

COLLECTIVE AGREEMENT

Between

CONCORDIA UNIVERSITY

and

**THE CONCORDIA UNIVERSITY
FACULTY ASSOCIATION**

In effect until MAY 31, 2007

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ARTICLE 1

PREAMBLE

1.01 The parties recognize that the goals of the University are to attain the highest possible standards of academic excellence in the pursuit and dissemination of knowledge, to be achieved principally through teaching, research and community service, and to maintain a strong tradition of both full-time and part-time higher education and to preserve a high standard of education. All other functions at Concordia University exist to support this central academic purpose.

The parties agree to cooperate in the promotion of teaching and research and to encourage a climate of freedom of speech and enquiry, responsibility and mutual respect in the pursuit of these goals. A university environment characterized by freedom of speech and enquiry is required for the faculty members and librarians to fulfill their responsibilities. Freedom of speech guarantees the open exchange of ideas; freedom of enquiry guarantees the open investigation and interpretation of ideas.

Within the unique university context, the most crucial right is academic freedom. We affirm that this right is meaningless unless it entails the right to raise probing questions and challenges to the beliefs of society at large.

Academic freedom also implies that the parties agree to respect the right of all members of the academic community to exercise their academic freedom.

1.02 It is the purpose of this Collective Agreement to foster and maintain harmonious relations within the university community and to provide an amicable and effective means for settling differences which may arise from time to time between the Employer and members of the bargaining unit.

ARTICLE 2

DEFINITIONS

- 2.01 “Academic year” means a period of twelve (12) months from June 1 to May 31.
- 2.02 “Association” or “CUFA” means the Concordia University Faculty Association, certified as the exclusive bargaining agent for the full-time faculty and librarians of the University.
- 2.03 “Concordia University” means a body politic and corporate, duly incorporated in accordance with the laws of the Province of Québec, and comprises the institutions known formerly as Loyola College and Sir George Williams University.
- 2.04 “Course” refers to an assigned teaching responsibility, the workload of which is equivalent to a normal one-term course given for Concordia University credits. It includes any course offered, in whole or in part, outside a traditional classroom as well as courses which involve or are offered through other modes of delivery, such as video-conferencing, correspondence, television, and the Internet.
- 2.05 “Days” means working days, i.e., Monday through Friday excluding holidays.
- 2.06 “Director” means one of the following:
- i) Director of Libraries, as authorized agent of the Employer relating to all librarian members under the jurisdiction of the Director of Libraries; or
 - ii) Director of Counseling and Development, as authorized agent of the Employer relating to all librarian members under the jurisdiction of the Director of Counseling and Development.
- 2.07 “Employer” means the body politic and corporate known as Concordia University, which is represented by the Board of Governors, the Rector, the Provost, the Vice-Rectors, the Academic Deans, the Director of Libraries and any such persons excluded from the bargaining unit who are authorized to act on behalf of the University.

- 2.08 “Faculty” means any of the following: Faculty of Fine Arts, Faculty of Arts & Science, Faculty of Engineering and Computer Science and John Molson School of Business (formerly Faculty of Commerce and Administration).
- 2.09 “Member” means a person included in the bargaining unit, as defined in the accreditation certificate.
- 2.10 “Nominal salary” is the salary of a member that is used for pension purposes. It does not include stipends. See also Article 39.02.1.
- 2.11 “Parties” means the Employer and the Association.
- 2.12 “Registered Pension Plan” means the Pension Plan for the Employees of Concordia University.
- 2.13 “Tenure track” means a probationary or tenured appointment.
- 2.14 “University Community” means all full-time and part-time employees, all retired employees, all full-time and part-time students, all graduates and all members of the Board of Governors.
- 2.15 “Vice-Rector” normally means the Provost, except in the case of those librarians who are in the unit that reports to the Vice-Rector Services.

ARTICLE 3

RECOGNITION

- 3.01 The Parties recognize the Association as the only representative and the only negotiating body for the faculty and librarians covered by the certification issued by the Ministère du travail et de la main-d'oeuvre on January 20, 1981 (See Appendix 1).
- 3.02 Consequently, any policy, individual agreement or letter between the employer and particular individual(s), creating working conditions contrary to the provisions in the Collective Agreement, whether more favourable or less favourable, shall be null and void insofar as it affects such individual(s) who are in the bargaining unit, or if temporarily removed, once they return to the bargaining unit.

ARTICLE 4

JURISDICTION

- 4.01 This Collective Agreement applies to all members covered by the certification issued by the Ministère du travail et de la main-d'oeuvre on January 20, 1981.
- 4.02 A member on leave or on reduced-time appointment shall continue to be a member of the bargaining unit.

ARTICLE 5

MANAGEMENT RIGHTS

- 5.01 The Association acknowledges the right and the responsibility of the Employer to operate and manage Concordia University.
- 5.02 The parties agree that openness and transparency are essential to encourage collegiality, mutual respect, and academic freedom.
- 5.03 The Employer shall exercise its managerial functions in a manner that is fair, reasonable and equitable, in accordance with the principles of natural justice, and subject to the provisions of this Collective Agreement.

