

COLLECTIVE AGREEMENT

BETWEEN

CONCORDIA UNIVERSITY

AND

**CONCORDIA UNIVERSITY LIBRARY
EMPLOYEES' UNION (WEBSTER LIBRARY) - CSN**

FEESP



CSN

In effect until November 30, 2002

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ARTICLE 1 PURPOSE OF THE AGREEMENT

1.01 It is the purpose of this agreement :

- a) to promote orderly relationships between the University, the Union, and all employees covered by this agreement in order to provide library services and to maintain equitable and just working conditions;
- b) to promote the security and welfare of the employee;
- c) to assure the discharge of duties in a reasonable manner;
- d) to favour the prompt and fair settlement of grievances.

ARTICLE 2 UNION RECOGNITION

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

2.02 The tasks usually performed by employees covered by the present collective agreement cannot be regularly done by people outside the bargaining unit as defined in the certificate of accreditation.

2.03 In order to be valid, all agreements subsequent to the signature of the present agreement among one, several or all of the employees and the University, that modify the present agreement must receive the written approval of the Union.

2.04 The present collective agreement applies to all employees covered by the certificate of accreditation issued by the Ministry of Labour to the Concordia University Library Employees' Union (Webster Library) - CSN

The text of the certificate of accreditation appears in Appendix D.

The classes and examples of positions are enumerated in Appendix A of the collective agreement.

ARTICLE 3 DEFINITION OF TERMS AND INTERPRETATION

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

- a) **Employee:**

means any person employed by Concordia University, on the Sir George Williams campus, who is covered by the certificate of accreditation issued by the Ministry of Labour of Quebec, as appears in Appendix D.

b) **Permanent Employee:**

means any employee who has successfully completed the probationary period provided in clause 9.02 a).

c) **Permanent Part-time Employee:**

means any employee who regularly works a determined number of hours, but not more than 28 hours per week.

The permanent part-time employee benefits, on a pro rated basis according to her/his regular work schedule, from all the rights and advantages of the collective agreement.

d) **Probationary Employee:**

means any employee who has not yet completed the probationary period provided in clause 9.02 a).

e) **Temporary Employee:**

1) **Replacement Employee:**

means any employee who is hired, on a temporary basis, to fill a vacant position, or a position which is temporarily vacated by its incumbent for one of the following reasons:

- a work-related illness or accident;
- illness or accident;
- vacation;
- parental leave;
- authorized leave;
- temporary assignment.

This employee is laid off and placed on the recall list provided in clause 11.04 when the vacant position is filled or when the incumbent is reinstated.

2) **Supernumerary Employee:**

means any employee who is hired to meet a work surplus not exceeding six (6) months or to serve a function in the framework of a special project not exceeding nine (9) months. The duration of the work surplus or the special project cannot in any way exceed the time limit outlined above unless there is an agreement between the parties.

After the time limit outlined in the preceding paragraph, the employee must be laid off and placed on the recall list provided in clause 11.04.

The only provisions which apply to the temporary employee are those outlined in Article 5.

f) **Seasonal Employee:**

means any employee hired for a period normally of at least twenty (20) consecutive weeks but not more than thirty-eight (38) weeks in one year. This employee usually works part-time. The seasonal employee is automatically laid off at the end of her/his employment period and is placed on the recall list provided in clause 11.04.

The only provisions which apply to the seasonal employee are those outlined in Article 5.

3.02

a) **Designated Supervisor:**

means the employee who, at the University's request, in the absence of a supervisor for one day or more, is responsible for the smooth functioning of the work sector concerned. This employee is temporarily re-assigned and is subject to the provisions of clause 36.07 a).

b) **University:**

means Concordia University.

c) **The Union:**

means the Concordia University Library Employees' Union (Webster Library) - CSN

d) **The Parties:**

means the University and the Union.

e) **The Library:**

means all those areas and functions which fall within the administrative jurisdiction of the Director of Libraries in accordance with the certificate of accreditation.

f) **Spouse:**

means the person to whom an employee is legally married by virtue of a civil or religious ceremony; or with whom the employee has continuously cohabited in a spousal relationship for at least one (1) year, if neither party is married to another person, or for at least three (3) years in all other cases.

g) **Vacant position:**

means any position which has been definitively vacated by its incumbent.

h) **Class:**

The classes are those which appear in Appendix A of the collective agreement.

i) **Required qualifications:**

means the qualifications for each class as they appear in Appendix A of the collective agreement.

j) **Work sector:**

means the positions grouped in accordance with the list of work sectors. The University shall provide the Union with this list, including any modification and the

dates of implementation of these modifications. The University agrees to post this list for the duration of the collective agreement and to update the list every two (2) months.

The University determines the positions and the work sectors.

k) **Transfer:**

means a voluntary change of position within the same class or to a lower class.

l) **Promotion:**

means a change of position to a higher class.

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

3.04 For the purposes of interpreting the collective agreement, an absence without loss of pay shall not involve any loss of rights or privileges provided by the collective agreement.

ARTICLE 4 MANAGEMENT RIGHTS AND OBLIGATIONS

4.01 The administration of the University Library remains vested in the University and shall not be exercised contrary to any provisions of the agreement.

4.02 The University will take up the cudgels on behalf of any employee held legally responsible for an act carried out in the line of duty including that outlined in clause 13.17 b) and agrees not to institute any claims against the employee on this account.

ARTICLE 5 TEMPORARY AND SEASONAL EMPLOYEES

5.01 The present collective agreement applies to temporary and seasonal employees in the following manner:

Article 1 Purpose of the Agreement
The entire article applies.

Article 2 Union Recognition
The entire article applies.

Article 3 Definition of Terms and Interpretation
The entire article applies.

Article 4 Management Rights and Obligations
The entire article applies.

Article 5 Temporary and Seasonal Employees

The entire article applies.

Article 6 Union Membership and Check-off

The entire article applies.

Article 7 Leave for Union Activity

The entire article applies except for clause 7.09.

Article 8 Grievance and Arbitration Procedure

The entire article applies.

Article 9 Seniority

Clauses 9.01 d), e), f), 9.02 a3), a5), a6), 9.03 b), c), 9.04, and 9.05 apply. Temporary and seasonal employees hired for a period exceeding six (6) months shall be subject to the trial period provided in clause 9.02 b).

Article 10 Employment Security

The article does not apply.

Article 11 Lay-off and Recall

The entire article applies.

Article 12 Job Posting, Selection, and Movement of Personnel

The entire article applies.

Article 13 Health and Safety

The entire article applies.

Article 14 Acquired Rights

The entire article applies.

Article 15 Sub-contracting

The article does not apply.

Article 16 Disciplinary Measures

The entire article applies except for temporary and seasonal employees who have not completed sixty (60) days worked in a period of six (6) months, for whom the grievance and arbitration procedure does not apply in the case of firing.

Article 17 Personal Files

The entire article applies except for clause 17.03. Temporary and seasonal employees shall receive an evaluation prior to being laid-off.

Article 18 General

The entire article applies.

Article 19 Job Descriptions

The entire article applies.

Article 20 Hours of Work and Work Schedules

The schedules of seasonal and supernumerary employees are established by the University but the temporary employee hired to replace a permanent full-time employee or a probationary employee works the hours of the employee she/he is replacing.

- Article 21 Overtime**
The seasonal or temporary employee can agree to extend her/his regular work hours up to the regular work day (seven (7) hours) or to the regular work week (thirty-five (35) hours). These hours shall not be considered as overtime, but are remunerated at the regular salary rate. All hours worked outside of the regular work day or regular work week are considered as overtime.
- Article 22 Call Back to Work**
The entire article applies.
- Article 23 Premiums**
The article does not apply to seasonal employees.
- Article 24 Holidays**
The entire article applies to the temporary employee. The seasonal employee will be paid for any of the of holidays described in clause 24.01 as long as it is part of the employee's regular work schedule.
- Article 25 Social and Personal Leaves**
For the temporary employee, the entire article applies. For the seasonal employee, the entire article applies except for clause 25.08.
- Article 26 Vacation**
The temporary or seasonal employee shall receive, upon leaving, vacation pay equivalent to eight per cent (8%) of her/his salary earned between her/his date of hire and her/his date of termination.
- The temporary employee whose duration of employment exceeds twelve (12) months may take vacation, after agreement with the supervising librarian concerned.
- Paid vacation is determined in the following manner: one day and two-thirds (1 2/3) for each month of seniority to a maximum of twenty (20) working days.
- Article 27 Parental Leave**
The temporary or seasonal employee who has worked twenty (20) weeks in the twelve (12) months preceding the date of the maternity leave notice, is eligible for a maternity leave not exceeding twenty (20) weeks subordinate to the provisions of the law.
- The pregnant employee whose name is on the recall list has the right to temporarily suspend her availability for twenty (20) consecutive weeks.
- To obtain this suspension, the employee must give a written notice to the University at least two (2) weeks prior to the suspension of availability, together with a medical certificate confirming the projected date of birth.
- Article 28 Leave without Pay**
The article does not apply.
- Article 29 Public Service Absences**
The article does not apply.
- Article 30 University Closings**

The entire article applies.

Article 31 Tuition Waiver
The article does not apply.

Article 32 Occupational Injuries
The entire article applies.

Article 33 Technological change
The entire article applies.

Article 34 Non-Discrimination
The entire article applies.

Article 35 Harassment and sexual harassment
The entire article applies

Article 36 Integration and Retroactivity
The entire article applies.

Article 37 Classification and Wages
Clauses 36.01, 36.02, and 36.03 b) apply only. The classification plan and the salary scales provided in Appendix A and Appendix B apply.

The temporary or seasonal employee who has completed the equivalent of one thousand eight-hundred and twenty-seven (1 827) hours worked is entitled to a step advance. However, the class is determined by the position or the function for which the employee is recalled or hired.

Article 38 Group Insurance and Pension Plan
The article does not apply.

Article 39 Sick Leave
The temporary or seasonal employee is entitled to short-term sick leave, pro rated for the hours worked.

Article 40 Amendments to the collective agreement
The entire article applies.

Article 41 Appendices and Letters of Agreement
The entire article applies.

Article 42 Strikes and Lock-outs
The entire article applies.

Article 43 Training
The article does not apply.

Article 44 Duration of the Agreement
The entire article applies.

ARTICLE 6 UNION MEMBERSHIP AND CHECK-OFF

- 6.01 As a condition of continued employment, employees who are members of the Union at the date of signature of this agreement and employees who become members at a later date must remain members of the Union for the duration of this agreement, except as stipulated in clause 6.04.
- 6.02 a) Each new employee must, as a condition of employment, sign an authorization for the deduction of union dues, the text of which appears in Appendix G, and must become a Union member commencing from her/his date of hire by signing a membership card and paying the membership fees set by the Union.
- The Union will arrange for her/him to sign a membership card, and will collect the membership fee directly.
- b) For the purposes of clause 6.02 a), a fifteen (15) minute meeting is provided in a convenient, confidential location between a new employee and her/his union delegate or in her/his absence, the delegate's replacement. This meeting must take place between the first (1st) and the fifth (5th) working day of the new employee. The scheduling of this meeting will be arranged with the supervising librarian concerned.
- 6.03 The University is not required to discharge or transfer out of the bargaining unit an employee expelled from the Union or whose admission to the Union is refused. However, such an employee will remain subject to union dues.
- 6.04 Any employee may revoke membership in the Union between the ninetieth (90th) and the sixtieth (60th) day preceding the expiry of this Agreement.
- 6.05 The University deducts from each employee's pay cheque in each pay period, an amount equal to the union dues.
- 6.06 New employees pay dues beginning with the first (1st) complete pay period following their date of hire.
- 6.07 The Union advises the University of any modification in union dues at least ten (10) working days prior to the date on which the University implements such change on the pay cheques.
- 6.08 a) Every month, the University sends to the Union Treasurer, within a period not exceeding ten (10) working days from the last pay date of the month, the money which has been collected, and an alphabetical list of the names the employees, the amount deducted from each employee, as well as their work sector.
- b) The University indicates on the T4 and TP4 slips the Union dues collected from each employee.
- 6.09 All correspondence concerning union dues will be between the University and the Union Treasurer.

- 6.10 Within thirty (30) days of the signing of the present agreement, the University provides the Union with a list of employees in the bargaining unit. The list will contain the following information:
- a) name and address;

The Union will only use the home address information to contact an employee, and agrees to keep it confidential.
 - b) class and step;
 - c) position (title, number, work sector);
 - d) status (for temporary or seasonal employees, projected period of hire);
 - e) date of hire.
- 6.11 The University notifies the Union in writing of any modification to the above list within thirty (30) days of such modification.
- 6.12 Upon written request from the Union and after agreement between the Labour Relations Manager and the Union, the University provides, within ten (10) working days of receiving the request, all requested information which is pertinent to the bargaining unit.
- 6.13 The Union has access to the University's micro computers in a place specified by the University during regular hours of use, subject to availability. Access outside of regular hours is permitted with the Director of Libraries' authorization.

ARTICLE 7 LEAVE FOR UNION ACTIVITY

- 7.01
- a) The parties recognize twelve (12) union delegates and their substitutes, from which eleven (11) are assigned to the application of the collective agreement and one (1) is responsible for insuring delegation to the different meetings of the CSN and its affiliated bodies. The Union shall decide on the distribution of these delegates and will inform the University as provided in clause 7.01 c).
 - b) No union officer or delegate leaves her/his assigned place of work without having made the necessary arrangements with the supervising librarian concerned or the designated representative of the supervising librarian. Such consent cannot be withheld without a valid reason.
 - c) The Union informs the Director of Libraries in writing, of the names and assignments of the employees elected or named to represent the Union, be they officers, union delegates, and/or members of the different committees recognized by the present collective agreement. Thereafter, any change to the said list is sent the same way.
 - d) Subject to clause 7.01 b) notices of leave by virtue of the present article are sent to the supervising librarian concerned or his/her representative at least five (5) days

before the absence. However, notices of leave by virtue of article 7.04, and under unforeseen circumstances where the above delay cannot be respected, are sent three (3) working days before the absence.

This notice indicates the name of the employee and the duration of the absence.

Should it happen that, due to unforeseen circumstances, the notice has not been given, the University may grant such leaves of absence or request that an alternate delegate be named.

The union provides the Library Administration Office with information pertaining to all leaves for union activity.

- e) It is understood that each party may request that an advisor or external representative of its choice, be present with the regular representatives at meetings between the parties. The agenda and the names of the participants shall be given at the time that the meeting date is established.
- f) Any union member can be accompanied by a union delegate to a meeting with, or when summoned by, a university representative for any matter relating to the interpretation or application of the collective agreement.
- g) The University provides an office, furnished and maintained, for the exclusive use of the Union, for purposes of administration. The furniture initially provided by the University becomes the property of the Union from the date of acquisition. However, the University agrees to provide an electric typewriter and to assume its maintenance and repair.
- h) The University agrees that the Union may use the internal mail service for all union correspondence.
- i) The photocopy machines which are available to the Union are the one in the Mailroom, and those for which the Union obtains an auditorium. The University agrees that the Union may use the photocopying machines subject to their availability. The University shall bill the Union monthly for the cost of the copies.
- j) Any employee affected by the present article can not be inconvenienced or suffer any prejudice for her/his activities.
- k) Any meeting with representatives of the University does not incur any loss of pay for the employee concerned.

7.02

Negotiations Committee

- a) The Union Negotiations Committee is composed of three (3) members named by the Union.
- b) In the twelve (12) months preceding the expiry of the collective agreement, the employees forming the Negotiations Committee may each take ten (10) days of leave without loss of pay for the purpose of preparing the Collective Agreement project.

Once these days have been taken, absences are without loss of pay but are reimbursed by the Union.

- c) For each negotiation, conciliation, arbitration, or mediation meeting, the University grants the Negotiations Committee leave without loss of pay.

- d) Members of the Negotiations Committee may, if they so desire, defer to after the signing of the collective agreement, their vacation accumulated in the twelve (12) months preceding the expiry of the collective agreement, as well as those accumulated up until the signing of the collective agreement.

7.03 **Grievance Committee**

- a) The University agrees to recognize a Union Grievance Committee, composed of three (3) members, one of which is the union delegate of the sector concerned.
- b) In order to conduct their inquiry, members of the Grievance Committee, after having informed their respective supervising librarians, are entitled to a reasonable length of time without loss of pay, to inquire into each grievance and/or prepare meetings with the University. They have access, if necessary, to that part of the building in which the grievance has allegedly taken place in order that they may make an inquiry on location of the circumstances which gave rise to the grievance.
- c) The University agrees to meet the Grievance Committee on request at a time and place agreed to by the parties.

