

## **Article 52: Duration, Transition and Retroactivity**

For the purposes of this Article, “present Collective Agreement” shall mean this collective agreement as soon as it takes effect.

For the purposes of this Article, “previous Collective Agreement” shall mean the collective agreement signed March 3, 2003.

### **DURATION**

52.01 The present Collective Agreement shall come into effect on the Monday following signature by the authorized representatives of the parties, shall remain in effect until May 31, 2012 and shall have no retroactive effect except as provided in this Article.

52.02 For all purposes of the present Collective Agreement and the law, the date of signature of the English version shall constitute the official date of the signature of the present Collective Agreement.

52.03 The present Collective Agreement shall remain in effect for the whole time period of negotiations for its renewal, until a new Collective Agreement comes into effect in accordance with the Labour Code and subject to the rights of the parties under said Code.

### **TRANSITION**

52.04 All personnel matters undertaken under Articles 12, 13, 14, 15, 18, and 19 prior to the date of signature of the present Collective Agreement shall be governed by the provisions of the previous Collective Agreement until May 31, 2010.

52.05 Effective June 1 of each academic year, beginning with June 1, 2009, ETA members holding the rank of Lecturer who have completed six (6) or more years of service as an ETA shall be promoted to the rank of Senior Lecturer. Notwithstanding this change, the expiration date of the member’s contract shall remain unaltered.

52.06 Effective June 1, 2009, ETA members holding the rank of Assistant Professor shall be granted the rank of Senior Lecturer on submission of a request to this effect to the Provost in writing.

52.07 Effective June 1 2009, ETA members holding the rank of Senior Lecturer whose salaries are governed by the New Model shall have their grid placement on the Senior Lecturer grid adjusted as follows:

- a) Contingent on a successful 2008 performance review, the member’s May 31, 2008 grid salary shall be increased by the value of one step on the 2008/2009 ETA Senior Lecturer grid in accordance with the provisions of Article 39.05 a).
- b) The result shall be indexed by a further two per cent (2%), and then increased by an additional eight hundred and sixty dollars (\$860) in accordance with the provisions of Article 40.02 to determine a provisional 2009/2010 grid salary.

- c) The provisional salary shall be compared to the new 2009/2010 ETA Senior Lecturer grid found in Appendix 4. The member's placement on the ETA salary grid shall be at the step equivalent to the provisional salary. Should the provisional salary fall between steps, it shall be rounded up to the next higher step (except in cases where the hypothetical grid salary exceeds the lower step by less than \$10).
- 52.08 Members who hold appointments specifying duties in more than one academic unit but without a specified primary unit at the time of the signature of this Agreement shall choose one (1) of those academic units as their primary unit within thirty (30) days of the signature of this Agreement.
- 52.09 Dossiers submitted for the performance evaluation to be conducted in the Fall of 2010 under the provisions of Article 14.14 and Article 15.11 shall include, in addition to the two (2) academic years specified in Article 14.14 c) and Article 15.11 c), the period February 1, 2008 to May 31, 2008.
- 52.10 For the purpose of awarding step/CDI increases on June 1, 2010 in accordance with the provisions of Article 39, and in view of the change in the submission dates for performance evaluation in accordance with the Provisions of Article 14.14 and Article 15.11, regular members shall be deemed to have successfully completed the performance review exercise.
- 52.11 The stipends for academic unit heads specified in Article 20.01 shall take effect on June 1, 2009, and shall apply to all academic unit heads henceforward, subject to the proviso that they shall take effect at the time of the next appointment or reappointment in any case where the application of Article 20.01:
- a) would result in a reduced stipend for an incumbent academic unit head;
  - b) would reduce a stipend previously agreed in the case of an academic unit head whose appointment or reappointment takes effect on June 1, 2009.
- 52.12 All appeals (Article 21), grievances (Article 22), disciplinary measures and dismissal procedures (Article 29) officially undertaken prior to the signing of the present Collective Agreement shall be governed by the provisions of the Collective Agreement in effect at the time they were undertaken.
- 52.13 Sabbatical leaves granted prior to the date of signature of the present Collective Agreement, including both the percentage paid and the travel/conference allowance provided, shall be governed by the provisions of the previous Collective Agreement.
- 52.14 Within thirty (30) days of the date on which the present Collective Agreement takes effect, the University shall pay the sum of one thousand dollars (\$1,000), less applicable taxes and other deductions, to all regular and LTA members in the employ of the University at the date of signature of the Collective Agreement.
- 52.15 Notwithstanding the content of performance review letters issued for the period of 2006 to 2008, merit payments awarded under the provisions of the previous Collective

Agreement will be discontinued as of the date of signature of the present Collective Agreement.

52.16 In accordance with the provisions of Article 39.06 b), members whose salary increases are governed by the Old Model and who wish to move to the New Model shall so declare in writing to the Provost, with a copy to the Dean and the Association, no later than July 16, 2009, with the proviso that if the Employer fails to inform a member within the deadline set in 39.06 a), the deadline shall be extended for that member by one (1) day for each day of delay by the Employer.

52.17 Probationary members with a PhD holding the rank of Assistant Professor at the date of signature shall be given the following options effective June 1, 2009:

- a) Receiving up to three (3) additional steps on the Assistant Professor salary grid effective June 1, 2009, while integrating all or part of their individual supplement, if any, into their base salary; or
- b) Maintaining their grid placement and progressing thereafter while maintaining their individual supplement, if any.

No later than June 16, 2009, the Employer shall inform each probationary member holding the rank of Assistant Professor of such option.

Members who opt to receive the three (3) additional steps on the Assistant Professor salary grid in accordance with the provisions of Article 52.17 a) shall so declare in writing to the Provost, with a copy to the Dean and the Association, no later than July 16, 2009, with the proviso that if the Employer fails to inform a member within the deadline set in 39.05 a), the deadline shall be extended for that member by one (1) day for each day of delay by the Employer.

52.18 Members who held the rank of Assistant Professor or Librarian II on May 31, 2007 and who hold the rank of Associate Professor or Associate Librarian at the date of signature, who possess an individual supplement, shall have their salary adjusted as follows:

- a) The amount of the individual supplement shall be added to the member's June 1, 2009 grid salary.
- b) The resulting salary shall be compared with the applicable grid for 2009/2010.
- c) Should the salary correspond exactly to a step on the grid, the member shall be placed at that step.
- d) Should the salary fall between steps, it shall be rounded up to the next higher step (except in cases where the hypothetical grid salary exceeds the lower step by less than \$10).

52.19 Elimination of Early Retirement Pension Supplement

Members who wish to avail themselves of the provisions of Article 42.08 of the previous Collective Agreement shall communicate their intention to do so to the Provost in writing, no

later than thirty (30) days following the date on which the present Collective Agreement takes effect, and shall retire no later than May 31, 2012.

## RETROACTIVITY

### 52.20 Retroactivity

- a) All salary increases shall be paid retroactively no later than August 27, 2009 to all members in the employ of the University at the date of signature of the present Collective Agreement.
- b) Members who have retired between May 31, 2007 and the date of signature of the present Collective agreement are eligible to payment of retroactive salary. Their pension plan contributions and pensions will be adjusted to reflect the salary increases granted prior to their retirement.
- c) In the event that the present Collective Agreement is not signed on or prior to May 31, 2009, it shall be deemed to have been signed on May 31, 2009 for the purposes of Article 52.20.