ARTICLE 6

ACADEMIC FREEDOM

6.01 The purpose of academic freedom is to provide security for fundamental academic values.

A university environment characterized by freedom of speech and of enquiry is required by the members to carry out the University's purpose. Freedom of speech guarantees the University as an open forum for the exchange of ideas; freedom of enquiry guarantees the University's commitment to the open investigation and interpretation of ideas.

Within the unique university context, the most crucial of human rights is the right to academic freedom. We affirm that this right is meaningless unless it entails the right to raise probing questions and challenges to the beliefs of society at large.

The parties agree to respect the right of all members of the academic community to exercise their academic freedom.

The commitments, rights, and responsibilities of members involve three major related roles: to participate in the search for basic truths, and to communicate openly the results of this search; to develop creative scholarship in specific disciplines, within which the students participate in the process of rational enquiry; to encourage where feasible the generalized application of scholarship and research to the benefit of the university community and the common good of society.

Members are entitled to freedom, without any form of institutional censorship, to disseminate their knowledge both inside and outside the classroom, to conduct research which they believe will enhance knowledge and to communicate the results of such research.

Members are entitled to exercise their political rights provided they respect their obligations to the Employer specified in the Collective Agreement.

ARTICLE 7

NON-DISCRIMINATION, CONFIDENTIALITY AND CONFLICT OF INTEREST

- 7.01 The parties agree to act according to the principles of natural justice in all decision-making processes called for in this Collective Agreement.
- 7.02 The parties agree that there shall be no discrimination, interference, restriction, coercion or unfair distinction exercised directly or indirectly or practiced with respect to any member in regard to any matter. In particular there shall be no discrimination, interference, restriction, coercion or unfair distinction by reason of age, race, creed, colour, national or ethnic origin, political or religious affiliation or belief, gender, sexual orientation, marital status or family relationship, membership in the Association or the exercise of a right conferred by this agreement or the law in regard to salary, rank, appointment, reappointment, promotion, tenure, sabbatical, teaching assignment or fringe benefits. The parties agree further to respect all applicable human rights and labour standards legislation.
- 7.03 The parties agree that evaluation for the purposes of Appointment (Article 12, 13); Reappointment and Promotion (Article 14, 15); and Tenure (Article 18, 19); shall take into account that there may be differences in career paths such as those associated with gender.
- 7.04 The parties agree that the employment or assignment of physically handicapped or disabled persons shall not be restricted provided that such disability does not interfere with their ability to perform necessary job requirements.
- 7.05 The parties agree that the Faculty members, Librarian members, and Administrators shall, in the course of their professional duties and responsibilities, make every effort to avoid situations of conflict of interest, to respect confidentiality, and to act in a way that is fair and reasonable and consistent with the principles of natural justice.
- 7.06 Conflicts of interest shall be raised at the first opportunity, normally at the start of any administrative procedure.

ARTICLE 8

RIGHTS OF THE ASSOCIATION

- 8.01 As a condition of employment all members of the bargaining unit shall remit to the Association all dues required by the Association to be paid. Such dues are to be submitted at the time members are required to pay such dues.
- 8.02 Membership in the Association is open to all those included in the bargaining unit, although membership shall not be a condition of employment.
- 8.03 The Employer shall inform each newly hired employee who is a member of the bargaining unit of the provisions of 8.01 and 8.02.
- 8.04 The Employer shall deduct an amount equal to the dues established by the Association from the salary of each member of the bargaining unit whether or not that person is a member of the Association.
- 8.05 The Association shall notify the Employer in writing of the amount of the dues and any change thereof with its effective date. The Employer shall make the deductions and the necessary changes within thirty (30) days following said notice.
- The Employer shall deposit the monies deducted during each bi-weekly pay period directly to the account of the Association at the branch of the bank which the Association has designated and, within fifteen (15) days of each pay period, shall forward in electronic form, an alphabetical listing of the names of those from whom the deductions have been made, and the amount of those deductions.
- 8.06 A member who expresses to the Association religious or conscientious objections to the paying of dues to a union, and whose objections are accepted by the Association, may have a sum equivalent to the dues deducted and remitted on the member's behalf to a charitable organization chosen by the member from a list mutually agreed upon between the Employer and the Association.
- 8.07 a) The Employer agrees to provide the Association with access to the Human Resources Information System (HRIS). The information available to the Association shall include for each member: the full name, date of birth, sex, Library position, Department, Faculty, rank, terminal degree and date of terminal degree, date of initial appointment, years of service, years in rank, date of most recent promotion, promotion history, nominal salary, appointment status (tenured, probationary, extended term, limited term, research, or in residence),

leave status, University office and e-mail address, office local, home address and home telephone number.

- b) The information provided in 8.07 a) is confidential and is provided to the Association as information to be used for aggregate studies unless authorized otherwise by the members. The Association will only use home address and home telephone number information to contact the members and agrees to keep them confidential.
- c) The Employer will ensure that the Association's offices are connected to the HRIS and will provide the Association with the software and training necessary to access the system.
- d) During the first year of this Collective Agreement, members shall each receive a print out of their information on the HRIS to verify its accuracy.

