following the calendar year in which the Employee has worked a minimum of seven hundred (700) hours at the University or their remuneration equals at least thirty-five percent (35%) of the year's maximum pensionable earnings as per *Retraite Québec* and amended from time to time.

SECTION III: MISCELLANEOUS PROVISIONS

23.09 An Employee who is a member of the pension plan has the right to their full University pension as of the first of the month which coincides with their sixty-fifth (65th) birthday, or the month following it.

23.10 In the event of any absence related to illness, the Employee must notify their Principal Investigator or Immediate Supervisor as soon as possible. Employees must provide a medical certificate for any absences of five (5) consecutive working days or more. However, the University reserves the right to request a medical certificate at any time.

23.11 For any absence of five (5) consecutive working days or more, the Employee must provide a medical certificate from the attending physician, confirming that the Employee is able to resume their regular work.

ARTICLE 24 PAY ADMINISTRATION

24.01 Salary scales and their effective dates appear in Appendix A.

24.02 Employees are paid no later than one (1) month after the beginning of their employment and every second week thereafter in accordance with the pay schedule established by the University.

24.03 Employees are paid by direct deposit to the Canadian financial institution of their choice. Employees will inform the University of their account number at said institution and will submit a specimen cheque to the Human Resources Department.

ARTICLE 25 JOB RE-EVALUATION

25.01 An employee who believes that their principal duties do not correspond to their job class may submit a request for reevaluation in writing to their Principal Investigator or immediate supervisor, with copy to the Human Resources department, Compensation unit and to the Union, specifying the reasons supporting their request.

The Human Resources department will evaluate the position and will inform the Employee, the supervisor and the Union of the results in writing, within ninety (90) working days of the request.

Any reclassification resulting from the evaluation will be effective retroactively as of the date of the Employee's request.

If the Human Resources department fails to answer within ninety (90) working days following the request or if the Employee is unsatisfied with the evaluation results, the Employee may submit a grievance as provided in Article 13, within thirty (30) working days of the failure to answer or of the receipt of the unsatisfying answer, whichever occurs first.

If the job class of the position is downgraded, the Employee holding the position continues to be paid according to the salary scale which applied to the position before the re-evaluation and is entitled to all of the progression and / or salary increases as if the position had not been re-evaluated. The present applies as long as the Employee remains the incumbent of the position.

ARTICLE 26 HOURS OF WORK

- 26.01** The regular work week is thirty-five (35) or forty (40) hours for a Full-Time Employee. A regular work week is less than thirty-five (35) hours for a Part-Time Employee.
- 26.02** Employees will generally work on weekdays, Monday to Friday, unless specified on the posting.
- 26.03** Employees will generally perform their work between the hours of 7 a.m. and 7 p.m., unless specified on the posting.
- 26.04** With a minimum of five (5) days' notice, the Principal Investigator or the Immediate Supervisor may require that an Employee perform their hours of work in a manner other than specified in 26.02 and 26.03. If the Employee refuses such change, the modification to the hours of work will be imposed based upon reverse order of seniority of the Employees working under the Principal Investigator or the Immediate Supervisor that are qualified to do the necessary tasks.
- 26.05** Upon agreement between the Principal Investigator or Immediate Supervisor and the Employee, a Full-time Employee may regularly perform their hours in a manner other than specified in clauses 26.02 and 26.03. If the Employee refuses such change, the modification to the schedule will be imposed, following a minimum notice of thirty (30) days, based upon reverse order of seniority of the Employees working under the Principal Investigator or the Immediate Supervisor that are qualified to do the necessary tasks. Prior to imposition of such change, the Principal Investigator or Immediate Supervisor shall offer said schedule to qualified Employees who can voluntarily accept it.
- 26.06** An Employee shall be entitled to one (1) sixty (60) minute meal break, without pay, for a work period of five (5) or more consecutive hours.