7.04 **Executive Committee**

The five (5) officers of the Union are granted leave from their duties without loss of pay, but with reimbursement by the Union, at the rate of one-half (1/2) day per week, for the purpose of Union administration, and this without accumulation.

7.05 **Union Council**

- a) The Union Council is made up of all the union officers, delegates, and members of the different committees provided for in the collective agreement.
- b) Ten (10) times during the year, employees who make up the Union Council are entitled to be absent without loss of pay for one (1) hour and fifteen (15) minutes to attend a union meeting. These hours shall be drawn from the bank provided for in clause 7.08. For the purpose of applying the present clause, the year begins January 1st.

7.06 **Labour Relations Committee**

- a) The parties agree that the purpose of the Labour Relations Committee is to provide a forum through which the parties may exchange information and views on all matters concerning the functioning of the library as well as labour relations. These matters may not necessarily be specifically covered by the terms of the Agreement. The parties also agree that this committee should not be used as a substitute for the grievance and arbitration procedure.
- b) The Committee shall be composed of six (6) members, three (3) of whom shall be nominated by the Union and three (3) by the University. The Committee shall convene upon request of one of the parties (normally on a monthly basis) at a time and place agreed upon by the parties. Each party shall advise the other in advance

of the items it wishes to include on the agenda as well as the names of those employees it feels should be asked to attend the meeting.

- c) When the Committee's attention is drawn to a problem, a union representative who is a member of the Committee is freed, without loss of pay, to verify on site with the employee(s) concerned and the university representative, the working conditions which form the basis of the complaint.
- d) The Committee has the right to make recommendations as a result of its discussions, although it does not have the power to alter or amend the agreement or library policies and procedures in any way. The recommendation of the Committee is submitted in writing to the Union Executive and to the Director of Libraries. The Director of Libraries advises the Committee in writing, within fifteen (15) working days, of her/his response to the recommendation.
- e) Before each Committee meeting, the Union representatives have one (1) hour without loss of pay, to prepare. In exceptional circumstances and after agreement with the University this time allotment may be extended.
- f) The University informs the Union in writing of the names of its representatives on the Labour Relations Committee as well as any modifications which might occur.

7.07

Health and Safety Committee

- a) The University recognizes two (2) representatives of the Union as members of the parity health and safety committee (Library Area Health and Safety Committee).
- b) The Union representatives, after advising their respective supervising librarians or their representatives, are entitled to a reasonable length of time without loss of pay to inquire into any health and safety problem and/or prepare for meetings with the University, within the framework of the parity committee.

7.08

Union Representation

- a) The parties recognize that, in order for union officers and delegates to fulfil their responsibilities towards the employees in the best way possible, leaves for union activity are necessary, and shall be granted as follows:
- b) The University grants the Union a bank of seventy-two (72) days or 504 hours of leave per year for union activity. For the purpose of applying this clause, the year begins June 1st and ends May 31st.
- c) Leaves for union activity which exceed the hours provided for in clause 7.08 b) shall be granted without loss of pay, but with reimbursement by the Union.
- d) The above-mentioned provisions shall apply to any leave for Union activity with the exception of those provided for in clause 7.03, 7.04, 7.06 and 7.07.

7.09

Leave for Union Functions

- a) Upon written notice from the Union, the University grants leave without pay, to not more than one (1) permanent full-time employee for union service either as an

employee, or in an elected position, within the Confederation des Syndicats Nationaux (CSN) or one of its affiliated bodies.

- b) The University agrees to grant the leave without pay unless, due to particular circumstances, it would be impossible to do so without seriously affecting the normal operations of the sector where the employee concerned works.
- c) If the employee who is granted leave holds a non-elective position, she/he must return to work within twenty-four (24) months of the beginning of her/his leave, failing which, she/he will be considered as having resigned at the beginning of her/his leave.
- d) If the employee on such leave holds an elective position, she/he receives a leave without pay equal in length to her/his term of office; this leave without pay may be renewed once, for a total of two (2) terms, in the event of a reelection.
- e) An employee on such leave does not have a right to the benefits of this agreement except the pension plan and the group insurance plan to the extent such plans so allow. In such event, the cost of the premiums will be paid entirely by the employee.
- f) The employee granted such leave must give the University a written notice of her/his intent either to return to work or to stand for reelection at least thirty (30) days before the end of her/his first term of office. Upon her/his failure to return to work at the end of the term of office provided for in clause 7.09 d) she/he is considered as having resigned at the beginning of her/his leave.
- g) Upon her/his return to work the University will reinstate the employee into the position she/he occupied at the moment of her/his departure, or if her/his position has been abolished or posted, into an equivalent position.

However, positions vacated as the result of leave for union activity for a period not exceeding twenty-four (24) months shall not be considered vacant positions.

- h) The employee granted leave by virtue of the present clause will continue to accumulate seniority for a maximum of twenty-four (24) months; seniority is thereafter maintained but does not accumulate.
- i) Notwithstanding the present clause, notices of leaves by virtue of clause 7.09 are sent to the Director of Libraries thirty (30) days in advance, and in unforeseen circumstances where the above-mentioned delay cannot be respected, the notice must be sent at least two weeks in advance.

ARTICLE 8 GRIEVANCE AND ARBITRATION PROCEDURE

8.01 The parties agree that a grievance shall be any disagreement respecting the interpretation or application of this agreement.

The parties agree that they shall endeavour to settle a grievance as promptly as possible.

8.02 Both parties agree that before resorting to the grievance procedure, it is desirable for the Union, or an employee accompanied by her/his union delegate, to discuss any labour relations problem with the University. The University representative must allow the presence of the union delegate who accompanies the employee.

- 8.03 A technical error does not invalidate a grievance.
- 8.04 a) A grievance is presented either in French or in English, and contains a summary of the facts written in such a way as to be able to identify the problem raised, as well as the redress sought and, as an indication, the article or articles in the agreement which is(are) concerned.
- b) A grievance may be amended as long as the amendment does not alter the nature of the grievance. If the amendment is presented at the hearing, the arbitrator may decide to postpone the hearing in an effort to protect the rights of the parties.
- 8.05 The discussions between the parties concerning a grievance are held between the Grievance Committee and representatives of the University designated for this purpose. Nevertheless, the University representative with whom a grievance is discussed may invite another representative of the University to participate in the discussion.
- 8.06 The employee who files a grievance has a right to be present at all stages of the grievance and arbitration procedure; however, the final settlement of a grievance will take place between the Grievance Committee and the authorized representative(s) of the University.
- 8.07 No employee shall suffer loss of pay for any time spent with representatives of the University or with members of the Grievance Committee during regular work hours, for the purpose of discussing a grievance. During an arbitration hearing, the members of the Grievance Committee, the grievor, the employee concerned or any other employees who serve as witnesses are granted leave, without loss of pay, in order to attend. Any meeting regarding a grievance, between members of the Grievance Committee and the employees involved in the grievance, shall be held in a confidential location.
- The time and reasonable duration of the meeting must be agreed to with the supervising librarian. Moreover, employees referred to in the preceding paragraph are granted a period of three (3) hours without loss of pay, within the two (2) weeks preceding the arbitration hearing.
- 8.08 An employee who files a grievance must not in any way be penalized or inconvenienced as a result.
- 8.09 The Union may file a grievance on behalf of an employee, a group of employees, or all of the employees. In such a case, the Union must conform to the procedure provided in clause 8.10.
- 8.10 For all grievances the University and the Union agree to conform to the following procedure:
- a) The employee or the Grievance Committee representative files the grievance with the Director of Libraries, or her/his representative, with a copy to the Employee Relations Office and the supervising librarian concerned, within fifty-five (55) working days of the event which gave rise to the grievance.

In the case of firing or suspension, or when knowledge is acquired by the Union or the employee after the incident, the grievance must be filed within twenty (20) working days.

The burden of proof that knowledge was acquired subsequent to the incident rests with the Union and/or the employee.

- b) At the request of either party, a meeting between the University and the Union shall take place within the twenty (20) working days following the filing of the grievance.
- c) The Director of Libraries or her/his representative, must respond in writing to the Grievance Committee, within the thirty (30) working days following the receipt of the grievance. A copy of the response must also be sent to the employee or employees concerned.

8.11 In the case of disagreement between the parties, the Union may submit the grievance to arbitration by giving notice to the Employee Relations Office, with a copy to the Director of Libraries or her/his representative, within thirty (30) working days following the expiry of the delay outlined in clause 8.10 c).

8.12 **Prescription**

A grievance is deemed to have been settled, that is to say the grievance is accepted as valid or that it is abandoned, at any stage of the grievance and arbitration procedure upon failure of either party to respond, or to proceed to the next step including arbitration procedure, within the time limits stipulated in this article, unless it has been mutually agreed in writing to modify them.

8.13 **Arbitration Procedure**

- a) The parties or their representatives must try to agree on the choice of arbitrator. Should agreement not be reached, one of the parties will request that the arbitrator be named by the Ministry of Labour.
- b) The jurisdiction of the arbitrator is limited to conditions established in the present agreement, and in no case does the Arbitrator have the power to add to, subtract from or modify the agreement in any way. The decision of the arbitrator is final and binding on the parties.
- c) In the event of arbitration on disciplinary measures, the arbitrator may uphold the decision of the University or reject it, or render any other decision she/he judges equitable under the circumstances.

The arbitrator may render any other fair and equitable decision under the circumstances as well as determine, if appropriate, the amount of compensation and/or damages to which an employee unjustly treated may have the right.

- d) The fees and expenses of the arbitrator shall be divided equally between the parties.

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

ARTICLE 9 SENIORITY

9.01 Accumulation of Seniority Rights

- a) For the permanent full-time employee, seniority is accumulated on the basis of continuous service as a member of the bargaining unit.
- b) For the permanent part-time employee, seniority is accumulated on the basis of hours worked, subject to clause 9.03, a day being equal to seven (7) hours.
- c) In all cases, seniority is acquired for any permanent employee, when she/he has completed her/his probationary period, retroactively to the date of hire.
- d) For the temporary or seasonal employee, seniority is accumulated on the basis of hours worked, or considered as having been worked, subject to clause 9.03 c), a day being equal to seven (7) hours.

However, this seniority cannot be used in opposition to that of a permanent employee as long as the employee has the status of a temporary or seasonal employee.

- e) The temporary or seasonal employee who obtains a position in conformity with clause 12.01 is credited with the seniority accumulated as a temporary or seasonal employee once her/his probationary period has been completed. However, only seniority accumulated as incumbent in a position can be considered as seniority or active service for purposes of employment security.
- f) Overtime worked by an employee is not considered for the purposes of calculating seniority.

9.02 Probationary and Trial Period

a) *Probationary Period*

- 1) The probationary period for a new employee is sixty (60) days worked. The parties recognize that during the probationary period, the new employee shall receive appropriate assistance and training in order to facilitate adaptation to her/his position.
- 2) In the middle of the probationary period, the supervisor, or when this position does not exist in a given sector the supervising librarian, shall make a written progress report and will have a formal interview with the employee to discuss the said report. This report shall not be made by a designated supervisor
- 3) The new employee whose services are no longer required during the probationary period is entitled to a written notice of ten (10) working days or two (2) weeks' salary if there is no notice.

If the probationary employee held the status of temporary or seasonal employee prior to the above-mentioned period, her/his name is placed again on the recall list, as well as receiving the notice mentioned in the preceding paragraph. In such a case, the University is not obliged to recall the Employee for the same position or a similar position. The days worked during a probationary period are added to those already accumulated.

In both cases, the Union is advised in writing at the same time as the employee.

- 4) Probationary employees have access to the grievance and arbitration procedure, except in the case of lay-off and firing.
- 5) Any new employee, as well as any employee who held the status of temporary or seasonal employee, and who has accumulated at least one hundred (100) hours of pertinent experience in the library, shall be deducted one hundred (100) hours from her/his probationary period.
- 6) The temporary employee who obtains a position in accordance with clause 12.01, without any interruption of service, continues, during the probationary period, to benefit from personal leave accumulated as a temporary employee. The total of this leave cannot exceed twenty-one (21) hours in one year.

b) Trial Period

- 1) Any employee who obtains a promotion or a transfer in accordance with clause 12.01, is entitled to a trial period of sixty (60) days worked.
- 2) During the trial period, the employee continues to benefit from all rights and privileges of the collective agreement.
- 3) The parties recognize that, during the trial period, the employee is entitled to appropriate assistance and training in order to facilitate adaptation to her/his new position.
- 4) If, during the trial period, the employee is incapable of satisfying the normal requirements of the position, or if the employee advises the supervising librarian within the first twenty (20) days of work of her/his trial period that she/he does not wish to remain in the position, the University reinstates the said employee in her/his former position without prejudice as to rights acquired in her/his former position. In the case of a grievance, the University has the burden of proving that the employee is incapable of satisfying the normal requirements of the position.

9.03

Accumulation of Seniority Rights

An Employee continues to accumulate her/his seniority during any absence provided for in this 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 clause 28.01:

an employee accumulates seniority for a maximum of twelve (12) months, subsequently seniority does not accumulate but is maintained.

b) In the event of an absence due to a work-related accident or an illness or an accident:

an employee accumulates seniority for a maximum of twenty-four (24) months; subsequently, seniority does not accumulate but is maintained.

c) In the event of a lay-off of a temporary or seasonal employee at the end of the period for which she/he was recalled or hired:

seniority does not accumulate but is maintained.

- d) **In the case of lay-off of a probationary employee or a permanent employee who does not have employment security:**

seniority does not accumulate but is maintained.

9.04 **Loss of Seniority Rights**

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

- a) she/he voluntarily terminates her/his employment with the University;
- b) she/he is dismissed unless the dismissal is cancelled as a result of the grievance and arbitration procedure;
- c) she/he is laid off for a period exceeding twelve (12) months;
- d) she/he retires;
- e) she/he fails to return to work within five (5) working days following receipt of a registered letter recalling her/him to work following layoff; this five (5) day period may be extended by agreement between the parties.

9.05 **Seniority list**

- a) The seniority list of employees remains posted for the duration of this collective agreement. The University agrees to update this list every two (2) months.

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

This list also includes the surname, name, date of hire, position (if appropriate), and the status of a temporary or a seasonal employee and her/his seniority calculated in accordance with the present article.

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

ARTICLE 10 EMPLOYMENT SECURITY AND DISPLACEMENT PROCEDURE

- 10.01 The University assures employment security, within the bargaining unit, for the duration of the present agreement, to all permanent employees who have twelve (12) months of seniority.

Notwithstanding any other provisions of the collective agreement, and subject to clause 16.02, employees benefiting from employment security cannot be discharged, laid off, fired, or dismissed and therefore shall remain in the employ of the University, without reduction in pay, and without delaying progression in their salary scale and continue to benefit from all the provisions of the present agreement.

10.02 In case of merger, integration or restructuring by legislation or otherwise, seniority within the bargaining unit which is defined in the certificate of accreditation (as indicated in Appendix D) of this agreement, shall prevail in the application of this agreement.

10.03 If the position or function of a permanent employee is transferred to another campus, the employee has the right to accept or to refuse the transfer. If she/he refuses, the provisions of the present article apply.

10.04 **Displacement procedure in the case of an abolition of a position**

The University determines which position(s) must be abolished. In the case of abolition of positions, the following procedure applies:

- a) After agreement with the Union, the University agrees to reassign any employee displaced according to the provisions of the present article, without posting, to a vacant position available in the same class. or after agreement between the parties, to a vacant position in a lower class or, after agreement between the parties, to provide retraining allowing the Employee to occupy a position in the bargaining unit.

Whenever possible, an employee affected by a position abolition will be reassigned to a position working the same number of hours or more per week.

- b) If a) is not an option, an employee affected by an abolition may displace an employee in the same class who has less seniority, as long as she/he can satisfy the normal requirements of the position.
- c) If a displacement in the same class is not possible, the employee affected by an abolition or a displacement may displace an employee in the immediately lower class, who has less seniority, who occupies a position for which she/he can satisfy the normal requirements.
- d) Each employee thus displaced may use her/his right to displace as outlined above.

However, the employee is subject to the trial period provided for in clause 9.02 b). If, during the trial period, the employee is incapable of satisfying the normal requirements of the position, or if the employee gives a written notice within the first fifteen (15) working days of her/his trial period to the supervising librarian that she/he does not wish to remain in this position, the employee may continue to use the displacement procedure.