8.08 The Employer shall send the Association a copy of the following documents:

- a) the agenda, minutes and attached documents of any open meeting of the Board of Governors at the same time as such documents are mailed to the Board, or immediately after the meeting if they were distributed at the meeting;
- b) the annual audited statements of the University within ten (10) days of approval by the Board of Governors;
- c) the annual audited statements of the pension plan and the annual actuarial valuation of the pension plan approved by the Benefits Committee and the Board of Governors within ten (10) days of their approval;
- d) a list of all probationary and tenured positions, both filled and vacant as of June 1, by October 31st each year;
- e) contracts for all new probationary and tenured academic and library appointments, all extended and limited term appointments, all new reduced time appointments and all new contracts for research appointments, visiting and "in residence" appointments, within ten (10) days of receipt of these signed contracts;
- f) a list of all members who have agreed to take gradual or early retirement; including information about all payments to the member by July 31st of each year;

- g) a list of all stipends received by members, specifying the name of the member, the amount of the stipend received, and the reason for the stipend, by September 30th each year for the current academic year;
- h) copies of letters sent to members granting a leave without pay or reduced-time appointment;
- i) all correspondence concerning the interpretation of this Collective Agreement sent by the Employer to Department Chairs/Division Heads, or to Deans/Directors and other administrative personnel, at the same time as it is sent;
- j) all correspondence sent by the Employer to a group of members or the entire membership concerning the application of the Collective Agreement, at the same time as it is sent;
- k) any letter relating to working conditions provided for in the Collective Agreement (e.g., leaves, contract renewal, salaries, tenure, duties and responsibilities) between the Employer and an individual member;
- l) information concerning the operating budget of the University approved by the Board of Governors, and the Règles budgétaires et calculs des subventions de fonctionnement aux universités du Québec;
- m) information arising out of any grievance filed at Concordia, which could have implications for this Collective Agreement. This information shall be forwarded within the time period specified for responding to the grievance.

8.09 The Association shall provide the Employer with a list of its officers and representatives, and inform the Employer of any change to the list within ten (10) days.

8.10 The Employer shall allow the Association use of meeting rooms free of charge, sufficiently large to hold meetings. The rooms shall be reserved according to normal University procedures.

8.11 The Employer shall continue to provide the Association with office space adequate to its needs as determined by the Association and agreed upon by the Employer. Agreement shall not be unreasonably withheld.

Should the Employer require the Association to move to alternate comparable space, written notification shall be provided to the Association. At least three months shall elapse between the Association agreeing to the alternate space and the move occurring. The Association's effects shall be moved by the Employer to the new location without charge.

- 8.12 A reasonable number of telephones for use by the Association shall be connected to the University's telephone system and listed in all electronic directories and voice recognition systems. The cost of telephone service shall be borne by the Association.
- 8.13 The Employer shall provide free of charge to the Association, the usual departmental services of internal mail, payroll, cleaning and security.
- 8.14 Subject to availability the Employer shall allow the Association to use the University's reproduction services and instructional and information technology equipment at normal internal University rates. Access to the University's computer server and disk space shall be provided to the Association at no charge, in a manner consistent with its needs.
- 8.15 The Employer agrees to provide the Association with a URL link on the Concordia University Home Page.
- 8.16
- a) The Association undertakes that its officers and members shall organize their Association-related activities in such a manner as not to interfere with the normal performance of their university duties.
 - b) To facilitate the work of the Association, the Employer agrees to assign seventeen (17) three-credit course remissions [at the amount established in Article 16.12 a) per three-credit course] per academic year to the Association by providing an appropriate budget. An additional six (6) three-credit course remissions, at the amount established in Article 16.12 a) are available for use by the Association at its discretion during the life of the Collective Agreement. The Employer shall provide the Department/Faculty to which a member belongs with the monetary equivalent of one additional three (3) credit course section for each remission granted to a member and taken in a particular academic year. (For the benefit of the librarians in the exercise of this clause, one (1) three (3) credit course equals one hundred and forty (140) hours per year. Appropriate part-time replacements shall be provided for librarians).

- c) It is understood that the annual course remissions in Article 8.16 b) not assigned to a member by the Association shall be carried forward by the Association into future years. Once assigned, members in receipt of such remission must use them within the period for which they are allocated, or if this is not feasible, as soon as possible, but not more than two years later, unless the Employer asks the member to delay its use. At any time the member may instead accept the monetary value of the remission in lieu thereof. If the member does not use the remission and does not accept the monetary value of the remission by the end of the third year, the employer shall pay the member the monetary value of the remission. Years of requested delay by the Employer shall not count in the three (3)-year period. Financial provision for course remissions will be included within the annual University budget.
- d) Should the Association require additional course remissions, it shall be entitled to purchase [at the value established in Article 16.12 a) per three-credit course] up to ten (10) three-credit course remissions during the life of this Collective Agreement.
- e) All such remissions are made subject to the condition that the appropriate Vice-Rector be informed by the Association of their use with sufficient notice to permit proper assignment of duties. The Vice-Rector/Provost shall inform the Dean/Director of the remissions assigned by the Association and ensure that duties are modified accordingly.