ARTICLE 27 OVERTIME

- 27.01** All work done in excess of forty (40) hours per week shall be compensated at the rate of one and a half (1.5) times the equivalent of the Employee's hourly rate or, upon agreement with the Principal Investigator or the Immediate Supervisor, with time off in lieu to be taken at a time mutually agreeable. Notwithstanding the foregoing, upon agreement between the Employee and the Principal Investigator or the Immediate Supervisor, the hours of work can be staggered over a period of two (2) weeks without the payment of overtime provided that the hours of work for that period do not exceed eighty (80) hours.
- 27.02** All work done in excess of an Employee's regular working hours must be approved in advance by the Employee's Principal Investigator or Immediate Supervisor.
- 27.03** The parties agree that overtime work must be kept to a minimum.
- 27.04** No employee is required to work more than two (2) hours after their regularly daily work or more than fourteen (14) hours per twenty-four (24) hour period, whichever period is the shortest or, for an Employee whose daily working hours are flexible or non-continuous, more than twelve (12) working hours per twenty four (24) hour period, unless the nature of the Employee's duties requires them to remain at work. No Employees shall be required to work more than fifty (50) hours per week.
- 27.05** Except in exceptional circumstances any overtime that is imposed shall be based upon reverse order of seniority among Employees working under the Principal Investigator or the Immediate Supervisor that are qualified to do the necessary tasks who are working that specific day.
- 27.06** A meal allowance of six dollars (\$6) will be paid to the Employee required to work a minimum of three (3) hours of overtime, as per policy HR-29. If this allowance is modified in this policy, it shall apply herein.
- 27.07** Employees who are required to work a minimum of four (4) hours of overtime are entitled to be reimbursed for taxi fares on presentation of a receipt.
- 27.08** The payment of overtime worked during any given pay period is made at the same time as the regular pay for the following pay period unless there is an agreement that the overtime shall be compensated in time off in lieu. For annual vacations and at the time of the Christmas break, the payment specified above is delayed one additional pay period.
- 27.09** An Employee who is required to work overtime for a period of three (3) hours or more is entitled to a thirty (30) minute unpaid rest/meal period.

ARTICLE 28 MINIMUM RECALL PAY

28.01 The Employee who, at the request of the University, returns to work outside of regular working hours shall be compensated for a minimum of three (3) hours at their regular hourly rate or the overtime rate as per Article 27, if applicable.

ARTICLE 29 DESIGNATED PAID HOLIDAYS

To benefit from the designated paid holidays mentioned in the present Article, an Employee must not have been absent from work without the Principal Investigator or Immediate Supervisor's authorization or without a valid reason on the working day preceding or on the working day following the holiday.

29.01 a) The following days are designated paid holidays:

1. New Year's Day;
2. January 2;
3. Good Friday;
4. Easter Monday;
5. Victoria Day;
6. La Fête Nationale;
7. Canada Day;
8. Labour Day;
9. Thanksgiving Day;
10. Christmas Eve;
11. Christmas Day;
12. Boxing Day;

- b) When a paid holiday falls within a vacation period or if such a holiday does not coincide with the Employee's regular work schedule, the Employee is entitled to a postponement of the holiday.
- c) If a paid holiday falls on a day that a part-time Employee is not scheduled to work, the Employee shall receive either a postponement of the holiday without loss of pay, or an indemnity equal to 1/20 of the wages earned during the four complete weeks of pay preceding the week of the holiday. If the Employee must work during the scheduled compensated day off, they are paid the hours worked during that day plus an indemnity equal to 1/20 of the wages earned during the four complete weeks of pay preceding the week of the postponed holiday.
- d) When the services of an Employee are required on a paid holiday, compensating time off is granted. If the schedule does not permit two (2) compensating days off, overtime is paid at twice the normal hourly rate.
- e) Depending upon academic and administrative circumstances, the University grants additional days off, without loss of pay, over the Holiday period as the University is normally closed from December 24 until the regular time for opening in January.

SUMMER HOURS

The following clauses apply to all full-time Employees within the bargaining unit.

- 29.02** For a period from mid-June to mid-August (exact dates to be announced annually by the University), the length of a regular workweek is reduced by three (3) hours without reduction in salary.
- 29.03** The application of the reduction and the revised work schedule are decided by the Principal Investigator or Immediate Supervisor.

ARTICLE 30 VACATION LEAVE

- 30.01** All Employees are entitled to an annual paid vacation leave earned during the previous reference year of June 1 to May 31. The paid vacation leave entitlement is to be taken during the following references year, starting June 1.
- 30.02** All Employees are entitled to paid vacation in accordance with the following:
- a) Employees having completed less than one (1) year of service as of June 1 are entitled to one (1) day of paid vacation leave for each complete month of service up to a maximum of ten (10) days paid vacation leave per year;
 - b) Employees having completed one (1) year but less than twenty-one years of service on June 1 are entitled to twenty-two (22) days paid vacation leave per year;
 - c) Employees having completed twenty-one (21) years of service or more on June 1 are entitled to twenty-five (25) days paid vacation leave per year ;
- 30.03** For the purpose of calculating annual vacation, Employees hired between the first and fifteenth (15th) day of the month inclusively shall be considered to have one full month of service.
- 30.04** Vacation leave shall be taken at a time mutually agreed upon by the Employee and their Immediate Supervisor, taking into account research needs and the Employee's preference.
- 30.05** If the status of an Employee has been modified during the reference year (full-time to part-time or vice versa) or if the Employee was on leave during the reference year, the vacation pay shall be pro-rated to the number of weeks worked.
- 30.06** An Employee who suffers from an illness or accident that occurs before the start of their scheduled vacation may defer their vacation to a later time, that shall be mutually agreed upon with their Principal Investigator or Immediate Supervisor.
- An Employee hospitalized as a result of illness or accident during their vacation period may defer the rest of their vacation to a later date, to be mutually agreed upon with their Principal Investigator or Immediate Supervisor.
- 30.07** The Parties agree that recalling Employees from vacation should only be done in exceptional circumstances.
- 30.08** If an Employee's employment ends, the Employee who has not taken their entire vacation entitlement during the reference year receives an indemnity equal to the number of accrued and unused vacation days to which they were entitled.