- e) During the displacement procedure, an employee who cannot displace in accordance with the present article, and who does not choose to resign and receive the indemnity provided for in clause 10.06, must accept:

- i) to fill a temporarily vacant position, if she/he meets the normal requirements of the position, or

- ii) to meet a work surplus, or
- iii) to fill a function in the framework of a special project, as per clause 3.01 e) 2.

10.05 Any employee whose position is abolished or who is subject to a displacement must receive a notice at least one (1) month in advance.

10.06 Any employee affected by the provisions of the present article may choose not to exercise her/his rights and to resign. In this case, she/he shall benefit from a separation indemnity equivalent to one (1) month of salary per year of seniority up to a maximum of six (6) months. The present clause also applies to those employees affected by clause 10.03.

10.07 As long as an employee affected by the provisions of the present article has not obtained a vacant or newly created position, she/he is considered as having applied for every posted position of the same class.

10.08 The employee who, by virtue of the present article, obtains a position in a lower class, preserves the class she/he was in prior to the abolition of her/his position, or displacement. She/he is considered as having applied for each position in her/his old class, and if she/he obtains such a position in conformity with article 12, she/he must accept it, failing which she/he is subject to the provisions of Article 37.06.

ARTICLE 11 LAY-OFF AND RECALL

11.01 Only those employees not covered by clause 10.01 may be laid-off.

11.02 In the case of lay-off, temporary, seasonal, and probationary employees are laid-off first. If other lay-offs are necessary, permanent employees not having employment security are laid-off, and this in inverse seniority order.

11.03

Lay-off Procedure

- a) A permanent employee affected by a lay-off may displace a permanent employee in the same class who has less seniority than she/he, on the condition that she/he can satisfy the normal requirements of the position.
- b) If a displacement in the same class is not possible, the permanent employee who is affected by a lay-off may displace an employee in the immediately lower class having less seniority than she/he, who occupies a position for which she/he can satisfy the normal requirements.
- c) Each permanent employee thus displaced may displace in the above- mentioned manner.
- d) Any permanent employee subject to an abolition or a displacement must receive a notice at least one (1) month in advance. The University sends temporary and seasonal employees subject to a lay-off, a two (2) week notice indicating the date of the lay-off.

11.04

Recall Procedure

- a) Unless otherwise stipulated, the University offers any employment of a temporary nature to those employees whose names are on the recall list. Employees are called back to work in order of seniority, on the condition that they satisfy the normal requirements of the position. They may refuse all recalls to work within the time limits specified in the present article.
- b) In the event of a recall, employees shall provide all documents attesting to their qualifications which do not appear in their personal files.
- c) An employee who is recalled to a position of a temporary nature is subject to Article 5.

11.05

- a) Within thirty (30) days following the signing of the collective agreement, the University provides the Union with the recall list of employees covered by this article. The University will notify the Union in writing of any modification of the list within thirty (30) days of such modification.
- b) This list is drawn up in order of seniority and shall include:
 - name;
 - address;
 - status;
 - telephone numbers (maximum 2);
 - last termination date;
 - accumulated seniority;
 - name of work sector of the last function occupied;
 - availability as per the form provided by the University.

The employee whose name appears on the recall list is solely responsible for informing the University, in writing, of any change to be brought to this list.

- c) Unless otherwise stipulated, recall to work shall be done by telephone. A list of employees telephoned is sent to the Union indicating the dates and times of the calls.
- d) If an employee refuses, or if after three (3) calls in an eight (8) hour period, or within a four (4) hour period in case of urgency, an employee cannot be reached, the University telephones the next person on the list and so on. The provisions of the present clause apply to each employee called.
- e) Recall of seasonal employees is done in the following manner:
 - 1) During the lay-off period between the end of April and the end of May, these employees indicate in writing, on forms provided by the University, their desire to be reintegrated into their function during the coming academic year.
 - 2) If the function is available, the University sends a registered letter between July 24 and August 8th confirming the rehiring and indicating the starting date. At the latest one (1) week following the receipt of this letter, the employee confirms her/his acceptance of work, failing which, she/he remains on the recall list.
 - 3) For other functions to be filled during the academic year, recall is done in accordance with the provisions of clauses 11.05 c) and d).
 - 4) This particular provision does not prevent employees from benefiting from the provisions provided in clause 11.04 a).

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

11.07 If an employee cannot be reached in a repeated manner (after three (3) consecutive recall attempts) the University sends a registered letter to the last known address. If the employee does not confirm her/his availability within five (5) working days following the receipt of the letter, she/he is considered as having resigned and her/his name is removed from the recall list.

11.08 The procedure for contesting the recall list is the one provided for in Article 9.05 b) of the present Agreement.

11.09 The Union receives a copy of all letters sent by the University to the employees affected by the present article.

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

ARTICLE 12 JOB POSTING, SELECTION AND MOVEMENT OF PERSONNEL

- 12.01 a) Within the ten (10) working days following a job vacancy, the University has the choice of filling, abolishing, or deferring the posting of the position. If the decision is to fill the position, the University proceeds within a delay not exceeding ten (10) working days.
- If the decision is to abolish the position, or to defer filling, the University must inform the Union within five (5) working days following the delay provided for in the first sentence of this clause.
- In the case of grievance, the University has the burden of proving that it was justified in not filling the position or in deferring the posting.
- b) Unless there is an agreement between the parties, the University may not defer the posting of a vacant position longer than five (5) months.
- c) Positions shall not be considered vacant when they are vacated for the following reasons:
- i) work-related injury or illness;
 - ii) injury or illness;
 - iii) vacation;
 - iv) parental leave;
 - v) authorized leave;
 - vi) temporary assignment.
- 12.02 a) When a new or vacant position is to be filled, the University must post it for five (5) working days. The posting period begins when all the postings are in place. The posting date must appear on all the postings. A copy of the posting must be sent simultaneously to the Union.
- b) The posting includes:
- position title and class;
 - job description;
 - work sector;
 - name of supervisor and/or supervising librarian;
 - salary scale;
 - work schedule and number of hours per week;
 - dates of posting, expiry of posting, and entry into the position.
- 12.03 Employees who wish to apply for a position must do so in writing during the posting period. An employee who is to be absent during the posting period may apply in advance. Applications submitted after this period cannot be considered.
- 12.04 In applying for a position, the employee provides any document attesting to her/his qualifications which does not appear in her/his personal file.
- 12.05 a) During the selection of an employee to fill a position posted in accordance with clause 12.02, the University must grant the position to the candidate who is a permanent employee with the most seniority unless she/he does not have the qualifications to satisfy the normal requirements of the position.

- b) If none of the above-mentioned candidates satisfies the normal requirements of the position, the University must grant the position to the temporary, seasonal, or probationary employee, who has the most seniority, unless she/he does not have the qualifications to satisfy the normal requirements of the position.
- c) If none of the candidates mentioned in clauses 12.05 a) and b), satisfy the said conditions, other candidates will be considered.
- d) The University is not obliged to post a vacant position a second time when:
 - 1) the vacant position was first filled by a person outside the bargaining unit who decided to leave the position within the first three (3) weeks of her/his probationary period;
 - 2) the vacant or newly created position is filled by an employee from within the bargaining unit who decided to return to her/his old position within the first twenty (20) days of her/his trial period. The University then proceeds with a second choice among the candidates who applied in accordance with the provisions of clause 12.05.
- e) An employee shall not apply for a vacant position or a temporarily vacated position within the same class or an inferior class in the six (6) months following her/his appointment to the present position, except with the approval of the University unless she/he has not availed herself/himself of the rights accorded in clause 9.02 b, 4th paragraph.

Notwithstanding the above:

- 1) The temporary employee who has worked at least sixty (60) working days in her/his present position may apply for a vacant position.
 - 2) The permanent employee may apply for a vacant position representing a promotion in terms of the position of which she/he is the incumbent.
 - 3) The employee in a temporary assignment may apply for the position in which she/he is currently on temporary assignment should it become vacant.
- f) An employee who applies for a position and who withdraws her/his application or who refuses the position shall not suffer any prejudice concerning any future applications.
 - g) In filling a position with an employee from the bargaining unit, the University designates the employee in the fifteen (15) working days following the end of the posting period. This designation is done in the prescribed time limits, by giving the employee concerned, a written notice with a copy to the Union. In filling a position by a person outside the bargaining unit, the University attempts to designate the person in the twenty (20) working days following the end of the posting period. This shall be done as per the aforementioned modalities.
 - h) When an employee is promoted or transferred, she/he is assigned to her/his new position in the five (5) working days following the moment she/he was designated. The employee receives, from the moment she/he has been assigned or from the moment she/he should have been assigned, whichever is the earliest, the salary scale of her/his new position.

12.06 The hiring of part-time, seasonal, or temporary employees must not limit the number of full-time permanent positions required for the normal functioning of a work sector.

12.07 **Temporary Assignment**

- a) In the case of a position temporarily vacated by its incumbent as per the provisions of clause 12.01 c), for a period of nine (9) consecutive months or more, the University fills the position unless service requirements do not justify it.

For the purposes of the present clause, the University posts the position temporarily vacated by its incumbent for a period of three (3) working days. The posting includes the elements listed in clause 12.02 b), and also includes the length of the temporary assignment.

- b) If the University decides to fill a position temporarily vacated by its incumbent for less than nine (9) months, it shall assign, in an order of priority, the employee from the work sector concerned for whom the assignment represents a change in duties or responsibilities while taking into account seniority, and the ability of the employee to satisfy the normal requirements of the position. Should it be impossible to fill the position in the above-mentioned manner, the University will fill the position according to the provisions of 11.04.
- c) The employee who obtains a temporary assignment is subject to the provisions of clause 9.02 b).
- d) The permanent employee who is assigned or recalled, whichever the case, to a temporary position shall be paid in accordance with the provisions in clause 37.07.
- e) In filling a temporarily vacated position with an employee from the bargaining unit, the University designates the employee in the fifteen (15) working days following the end of the prescribed period by giving the employee concerned a written notice with a copy to the Union.
- f) When an employee is temporarily transferred or promoted, she/he is assigned to her/his new position in the five (5) working days following the moment when she/he was designated. The employee shall receive, from the time she/he is assigned, or from the time she/he should have been assigned, according to the earlier of the two, the salary scale of the new position.
- g) The University gives a written notice to the employee, with a copy to the Union, from the beginning of the temporary assignment stating the length of the temporary assignment, the position to which the employee is assigned, and the corresponding salary.
- h) At the end of the temporary assignment, the employee shall return to her/his former position, or in the event of an abolition, to an equivalent position, or on the recall list if such is the case.

12.08 a) In cases when staffing at a service desk falls short of what is required to operate it, after 5:00 p.m. in the evening, or on weekends, the University may invoke emergency temporary assignment. Only those employees who have the appropriate experience may be assigned by the University from within the division, or from other areas in the Library depending on availability.

b) An employee working on emergency temporary assignment is paid a premium equivalent to fifty percent (50%) of her/his current rate of pay for each hour of work performed.

12.09 The employee who is temporarily assigned to a position in accordance with the present article is entirely freed from the duties inherent to her/his old position, for the length of the temporary assignment.

12.10 In the case of a grievance concerning this article, except for clause 12.05 e), the burden of proof rests with the University.

ARTICLE 13 HEALTH AND SAFETY

13.01 The University agrees to respect the appropriate laws and regulations on conditions of health and safety at work.

13.02 An employee may refuse to obey an order, without risk of insubordination, when the carrying out of this order would put her/his health and safety in danger. When working conditions are dangerous, an employee or a group of employees must notify the supervising librarian concerned or her/his representative.

13.03 The University must eliminate the danger before the work resumes.

13.04 No loss of rights, of benefits, of salary or revenue, no lay-offs or disciplinary measures can result from the application of clause 13.02.

13.05 The rights acquired by this article do not remove final responsibility from the University.

13.06 Upon written request of the Union, the University will inform the Union, and each employee concerned, in writing, of the inherent risks of a job, the nature of products used and the necessary antidotes in case of intoxication.

13.07 On the written request of the Union, the University will inform the Union of the inherent dangers of installing new machinery, in the introduction of new work procedures, in the use of new chemical products or other products, and on any other modification to the organization of work which has an influence on the health and safety of workers.

13.08 Any inspection and enquiry of health and safety at work must be done in the presence of an employee named by the Union. The University will give the Union a copy of all reports of these inspections and enquiries as soon as they are submitted to the University.

- 13.09 It is incumbent upon the University to inform the employees of the safety norms and the regulations in effect in the sector where they work.
- 13.10 The University will post for all to see, in the appropriate places, the norms, safety regulations and instructions for cases of emergency concerning the area, and the materials and products used in the area.
- 13.11 In cases where special protective gear or other articles are required by law for the protection of employees, said gear or articles will be provided for by the University.
- 13.12 Twice a year, the University agrees to have the places in the Library where dust gathers, cleaned.
- 13.13 First-aid services are available to all employees through the University Health Centre. If the Health Centre is closed during an employee's working hours, transportation must be provided for her/him without delay to the nearest hospital or emergency clinic.
- 13.14 It is incumbent upon the University to put an adequate first-aid kit at the disposal of the employees, at all times, in an easily accessible place in each department.
- 13.15 The University agrees that the staff lounge in the Library shall remain available exclusively to the library staff for the duration of the present agreement.
- 13.16 The University will furnish the staff lounge and the washrooms with the necessary equipment and accessories in good condition.
- 13.17
- a) The University agrees to inform all employees of the procedure to follow in the case of fire. The University will assure that each new employee receives the necessary training related to the evacuation of their work area.
 - b) In the library evacuation procedures, the employees who are named monitors for a part of the library must do so on a voluntary basis.
- 13.18
- a) The University agrees to maintain healthy and sanitary conditions with respect to temperature, humidity, ventilation and lighting in conformity with the appropriate legislation.
 - b) In general, the University will attempt to maintain the ambient temperature between twenty (20) degrees Celsius and twenty-six (26) degrees Celsius, adequate ventilation and lighting, and mechanical devices in good working condition.
- 13.19 **Working environment**
- Being aware that the ambient temperature which may at times exist in the work areas inconveniences the employees and hinders the performance of their duties, the

administration of the Library may adapt, in whole or in part, the work schedules of the employees when unacceptable temperatures occur in these work areas.

The parties agree that any policy developed will take into account government legislation in like matters.

Procedures:

- 1) When it is apparent that the ambient temperature has fallen outside the range as per clause 13.18 b), the supervising librarian or her/his representative is informed immediately by one of the employees in the given work sector.
- 2) Following this, readings will be taken one (1) hour later and at consecutive intervals when it is evident that the temperature falls outside the range.
- 3) When the ambient temperature falls outside the range and it is not possible to relocate the employees concerned, the following dispositions shall apply:
 - a) No service shall be maintained if the ambient temperature is more than three (3) degrees Celsius higher or lower than the acceptable temperature.
 - b) If the ambient temperature in a given sector is higher or lower than the acceptable temperature, the University is entitled to two (2) hours to take the measures necessary to remedy the situation.
 - c) If, after the two (2) hours provided above, the temperature is still higher or lower than the acceptable temperature, the employees who work in that sector have the right to stop work one (1) hour earlier than usual, for each degree Celsius higher or lower than the acceptable temperature, without loss of pay, and services shall be maintained in the following manner:

Minimal service shall be maintained if the ambient is between 1 and 3 degrees Celsius higher or lower than the acceptable temperature.
 - d) The employees who work during minimal service shall be chosen in turn, starting with the employee with the least seniority. These employees may convert into time off the work accomplished, the following day if possible, if not they shall receive payment at their hourly rate plus 100%.
- 4) Except in the case of closing of the Library, evening employees shall go to work in their sector according to their established work schedule. If unacceptable temperatures occur after 5 p.m., the Library does not limit service or dismiss its employees.

The employees are entitled to convert work accomplished into time off to be taken during the same or following week if possible, as determined by the supervising librarian. If this is not possible the employees shall receive payment at their regular rate plus 100% for work thus accomplished.

- 5) For the purposes of applying the present clause, each work area shall be equipped with a thermometer, the model and location of which shall be agreed to by the parties in the thirty (30) days following the signing of the Agreement.
- 6) Failing agreement, the dispute shall be submitted to an arbitrator, who is known for her/his competence in industrial engineering matters, who will render a decision on the matter.

ARTICLE 14 ACQUIRED RIGHTS

14.01 An employee who at December 10th, 1971, had rights or advantages superior to those provided in the present agreement in relation to working conditions, continues to benefit from them for the duration of this agreement.

14.02 The University agrees to maintain the rights or advantages not provided or superior to the provisions in the present agreement, which some employees enjoy, except if the circumstance that permitted the establishment of these rights and advantages have changed.