8.17 The Employer agrees not to amend any University policies or administrative directives in a manner inconsistent with the application of the current Collective Agreement.

8.18 Both parties acknowledge the provision of the Québec Labor Code whereby those members elected to the Board of Governors retain the rights and responsibilities of being an employee in the bargaining unit. Moreover, no member shall be excluded from the Board of Governors because of that person's activities in the Association.

8.19 The Association shall have the right to invite representatives of CAUT or FQPPU as well as any legal counsel or advisors to enter the University for purposes of consultation. Such representatives and counsel shall have access to CUFA offices for such consultation.

8.20 Service to the Association shall be considered as service to the University and the community as per 16.01 c) and 17.01 d). As such it shall be considered as a factor in the evaluation of performance.

8.21 **Faculty and Librarian Complement**

- 8.21.1 Concordia University is committed to providing as many full-time faculty and librarian members as possible to support the teaching, research and service endeavors. The long-term viability and excellence of the University requires a critical mass of full-time members engaged in teaching and research.
- 8.21.2 The total number of probationary and tenured positions shall be established by the Provost subject to Article 8.21.3.
- 8.21.3 A filled position is defined as the position occupied by a member with a tenured, probationary, or extended term appointment and on payroll as of 1 September in any academic year. In addition for the purpose of this Article, individuals holding excluded positions, as defined in Article 9, are counted within this number. No fewer than six hundred and seventy five (675) positions shall be filled in any academic year.
- 8.21.4 Should the number of filled positions fall below six hundred and seventy five (675) in any academic year, the employer agrees to contribute in support of Concordia University graduate fellowships, an amount equal to the difference between six hundred and seventy five (675) and the actual number of filled positions, multiplied by the floor of the Associate Professor. The protocols governing the pay out from University endowment funds shall not be adjusted for the stated purpose of making the aforesaid contribution.
- 8.21.5 Members electing to take the gradual retirement option shall be counted as holding a full-time position.
- 8.21.6 Members holding a reduced-time appointment shall be counted as occupying half of a position.
- 8.21.7 a) There is no maximum on the number of Limited Term Appointments that may be made in any academic year.
- b) Up to thirty-five (35) Limited Term Appointments made under Article 12.04 a) may be counted to bring the number of filled

positions to at least six hundred and seventy five (675) on an annual basis.

- c) Notwithstanding Article 8.21.3, only twenty-five (25) Extended Term Appointments made under Article 12.05 may be counted to bring the number of filled positions to at least six hundred and seventy five (675) on an annual basis.

8.21.8 The Employer agrees to provide the Association with a list of the names in the filled positions, by category of appointment, by 31 October of each year.

ARTICLE 9

EXCLUDED POSITIONS

- 9.01 A member who is appointed to a position excluded from the bargaining unit shall cease membership of the Association and discontinue paying dues for the duration of the appointment, provided the appointment is for more than thirty-one (31) calendar days. All persons excluded from the Bargaining Unit for appointment to an administrative position above the rank of Associate/Assistant/Vice Dean shall normally be replaced in their academic unit by a full-time appointment. Appropriate replacements shall be provided for other excluded positions. Members appointed to excluded positions shall maintain their research and scholarly activity. At the termination of the appointment to an excluded position, the member shall automatically become eligible for Association membership, shall commence paying dues, and shall have all the rights and privileges as if membership had been continuously held throughout the period of appointment to the excluded position.
- 9.02 For excluded administrators who are reintegrated into the CUFA bargaining unit after administrative service or leave, the salary is the nominal salary at the time of their appointment to the excluded position, increased by those increments provided for in Articles 39 and 40 during the periods of exclusion.
- 9.03 Excluded administrators are eligible for promotion under Articles 14 and 15. In such cases, the Chair of the FPTC/LPC shall be the Speaker of Senate. The candidate shall be at arm's length from the process.
- 9.04 Those and only those excluded administrators who held faculty or librarian positions at Concordia University prior to, or at the time of, their administrative appointment shall, at the termination of the administrative appointment, become eligible for Association membership, shall commence paying dues, and shall have all the rights and privileges as if membership had been continuously held since the date of their appointment to their current faculty or librarian position at Concordia.

- 9.05 While holding an administrative appointment, excluded administrators shall not sit on Department Personnel Committees (Article 12.02.1), Divisional Personnel Committee (Article 15.06) and Department Tenure Committees (Article 14.08), nor shall they stand for election for Faculty Personnel and Tenure Committees (Article 14.08), Library Personnel Committee (Article 15.08), Library Tenure Committee (Article 19.14), or Search Committees for Departmental Chairs/College Principals or Supervisory Librarians (Article 20). Excluded administrators may stand for elections to evaluation committees and advisory search committees (Article 48.07) for senior administrators, but they shall not stand for election to an evaluation committee when they report to the person being evaluated.