30.09 In the event of the death of an Employee, the University will give their accumulated vacation pay to the beneficiaries or legal heirs.

30.10 Except for Employees appointed on an indeterminate term in accordance with clause 17.05, any unused vacation leave shall be paid out at the end of the contract.

ARTICLE 31 LEAVE OF ABSENCES

The following leaves cannot be added to other leaves provided in other Collective Agreements or policies. The leaves in the present Article will be paid in accordance with the Employee's scheduled hours of work as long as they were scheduled to work on the day or days they are absent.

31.01 Bereavement Leave

In the event of the death of a spouse or child, or a child of the spouse, of a mother, a father, a sister or a brother, the Employee is entitled to five (5) days off with pay.

In the event of the death of a daughter-in-law, a son-in-law, the mother or father, brother or sister of the spouse, a grandparent or a grandchild, the Employee is entitled to one day off without pay.

31.02 Marriage Leave

An Employee who gets married is entitled to a day off with pay.

The Employee is entitled to one (1) day without pay on the day of the wedding of their father, mother, son, daughter, brother, sister or child of the spouse.

31.03 Moving Leave

An Employee is entitled to one (1) day off with pay per year (June 1 to May 31) for moving to a new permanent residence.

31.04 Legal Duties

An Employee is granted leave without pay if called upon to perform jury duty or to act as a witness in a legal proceeding in which they are not a party. The Employee must provide the Principal Investigator or Immediate Supervisor with a copy of the summons or subpoena.

If the presence of an Employee is required in a civil, administrative or penal court, in a legal proceeding in which the Employee is a party, the Employee is entitled to make use of any accumulated vacation or overtime or they may apply for an unpaid leave. The Employee must provide the Principal Investigator or Immediate Supervisor with a copy of the summons or subpoena.

31.05 Family Obligation Leave

- a) An Employee may be absent up to ten (10) days per year for the following reasons:
1. To fulfill obligations related to the care, health or education of their child or the child of their spouse;
 2. Due to the state of health of a relative or a person for whom the Employee acts as a natural caregiver, as must be certified by a professional working in the health and social services sector;
 3. For organ or tissue donation;
 4. Following an accident, domestic violence, sexual violence or a crime.

From these ten (10) days, two (2) days will be paid at 1/20 of the earnings of the Employee during the four-week period prior to the day(s) of absence excluding any overtime payment. The following eight (8) days are without pay. The Employee must have three (3) months of continuous service to be entitled to such paid leave.

These days may also be divided in half with the authorization of the Employee's Principal Investigator or Immediate Supervisor. The Employee must notify their Principal Investigator or Immediate Supervisor as soon as possible and take all reasonable means to limit the taking and duration of these leaves.

With the exception of the first two (2) days of absence, the Employee can, if the Principal Investigator or Immediate Supervisor agrees to it, work compensatory hours, in which case the subsequent days of absence are without loss of pay.

ARTICLE 32 LEAVE WITHOUT PAY

32.01 In cases not provided for in the Collective Agreement, the Principal Investigator or Immediate Supervisor may grant an Employee who has been appointed for an indeterminate term as per clause 17.05 a leave without pay of up to twelve (12) months.

A period equivalent to two (2) times the duration of the last leave without pay must pass before the Employee can benefit from a new leave without pay.

32.02 A written request for a leave without pay must be forwarded to the Principal Investigator or Immediate Supervisor with a copy to Human Resources (Pensions and Benefits) three (3) months before the beginning of the said leave. The Principal Investigator or Immediate Supervisor must respond in writing within one (1) month of receipt of the request.