ARTICLE 15 SUBCONTRACTING

15.01 The University agrees not to subcontract when this would have the effect of depriving employment for employees covered by the agreement, for work which is regularly performed by these employees. The University reserves the right to maintain existing contracts.

ARTICLE 16 DISCIPLINARY MEASURES

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

16.02 Except in the case of the discharge of employees serving a probationary period, for any employee who is discharged, suspended, or given a written warning, the Union may submit her/his case to the grievance procedure and if necessary to arbitration.

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

16.04 In the event that a University representative finds it necessary to summon an employee for disciplinary reasons (written warning, suspension, or dismissal) the employee has the right to be accompanied by a Union representative.

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

- 16.06 No disciplinary measure may be imposed later than fifteen (15) days after the incident which gave rise to it or of the University having become aware of it.
- 16.07 No confession signed by an employee may be used against her/him during arbitration unless it is a question:
- _ of a confession signed in the presence of a union delegate;
 - _ of a confession signed in the absence of a union delegate but not denounced by the employee in writing, within seven (7) days of its being signed. The University will forward a copy of the confession to the Union as soon as it is received.

ARTICLE 17 PERSONAL FILES

- 17.01 An employee has the right to verify, in the presence of a representative of the University, the contents of her/his personal file which relate to her/his work at the University and to add written comments to it.
- 17.02 Any record of a disciplinary measure must be removed from the employee's file after a period of twelve (12) months has elapsed without any further disciplinary measure of the same nature.
- Furthermore, any disciplinary notice or part of one against which an employee has won her/his case, must be removed from the file.
- 17.03 Mid-probation or mid-trial period evaluation reports must be removed from the personal file once the probationary or trial period has ended.
- 17.04 Each employee must receive a photocopy of her/his probationary or trial period evaluation and the subsequent annual evaluations before these documents are added to her/his file. At an arbitration hearing the burden of proof of the contents of an evaluation rests with the University.
- 17.05 An employee's signature on her/his evaluation signifies that she/he is aware of the contents and may not be interpreted as an acceptance of the contents of the said evaluation.
- 17.06 No evaluation may be made by a designated supervisor or by a supervisor on probation or trial in accordance with article 9.02.

ARTICLE 18 GENERAL

18.01 **Use of University Premises**

- a) The Union agrees that there shall be no Union activities (such as holding meetings or distributing Union literature) during working hours on library premises unless such activities are specifically authorized by a clause in this agreement.
- b) The Union may conduct Union activities on University premises by following current University policies related to room bookings and use of University premises.
- c) The University agrees to provide space on library bulletin boards for official Union notices. These boards must be easily accessible. These notices shall be dated and signed by an officer of the Union.

18.02 **Communications**

The University must send to the Union a copy of the following documents issued from the date of signature of this agreement.

- a) all rules and regulations that apply to employees covered by this agreement.
- b) any other written communique issued to more than one employee covered by this agreement concerning library working conditions.

18.03 All resignations may be retracted within three (3) days. The University will immediately send copies of all resignations to the Union.

18.04 No employee will be required to either make or obtain coffee or other beverages or do personal work for a superior.

ARTICLE 19 JOB DESCRIPTIONS

19.01 An employee must receive a copy of her/his job description when she/he is hired or changes position, as well as when said description is revised, regardless of whether it is modified or not. A copy is simultaneously sent to the Union.

19.02 If the ability of an employee to fulfill her/his functions is affected by a change in her/his job description, the University agrees to give that employee a supervised and directed training period of sixty (60) days.

19.03 If an employee believes her/his job description does not correspond to the description of the class listed in Appendix A, she/he may avail herself/himself of the grievance procedure to request a reclassification.

ARTICLE 20 HOURS OF WORK AND WORK SCHEDULES

- 20.01 Except for employees subject to a particular work schedule according to clause 20.06, the duration of the regular work week and the regular work day is established at thirty-five (35) hours divided into five (5) consecutive work days of seven (7) hours each, from Monday to Friday inclusively, generally worked between 9:00 and 17:00.
- 20.02 All employees are entitled to one (1) twenty (20) minute rest period without loss of pay for each regular half day of work, that is to say, two hundred (200) minutes of rest for every regular work week of thirty-five (35) hours.
- 20.03 All employees are entitled to an unpaid meal period of one (1) hour during the regular work day. This meal period is normally taken not more than one (1) hour before or after the hour which is in the middle of the regular work day.
- An employee has the right, with the prior approval of the supervising librarian or her/his representative, to add to her/his meal period one (1) daily rest period. Consent may be withheld on the basis of service and staffing needs.
- 20.04 In the event that two (2) employees wish to exchange their weekly days off or their established work schedules, they must receive the prior approval of the supervising librarian. In this event, the provisions related to overtime pay do not apply.

Summer Schedule

- a) Every year, for a period of ten (10) weeks, starting from the week following the week of the fête Nationale, (exact dates to be posted by the University) the length of the regular work week is reduced by three (3) hours without reduction in remuneration.
- b) For the purpose of applying the summer schedule, individual work schedules must be approved for the entire summer period prior to June 20th and established for the entire summer by distributing the choice among the various options as equitably possible, taking into consideration:
 - i) the seniority of the employee applied within her/his sector;
 - ii) the preference expressed by the employee to the extent that service requirements permit.

With the permission of the supervising librarian, an employee may change her/his choice of option during the summer period.

- c) The different options are:
 - 1) five (5) work days per week, distributed Monday through Friday inclusively, scheduled in one of the following ways:
 - i) four (4) work days of six and one half (6 1/2) hours each and one (1) work day of six (6) hours;
 - ii) four (4) work days of seven (7) hours each and one (1) work day of four (4) hours;
 - 2) four (4) work days per week of eight (8) hours each, distributed Monday through Friday inclusively.
 - 3) An employee may choose an option not found above. This option must be scheduled regularly between Monday and Friday inclusively.
- d) In individual cases where it is impossible to reduce the summer work week for an employee, the hours so lost by the employee are taken in time off at a time or times agreed to by the employee and the supervising librarian.
- e) For the purpose of applying the present collective agreement, each week thus reduced is considered to be a regular work week in conformity with clause 20.01 and one (1) hour worked during the summer period is considered to be an hour of work in a regular work week. However, when a week includes a statutory holiday provided for in this agreement, the total number of hours worked, and hours taken as holiday equal thirty-two (32).

Short-Term sick leave as provided in Article 38 as well as personal leave provided in Article 25 are calculated and applied in hours and/or quarter (1/4) hours. The application of social leaves are those provided in clause 20.07 e).

- f) As an exception, and solely for the purpose of the conversion of overtime as provided in clause 21.05, the duration of overtime work thus converted shall be equal to the duration of the regular reduced work week or the regular reduced work day.

g) Depending on the option chosen as per clause 20.05 c), the rest periods are:

- for c) 1) i) nine (9) rest periods of 20 minutes;
- c) 1) ii) nine (9) rest periods of 20 minutes;
- c) 2) four (4) rest periods of 25 minutes and four (4) rest periods of 20 minutes.

20.06

Particular Work Schedules

a) *General provisions*

The following working conditions apply to all employees working on a particular work schedule, as provided for in the present article, with the exception of part-time employees who normally work less than the regular work week provided for in Article 20, to whom clause 20.06 c) below applies.

- 1) The University determines particular work schedules according to the service requirements in each work sector.
 - 2) The University determines the positions to which particular work schedules apply, it being understood that particular work schedules must be kept to a minimum subject to service requirements.
 - 3) Any change in the particular work schedules in existence before the signature of the present agreement shall be made in accordance with the dispositions of this article.
 - 4) The duration of the regular work week for an employee on a particular work schedule is thirty-five (35) hours, subject to the provisions of clause 20.06 e) below.
- b) The distribution of particular work schedules is made as equitably as possible, on a rotation basis, among the employees who normally perform the work required.
- c) The University posts schedules and any changes at least five (5) working days before their effective date.

d) *Evening Work*

- 1) Subject to clause 20.06 a), no employee shall be required to work more than two (2) evenings per week, except employees hired to work evenings on a permanent basis.
- 2) Employees hired to work evenings on a permanent basis work a regular day, that is from 9:00 to 17:00 when the Library is open only between 9:00 and 17:00.
- 3) The University determines evening schedules, taking into account the following:
 - a) the seniority of the employee as applied within her/his sector;
 - b) the preference expressed by the employee to the extent that service requirements permit.

The schedules of employees who are called to work evenings are normally established at the beginning of each semester or at the time of hiring of a new employee, or on the occasion of the promotion or transfer of an employee within the sector.

e) **Work on a Saturday and/or Sunday**

Generally, an employee is entitled to two (2) consecutive days of rest per work week. However, employees working on particular work schedules may be required to work six (6) consecutive days. The provisions of Article 21 do not apply for regular work performed on the sixth (6th) day, provided an average of five (5) days of regular work per week is maintained.

- f) In the event of work on Saturday and/or Sunday, as provided for in clause 20.06 e), days off are taken, generally, during the seven (7) days preceding or the seven (7) days following the Saturday and/or Sunday worked. These days are taken from Monday to Friday inclusively.

The University determines the date(s) of such days off, taking into account:

- 1) the seniority of the employee applied within her/his work sector;
- 2) the preference expressed by the employee, to the extent that service requirements permit.

Subject to the preceding, an employee may convert into hours the days off that are due to her/him. The hours not taken off may not exceed fourteen (14).

- g) The hours of work may be modified if necessary after agreement between the parties.

However, the University may modify the existing hours of work or impose new ones if service needs dictate such changes. In such a case, a written notice shall be posted and a copy sent to the Union, at least thirty (30) days prior to the implementation of the change. No change may be implemented if the University has not followed this procedure.

Unless otherwise agreed to by the parties, such modifications must not result in split-shifts.

In the event of a disagreement, the Union may refer the case directly to arbitration by following the procedure outlined in Article 8. The time delays provided for in this article may be modified after agreement between the parties.

The mandate of the arbitrator consists of determining whether such changes were essential, the burden of proof of which rests with the University. If the arbitrator judges the changes are not essential, the University returns to the old schedule.

- h) Unless otherwise agreed to by the parties, employees who work a particular schedule are entitled to two (2) consecutive days off for each work week.

20.07

Alternative Work Schedules

- a) Except for employees who are subject to particular work schedules provided for in clause 20.06, the alternative work schedule will take one of the following formats

subject to the approval of the supervising librarian. Approval is not refused without valid reason.

- 1) five (5) days per week, of seven (7) hours each, worked from Monday to Friday inclusively, regularly scheduled between 8:00 and 18:00;
 - 2) four (4) days per week, of eight (8) hours and forty-five (45) minutes each, worked from Monday to Friday inclusively, regularly scheduled between 8:00 and 19:45;
 - 3) four (4) days per week, of eight (8) hours each and one (1) day of three (3) hours, worked from Monday to Friday inclusively, regularly scheduled between 8:00 and 19:00;
 - 4) four (4) days per week of seven hours and half (7 1/2) each and one (1) day of five (5) hours, worked from Monday to Friday inclusively, regularly scheduled between 8:00 and 19:00;
 - 5) three (3) days per week of nine (9) hours each and one (1) day of eight (8) hours, worked from Monday to Friday inclusively, regularly scheduled between 8:00 and 20:00;
 - 6) any of the above-mentioned options to be worked alternatively (in rotation);
 - 7) an employee may request an option other than those mentioned above providing that the days are worked from Monday to Friday, between 8:00 and 20:00.
- b) Every employee is entitled to two hundred (200) minutes of rest for every work week of thirty-five (35) hours, each rest period not exceeding twenty-five (25) minutes.
- c) With respect to the application of the alternative work schedule, individual schedules must be approved by the supervising librarian. Distribution by choice among the various options will be done as equitably as possible, taking into consideration:
- 1) The seniority of the employee as applied within her/his work sector;
 - 2) The preference expressed by the employee to the extent that the service requirements permit. In the event that several employees opt for the same choice, they will be accommodated on a rotating basis.

With the permission of the supervising librarian, an employee may change her/his option.

At the time of hire of a new employee, or on the occasion of the promotion or transfer of an employee, the employee's work schedule will be established with the supervising librarian according to the provisions of this article.

- d) The work schedule approved as per paragraph c) of the present clause is the normal work week of the employee unless it is modified according to the provisions of this article.
- e) For the purpose of applying clause 20.07 a), all provisions of the collective agreement apply subject to the following details:

Personal Leave

Personal leave as provided in clause 25.08 is calculated and applied in hours or quarter hours.

Social Leaves

When an employee uses a day of social leave, she/he is paid as if she/he were at work. However, if the employee was scheduled to work more than seven (7) hours, she/he must, after agreement with the supervising librarian concerned, make up the time owing.

Statutory Holidays

The application of clause 20.07 will be suspended during weeks which include statutory holidays provided in this agreement. Employees work a regular schedule according to clause 20.01.

Sick Leave

Short-term sick leave as provided in Article 38, is calculated and applied in hours or quarter hours.

Vacation

The application of clause 20.07 cannot either reduce or increase the number of vacation days the employee would be entitled to if she/he worked according to a schedule of five (5) working days.

Probationary and Trial Period

The application of clause 20.07 cannot increase the length of an employee's probationary or trial period.

- f) The implementation of alternative work schedules must take into account the service requirements of the Libraries as established by the University.
- g) Any task sharing which is a consequence of the application of alternative work schedules will not result in requests for position reclassification or additional remuneration.

ARTICLE 21 OVERTIME

- 21.01
- a) All work performed by an employee outside of her/his regular work day or regular work week as defined in Article 20, is considered as overtime if approved in advance by the supervising librarian who requires the work done with her/his knowledge and without objection from her/him.
 - b) All overtime is on a voluntary basis; however, if necessary, the University has the right to designate employees for overtime duties.

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

- c) No employee is required to perform more than twelve (12) consecutive hours of work.
- d) An employee who works overtime is paid at the applicable overtime rate; however, she/he is entitled to a minimum remuneration equivalent to thirty (30) minutes of her/his regular rate of pay.
- e) If the University cancels scheduled overtime the employee must be given two (2) hours' notice. Failing this, the employee is entitled to two (2) hours pay at her/his normal rate.

21.02 Overtime work is assigned as equitably as possible, on a rotating basis in the work sector involved, among the Employees who normally perform the duties for which overtime is required.

21.03 All overtime work shall be paid as follows:

- a) at one and one half times (150%) the hourly wage of the employee concerned for each hour of work performed outside her/his regular work day or her/his regular work week or performed on the first weekly day off other than a Sunday;
- b) at two times (200%) the hourly wage of the employee concerned for each hour of work performed on a holiday (in addition to the postponement of the holiday or to the payment of the holiday pay on a Sunday, or on the second weekly day off).

21.04 The payment of overtime wages earned during any given pay period is made at the same time as the regular pay for the following pay period. For annual vacations and at the time of the Christmas break, the payment specified above is delayed one additional pay period.

21.05 An employee may convert work performed as overtime into time off at the applicable overtime rate up to a maximum of seven (7) working days within any fiscal year. This maximum may be increased by agreement between the employee and the supervising librarian concerned.

The time at which these days shall be taken is determined by agreement between the employee and the supervising librarian concerned.

21.06 An employee working overtime on a weekly day of rest or on a holiday is entitled to the rest periods and the meal break provided in this agreement.

- 21.07
- a) An employee who works overtime for a period of two (2) hours or more after her/his regular work day is entitled to a thirty (30) minute meal break paid at the applicable overtime rate. However, if it is anticipated that the duration of overtime may be two (2) hours or more, the Employee is entitled to take her/his meal break before beginning her/his work.
 - b) For each three (3) hours of overtime worked, the employee is entitled to a twenty (20) minute rest period paid in accordance with the provisions of clause 21.03; this rest period may be taken during the second hour of overtime.

21.08 To determine the basis upon which an employee's overtime is calculated, the University divides the weekly salary of the employee concerned by the number of hours contained in a regular work week during the winter.

21.09 An employee working overtime, but not continuous with her/his regular work day or regular work week, is entitled to the established overtime rate for each consecutive hour thus worked. In such a case, she/he is entitled to a minimum remuneration equivalent to three (3) hours of work at her/his regular rate of pay. For the purposes of applying this article, the time allocated for a meal break provided in clause 21.07 a) does not constitute an interruption of the regular work day.

ARTICLE 22 CALL BACK TO WORK

22.01 An employee who, at the request of the supervising librarian concerned, returns to work outside her/his regular hours of work, is remunerated at the applicable overtime rate for each hour thus worked. For each recall she/he is entitled to a minimum remuneration equivalent to three (3) hours of work at the applicable overtime rate.