ARTICLE 10

CORRESPONDENCE AND INFORMATION

- 10.01 A copy of all correspondence passing between the Association and the Employer shall be sent to the Office of Academic Relations of the Employer and the Secretary of the Association.
- 10.02 Fax, E-mail and internal mail shall all be acceptable means of communication unless otherwise specified in the Collective Agreement. Discretion shall be used with regard to confidential information.

ARTICLE 11

LIAISON COMMITTEE

- 11.01 The Liaison Committee composed of up to three (3) persons appointed by the Employer and up to three (3) persons appointed by the Association shall meet as necessary, at the written request of either party, upon ten (10) days notice, to discuss matters of concern to either party. The Liaison Committee shall be appointed by July 3 and members shall serve for at least a one (1) year term. Wherever possible to provide continuity, members shall serve for the duration of the Collective Agreement.
- 11.02 The Liaison Committee shall attempt to maintain a spirit of cooperation and mutual respect; to facilitate good working relationships between the Employer and the Association; to seek the timely correction of conditions which may give rise to misunderstandings or grievances, and to be a forum for the exchange of information.
- 11.03 The parties agree to exchange lists of those matters they wish discussed three (3) days before the scheduled time of the meeting.
- 11.04 This Committee may make recommendations and shall make a report to the Association and the Employer as a result of its discussions; however it does not have the power to alter or amend the Collective Agreement.
- 11.05 Matters that are being dealt with at Stage 4 of the grievance and arbitration procedure shall not be the subject matter of these meetings, if the arbitration hearings have already begun.

ARTICLE 12

APPOINTMENT OF FACULTY

12.01 APPOINTMENTS

- a) The principal criteria for appointments are academic and professional excellence.
- b) To ensure that qualified Canadian candidates are considered for all positions at the University, all job postings, with the exception of internal searches for extended term appointments as specified in Article 12.05.c, shall be advertised in the appropriate journals and newspapers prior to the consideration of the candidates. Those applicants defined as Canadian at the time of application for a faculty position shall be given first consideration and, all things being equal, shall be given priority.

“Canadian” means citizen of Canada, or one who on the date of application for a position at Concordia University is a permanent resident, or holds a ministerial permit as a consequence of being a refugee or being prohibited from applying for permanent resident status.

- c) The Parties agree that Concordia University would better advance the essential functions of the University, namely the pursuit, creation and dissemination of knowledge through teaching and research, if the diverse composition of Canadian society were better reflected in the Bargaining Unit. Therefore the Parties agree to encourage an increase in the proportion of members of under-represented designated groups as defined in the relevant legislation, to improve their employment status, and to ensure their full participation in the University community. The Parties therefore endorse the principle of equity in employment and agree to cooperate in the identification and removal of all barriers to the recruitment, selection, hiring, retention, and promotion of these designated groups, and other categories as may be designated in federal and provincial human rights legislation or agreed to by the Parties.
- d) The criteria used to evaluate candidates for appointments, renewals, promotion and tenure shall not allow for systematic discrimination against members of designated groups.

- e) Based on a process of voluntary self-identification, the Employer shall create a confidential and separate database to identify membership in the designated groups. A parity committee consisting of two (2) members from each party shall oversee this process.
- f) A Joint Employment Equity Committee (JEEC) composed of three (3) persons shall ensure that fair hiring practices are observed for faculty members within the University. One (1) committee member shall be appointed by the Association and one (1) committee member shall be appointed by the Employer. These two appointees shall agree upon a third committee member. In addition, the Employer and the Association shall each appoint one (1) alternate. Committee members shall serve for two years.
- g) Each Department shall have a JEEC approved action plan that encourages the recruitment and hiring of women as well as other designated groups. The JEEC shall forward the approved action plan(s) to the Provost and the Association. When necessary, the JEEC may request that a Department reconsider its plan.
- h) If departmental Hiring committees have no members of designated groups, the action plan may include a provision to invite a tenured faculty member from a designated group to serve as a non-voting participant on the Hiring committee.
- i) If the data on academic availability indicate that a designated group is under represented in a given disciplinary sector in the University, then, all things being equal, candidates from that designated group shall be given priority in that disciplinary sector.

12.02 **APPOINTMENT PROCEDURES**

12.02.1 Departmental Personnel Committee

- a) Each academic unit shall have a Departmental Personnel Committee (DPC) which shall make recommendations about appointments, reappointments, including limited and extended term appointments, promotions, and performance evaluations to the appropriate Dean.
- b) i) The DPC shall be composed of full-time tenured faculty members elected by and from the full-time faculty members of the Department.