32.03 An Employee on leave without pay shall not receive the health and extended benefits set out in Article 23.

32.04 An Employee shall be considered to have resigned retroactive to the date of the beginning of the leave:

- a) if the Employee uses the leave without pay for reasons other than those for which the leave was granted, or
- b) if the Employee does not return to work at the end of the leave, unless an authorization to extend the leave has been received, or unless the Employee is prevented from returning by forces beyond their control.

32.05 When the Employee returns to work, the University shall reinstate them in their previous position if it is still available, or if the position is no longer available Article 21 shall apply.

If the Principal Investigator or Immediate Supervisor agrees to it, an Employee may put an end to the leave without pay before the anticipated date of return.

32.06 A leave without pay may also be part-time contingent to the same conditions set in clause 32.01 in addition to the approbation of the Principal Investigator or Immediate Supervisor on the work schedule. A part-time leave will not exceed three (3) days per week.

In this case, the Employee's working conditions and/or benefits will be applied on a prorated basis to the number of paid hours.

Part-time Employees are not entitled to a part-time leave without pay.

ARTICLE 33 PARENTAL LEAVES

PREAMBLE

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

The present Article does not grant an Employee any benefit, monetary or non-monetary which they would not have had if they had remained at work and shall not extend the duration of a Contract of an Employee.

For the purpose of this Article, the weekly salary is defined as the total Contract Remuneration of the year preceding the leave, divided by the total number of weeks covered by said Contracts.

MATERNITY LEAVE

33.01 A pregnant Employee is entitled to a maternity leave without pay, of not more than eighteen (18) consecutive weeks unless, at their request, the University consents to a longer maternity leave. The Employee may spread the maternity leave as they wish before or after the expected date of delivery. However, where the maternity leave begins on the week of delivery, that week shall not be taken into account in calculating the maximum period of eighteen (18) consecutive weeks.

If the delivery takes place after the expected date, the Employee is entitled to at least two (2) weeks of maternity leave after the delivery.

33.02 The maternity leave may not begin before the beginning of the sixteenth (16th) week preceding the expected date of delivery and shall not end later than eighteen (18) weeks after the week of delivery.

33.03 The Employee must provide written notice to their Principal Investigator or Immediate Supervisor and to the Pension and Benefits Department of the Human Resources, the dates of their intended Maternity Leave, stating the date on which the leave will begin and the date on which the employee will return to work at least three (3) weeks prior to the date of commencement of the leave. The notice must be accompanied with a medical certificate attesting to the pregnancy and the expected date of delivery. Where applicable, the medical certificate may be replaced by a written report signed by a midwife. The notice may be of less than three (3) weeks if the medical certificate attests that the Employee needs to stop working within a shorter time.

33.04 From the sixth (6th) week preceding the expected date of delivery, the University may, in writing, require a pregnant Employee who is still at work to produce a medical certificate attesting that they are fit to work. If the Employee refuses or neglects to produce the

certificate within eight (8) working days, the University may oblige them to take their maternity leave immediately by sending them a written notice to that effect giving reasons.

- 33.05** Where there is termination of pregnancy before the beginning of the twentieth (20th) week preceding the expected date of delivery, the Employee is entitled to a special maternity leave, without pay, for a period of no longer than three (3) weeks, unless a medical certificate attests that the Employee needs an extended leave.

If the termination of the pregnancy occurs in or after the twentieth (20th) week, the Employee is entitled to a maternity leave without pay of a maximum duration of eighteen (18) consecutive weeks beginning from the week of the event.

- 33.06** Where there is a risk of termination of pregnancy or a risk to the health of the mother or the unborn child, caused by the pregnancy and requiring a work stoppage, the Employee is entitled to a special maternity leave, without pay, for the duration indicated in the certificate from a qualified medical practitioner stating the existing risk and indicating the expected date of delivery. The leave is, where applicable, deemed to be the maternity leave provided for in section 33.01 from the beginning of the fourth (4th) week preceding the expected date of delivery.

- 33.07** An Employee who presents a medical certificate stating that the working conditions of their job may be physically dangerous to their unborn child or to themselves or to a child they are breast-feeding, may request to be reassigned to other duties involving no such danger that they are reasonably capable of performing while continuing all the rights and privileges of their normal position. If reassignment is not possible, the Employee will be immediately granted a special leave, in conformity with the provisions of the Act Respecting Occupational Health and Safety, until they are reassigned or until the date of delivery, at which time the regular maternity leave will begin or until the child is weaned.

- 33.08** An employee is entitled to a special leave for visits with a health care professional related to their pregnancy, up to a maximum of four (4) working days, which can be taken in half-days, without loss of salary.