The provisions of this clause do not apply:

- if there is continuity between the period of overtime work and the end of the employee's regular work day;
- if there is continuity between the period of overtime work and the beginning of the employee's regular work day provided that the employee received at least twelve (12) hours advance notice.

For the purpose of the present article, the time period allocated for a meal in clause 21.07 a) does not constitute an interruption of the regular work day.

22.02 The provisions of Article 21 shall apply also to this article.

22.03 In the event of recall during an employee's annual vacation, any work carried out is remunerated at double time in addition to the salary received for the vacation period and a minimum of four (4) hours at the above-mentioned rate is guaranteed to the employee thus recalled.

ARTICLE 23 PREMIUMS

23.01 An employee for whom half or more of the regular hours or work fall between 15:00 and 8:00 is entitled to a premium of \$0.65 for each hour of actual work. An employee is not entitled to such a premium when she/he is being paid at the rate provided for overtime. This premium is not added to the basic rate in computing the remuneration for overtime performed. However, this paragraph does not apply to those who have chosen their schedule according to clauses 20.05 and 20.07.

The amount of the premium provided in this clause is increased to seventy cents (\$0.70) as of June 1, 2000.

23.02

a) **Work on a Saturday**

An employee who works on a Saturday as part of her/his regular work schedule is paid at her/his regular rate of pay increased by twenty-five percent (25%) for the regular hours worked between 0:00 and 24:00 on Saturday.

b) **Work on a Sunday**

An employee who works on a Sunday as part of her/his regular work schedule, is paid at her/his regular rate of pay increased by fifty per cent (50%) for the regular hours worked between 0:00 and 24:00 on a Sunday.

c) An employee is not entitled to such a premium when she/he is being paid at the overtime rate. This premium is not added to the regular rate of pay when calculating the remuneration for overtime.

23.03

An employee remaining on-call is notified in advance by her/his supervising librarian. She/he must be ready to be at work within the usual amount of time. An employee on-call after her/his regular work day or her/his regular work week shall receive a premium of ten dollars (\$10.00) for each eight (8) hour period during which she/he remains on-call.

An employee who goes in to work while she/he is on-call is paid in accordance with the provisions of Articles 21 (Overtime) and 22 (Call Back to Work) in addition to her/his on-call premium. The distribution of on-call time shall be done as equitably as possible in the work sector concerned, among the employees who normally perform the work required. Remaining on-call is voluntary; however, if there is an insufficient number of volunteers, the provisions of clause 21.01 b) apply.

ARTICLE 24 HOLIDAYS

24.01

a) During the University's fiscal year, the following days are recognized as paid holidays:

- June 24;
- July 1;
- first Monday in September;
- second Monday in October;
- December 24;
- December 25;
- December 26;
- December 31;
- January 1;
- January 2;
- Friday before Easter;
- Monday following Easter;
- Monday preceding May 25th.

The University agrees to recognize and observe two (2) floating holidays. These two (2) floating holidays are to be used as a bridge of time to accommodate the Christmas/New Year holiday period (exact dates to be posted by the University).

Employees are entitled to a postponement of the floating holiday(s), if said holiday(s) is/are not required to bridge the Christmas/New Year holiday period. In such a case, the alternate date(s) must be agreed to between the employee and her/his supervising librarian. Employees must take their floating holiday(s) before 31st May of each year.

b) The University agrees to recognize and observe as paid holidays all other days declared to be holidays by the governments.

24.02

a) If one of the holidays in clause 24.01 coincides either with an employee's annual vacation, or with one of her/his weekly days off other than Saturday or Sunday, the employee affected is entitled to a postponement of the holiday to a date agreed upon between her/him and her/his supervising librarian.

b) If one of the holidays mentioned in clause 24.01 coincides with a Saturday or with a Sunday, the holiday is moved to the preceding or to the following work day.

c) An employee working on one of the holidays provided for in clause 24.01 is entitled to a postponement of the holiday to a date, or if she/he wishes, several dates agreed upon between her/him and her/his supervising librarian.

24.03

Holiday Pay

a) Pay for each of the holidays provided in clause 24.01, when the day is not worked, is equivalent to the employee's regular daily rate of pay in effect at that time.

b) The provisions of the preceding paragraph do not apply if an employee is already being paid by virtue of one of the provisions of this agreement.

24.04

Pay for Work on a Holiday

An employee working on one of the holidays provided in clause 24.01 is paid at her/his regular rate of pay in effect at that time increased by one hundred percent (100%).

Furthermore, the employee is entitled either to the Holiday pay provided in clause 24.03 or to the postponement of the holiday as provided in clause 24.02 c).

24.05

Pay for Work on a Postponed Holiday

An employee working on a postponed holiday as provided for in clause 24.02 a), b) and c) is paid at the rate of one and one half times (150%) her/his regular salary. In addition to this remuneration, the employee is entitled, at the choice of the University, to either the Holiday pay provided for in clause 24.03, or another postponement of the holiday to a date agreed upon between the employee and the supervising librarian concerned.

24.06

Pay for the Christmas Period

- a) An employee who does not work during the period referred to in clause 24.01, continues to be paid at a rate equivalent to her/his regular daily rate of pay in effect at that time.
- b) An employee who works during the period referred to in clause 24.01, is paid as follows:
 - i) at her/his regular rate of pay increased by one hundred percent (100%) if she/he works on a holiday provided in clause 24.01.
 - ii) at her/his regular rate of pay increased by fifty percent (50%) if she/he worked on a day other than a holiday provided in clause 24.01.

In addition to the remuneration provided in sub-paragraphs i) and ii), an employee who works on a holiday is entitled to either the postponement of the holiday as provided in clause 24.02 or the holiday pay provided in clause 24.06 a).

24.07 Even though Easter Saturday and Easter Sunday are not statutory holidays, an employee who works on one (1) of these two (2) days by virtue of her/his regular work week has a right to her/his regular rate of pay increased by one hundred percent (100%).

24.08 The University shall respect religious holidays of recognized faiths not listed in article 24.01 a).

ARTICLE 25 SOCIAL LEAVES AND PERSONAL LEAVES

25.01 All employees are entitled to the following leaves without loss of pay in conformity with the provisions of the following clauses.

25.02 **In the event of the death:**

- a) **of a spouse, of a child, of the child of a spouse, of a father, of a mother, of a brother, of a sister:**

an employee is entitled to seven (7) consecutive calendar days;

- b) **of the father or mother of a spouse, of a father-in-law, of a mother- in-law:**

an employee is entitled to three (3) consecutive working days;

- c) **of the brother of a spouse, of the sister of a spouse, of a brother-in- law, of a sister-in-law:**

an employee is entitled to three (3) consecutive calendar days;

- d) **of the grand-parents, of the grandchildren:**

an employee is entitled to two (2) consecutive calendar days;

- e) **of a son-in-law, daughter-in-law, aunt, uncle, nephew, niece:**

an employee is entitled to one (1) working day;

- f) In the case of paragraphs a), b), c), d) and e), an employee may add to this period accumulated vacation, accumulated overtime by virtue of clause 21.05, and/or a leave without pay not exceeding fifteen (15) working days.
- g) if the funeral takes place more than one hundred and sixty (160) kilometres from the residence of an employee, she/he is entitled to one (1) extra working day.

25.03

In the event of the marriage:

a) **of the employee:**

she/he is entitled to five (5) working days, and she/he may add to this period her/his accumulated vacation entitlements or an equivalent leave without pay;

b) **of a son, of a daughter:**

an employee is entitled to one (1) working day;

c) **of the father, mother, grandparents, brother, sister, grandchildren:**

an employee is entitled to the day of the wedding.

25.04

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

25.05

- a) In the event that an employee is required for jury duty or to act as a witness in proceedings to which she/he is not a party, she/he shall not as a consequence suffer any loss of her/his regular pay during the time that she/he is required to act in such a capacity. However, the employee must turn over to the University the equivalent of the amount received for the performance of these duties. If this amount is greater than her/his regular salary the difference shall be returned to her/him by the University.
- b) The employee called to act as a witness in a case where the University is involved, continues to receive her/his regular pay and is paid overtime for all hours required of her/him as a witness outside her/his regular work day and work week as defined in Article 20.
- c) In the event an employee must appear before a civil, administrative or penal tribunal in a case in which she/he is party, she/he is entitled to a leave without pay, or accumulated vacation, or accumulated overtime as per clause 21.05 or personal leave as per clause 25.08

25.06

- a) When an employee finds it necessary to be absent for one of the reasons specified in this article, she/he must inform her/his supervising librarian of this as soon as possible, and on demand must present proof or confirmation of these events, except for personal leave as provided in clause 25.08.
- b) Such leaves are not granted if they coincide with other leaves or holidays provided in the present agreement.

25.07 Unless otherwise specified, the words "a day of leave" shall mean a full twenty- four (24) hour period.

25.08 All permanent full-time employees are entitled to three (3) days (or twenty-one (21) hours) of personal leave per year without loss of pay for personal reasons, by virtue of a notice to the supervising librarian at least twenty-four (24) hours in advance.

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

In cases of emergency requiring the presence of the employee, of which the burden of proof rests with the employee, notice thereof will be given to the supervising librarian as soon as possible.

These personal leaves do not accumulate from year to year (the year being calculated from June 1).

Probationary employees are entitled to the same leaves but without pay.

25.09 When an employee finds it impossible to come to work because of a snowstorm or any other severe weather conditions, she/he must notify her/his immediate supervisor as soon as possible. The University shall pay her/his full remuneration to a maximum of fourteen (14) hours per year.

Notwithstanding the first (1st) paragraph of clause 25.08, the employee may use her/his personal leave to return home after having notified her/his supervising librarian. Minimal service shall be maintained in accordance with the modalities provided in clause 13.19.

25.10 **Emergency Leave**

- a) It is the purpose of the present clause to allow the employee to take leave if her/his presence is required by an immediate family member or any person in permanent residence with the employee, without exceeding thirty-five (35) hours in one year.
- b) The employee who takes leave provided for in the present clause must notify her/his supervising librarian as soon as possible but no later than thirty (30) minutes following the start of the employee's regular work day, stating the duration and the reason for the absence. The employee fills out the absence form on her/his return to work.
- c) The hours of leave must be worked within a period agreed upon between the employee and the immediate supervisor, with the approval of the supervising librarian, specifying the work to be done as well as the duration.
- d) The University must notify the employee when the above-mentioned thirty-five (35) hours have been used.
- e) The hours worked provided for in the present clause shall not be considered to be overtime as defined in article 21.

ARTICLE 26 VACATION

26.01 All employees are entitled to paid vacation on the basis of their seniority, in accordance with vacation entitlements determined as of June 1 of each year.

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

- a) the employee with less than one (1) year of seniority on June 1 of the current year is entitled to one and two-thirds ($1 \frac{2}{3}$) days for each month worked in the University from her/his date of hire to a maximum of twenty (20) working days;
- b) the employee having one (1) year and less than ten (10) years of seniority on June 1 of the current year is entitled to twenty (20) paid working days as vacation;
- c) the employee having ten (10) years or more of seniority on June 1 of the current year is entitled to twenty-two (22) paid working days of vacation;
- d) the employee with twenty-one (21) and twenty-two (22) years of seniority at June 1st, 1988 is entitled to twenty-three (23) paid working days of vacation each year;
- e) the employee with twenty-three (23) and twenty-four (24) years of seniority at June 1st, 1988, is entitled to twenty-four (24) paid working days of vacation each year;
- f) the employee with twenty-five (25) or more years of seniority at June 1st, 1988, is entitled to twenty-five (25) paid working days of vacation each year.

26.03 For the purpose of calculating annual vacations, employees hired between the first and fifteenth day of the month inclusively, are considered as having one (1) complete month of service.

26.04 **Upon termination of employment:**

- a) The employee who has not taken her/his entire vacation entitlement during the fiscal year preceding June 1 receives an indemnity which is equal to the number of vacation days to which she/he was entitled.
- b) The employee is entitled, taking into account vacation days already taken, to a vacation indemnity equal to eight 8% of the wages earned between June 1st of the current year and her/his date of departure.
- c) The employee entitled to twenty-two (22) days of vacation, taking into account vacation days already taken, is entitled to a vacation indemnity equal to 8.8% of total wages earned between June 1 of the current year and her/his date of departure.
- d) The employee entitled to twenty-three (23) days of vacation, taking into account vacation already taken, is entitled to a vacation indemnity equal to 9.2% of total wages earned between June 1 of the current year and her/his date of departure.

- e) The employee entitled to twenty-four (24) days of vacation, taking into account vacation days already taken, is entitled to a vacation indemnity equal to 9.6% of total wages earned between June 1 of the current year and her/his date of departure.
- f) The employee entitled to twenty-five (25) days of vacation, taking into account vacation days already taken, is entitled to a vacation indemnity equal to 10% of total wages earned between June 1 of the current year and her/his date of departure.

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

Illness

An employee absent from work by virtue of the provisions of Article 38 accumulates vacation credits during the first six (6) consecutive months of absence.

Work Accident

An employee absent from work by virtue of the provisions of Article 32 accumulates vacation credits during the first twelve (12) consecutive months of absence.

Maternity and Adoption

An employee accumulates vacation credits during maternity and adoption leaves, as such.

Lay-Off

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

Leave without pay exceeding one (1) month

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

26.06 Before her/his departure for vacation, an employee receives for the vacation period to which she/he is entitled, a remuneration equivalent to her/his regular rate of pay in effect at the time she/he takes her/his vacation.

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

An employee receives prior to her/his departure on vacation the remuneration to which she/he is entitled, by separate cheque, provided she/he so requests at least ten (10) working days prior to her/his departure on vacation.

26.07 In the event of the death of an employee, the University shall give their accumulated vacation pay to the beneficiaries or legal heirs.

26.08 a) An employee unable to take her/his annual vacation at the scheduled time due to illness, accident or occupational injury occurring before the beginning of her/his vacation period may defer her/his annual vacation to a later date. However, she/he

must notify her/his supervising librarian as soon as possible prior to the date set for the beginning of her/his vacation period. Upon her/his return to work, the employee must work out a new vacation period with her/his supervising librarian.

- b) An employee hospitalized as a result of illness or an accident which occurs during her/his vacation, may, after agreement with her/his supervising librarian defer the balance of her/his annual vacation either to the end of her/his disability or to a later date agreed upon with her/his supervising librarian.
- c) An employee who, on June 1 of a given year, is disabled for a period less than twelve (12) months and who has not taken all of her/his vacation entitlement from the previous year because of the disability, benefits from a deferment of the balance of her/his vacation entitlement, either to the end of the disability, or to another time after agreement with her/his supervising librarian.
- d) An employee who, on June 1 of a given year, has been disabled for twelve (12) months or more receives a vacation indemnity equal to the number of days vacation to which she/he is entitled.

26.09 The period that falls between June 1 and September 15 is considered as the normal period for scheduling vacation.

After agreement with her/his supervising librarian, an employee may take her/his accumulated vacation entitlement in advance before June 1st.

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

26.11 Except with the permission of the Director of Libraries, the annual vacation entitlements must be taken during the fiscal year in which they are due.

26.12 After agreement with the University as to the dates an employee is entitled to prolong her/his vacation with a leave without pay provided that the service requirements of the sector are respected.

However, the total duration of the annual vacation taken (consecutively or not) and of the extension may not exceed six (6) weeks within any one fiscal year.

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

- _ the seniority of the employee applied within her/his sector;
- _ the preference expressed by the employee;
- _ service requirements.

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

26.14 An employee must take, if she/he is so entitled, at least ten (10) vacation days during the current year. The employee may defer the vacation days over and above ten (10) days from one year to the next and this for two (2) consecutive years. In the third year the employee must take all the vacation days to which she/he is entitled.

ARTICLE 27 PARENTAL LEAVE

Section 1: General Provisions

27.01 The maternity leave benefits provided for in Section II are only paid as supplements to the employment insurance benefits or, in the cases stipulated thereafter, as payments during a period of unemployment caused by a pregnancy for which employment insurance does not provide anything.

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

27.03 The University does not reimburse the employee for the amounts that the Canada Employment and Immigration Commission (C.E.I.C.) could require her to repay under the Employment Insurance Act, when the employee's salary exceeds the insurable maximum by one and one half (1 1/2) times.