- ii) In the Colleges, the members of the DPC shall be tenured faculty members elected by and from the full-time faculty members and fellows of the Unit.
 - iii) Members of the DPC shall have terms of two (2) years which may be renewed.
- c) Elections to the DPC will normally be completed by April 30. The composition shall vary depending on the size and type of the academic unit.
- i) Departments with Three (3) or More Tenured Members

The DPC shall have a minimum of three (3) members but may have a maximum of twenty-five percent (25%) of the full-time faculty members of the Department. The Department Chair is not counted as a member of the DPC for the purpose of determining the maximum and minimum numbers. Notwithstanding the above, in cases where the Department has exactly three (3) tenured members the Department Chair may be counted in determining the minimum number.
 - ii) Departments with Two (2) or Fewer Tenured Members

In the event that the number of tenured faculty members of a Department, who are not on leave, is less than three (3), there shall be no DPC for candidates from that Department. Instead, the candidates from that Department shall be considered directly by the Faculty Personnel and Tenure Committee (see Article 14.08). In such cases, the individual's right of appeal is not abrogated by 21.04 (a).
- d) The Department Chair shall always be a member of the DPC. The Department Chair shall have a vote on the DPC provided that he/she is a tenured member of the bargaining unit. The Department Chair shall aid the DPC by providing all relevant documentation as requested.
- e) The DPC shall elect its own Chair from among its members by secret ballot. The Chair of the DPC shall vote only in the case of a tie.

12.02.2 Procedures

- a) The authorization to fill a vacant position must be provided by the Provost.
- b) Following authorization to fill a vacant position, the Department Chair shall place advertisements through the designated University office, co-ordinate the receipt of applications, arrange for a departmental review of the candidates for the position, and forward the dossiers of all the candidates to the Dean, along with the recommendation(s).
- c) Normally, at least (30) days will elapse between the publication of the advertisement and the forwarding of the dossiers and the DPC recommendation by the Chair to the Dean.
- d)
 - i) No new position shall be created unless attached to a specific Department or academic unit.
 - ii) Any appointments outside Departments or other academic units that exist at the time of the signing of this Collective Agreement shall continue; and, should an incumbent vacate her or his position, the position may be refilled.
 - iii) If a position defined in Article 12.02.2 d) ii) is to be refilled, a committee of at least three (3) members of the bargaining unit shall be established. The members shall be nominated and elected by those full-time faculty members of the related Departments and the Colleges as specified by the Dean.
- e)
 - i) Positions shall be advertised both internally and, with the exception of internal searches for extended term appointments (see Article 12.05.c), in various appropriate publications that shall include the CAUT Bulletin whenever publication schedules permit. The advertising copy shall be sent to the Association and the JEEC by the Dean, within ten (10) days of its placement. The advertisement shall clearly state the relevant qualifications and shall include rank.
 - ii) The following shall be the standard statement on advertisements for faculty and librarian positions: “Concordia University is committed to employment equity.”

- f) All candidates for a position shall be considered at the departmental level. The Department shall establish a Hiring committee for each position, drawn from the tenured, probationary and extended term faculty members only. In all cases, the Hiring committee shall prepare a list of all criteria used to establish a short-list of candidates and shall decide on the nature of the interview (by personal or electronic means) to evaluate the qualifications of short-listed candidates. In the case of hiring for a limited term appointment, a formal campus visit and seminar is not required. The Hiring Committee shall invite input from the members of the Department prior to formulating its recommendation. The Hiring Committee shall forward its recommendations to the DPC with a reasoned report outlining the procedures and justifying the selection. The final reasoned recommendation for an appointment or a reasoned recommendation not to fill the position shall emanate from the DPC. This recommendation, together with the Hiring Committee's recommendation, shall be forwarded to the Dean by the Department Chair. The Chair may also submit a recommendation to the Dean.

- g) If the Dean agrees with the recommendation of the DPC, then the Dean shall forward the dossier to the JEEC for review within five (5) days of receipt of the recommendation as per Article 12.02.2 g). If the Dean does not agree with the recommendation from the DPC, the file shall be returned to the DPC with a reasoned report within five (5) days.

- h) Within five (5) days of receipt of the dossier as per Article 12.02.2 g) the JEEC shall return the dossier to the Dean together with its comments relative to issues of employment equity including salaries and rank.

- i) Within seven (7) days of the receipt of the dossier from the JEEC, the Dean shall forward the dossier, the JEEC report, and a recommendation for appointment to the Provost with a rank, salary, term, job description and conditions of appointment (giving due consideration to the candidate's academic qualifications, experience, publications, and other credentials) which have been negotiated with the candidate. A copy of this recommendation shall be sent at the same time to the JEEC and the Department Chair.

- j) Appointments are made by the Provost who shall issue a letter of appointment and a contract within ten (10) days of receipt of the dossier. These documents shall be sent to the Association at the same time. The letter of appointment and contract shall include the duration of the appointment, rank, the applicable components of salary and conditions of appointment. In the case of initial probationary appointments, the teaching assignment shall be in accordance with Article 16.08 b. Once the signed contract is received by the Employer, a copy of it shall be sent to the Association and Departmental Chair.

12.03

RANKS AND CATEGORIES OF APPOINTMENT

All probationary and tenured faculty appointments under this Collective Agreement shall be made in one (1) of the following ranks: Lecturer, Assistant Professor, Associate Professor, Professor.