PATERNITY LEAVE

- 33.09** An Employee is entitled to a paternity leave of not more than five (5) consecutive weeks, without pay, on the birth of their child. The paternity leave shall not begin before the week of the birth of the child and shall not end later than fifty-two (52) weeks after the week of the birth.

A paternity leave may be taken after giving written notice of not less than three (3) weeks to their Principal Investigator or Immediate Supervisor and to the Pension and Benefits Department of the Human Resources, stating the expected date of the leave and that of the

return to work. The notice shall be accompanied by a supporting document attesting the birth of the child.

However, the notice may be shorter if the birth of the child occurs before the expected date or if the Employee must stay with the newborn child or newly adopted child, or with the mother, because of the state of health of the child or the mother.

PARENTAL LEAVE

- 33.10** The parents of a newborn and the person who adopts a minor child are entitled to a parental leave without pay, of not more than fifty-two (52) consecutive weeks.

The parental leave may not begin before the week the child is born or, in the case of adoption, the day the child is entrusted to the care of the Employee within the framework of an adoption procedure or the week the Employee leaves their work to go to a place outside Québec in order that the child be entrusted to them. It shall end not later than seventy (70) weeks after the birth or, in the case of adoption, seventy (70) weeks after the child was entrusted to the Employee.

- 33.11** Parental leave may be taken after giving notice of not less than three (3) weeks to the Principal Investigator or Immediate Supervisor and to the Pension and Benefits Department of the Human Resources, stating the date on which the leave will begin and the date on which the Employee will return to work. The notice shall be accompanied by a supporting document attesting the birth or the adoption of the child.

However, the notice may be shorter if the Employee must stay with the newborn child or newly adopted child, or with the mother, because of the state of health of the child or of the mother.

BIRTH OR ADOPTION LEAVES

- 33.12** An Employee may be absent from work, without loss of pay, for five (5) days at the time of the birth of their child or the adoption of a child or where there is a termination of pregnancy in or after the twentieth (20th) week of pregnancy. This leave may be divided into days at the request of the Employee. It may not be taken once fifteen (15) days have expired since the child's arrival at the home of their father or mother or after the termination of pregnancy. The Employee must advise their Principal Investigator or Immediate Supervisor and to the Department of Human Resources of their absence as soon as possible.

- 33.13** If the child is hospitalized during the maternity, paternity or parental leave, the leave may be suspended, following an agreement with the University, to allow the Employee to return to work during the hospitalization.

In addition, an Employee who, before the expiry date of the leave, sends the Principal Investigator or Immediate Supervisor and to the Pension and Benefits Department of the Human Resources a notice accompanied by a medical certificate attesting that the state of health of the child or, in the case of a maternity leave, that the state of health of the employee requires it, is entitled to an extension of the leave for the duration indicated in the medical certificate.

RETURN TO WORK

33.14 At the end of a maternity, paternity or parental leave, the University shall reinstate the Employee in the Employee's former position with the same benefits, including the wages to which the Employee would have been entitled had the employee remained at work. If the position held by the Employee no longer exists when the Employee returns to work, the University shall recognize all the rights and privileges to which the Employee would have been entitled if the Employee had been at work at the time the position ceased to exist.

33.15 An Employee may return to work before the date stated in the notice given pursuant to clauses 33.03, 33.09 and 33.11, provided they have given the University written notice of not less than three (3) weeks of the new date on which they will return to work.

The University may require a medical certificate from an Employee who returns to work within the two (2) weeks following delivery, attesting to the fact that they are fit to work.

An Employee who does not report to work on the date stated in the notice given to the University is presumed to have resigned.

SUPPLEMENTARY ALLOWANCE TO THE QUÉBEC PARENTAL INSURANCE (QPIP)

To be entitled to the following supplementary allowances, an Employee must have accumulated at least twenty (20) weeks of service or more prior to the beginning of their first leave provided herein and have a contract of twelve (12) months or more or be appointed on an indeterminate term in accordance with clause 17.05.

In addition, the supplementary allowances are paid only for the weeks for which the Employee is under one or more research Contracts. When the employee's research contract end, the supplementary allowances hereinafter shall stop as well.