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

Section II: Maternity Leave

- 27.05
- a) A pregnant employee is entitled to a maternity leave of twenty (20) weeks' duration, which subject to clause 27.07 must be consecutive.
 - b) An employee who becomes pregnant while benefiting from a leave of absence or a part-time leave of absence provided in this article is also entitled to maternity leave and the indemnities provided in clauses 27.09 and 27.10, whichever is the case.
 - c) An employee who gives birth to a stillborn child after the beginning of the twentieth (20th) week preceding the due date is also entitled to such maternity leave.
 - d) An employee whose spouse dies receives the balance of her twenty (20) weeks of maternity leave, and benefits from any rights and benefits pertaining to such leave.

27.06 The distribution of the maternity leave before and after the birth is at the employee's discretion and includes the date of delivery.

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

An employee whose child is hospitalized within fifteen (15) days of her/his birth also has this right.

The leave may only be interrupted once. The rest of the leave is taken when the child goes home.

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

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

27.09 **Cases Eligible for Employment Insurance**

The Employee who has accumulated twenty (20) weeks of service and who, following the submission of the request for employment insurance benefits is declared eligible, is entitled, during her maternity leave, to receive, subject to clause 27.12:

- a) For each week of the waiting period stipulated by the unemployment plan compensation equal to 93% of her regular weekly salary.
- b) For each week she is receiving or could receive employment insurance benefits, a complementary compensation equal to the difference between 93% of her regular weekly salary and the amount of the employment insurance benefit received. This complementary compensation is calculated on the basis of the employment insurance benefits that an employee is entitled to receive without taking into account the amounts deducted from such benefits because of the reimbursement of benefits, interest, penalties and other amounts recoverable under the employment insurance plan.

Moreover, if the C.E.I.C. reduces the number of weeks of employment insurance benefits to which the employee would otherwise have been entitled if she had not availed herself of the employment insurance benefits before her maternity leave, the employee continues to receive, for a period equivalent to the weeks deducted by the C.E.I.C., the complementary compensation provided in the first sub-paragraph of paragraph b) as if she had, during this period, availed herself of the employment insurance benefits.

- c) For each of the weeks that follow those described in paragraph b), a compensation equal to 93% of her regular weekly salary, and this, up to the twentieth (20th) week of the maternity leave.
- d) When the employee resumes the maternity leave interrupted by virtue of clause 27.07, the University pays the employee the compensation to which she would have been entitled had she not availed herself of such interruption.
- e) The University may not offset, by the compensation that it pays to the employee on maternity leave, the reduction in the employment insurance benefits resulting from the salary earned in the employ of another university.

Notwithstanding the provisions of the preceding sub-paragraph, the University provides this compensation if the employee proves that the salary earned from

another university is a regular salary, by means of a letter to this effect from the other university who pays it. If the employee proves that only a portion of this salary is regular, the compensation is limited to this portion.

The other university who pays the regular salary as mentioned in the preceding subparagraph must, at the employee's request, produce such a letter.

The total amount received by the employee during her maternity leave, in employment insurance benefits, compensation and salary may not, however, exceed 93% of the basic regular weekly salary paid by the University, and other universities, as the case may be.

27.10

Cases not Eligible for Employment Insurance

Any employee who is excluded from employment insurance benefits or who is declared ineligible is also excluded from any other compensation. However:

- a) The full-time employee who has accumulated twenty (20) weeks of service is entitled, for ten (10) weeks, to compensation equal to 93% of her regular weekly salary if she is not eligible for employment insurance for the following reason:

She did not hold an insurable job for at least twenty (20) weeks during the period of reference provided for in the employment insurance plan.

- b) The part-time employee who has accumulated twenty (20) weeks of service is entitled, for ten (10) weeks, to compensation equal to 95% of her regular weekly salary if she is not entitled to employment insurance benefits for one of the following two reasons:

- 1) she did not contribute to the employment insurance plan;

or

- 2) she did contribute but did not hold an insurable job for at least twenty (20) weeks during her period of reference.

If the part-time employee is exempt from contributing her part of the pension plan and the employment insurance plan, the percentage of compensation is fixed at 93%.

27.11

Cases provided for in clauses 27.09 and 27.10

- a) No compensation may be paid during the vacation period for which an employee is paid.
- b) The compensation due for the first two (2) weeks is paid by the University in the two (2) weeks following the beginning of the leave; the compensation due after this date is paid at two (2) week intervals. In the case of the employee who is eligible for employment insurance benefits, the first instalment need only be paid fifteen (15) days after the University receives proof that she is receiving employment insurance benefits. For purposes of this paragraph, a statement of benefits, a stub or information provided by the C.E.I.C. to the University by means of an automated statement are considered as proof.

- c) Service is calculated on the basis of employment in the university, public and parapublic sectors, (Public Service, Education, Social Affairs) as well as the following organizations:

Agence métropolitaine de transport
Bureau d'accréditation des pêcheurs et des aides-pêcheurs du Québec
Caisse de dépôt et placement du Québec
Centres d'aide juridique
Commission de la capitale nationale
Commission de la construction du Québec
Commission de développement de la métropole
Commission de reconnaissance des associations d'artistes et des associations de producteurs
Commission des droits de la personne et des droits de la jeunesse
Commission des services juridiques
Commission des valeurs mobilières du Québec
Conseil des arts et des lettres du Québec
Conseil des services essentiels
Corporation d'hébergement du Québec
Corporation d'urgence-santé de la région de Montréal Métropolitain
Financement-Québec
Fondation de la faune du Québec
Fonds de la recherche en santé du Québec
Fonds d'indemnisation du courtage immobilier
Fonds pour la formation de chercheurs et l'aide à la recherche
Grande bibliothèque du Québec
Héma-Québec
Institut de police du Québec
Institut national de la santé publique
Investissement Québec
Musée d'art contemporain de Montréal
Musée de la civilisation
Musée du Québec
Office de la Sécurité du revenu des chasseurs et piégeurs cris
Protecteur du citoyen
Régie de l'énergie
Régie des installations olympiques
Société de développement de la zone de commerce international de Montréal à Mirabel
Société de développement des entreprises culturelles
Société de la Place des Arts de Montréal
Société de télédiffusion du Québec (Télé-Québec)
Société des alcools du Québec
Société des établissements de plein air du Québec
Société des loteries du Québec
Société du Centre des congrès de Québec
Société du Grand théâtre de Québec
Société du Palais des congrès de Montréal
Société du parc industriel et portuaire de Bécancour
Société immobilière du Québec
Société Innovatech de Régions Ressources
Société Innovatech du Grand Montréal
Société Innovatech du Québec et Chaudières Appalaches
Société Innovatech du sud du Québec
Société québécoise d'assainissement des eaux
Société québécoise d'information juridique

Société québécoise de récupération et de recyclage

Moreover, the twenty (20) week requirement stipulated in clauses 27.09 and 27.10 is considered satisfied when the employee has worked twenty (20) weeks at one or the other of the universities in Quebec.

- d) The regular weekly salary of the permanent part-time employee is the regular weekly salary averaged over the last twenty (20) weeks preceding her maternity leave. If, during this period, the employee received benefits fixed at a certain percentage of her regular salary, it is understood that for the purpose of calculating her regular salary during her maternity leave, reference is made to the regular salary on which the above-mentioned benefits were established.

If during this twenty (20) week period the salary scales are adjusted, the adjusted amount will be considered as the regular weekly salary. If, however, the maternity leave includes the date at which the salary scales are adjusted, the regular weekly salary of the employee is calculated, as of this date, according to the salary scale adjustment which applies.

Moreover, any period in which the employee on special leave as provided for in clause 27.18 does not receive any compensation from the CSST (Health and Safety Commission) is exempt for the purposes of calculating the employee's weekly base salary.

27.12 The maternity leave allowance (this pertains to the allowance currently set at three hundred and sixty (\$360) dollars) paid by the Centre de Main-d'Oeuvre du Québec is deducted from the benefits to be paid under clause 27.09.

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

27.13 a) During the maternity leave and the extension provided in clause 27.14, the employee, insofar as she is normally entitled to them, benefits from the following:

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

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

27.14 If the birth occurs after the due date, the employee is entitled to extend her maternity leave for the length of time the birth is overdue, unless she has at least two (2) weeks of maternity leave left after the birth.

Furthermore, the employee may extend her maternity leave by six (6) weeks if her child's health requires that she do so.

During these extensions, the employee does not receive either compensation or salary.

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

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

The employee to whom the University has sent such a notice must report to work upon the termination of the maternity leave unless such leave is extended as provided for in clause 27.25.

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

27.17 Upon her return to work, the employee returns to her position or to a position that was successfully obtained through a posting during her leave. In the event that her position has been abolished or she has been displaced following the application of Article 11 or 12, the employee may avail herself of all rights and privileges provided in the collective agreement at the moment of her return.

Section III: Special Leaves

27.18 **Provisional Assignment and Special Leave**

a) An employee may request a provisional assignment to another position with the same job title or a different one, subject to the provisions of clause 10.04 a), in the following cases:

- 1) she is pregnant and her working conditions expose her or her unborn child to infectious diseases or to physical dangers;
- 2) her working conditions involve dangers for the child whom she is breast-feeding.

The employee must present a medical certificate to this effect as soon as possible.

The employee so assigned retains the rights and privileges of her regular position.

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

During the special leave provided by the preceding paragraph, in regard to her indemnity, the employee is covered by the provisions of the health and safety law on preventative measures for the pregnant or breast-feeding employees.

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

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

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

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

b) Other Special Leaves

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

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

27.19 With regard to visits cited in clause 27.18 b), paragraph 3, the employee is entitled to paid special leave, up to a maximum of four (4) days. These leaves may be taken as half (1/2) days.

During the special leaves granted under this section, the employee receives the benefits provided in clause 27.13, insofar as she is normally entitled to them and also in Section II, clause 27.17. The employee covered by clause 27.18 B) may avail herself equally of the benefits from the sick leave plan or the salary insurance plan, whichever the case may be. In the case of a leave covered by paragraph 27.18 B) 3), the employee benefits from a leave during her working hours, without any loss of pay.

Section IV Other Parental Leaves

27.20 **Paternity Leave**

The employee whose spouse gives birth is entitled to a leave with pay for a maximum period of five (5) working days. This leave may be discontinuous and must be taken between the beginning of labour and the fifteenth (15th) day following the mother's or the child's return home. One of the above days, may be reserved for the Christening or for Civil Registration.

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

27.21

Leaves for Adoption and Leaves Without Pay in View of Adoption

- a) Subject to the employment insurance criteria of eligibility, the employee who legally adopts a child is entitled to a leave of a maximum duration of seventeen (17) weeks as long as her/his spouse is not also benefiting from it.

The leave begins when the child is actually in the employee's care and ends:

- i) seventeen (17) weeks after the week the child was placed in the employee's care;
 - ii) with the week, according to the employment insurance criteria of eligibility, during which it is no longer reasonable to remain at home;
 - iii) with the week immediately preceding the week that the payments are requested and payable as per the Employment insurance Act.
- b) During this leave, the employee receives the indemnity provided in clause 27.09 for a maximum period of fifteen (15) weeks, if she/he is eligible for employment insurance, or the indemnity provided in 27.10 if she/he is not eligible for employment insurance, for a period of ten (10) weeks.
- c) In the cases cited in the preceding paragraph, the provisions related to maternity leave provided in clauses 27.11 and 27.13 apply.

27.22

- a) The employee who legally adopts a child and who does not benefit from a leave for adoption provided in clause 27.21 is entitled to a leave of a maximum of two (2) working days.
- b) The leave can be discontinuous but cannot be taken after fifteen (15) days following the arrival of the child at home. An employee is only allowed a leave of two (2) days when the adoption concerns the child of her/his spouse.

27.23

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

The employee who goes outside of Quebec to adopt, is entitled to, upon written request to the University if possible two (2) weeks in advance, a leave without pay for the time necessary for such travel. If this results in the taking charge of the child, the maximum

duration of the leave without pay is fifteen (15) weeks in accordance with the preceding paragraph.

27.24 During a leave without pay in view of adoption provided in the preceding clause, the employee benefits from the same advantages that apply to a leave without pay provided in this article.

When the adoption leave takes place on the date of the beginning of the leave without pay, the employee benefits exclusively from the advantages provided in the adoption leave.

27.25 **Leaves Without Pay and Partial Leaves Without Pay**

- a) A leave without pay or a partial leave without pay of a maximum duration of two (2) years is granted to an employee to extend her maternity leave, his paternity leave, or to one or the other to extend their adoption leave.
- b) The employee who wishes to avail herself/himself of a leave provided in the preceding paragraph, must advise the University fifteen (15) days in advance. During this maximum two (2) year period, the employee may, upon written request at least thirty (30) days in advance, change one (1) time her/his leave without pay into a partial leave or vice versa, whichever the case.
- c) The employee who does not avail herself/himself of a leave provided for in the preceding paragraphs may benefit, after the birth or adoption of his/her child, from a leave without pay of at most thirty-four (34) continuous weeks, starting at the moment which the employee decides, but not later than one (1) year after the birth, or in the case of an adoption, one (1) year after the child is placed in the employee's care. However the present paragraph does not apply to the employee who adopts his/her spouse's child.

- 27.26
- a) During the leave without pay, the employee continues to accumulate her/his seniority, retains her experience and may continue to participate in any benefit plans she/he is entitled to by so asking at the beginning of her/his leave and by paying the entire cost of the premiums.
 - b) During the partial leave without pay, the employee accumulates her/his seniority, and while at work is governed by the rules which apply to the part-time employee.
 - c) During this leave without pay, be it full time or part-time, the employee accumulates his/her experience as used to determine his/her salary, up to a maximum of the thirty-four (34) first weeks of his/her leave.

27.27 The employee may take her/his deferred annual vacation immediately prior to her/his leave without pay or partial leave without pay provided there is no interruption with her maternity leave, his paternity leave, or adoption leave, whichever the case.

For the purpose of applying the present paragraph, all holidays or floating holidays accumulated according to Article 24 before the beginning of a maternity, paternity or adoption leave, are added to the deferred annual vacation. At the end of the full time or partial leave, the employee is integrated into her/his position. In the event that her/his

position has been abolished, the employee is entitled to the advantages she/he would have benefited from had she/he been at work.

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

27.28 **Miscellaneous Provisions**

The leaves of absence provided in clauses 27.21, 27.22 and 27.25 are granted following a written request submitted at least two (2) weeks in advance. This request must indicate the expected date of return.

In the case of a partial leave without pay, the request must indicate the arrangement of such leave, on the position held by the employee.

In the case of disagreement with the University as to the number of days, the employee has the right to a maximum of two and one half (2 1/2) days per week, or its equivalent, and this for a maximum of two (2) years.

Failing agreement on the distribution of these days, the University determines the schedule.

27.29 The University must send to the employee during the fourth (4th) week preceding the expiration of the adoption leave provided in clause 27.21, a notice indicating the date of expiration of the said leave.

The employee to whom the University has sent a notice described above must present herself/himself at work upon expiration of the said adoption leave, providing that the said leave has not been prolonged in the manner provided in clause 27.27.

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

27.30 The employee to whom the University has sent a four week advance notice indicating the termination date of a leave without pay or a partial leave without pay must inform the University, at least two (2) weeks prior to the termination of the said leave of her/his return to work. Failing this, she/he is considered as having resigned.

The employee who wishes to end her/his leave without pay or her/his partial leave without pay before the anticipated date must give a written notice of her/his intentions at least thirty (30) days prior to her/his return to work.

27.31 The employee who takes a leave for adoption provided in clause 27.21 of this section receives the benefits stipulated in clause 27.13, insofar as she/he is normally entitled to them, and in clause 27.17 of Section II.

27.32 The University agrees to guarantee, that as of the date this agreement goes into effect, the employee may receive during her maternity leave or her/his adoption leave, the benefits or part of the benefits paid by the University as per Section II independent of modifications to the criteria for eligibility of employment insurance benefits which could surface after the signing of this agreement but subject to the whole thing being admissible to supplementary unemployment benefits.

Furthermore, the parties will meet to discuss those matters which are problematic in one or another of the following situations:

- 1) if the C.E.I.C. were to make additional demands before giving final written authorization which would allow the plan to be registered as supplementary unemployment benefits;
- 2) if consequently the C.E.I.C. were to modify its requirements during the life of the agreement.

It is understood that such discussions would not constitute a re-opening of the collective agreement.

ARTICLE 28 LEAVE WITHOUT PAY

28.01 In cases not provided for in this agreement, an employee with one year of service who, for a valid reason, wishes to obtain a leave without pay, must make a written request to the supervising librarian. The University shall not refuse such a leave without valid reason.