All extended term appointments (ETAs) shall be made at the rank of Lecturer or Senior Lecturer, with the exception of ETAs who already hold an appointment at the rank of Assistant or Associate Professor at the time of the signing of this Collective Agreement (See Article 14.13 c.).

Appointments shall be made in one (1) of the following categories:

- a) probationary appointment - an appointment in a tenure-track position of three (3) academic years, during which the performance of the member shall be reviewed for the purpose of reappointment in accordance with Article 14.02. If the initial appointment is made at the rank of Lecturer, the length of the first contract may be for two (2) academic years rather than three (3);
- b) tenured appointment - an appointment without term, which may be terminated only in accordance with the provisions of this Collective Agreement;
- c) limited-term appointment - an appointment which is limited to a stated term and which carries no implication that the appointee shall be reappointed or considered for tenure;
- d) extended term appointment - an appointment for a fixed term, during which the performance of the member shall be reviewed for the purpose of reappointment in accordance with Article 14.12 (See Article 12.05 e) and f));

- e) research appointment - an appointment funded wholly or in part by external sources that carries the title Research Assistant Professor, Research Associate Professor, or Research Professor. Initial appointments are for a fixed duration of up to three (3) years and carry no implication that the appointee shall be reappointed or considered for tenure. Following each positive evaluation, persons holding research appointments may be reappointed, subject to the availability of funding and consistent with the conditions of the external source(s) of funding. The total duration of such appointments will not normally exceed five (5) years;
- f) visiting scholar or appointments-in-residence - an appointment granted the visiting designation before the rank (e.g., Visiting Associate Professor) or an “in residence” designation (e.g., Writer in Residence, Executive in Residence) which is limited to a stated term and which carries no implication that the appointee shall be reappointed or considered for tenure. Individuals holding such appointments are governed by the provisions of Article 12.07. Visiting scholars will normally be on leave from a permanent position in another institution or organization or come to Concordia post-retirement;
- g) academic chairs or special professorships - a prestigious appointment normally granted to a probationary or tenured faculty member. This appointment may be funded either wholly or in part from external sources or from internal sources such as endowment funds. This category shall not be combined with either category c) or d).

12.04

LIMITED TERM APPOINTMENTS

- a) Limited Term Appointments (LTA) shall be made only for one (1) of the following purposes:
 - i) to appoint a suitably qualified person to replace a faculty member who is on leave;
 - ii) to fill an open tenure-track position on a temporary basis after the position has been advertised;
 - iii) to respond on a temporary basis to specific teaching and where appropriate, service, research, scholarly or creative needs.

- b) All first-time, and should the requirements of the position change, subsequent limited term appointments shall be made in accordance with the appointment procedures specified in Articles 12.01, 12.02, and 12.03.
- c) The letter of appointment shall state the duration, rank, salary, and conditions of appointment, with specific reference to the clause in Article 12.04 a) which applies. An appointment for a duration of one term shall not be for less than five (5) months. An appointment for an academic year shall be no less than nine and a half (9 1/2) months. Any renewal shall be for a period of no less than twelve (12) months.
- d) LTA Members shall have duties and responsibilities as specified in Article 16.11.
- e) Limited term appointments, including renewals, shall not exceed thirty-six (36) months. The initial appointment may be renewed, or in exceptional circumstances a new contract offered, provided the total duration does not exceed thirty-six (36) months or a span of three (3) consecutive years. However, an individual shall wait for a period of at least twenty-four (24) months before being eligible for a new limited term appointment after having completed thirty-six (36) months of appointments or contracts spanning three (3) consecutive academic years. All appointments and renewals will normally terminate on May 31.
- f) Members who are offered a renewal of their limited term appointment in accordance with Article 12.04 e), shall be informed of such an offer by the Provost at least two (2) months before the end of their contract.
- g) Members with limited term appointments are subject to all provisions of this Collective Agreement except the clauses dealing with Promotion in Article 14, and the articles dealing with Tenure (Article 18) and Salary beginning with Article 40.02. Notwithstanding the exception of Article 14, the initial rank may be changed from Lecturer to Assistant Professor if such a condition is stipulated in the initial contract.
- h) Members with limited term appointments, upon application, shall be short-listed and interviewed for any open tenure-track position in their Department, provided they meet the advertised qualifications. If a member with a limited term appointment

secures a tenure track position, the years of service accumulated on a limited term appointment at the rank of Assistant Professor or higher, up to a maximum of two (2) years, shall be used in the context of promotion, tenure and sabbatical leave if that person so requests. The request must be made at the time of the first probationary appointment, and the Provost shall insert a clause in the initial probationary contract specifying how the time in the LTA position is to be counted.