33.16 The benefits provided for in this section are paid only as a supplement to the benefits of the QPIP.

33.17 Employees Eligible to QPIP

- a) The Employee who, following a request for QPIP benefits, receives such benefits, is entitled to receive:

i) During maternity leave:

A supplementary allowance equal to the difference between ninety-three percent (93%) of their weekly salary and the benefits received from QPIP to a maximum of eighteen (18) weeks;

The employee eligible to QPIP maternity benefits is also entitled to an additional period of two (2) weeks of maternity leave that shall be taken at the end of the QPP benefits period. During this two (2) weeks period, the employee shall receive an allowance equivalent to ninety-three percent (93%) of their regular weekly salary. The employees who have been granted this additional leave are entitled to those two (2) weeks of leave in addition to the parental leave. Those two (2) weeks are not taken into account for the purpose of calculating the parental leave, which has a maximum duration of two (2) years.

ii) During Paternity Leave

A supplementary allowance equal to the difference between ninety-three percent (93%) of their weekly salary and the benefits received from QPIP to a maximum of five (5) weeks.

iii) During Parental Leave

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

- b) The total of the amounts received by the Employee during the parental, maternity, or paternity leaves in QPIP benefits and wages cannot exceed ninety-three percent (93%) of their regular weekly base salary paid by the University.
- c) When the QPIP benefits are interrupted for any reason whatsoever, the payment of the supplementary allowance ceases, and resumes once the QPIP benefits are being paid again.

MISCELLANEOUS

- 33.18**
- a) No allowance shall be paid during a paid vacation period;
 - b) The first payment of the indemnity is made, to the extent possible, as of the first pay period following the receipt by the University of the notice and calculations issued by *Ministère du Travail, de l'Emploi et de la Solidarité sociale*. Subsequent payments will be paid each pay period.
 - c) The regular weekly salary of the part-time Employee is the average of the regular weekly salary of the twenty (20) weeks preceding the leave. If, during this period, the Employee has received benefits based on a percentage of the regular salary, it is understood that for the purpose of calculating the regular salary, it refers to regular salary from which such benefits were established.
 - d) If the maternity, paternity or parental leave includes the date at which the salary scales are adjusted, the regular weekly salary of the employee is calculated as of that date, according to the salary scale adjustment which applies.
- 33.19** The University does not reimburse the Employee for the amount(s) that the Quebec government could require them to repay with respect to QPIP.

BENEFITS

- 33.20** During the maternity, paternity, adoption and parental leave, the Employee is entitled to the benefits, provided that they are normally entitled to them and that they pay their share of the premiums or contributions.
- 33.21** The University pays its share of the collective insurance premiums or its share of pension plan contributions for a maximum of seventy (70) weeks. Thereafter, an Employee who wishes to continue to participate to those benefit plans, insofar as the plans allow it, must pay the totality of the premiums or contributions.

ARTICLE 34 CONTRACTING OUT

34.01 The parties recognize that it is preferable to create new positions rather than sub-contracting.

34.02 The University will not deliberately use sub-contracting as a means to limit the number of Employees.

ARTICLE 35 HEALTH AND SAFETY

- 35.01** The Union and the University shall cooperate in promoting compliance with all applicable health and safety rules and regulations and the Employee shall comply with all applicable health and safety policies, rules and regulations.
- 35.02** The University shall make every reasonable effort to maintain a safe and healthy workplace in conformity with applicable legislation.
- 35.03** Any special protective equipment or other articles required by law for the protection of the Employees will be provided by the University, such items shall remain the property of the University.
- 35.04** The University will inform Employees of the safety standards and regulations in force in the area in which they work. These standards and regulations, as well as emergency instructions regarding the premises and equipment and goods on the premises, will be posted in the appropriate places.
- 35.05** An Employee has the right to refuse to perform a task if the Employee has reasonable grounds to believe that the performance of the task would endanger their health, safety or physical wellbeing, or would expose another person to a similar danger. An Employee may not, however, exercise this right if their refusal to perform the task places the life, health, safety or physical well-being of another person in immediate danger or if the conditions under which the task is to be performed are ordinary conditions in this kind of work.

Where an Employee refuses to perform particular work, they must immediately inform their Principal Investigator or their Immediate Supervisor; if none of these individuals is present at the workplace, the Employee must take reasonable steps to ensure that one of them is informed as soon as possible.

- 35.06** The Union may appoint one (1) Employee to serve on the Central Advisory Environmental Health and Safety Committee.

The Employee may attend committee meetings without loss of pay. The Employee shall inform their supervisor of such meetings at least five (5) days in advance.

- 35.07** The University shall provide Employees with all required health and/or safety training. An Employee is deemed to be at work during any training required by the University, and the training period shall be paid according to terms of this Collective Agreement.
- 35.08** The University shall immediately give first aid to an Employee who suffers an employment injury in its establishment and, where required, transportation, to a health institution, to a health professional or to the Employee's residence, as required by their condition.

The cost of transportation of the Employee shall be assumed by the University, who shall reimburse it, where such is the case, to the person who incurred it.

