

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 in its English version on May 29, 2009.

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, 2015 and shall have no retroactive effect except as specified 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, 2013.
- 52.05 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.
- 52.06 The grid placement for members holding the rank of Librarian I or Librarian II shall be adjusted as follows:

| June 1, 2012 (actual) | | June 1, 2012 (new Collective Agreement) | |
|-----------------------|---------------|---|-------------------|
| Rank | Step | Rank | Step |
| Librarian I | W1 (\$52,409) | Assistant Librarian | New X1 (\$54,043) |
| Librarian I | W2 (\$54,259) | Assistant Librarian | New X2 (\$56,143) |
| Librarian I | W3 (\$56,109) | Assistant Librarian | New X3 (\$58,243) |
| Librarian I | W4 (\$57,959) | Assistant Librarian | New X4 (\$60,343) |
| Librarian II | X1 (\$56,652) | Assistant Librarian | New X3 (\$58,243) |
| Librarian II | X2 (\$58,502) | Assistant Librarian | New X4 (\$60,343) |
| Librarian II | X3 (\$60,352) | Assistant Librarian | New X5 (\$62,443) |
| Librarian II | X4 (\$62,202) | Assistant Librarian | New X6 (\$64,543) |
| Librarian II | X5 (\$64,052) | Assistant Librarian | New X7 (\$66,643) |
| Librarian II | X6 (\$65,902) | Assistant Librarian | New X8 (\$68,743) |
| Librarian II | X7 (\$67,752) | Assistant Librarian | New X9 (\$70.843) |

RETROACTIVITY

52.07 Retroactivity

- a) Within sixty (60) days of the signature of the Collective Agreement, all salary increases shall be paid retroactively to members who were in the employ of the University on the date of signature of the Collective Agreement.
- b) Members who have retired between May 31, 2012 and the date of signature of the Collective Agreement are eligible to receive payment of retroactive salary. Their pension plan contributions and pensions will be adjusted to reflect the salary increases granted prior to their retirement.

Agreed March 18, 2013