A written request for a leave without pay should be forwarded to the supervising librarian no later than two (2) months before the beginning of the leave without pay.

28.02 The duration of a leave without pay generally does not exceed twelve (12) months.

28.03 If an employee uses a leave without pay for purposes other than those for which it was granted or if she/he fails to return to work at the end of said leave without having received authorization to prolong this leave or except in the case of an emergency situation, she/he is considered as having resigned retroactive to the date of the beginning of the leave.

28.04 After agreement between the parties an employee may put an end to the leave without pay before the anticipated date of return.

28.05 Upon her/his return, the University reintegrates the employee with all of her/his rights into the position she/he occupied at the beginning of the leave, or into an equivalent position if her/his position has been posted or abolished. However, positions left open as a result of leaves without pay for a period not exceeding twelve (12) months are not considered vacant positions.

28.06 Unless there is an agreement or provision to the contrary, an employee on leave without pay does not benefit from the advantages provided in the present Agreement. She/he

continues to benefit from the pension and insurance plans should these plans so permit, on condition that she/he pays the entire cost.

- 28.07 Notwithstanding clauses 28.01 and 28.03, after five (5) years of continuous service, an employee may obtain, upon demand, and this once for each five (5) year period, a leave without pay for a duration not exceeding twelve (12) consecutive months. In such a case, the employee must give an advance notice of at least thirty (30) days to the supervising librarian.
- 28.08
- a) The leaves without pay provided in clauses 28.01 and 28.07 can be part-time and this according to the same conditions. In this case, the employee's working conditions and/or benefits will be applied on a pro-rated basis to the number of paid hours with the exception of seniority which is accumulated as if the employee were at work full-time, and with the exception, as well, for insurance and pension plans where the clause 28.06 applies subject to the part assumed by the University.
 - b) The University and the employee agree on the arrangement of the partial leave. Should there be a disagreement as to the number of days of leave per week the employee is entitled to a maximum of two-and-a-half (2 1/2) days per week. Should there be a disagreement as to the distribution, the University determines the distribution.
 - c) The permanent part-time employee is not entitled to a part-time leave without pay.

ARTICLE 29 PUBLIC SERVICE ABSENCES

- 29.01 Any permanent employee standing for election to a municipal council, a school board, a hospital board, or a local centre for community services (CLSC), is entitled to a leave without pay not exceeding thirty-five (35) working days. The employee may take her/his accumulated vacation entitlement within these thirty-five (35) days.
- 29.02 Any permanent employee who is a candidate in a municipal, provincial or federal election is subject to election laws.
- 29.03 Any permanent employee elected in a municipal election (full-time mandate), provincial or federal election is granted a leave without pay for the duration of her/his first term of office. The University agrees to reintegrate the employee upon her/his return to work into a position equivalent to the one she/he held before her/his leave.
- 29.04 An employee who wishes to participate in the organization of an electoral campaign may, after agreement with the University, use her/his accumulated vacation entitlement or a leave without pay.
- 29.05 An employee elected to a school board, a municipal council, a hospital board, or a local centre for community services (CLSC) is entitled to a leave without pay for meetings or official activities of her/his function.

In such cases a written request containing the employee's name, the nature of the absence, and the probable duration of the absence must be given to the Administrative Services Office, as a general rule at least two (2) working days prior to the date of the beginning of the leave.

29.06 Upon her/his return, the University reintegrates the employee into the position she/he held at the time of her/his departure, or into an equivalent position if her/his position has been abolished or posted. However, positions left open as a result of public service absence for a period not exceeding six (6) months are not considered vacant positions.

ARTICLE 30 UNIVERSITY CLOSINGS

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

ARTICLE 31 WAIVER OF TUITION

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

31.02 The expression "courses given by the University" refers to all credit courses included in the regular curriculum.

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

- a) a spouse as defined in Article 3;
- b) the child/children, that is to say any child of the employee, of her/his spouse, or of both, and who is financially dependent on the employee.

31.04 The following persons are also entitled to a tuition waiver:

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

31.05 Except as provided in clause 31.04, the tuition waiver applies to the employee and her/his dependents only for the duration of her/his permanent employment at the University. This right ceases at the moment the employee terminates her/his employment in the University, and in such an event the employee becomes responsible as of that date for a pro-rated amount of the tuition fees that had been waived.

When an employee is laid off, the waiver of tuition remains in effect for those courses where the tuition has already been waived.

Employees who at the time of hiring are registered for a course or courses given by the University will receive an exemption from the tuition fees pro-rated to the date of hire.

31.06 The waiver applicable to those covered includes the whole of the tuition fees. However, the waiver does not include the following costs:

1. laboratory or problem period charges;
2. course change fees;
3. application fees;
4. student services;
5. student association fees;
6. deferred payment charges or withdrawal fees.

All other charges of a similar nature are also excluded from the waiver.

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

Tuition waiver for an employee is not normally applicable to non-credit courses offered by Continuing Education. However, an employee may be admitted to such courses without paying a fee if the Director of Libraries certifies that this will assist her/him in carrying out her/his duties in the libraries and if it does not pre-empt a place that would otherwise be filled by a fee paying student.

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

Nothing that may be put into effect by virtue of the present clause may be interpreted or applied in such a way that the right to tuition waiver as provided for in this article for employees and their dependants may be eliminated, restricted, or impinged upon.

31.09 a) An employee who works evenings and who wishes to register for courses must discuss the matter beforehand with the supervising librarian concerned.

b) Immediately following registration the employee must inform the supervising librarian concerned of her/his class schedule.

c) Upon completion of the registration process, if there is a conflict between the hours of classes and the employee's work schedule, adjustments will be made to work schedules according to seniority.

31.10

a) The University recognizes that a knowledge of French and English is desirable and agrees to assist employees in receiving adequate instruction.

b) An employee who wishes to take French or English language credit courses offered by the University during regular working hours may do so without loss of pay, provided that a request is made in advance to her/his supervising librarian. The granting of such a request will not be unreasonably withheld, taking into account:

- service needs;
- position requirements;
- the employee's seniority applied within her/his sector and this on a rotating basis.

c) Every year the University will organize French Language courses during regular working hours, without loss of pay, subject to the condition that the Union provides the names of at least twenty-five (25) employee participants.

d) The University agrees that any general policy related to French or English language courses offered by the University which provide superior advantages and benefits to those included herein, shall also apply to the employees.

e) Any employee who wishes to have a leave without pay in order to follow a French immersion course given by the University, or some other institution, must make a request in writing to her/his supervising librarian to be forwarded to the Director of Libraries.

The provisions of Article 28 apply to an employee on leave by virtue of this clause.

ARTICLE 32 OCCUPATIONAL INJURIES

32.01

An employee suffering an occupational injury must report the injury to her/his supervising librarian or to the Health Centre as soon as possible after the accident, and before leaving the premises, if she/he is capable of so doing, or otherwise in conformity with the provisions of the law.

32.02

When an employee is absent from work as a result of an occupational injury as defined by law, the University will pay the employee her/his regular weekly salary for a period of not more than fifty-two (52) weeks. The employee turns over to the University compensation received from the Commission de la Santé et de la Sécurité du Travail. The terms of this paragraph will remain in effect until the Commission de la Santé et de la Sécurité du Travail establishes that: either the employee is able to return to work or that the employee is suffering from a permanent disability, partial or total, preventing her/him from returning to work.

When doubt exists as to whether the disability is the result of an occupational injury, the decision of the Commission de la Santé et de la Sécurité de Travail shall be binding on the parties.

If the date of a salary increase occurs during the fifty-two (52) week period provided in this clause, the employee will benefit equally from the salary increase to which she/he is entitled.

- 32.03
- a) The employee who remains incapable of performing her/his duties as a result of an occupational injury and who becomes capable of carrying out suitable employment has the right to occupy the first suitable position that becomes available.
 - b) If there is no such position available the parties shall meet to discuss a recycling program, for the employee concerned, in accordance with the law.
 - c) The employee who has been reintegrated into her/his position or an equivalent position is entitled to receive salary and advantages at the same rate and conditions from which she/he would have benefited if she/he had continued to carry out her/his duties during the time of her/his absence.

The employee who occupies a suitable position is entitled to receive the salary and advantages tied to this position taking into account seniority and the continuous service she/he has accumulated.

- 32.04
- Upon her/his return to work, the University reintegrates the employee into the position she/he occupied at the moment of her/his departure, or if her/his position has been abolished or posted, into an equivalent position. However, positions left open as the result of an occupational injury for a period not exceeding twenty-four (24) months are not considered vacant positions.

- 32.05
- When an employee who suffered an occupational injury returns to work, the University pays her/his net salary for each day or part of a day when the employee must be absent from work in order to receive care or undergo a medical exam related to her/his injury or to fulfill an activity within the framework of an individualized rehabilitation program.

- 32.06
- As for the rest, the parties are subject to the provisions of the Law on Work Accidents and Occupational Injuries.

ARTICLE 33 TECHNOLOGICAL CHANGE

The parties understand by technological change, major changes affecting staffing, or major changes to the administrative structures or major changes brought to the organization of work by the introduction of new techniques or work procedures or new machinery replacing that which was already in place affecting the working conditions in the sense of the present article.

- a) The University will give a written notice to the Union of its intention to introduce technological change, at least three (3) months prior to the expected date of such a change.

- b) 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 appropriate, 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 who are affected.
- c) At the latest ten (10) working days following the receipt of the notice by the Union, the University agrees to submit its projects to the Labour Relations Committee for discussion (over and above the usual discussions with the staff).
- d) The University agrees to offer to employees having employment security, affected by technological change, the necessary training, at the University's expense, to allow them to fulfill their new duties, during work hours and without any loss of rights or advantages.

ARTICLE 34 NON-DISCRIMINATION

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

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

34.03 Discrimination

A preference or an unjust distinction based on one or more of the reasons mentioned in clause 34.01, constitutes discrimination in the sense of the present article.

ARTICLE 35 HARASSMENT AND SEXUAL HARASSMENT

35.01 Harassment means any unilateral and unwanted behaviour that exerts undue pressure upon a person with the intent or effect of either ridiculing her/him, or humiliating her/him,

or showing disrespect towards her/him, and that compromises her/his right to fair and reasonable work conditions and her/his right to dignity.

- 35.02 Harassment also includes the abuse of authority or the improper use of power which may undermine an employee's job performance. It may include such acts as intimidation, threats, blackmail, or coercion.
- 35.03 Sexual harassment means any unilateral and unwanted behaviour with sexual overtones that exerts undue pressure upon a person with the intent or effect of either obtaining sexual favours or ridiculing her/his sexual characteristics, and that compromises her/his right to fair and reasonable work conditions, and her/his right to dignity.
- 35.04 The Union and the University recognize that every employee is entitled to work in a climate that is free from harassment and sexual harassment.
- 35.05 The University shall take action to ensure that harassment or sexual harassment does not occur.
- 35.06 This article does not restrict the authority of those charged with supervisory responsibilities.

ARTICLE 36 RETROACTIVITY

- 36.01 The retroactive pay resulting from the application of the present article is payable to employees in the employ of the University at the time of signature of the collective agreement.

These amounts are determined, taking into account the changes which have taken place since June 1, 1996 (promotions, demotions) pro-rated for the number of hours paid between June 1, 1996 and the date of signature of the collective agreement as well as advances within the scale since June 1, 1996.

Payment of the amount due is made within sixty (60) working days of the signature of the present agreement.

- 36.02 a) For purposes of the present clause, the term "hours paid" means:
- 1) hours paid by the University during an absence from work because of illness;
 - 2) hours paid at the regular rate;
 - 3) overtime hours worked and remuneration at regular time plus fifty percent (50%);

- 4) overtime hours worked and remuneration at regular time plus one hundred percent (100%).

ARTICLE 37 CLASSIFICATION AND WAGES

- 37.01 Pay cheques are given to employees on Thursday every two weeks. However, should the pay day fall on a holiday, pay cheques will be distributed no later than the preceding work day.
- 37.02 In the event of a permanent termination of employment, the University remits, at the time of departure, to the employee who has made the request at least six (6) working days in advance, all salaries and vacation indemnities due to her/him, as well as a statement indicating all amounts owing from all other fringe benefits.
- 37.03
- a) The parties agree that the classification plan and the salary scales in Appendix A and Appendix B of the present agreement, as well as the mechanisms provided in the present collective agreement, apply to all employees.
 - b) Modified salary scales must be posted within five (5) working days of their modification, and remain posted until the next modification.
- 37.04 When an employee is transferred from one position to another within the same classification, she/he shall suffer no loss in salary.
- 37.05 When an employee is promoted to a position in a higher classification, she/he receives, from the date of the promotion, subject to the provisions of clause 12.05 h) as the case may be, the more advantageous of:
- 1) the minimum of the higher classification;
 - 2) the step which provides an increase representing at least the difference between the first two (2) steps of her/his new classification; if the increase places the salary between two (2) steps, it is carried to the immediately higher step.
- 37.06 When an employee is transferred from a position in a higher classification to a lower classification, she/he receives, from the date of the transfer, subject to the provisions of clause 12.05 h), the step which results in a reduction representing the difference between the first two (2) steps of her/his new classification; if the reduction places the salary between two (2) steps, it is carried to the immediately lower step.
- 37.07
- a) An employee temporarily assigned to a position in a higher classification, shall receive, retroactive to the first day of the temporary assignment, the salary she/he would have received had she/he been promoted to this position.
 - b) The provisions in clause 36.06 apply to employees temporarily assigned to a position in a lower classification.

37.08 An employee assigned to a position in a lower classification as a result of the application of Article 32 shall not suffer any reduction of salary. However, if her/his salary is superior to the maximum of her/his new classification, it shall be reduced to the maximum of this classification after a delay of six (6) months.

37.09 a) The employee whose step advance is on each June 1, continues to receive a step advance on June 1 of each year.

b) The employee whose step advance is on the anniversary of employment continues to receive a step advance on her/his anniversary of employment each year.

c) The employee hired on or after November 30, 1989 receives a step advance on her/his anniversary of employment.

ARTICLE 38 GROUP INSURANCE AND PENSION PLAN

38.01 a) Employees covered by this collective agreement are entitled to participate in the University benefits program, in accordance with the terms contained therein.

b) Moreover, employees who choose or have chosen not to participate in the University benefits program which exists at the date of signature of the present Agreement, are entitled to participate in a salary insurance plan (long-term disability plan) at the University's expense. As of the signature of the present agreement, such plans shall provide the same benefits and advantages as those provided for by the benefits program on the date of signature of the present agreement and shall be subject to the same terms and conditions.

38.02 Permanent full-time employees covered by this agreement are entitled to participate in the University's Health Insurance Program in accordance with the terms contained therein.

ARTICLE 39 SICK LEAVE

39.01 Purpose

The purpose of the sick leave program is to compensate any employee who is not able to perform the normal duties of her/his job because of sickness, or accident other than an occupational injury, for the loss of earnings.

The cost of the program is defrayed entirely by the University.

39.02 Sick Leave Bank

- a) In the event of injury or illness of a short duration (i.e., five (5) days or less), an employee is entitled to a maximum of fifteen (15) days (or 105 hours) accumulated sick leave per year, (the year being calculated from June 1) paid at the equivalent rate she/he would have received had she/he remained at work. The annual entitlement of sick leave days is not cumulative from year to year.

Once the fifteen (15) days of sick leave are exhausted, additional days of sick leave are considered as leave without pay.

- b) The University may require an employee to sign an absence report, as appears in Appendix E, for each absence due to injury or illness, upon her/his return to work.
- c) The University may require an acceptable medical certificate from an employee for any absence caused by illness of four (4) working days or more.
- d) Notwithstanding the present clause, an employee may defer, from one year to the next, a maximum of five (5) days (or thirty-five (35) hours) of unused sick leave. However, the total number of short-term sick leave days may not exceed twenty (20) (or one hundred and forty (140) hours) in a year. The deferred days must be used for sick leave of a short duration.

39.03

Short-Term Sick Leave and Long-Term Disability

- a) In the case where an employee is sick for a period exceeding five (5) working days, she/he is covered by short-term sick leave, that is to say, she/he will not suffer any loss of pay for a period of four (4) months commencing with the first working day of the absence.

After four (4) months, the employee shall receive salary insurance benefits (long-term disability plan) as defined in Article 38.

Salary means the salary which the employee would have received had she/he been at work.

- b) Short-Term Sick Leave benefits are reinstated one (1) month following the return to active employment for a new incapacity, and three (3) months following the return to active employment for a recurring incapacity; otherwise they remain in effect.
- c) For any absence under short-term sick leave or long-term disability, the University reserves the right to require a medical certificate at any time during or at the end of this absence.