35.09 Nothing in this article can be interpreted as a renunciation by an Employee, the Union or the University as to their rights under the *Loi sur les accidents de travail et les maladies professionnelles (L.R.Q. c. A-3.001)*, *Loi sur la santé et sécurité du travail (L.R.Q. c. 8-21)* or any applicable health and safety regulations.

ARTICLE 36 OCCUPATIONAL INJURIES

- 36.01** An Employee who is victim of an accident or has contracted an employment injury shall report this to their Principal Investigator or immediate supervisor as soon as possible following the occurrence, and shall complete and sign a University Injury/Near-Miss Report as soon as possible following the incident.
- 36.02** An Employee who on the date they suffer an employment injury is bound by an indeterminate term contract and again becomes able to carry on their employment is entitled to be reinstated by preference to others in their position under the same Principal Investigator or Immediate Supervisor where they were working when the employment injury appeared or reassigned to an equivalent position under the same Principal Investigator or Immediate Supervisor.
- 36.03** Every Employee who on the date they suffer an employment injury is bound by a contract of employment for a fixed term and again becomes able to carry on their employment before the date of expiry of their contract is entitled to be reinstated in their position under the same Principal Investigator or Immediate Supervisor and to remain in that employment until the date of expiry of their contract.
- 36.04** Where the University does not reinstate an Employee who has again become able to carry on their employment on the ground that the Employee would have been transferred, suspended or dismissed or would have lost their employment otherwise if they had been at work, the relevant provisions of the present Collective Agreement apply as if the Employee had been at work at the time of the transfer, suspension, dismissal or loss of employment.
- 36.05** An Employee who remains unable to carry on their employment as a result of an employment injury and who becomes able to carry on suitable employment is entitled to hold first suitable employment that becomes available under the same Principal Investigator or Immediate Supervisor.

The right conferred by the first paragraph is exercised subject to the rules respecting seniority prescribed by the present Collective Agreement.

- 36.06** An Employee continues to be entitled to the pension and benefits plans, provided that they are normally entitled to them and if they pay their share of the premiums or contributions.

ARTICLE 37 WORKLOAD

37.01 The Parties recognize that an Employee is not required to continuously and regularly perform an excessive workload in comparison to a normal workload.

ARTICLE 38 TUITION BENEFITS

- 38.01** The spouses and the dependents of Employees with a contract of twelve (12) months or more or Employees who are appointed on an indeterminate term in accordance with clause 17.05 are entitled to a waiver of tuition fees for credit courses for which they register at the University.
- 38.02** The tuition waiver applies only to tuition fees for credit courses at the undergraduate or graduate rate for Quebec and other students with permanent residence status, and not to registration fees, student association fees or any other fee of a similar nature for which the student is responsible.
- 38.03** The tuition benefits cease at the date of the end of employment or the date when the Employee no longer has a contract of twelve (12) months or more. At that time, the registered student becomes responsible for the prorated amount of tuition waived.

ARTICLE 39 SALARIES

39.01 Salary increases

Effective upon ratification/award: Appendix A
Effective June 1, 2020: salary rates and scales are increased by 2.6%.
Effective June 1, 2021: PSG

39.02 The salary increases are paid to the Employees under contract and employed by the University at the moment of signature of the collective agreement and paid within ninety (90) working days following the signature of the collective agreement.

39.03 On June 1st of each year, the employee receives a progression increase of 1,75%, unless they were hired on or after March 1 of the current year. The resulting salary after progression cannot be over the maximum of the salary scale.

39.04 An employee whose salary, the day preceding an increase in salaries and salary scales, is above the maximum for the scale for their grade on the day of the increase does not receive an increase in salary. Instead, they receive a lump sum payment equal to their 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, they receive the new maximum salary for the grade. However, if the salary increase they receive is less than their salary the day preceding the increase multiplied by the percentage increase in the salary scales, they receive 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.

ARTICLE 40 TRAINING AND PROFESSIONAL DEVELOPMENT

40.01 At the beginning of the fiscal year, each department or administrative unit may allocate a percentage of its budget to training.

40.02 In each department, the information on different opportunities for training may be given to the Employees at least once a year.

40.03 All Employees who wish to follow training sessions, which are related to their duties, must make a request to the Principal Investigator or Immediate Supervisor.

The Employee who follows these sessions during regular working hours does not suffer any loss of salary.

40.04 An Employee who benefits from professional training may be requested to provide a written report on the activities undertaken to the Principal Investigator or Immediate Supervisor within thirty (30) days of the completion of the activities.

ARTICLE 41 TECHNOLOGICAL CHANGE

41.01 The Principal Investigator or the Immediate Supervisor shall inform the Union in writing at least one (1) month in advance when it makes technological changes that could significantly affect the duties and/or working conditions of the Employees concerned.

This notice must include:

- i. the nature and goal of the technological change;
- ii. the expected date of implementation, or the schedule of implementation if such is the case;
- iii. the names of the Employees, and if such is the case, the positions likely to be affected by the technological change;
- iv. the effect which the technological change is likely to have on the working conditions of the employees affected.

41.02 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 Joint Union Management Committee for discussion in order to minimize the impact on the employees and to facilitate their adaptation to the changes.

41.03 When deemed required by the Principal Investigator or the Immediate Supervisor, the University agrees to offer Employees affected by technological change, the necessary training related to said change, at the University's expense.

ARTICLE 42 DURATION OF THE COLLECTIVE AGREEMENT

- 42.01** The collective agreement enters into and remains in effect from the signing of the collective agreement until May 31, 2022. It has no retroactive effect except where expressly provided.
- 42.02** Notwithstanding clause 42.01, the Collective Agreement remains in effect until the signing of a new Collective Agreement.
- 42.03** The University makes the Collective Agreement available to the Employees on its website and Intranet site.

APPENDIX A WAGE RATES

Effective upon signature/award:

	MINIMUM	MAXIMUM
RESEARCH ASSOCIATE	\$25.50	\$35.30
RESEARCH ASSISTANT	\$22.39	\$31.00
SUPPORT-PROFESSIONAL	\$22.39	\$31.00
SUPPORT-TECHNICAL	\$20.75	\$27.09

Effective as of June 1, 2020:

	MINIMUM	MAXIMUM
RESEARCH ASSOCIATE	\$26.16	\$36.22
RESEARCH ASSISTANT	\$22.97	\$31.81
SUPPORT-PROFESSIONAL	\$22.97	\$31.81
SUPPORT-TECHNICAL	\$21.29	\$27.79

APPENDIX B MEMBERSHIP FORM



**CONCORDIA ASSOCIATION OF RESEARCH EMPLOYEES –
PUBLIC SERVICE ALLIANCE OF CANADA (CARE-PSAC)**

**ASSOCIATION DES EMPLOYÉ-E-S DE RECHERCHE À
CONCORDIA – ALLIANCE DE LA FONCTION PUBLIQUE DU
CANADA (AERC-AFPC)**

TO BE COMPLETED BY THE EMPLOYEE. All fields must be completed.

Completed, ORIGINAL form must be sent to the Concordia Association of Research Employees (CARE-PSAC) before the employee begins their first shift of work. See address below.

CONTACT INFORMATION:

First name: _____

Last name: _____

Address: _____

Postal Code : _____ Phone () _____

Email Address : _____

WORK INFORMATION:

Job Title: _____

Faculty/Unit/Department (related to your job): _____

Office location (building and room#): _____

Hours of work (check one): Full time _____ Part time _____

Contract length: from _____ to _____

I, the undersigned, freely give my adhesion to the Public Service Alliance of Canada/care. I will respect the policies, rules and decisions of the association.

Signature: _____

Date: _____

Original: Union

Please send all Union Membership Forms to the Concordia Association of Research Employees at:

CARE, Concordia University, Sir George William Campus, PR-305, 2100 MacKay, Montréal, Québec, Canada, H3G 2J1 OR care.psic@gmail.com

APPENDIX C EXTRACT OF CERTIFICATE OF ACCREDITATION

“Toutes et tous les auxiliaires de recherche (RA) et les associé-es de recherche («research associates») et toutes et tous les employé-es, technicien-ennes, professionnel-les et autres salarié-es dont le salaire émane de fonds de recherche, salarié-es au sens du Code du travail, à l'exclusion de celles et ceux déjà inclus-es dans une autre unité de négociation.”

De : Université Concordia

1455, boulevard De Maisonneuve Ouest

Montréal (Québec) H3G 1 M8

Établissements visés :

Tous les établissements.

Dossier d'accréditation: AM-2001-7396

LETTER OF UNDERSTANDING NO. 1 INTELLECTUAL PROPERTY

The University and the Union agree that twelve (12) months before the expiration of the present Collective Agreement, the Joint Union Management Committee will discuss any issues or concerns related to the application of Article 12.

LETTER OF UNDERSTANDING NO.2 PROFESSIONAL DEVELOPMENT ACTIVITIES

At the end of every year (June 1st to May 31st), the University and the Union will hold a meeting to discuss the training and professional development activities performed by Employees in the previous year.