39.04

The payment of indemnities during sick leave provided in clauses 39.02 and 39.03, is made directly by the University.

39.05

- a) An employee shall inform her/his supervisor that she/he is ill as soon as possible, but no later than thirty (30) minutes after the beginning of her/his regular work day.
- b) If, because of the nature of the employee's illness or injuries, the supervisor cannot be advised, the employee suffers no prejudice.

39.06

Upon her/his return to work, the University reintegrates the employee into the position she/he occupied at the moment of her/his departure, or, if her/his position has been

abolished or posted, into an equivalent position. However, positions left open as the result of an absence provided in clauses 38.01, 39.02 and 39.03 for a period not exceeding twelve (12) months are not considered vacant positions.

ARTICLE 40 AMENDMENTS TO THE COLLECTIVE AGREEMENT

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

40.02 The University may grant privileges to one or more employees under exceptional circumstances. Such arrangements must not be construed as being acquired rights or amendments to the agreement, or as having a general application. Such arrangements must be subject to a prior written agreement between the Union and the University unless time constraints do not permit. However, in such cases, the University must inform the Union in writing as soon as possible of such arrangements. Nevertheless, the Union retains the right in such cases to confirm or reject the arrangements. In the latter case, the arrangements are discontinued.

ARTICLE 41 APPENDICES AND LETTERS OF AGREEMENT

41.01 All appendices and all letters of agreement form an integral part of the agreement.

ARTICLE 42 STRIKES AND LOCKOUTS

42.01 It is agreed that employees covered by this agreement shall not engage in any strike, sit-down, work stoppage, or any other concerted action designed to limit service or operations during the life of this agreement; the University will not engage in any lockout during the life of this agreement.

ARTICLE 43 TRAINING

43.01 All employees who wish to follow training sessions offered by the University, which are related to their duties, must make a request forwarded to the Director of Libraries. The University will not refuse without valid reason.

The employee who follows these sessions during regular work hours does not suffer any loss of pay.

ARTICLE 44 DURATION OF THE CONTRACT

- 44.01 The present collective agreement enters into and remains in effect from the signing of the agreement until November 30th, 2002. It has no retroactive effect except where expressly provided.
- 44.02 Notwithstanding clause 44.01, the present agreement remains in effect up until the signing of the new collective agreement in accordance with the respective rights of both parties as provided in the Labour Code.

IN WITNESS WHEREOF, the parties have signed in Montreal this 17th day of October 2000.

Concordia University

**Concordia University Library Employees' Union
(Webster Library) - CSN**

Dr. Frederick H. Lowy

Robert Black

Hon. Marcel Danis

Ciaran Hopkins

William Curran

George Brunetti

Lilian Rubinlicht

Ruth Harvey (CSN)

Gilles Bourgeois

Yves Proulx

APPENDIX A

Library Assistant A

Class Description:

under direct supervision, performs routine library tasks of limited complexity, following prescribed procedures and with minimum requirement for independent judgment.

Required qualifications:

1. Secondary school matriculation (high school graduation),
or
2. Relevant commercial or technical training or experience may be substituted, provided a minimum of Grade 10 (two years of high school) has been completed,
or
3. All qualifications judged equivalent by the University.

Positions titles such as:

- Stack Attendant
- Processor
- CMF Labeller
- Targetter

Library Assistant B

Class Description:

under supervision, performs library tasks of moderate complexity. Generally exercises independent judgment in the daily planning of work and in applying basic library techniques within established policies and regulations. Under the direction of an employee in a higher class or a supervising librarian, may instruct and supervise Library Assistants A and other library employees in specific tasks. Refers difficult problems and policy matters to the supervisor, who periodically reviews overall results to ensure conformity with prescribed procedures and maintenance of standards.

Required Qualifications:

1. High school diploma and one (1) year of library experience,

or

2. Relevant commercial or technical training, or skill, may be required for certain positions, or may be substituted for library experience, where appropriate,

or

3. A one (1) year diploma in library technology and some working experience,

or

4. Equivalent experience.

Position titles such as :

- Binding Clerk
- Circulation Clerk
- Clerk (Receiving & Mail)
- Reference Clerk
- Serials Clerk
- Cataloguing Clerk
- Clerk/Typist (Orders)
- Data Input Operator/Typist
- Mail Clerk
- Lending Clerk
- Senior Stack Attendant
- Catalogue Clerk
- Government Publications and Microforms Clerk
- Clerk - Administrative Services
- Clerk-Typist
- Clerk (Receiving & Claims)
- Clerk (Records & Standing Orders)
- Clerk/Typist (Gifts, Exchanges & Reports)
- Collection Refurbisher
- Accounts Clerk
- Media Center Clerk
- Clerk (Special Collections)
- Clerk (CMF Maintenance)

Library Assistant C

Class Description:

under general supervision is responsible for the performance and/or supervision of complex library tasks. Consults supervisor on difficult problems or new policies only. However, generally uses independent judgment and initiative in performing duties within assigned objectives.

Required qualifications:

1. Bachelor's degree,

or
2. Diploma in library technology, representing two (2) years of post-secondary training, and suitable library experience of six (6) months or more,

or
3. Diploma in library technology, representing one (1) year of post-secondary training, and two (2) years library experience,

or
4. Two (2) years of post-secondary education and two (2) years of library experience,

or
5. High school diploma and three (3) years of library experience, of which at least one (1) year may be required by the University to be in the same library; or Secondary school education equivalent to high school graduation, and fluency in language(s) suitable to the requirements of the library position,

or
6. Equivalent experience or education.

Position titles such as:

- Bibliographic Searching Assistant
- Cataloguing Assistant
- Serials Assistant
- Secretary I
- Processing Supervisor
- Government Publications and Microforms Assistant
- Personnel Assistant
- Standing Orders Assistant
- Circulation Master File Maintenance Assistant
- Authority Assistant
- Borrowing Assistant
- Assistant (Overdues)
- Assistant (Reserves)
- Reference/Selection Assistant

- Secretary - Assistant Director of Libraries: Administrative Services
- Accounts Assistant

Library Assistant D

Class Description:

under the direction of a department head or a librarian is responsible for planning, supervising and maintaining an effective flow of work and for initiating and arranging work methods and procedures relative to that work in a section of the Library. Is responsible for the training and performance of subordinate staff with frequent exercises of judgment, resourcefulness and tact in interpreting procedures and recommending new work methods. Individuals performing highly specialized tasks in a subject or language area or highly specialized library techniques may also be included in this class.

Required Qualifications:

1. Bachelor's Degree from a college or university and suitable library experience,
or
2. High school graduation and a minimum of four (4) years relevant library experience,
or
3. Diploma in Library technology representing two (2) years post-secondary training and a minimum of two (2) years library experience,
or
4. Diploma in library technology representing one (1) year of post-secondary training and three (3) years library experience,
or
5. Equivalent experience and/or education.

Position titles such as:

- Bibliographic Searching Supervisor
- Catalogue Maintenance Supervisor
- Circulation and Stacks Supervisor
- Government Publications and Microforms Supervisor
- Reference Supervisor
- Administrative Secretary to the Director of Libraries
- Serials Supervisor
- Stacks Supervisor
- Circulation Supervisor
- Ordering/Receiving Supervisor
- Interlibrary Loans Supervisor
- Media Center Supervisor
- Assistant (Orientation & Collection)

– Senior Assistant - Administrative Services

APPENDIX B Salaries

A) Period from June 1, 1996 to May 31, 1997

The rates and salary scales in effect on May 31, 1996 are increased effective June 1, 1996 by 1%.

B) Period from June 1, 1997 to May 31, 1998

The rates and salary scales in effect May 31, 1997 are increased effective June 1, 1997 by 1,5%.

C) Period from June 1, 1998 to May 31, 1999

The rates and salary scales in effect May 31, 1998 are increases effective June 1, 1998 by 1,7%.

D) Period from June 1, 1999 to May 31, 2000

The rates and salary scales in effect May 31, 1999 are increased effective June 1, 1999 by 1,7%.

E) Period from June 1, 2000 to May 31, 2001

The rates and salary scales in effect May 31, 2000 are increased effective June 1, 2000 by 1,9%.

F) Period from June 1, 2001 to May 31, 2002

The rates and salary scales in effect May 31, 2001 are increased effective June 1, 2001 by 1,9%.

Should the Quebec Government salary policy include percentage increases that are greater than those specified in Tables A to F of Appendix B, the Quebec Government policy shall be applied if there is a specific allocation of funds provided by the Government to the University for this purpose.

G) Employees beyond the rate or beyond the scale

The provisions of paragraphs A) to F) inclusive dealing with increase to rates and salary scale are not applicable to an employee who, May 31st preceding the increase, has a pay rate at the top of the scale for her/his classification. This employee benefits, however, from a guaranteed increase in her/his rate for which the percentage is the same as that applicable to the fixed rate of pay or to the maximum of the scale for her/his classification and this increase is paid as follows:

- i) entirely as a lump sum payment if the fixed rate of pay or the maximum of the scale for her/his classification does not exceed her/his rate of pay;

or

- ii) in part as an increase to her/his rate of pay and in part as a lump sum payment, if the increased fixed rate of pay or the increased maximum of the scale for her/his classification is greater than her/his rate of pay; in such cases, the employee's rate of pay is increased by a percentage required to bring it to the fixed rate of pay or the maximum of the scale for her/his classification; the difference between, on the one hand, the percentage increase applied at the same date to the fixed rate of pay or to the maximum of the scale and, on the other hand, the percentage increase applied to her/his rate of pay is paid to the employee as a lump sum.

The lump sums provided herein are calculated on the employee's rate of pay before increasing and they are divided and distributed each pay, prorated to the regular paid hours for the period in question.

SALARY SCALE

Class/ step	1996-06-01 1,00%	1997-06-01 1,50%	1998-06-01 1,70%	1999-06-01 1,70%	2000-06-01 1,90%	2001-06-01 1,90%
LAA - 1	\$11,91	\$12,09	\$12,30	\$12,51	\$12,75	\$12,99
LAA - 2	\$12,27	\$12,45	\$12,66	\$12,88	\$13,12	\$13,37
LAA - 3	\$12,64	\$12,83	\$13,05	\$13,27	\$13,52	\$13,78
LAA - 4	\$13,01	\$13,21	\$13,43	\$13,66	\$13,92	\$14,18
LAA - 5	\$13,38	\$13,58	\$13,81	\$14,04	\$14,31	\$14,58
LAA - 6	\$13,78	\$13,99	\$14,23	\$14,47	\$14,74	\$15,02
LAB - 1	\$12,73	\$12,92	\$13,14	\$13,36	\$13,61	\$13,87
LAB - 2	\$13,09	\$13,29	\$13,52	\$13,75	\$14,01	\$14,28
LAB - 3	\$13,46	\$13,66	\$13,89	\$14,13	\$14,40	\$14,67
LAB - 4	\$13,82	\$14,03	\$14,27	\$14,51	\$14,79	\$15,07
LAB - 5	\$14,19	\$14,40	\$14,64	\$14,89	\$15,17	\$15,46
LAB - 6	\$14,54	\$14,76	\$15,01	\$15,27	\$15,56	\$15,86
LAB - 7	\$14,92	\$15,14	\$15,40	\$15,66	\$15,96	\$16,26
LAC - 1	\$13,40	\$13,60	\$13,83	\$14,07	\$14,34	\$14,61
LAC - 2	\$13,80	\$14,01	\$14,25	\$14,49	\$14,77	\$15,05
LAC - 3	\$14,22	\$14,43	\$14,68	\$14,93	\$15,21	\$15,50
LAC - 4	\$14,56	\$14,78	\$15,03	\$15,29	\$15,58	\$15,88
LAC - 5	\$14,98	\$15,20	\$15,46	\$15,72	\$16,02	\$16,32
LAC - 6	\$15,36	\$15,59	\$15,86	\$16,13	\$16,44	\$16,75
LAC - 7	\$15,74	\$15,98	\$16,25	\$16,53	\$16,84	\$17,16
LAC - 8	\$16,14	\$16,38	\$16,66	\$16,94	\$17,26	\$17,59
LAC - 9	\$16,51	\$16,76	\$17,04	\$17,33	\$17,66	\$18,00
LAD - 1	\$15,02	\$15,25	\$15,51	\$15,77	\$16,07	\$16,38
LAD - 2	\$15,45	\$15,68	\$15,95	\$16,22	\$16,53	\$16,84
LAD - 3	\$15,91	\$16,15	\$16,42	\$16,70	\$17,02	\$17,34
LAD - 4	\$16,34	\$16,59	\$16,87	\$17,16	\$17,49	\$17,82
LAD - 5	\$16,84	\$17,09	\$17,38	\$17,68	\$18,02	\$18,36
LAD - 6	\$17,32	\$17,58	\$17,88	\$18,18	\$18,53	\$18,88
LAD - 7	\$17,78	\$18,05	\$18,36	\$18,67	\$19,02	\$19,38
LAD - 8	\$18,27	\$18,54	\$18,86	\$19,18	\$19,54	\$19,91

APPENDIX D
Certificate of accreditation

ACCREDITÉ "National Union of Sir George Williams University's Employees (CSN)":

POUR REPRÉSENTER:

"toutes et tous les salarié(e)s non-professionnel(le)s des bibliothèques, au sens du Code du travail"

DE:

UNIVERSITÉ CONCORDIA
(Campus Sir George Williams)
1455, boul. de Maisonneuve O.
Montréal (Québec)
H3G 1M8

ÉTABLISSEMENTS VISÉS:

Toutes les bibliothèques du Campus Sir George Williams (Université Concordia)

(Original signed by)

Guy BEAUDRY
Commissaire du travail

MONTREAL, le 26 janvier 1987

APPENDIX E
Absence Report

APPENDIX F
Authorization for the deduction of Union Dues

JE, soussigné(e), par la présente, autorise l'Université à prélever sur mon salaire, à partir de la première période complète de paie suivant la date de mon entrée en fonction, un montant égal à la cotisation syndicale déterminée par l'assemblée générale du Concordia University Library Employees' Union (Webster Library) - CSN, qui est accrédité pour me représenter aux fins de négociations collectives de travail avec l'Université.

J'autorise également l'Université à verser ces montants au(à la) trésorier(ière) du Syndicat qui a négocié une convention collective qui établit les conditions de mon emploi.

La présente autorisation annule toute autorisation de déduction pour fins syndicales que j'aurais pu donner antérieurement à l'Université.

Nom (en lettres moulées)

Signature

Date

AUTHORIZATION FOR THE DEDUCTION OF UNION DUES

I, the undersigned, do hereby authorize the University to deduct from my pay cheque, beginning with the first complete pay period following my date of hire, an amount equal to the union dues as set by the General Assembly of the Concordia University Library Employees' Union (Webster Library) - CSN, which is authorized to represent me in negotiations with the University.

I also authorize the University to give these amounts to the Treasurer of the Union which has negotiated a collective agreement which determines the conditions of my employment.

This authorization cancels any prior authorization which I may have given the University for the deduction of union dues.

Name (printed)

Signature

Date

APPENDIX G
Publication of the Collective Agreement

LETTER OF AGREEMENT

Between : **Condordia University**

And : **Concordia University Library Employees' Union (Webster Library) - CSN**

Subject : **Publication of the Agreement**

The University will give the Union 250 copies of the collective agreement within a delay of one (1) month following its signing. This period of one (1) month excludes all delays outside the control of the University's representatives.

In the event that the Union requests additional copies the University shall print these copies within a one-(1) month delay following the Union's request.

APPENDIX H

LETTER OF AGREEMENT

Between: Concordia University
And: The Concordia University Library Employees' Union (Webster Library) - CSN
Subject: PAY EQUITY

1. The parties agree to form within the thirty (30) days following the signing of the collective agreement a committee on pay equity formed as follows:
 - _ three (3) representatives from the University;
 - _ three (3) representatives from the Union.
2. The three (3) Union representatives shall be liberated in order to :
 - _ prepare for and attend meetings of the Committee; these members shall be allowed an equivalent amount of time off to prepare for committee meetings as the scheduled duration of the meetings
 - _ report to the Union Council on the progress and recommendations of the Pay Equity Committee
3. The mandate of the Pay Equity Committee shall be to continue the discussions started prior to the signing of the collective agreement.
4. Within the three (3) months following its inception, or later, if the parties agree, the Committee shall submit its recommendations to the University and to the Union, respectively; unless otherwise agreed by the parties, the committee shall disband upon presentation of its final report.