12.05

EXTENDED TERM APPOINTMENTS

- a) Extended term appointments (ETA) are intended to respond to specific full-time teaching and service needs of an on-going nature that should not result in a probationary or tenured appointment. Teaching is a mandatory activity.
- b) The maximum number of ETAs in each of the Faculties of Arts and Science, Engineering and Computer Science, and Fine Arts shall constitute a percentage of tenure track faculty members in each respective Faculty no greater than 7.5%. In the John Molson School of Business, there shall be no more than 16 ETAs in any academic year. Notwithstanding the number of ETAs allowed in individual faculties, the total number of ETAs in the University shall not exceed 55.
- c) Individuals holding such positions are subject to all the Articles of this Collective Agreement except the clauses dealing with Tenure in Article 18.
- d) A different individual may be appointed to an ETA slot when a current ETA position has been vacated either voluntarily by the incumbent or in accordance with Article 14.12. However, if a vacancy is a consequence of non-renewal because of the unavailability of work, the new appointment shall only be made in a different discipline.
- e) The first appointment of an ETA, with the exception of those appointed through internal searches (Article 12.05 f), will be for approximately thirty-six (36) consecutive months, ending on May 31st of the third year. All renewals under Article 14.12 will be for sixty (60) consecutive months. The criteria for the first reappointment shall include very good teaching.

- f) Notwithstanding Articles 12.01 and 12.02, which call for open searches to fill vacant positions, there may be appointments to ETA positions through internal searches within Departments. Eligibility to compete in the internal competition shall be having had appointments as an LTA at Concordia for a minimum of 33 months within the 5-year period ending on May 31st of the year of the search. Internal competitions are subject to the provisions of Article 12.01, except for Article 12.01 b). The criteria for the first appointment shall include very good teaching. The first appointment of an ETA hired through an internal search will be for approximately 60 consecutive months, ending on May 31st of the fifth year.

- g) Members with extended term appointments, upon application, shall be short-listed and interviewed for any open tenure-track position in their Department provided they meet the advertised qualifications. If a member with an extended term appointment secures a tenure track position, the years of service accumulated on all term appointments at the rank of Assistant Professor shall be used in the context of promotion and tenure, if that person so requests. The request must be made at the time of the first probationary appointment, and the Provost shall insert a clause in the initial probationary contract specifying how the time in the ETA position is to be counted.

12.06

RESEARCH APPOINTMENTS

- a) When the availability of funds outside the University's Operating Fund creates an opportunity to enhance the research objectives of a department or research centre, the Provost may make research appointments, as defined in Article 12.03. Such appointments may also require the approval of the source of external funding or the individual holding the research grant.

- b) Persons holding research appointments at a given rank shall have research qualifications which are at least equivalent to those required of probationary or tenured faculty members holding the same rank.

- c) Persons holding research appointments are subject to all provisions of this Collective Agreement with the following exceptions: Article 12.01 and 12.02, Article 14 (Re-appointment and Promotion), Article 18 (Tenure), Article 21 (Appeals), Article 24 (Outside Professional Activities), Article 25 (Reduced-time Appointments), Article 26

(Sabbatical Leave), and, unless the source of external funding agrees otherwise, Article 32 (Leave Without Pay), Articles 35.08, 35.09 and 35.10 (Parental Leave), Performance Evaluation (Article 38), Salary Structure (Article 39), and Salaries beginning with Article 40.02. In addition, reappointment consideration will only occur if appropriate external and internal funding continues to be available.

- d) The duties and responsibilities of a person holding such an appointment in accordance with Article 16 shall reflect the fact that the person's principal obligation is to carry out research.
- e) Persons holding research appointments who apply for a tenure-track position will be considered in the usual way following the procedures of Article 12.02.
- f) If a person obtains a tenure-track position and if the person has taught at least ten (10) courses on research appointments, the accumulated service shall count for mandatory tenure consideration. For persons who have taught between five (5) and nine (9) courses the accumulated service shall also count for mandatory tenure consideration, but, Article 18.10 notwithstanding, such persons are not eligible for mandatory tenure consideration until they have completed at least one (1) year of probationary appointment. For persons who have taught fewer than five (5) courses, the requirement is that they complete at least two (2) years of their probationary appointment.
- g) Any inconsistencies between the terms of this Collective Agreement and the terms and conditions of the source(s) of external funding for research appointments shall be reconciled by agreement in writing between the Parties.

12.07

VISITING SCHOLARS OR APPOINTMENTS IN RESIDENCE

- a) When an opportunity occurs that may enhance the academic program or research objectives in an Academic Unit, the Provost may make an appointment in this category, which is limited to a stated term, upon the recommendation of the DPC and the Chair supported by the Dean.
- b) Such appointments shall be for no longer than two (2) years.

- c) Individuals in this category are not subject to the provisions of Articles 12.01, 12.02, 14, 16, 18, 38, 39, 40, and 42.
- d) The duties and responsibilities shall be established in consultation with the Chair and the Dean and specified in the individual contract. The salary shall be commensurate with the assigned duties and responsibilities.

12.08 ACADEMIC CHAIRS AND SPECIAL PROFESSORSHIPS (ACSP)

12.08.1 The University may establish Academic Chairs or Special Professorships (ACSPs) in order to enhance the academic aims of a Faculty, Department, or Unit.

12.08.2 a) The establishment of an ACSP shall be determined by the Dean and the Provost in consultation with the head(s) of the academic unit(s) concerned.

b) When a decision is made to establish an ACSP, the Provost shall specify the name/area of the Academic Chair or Special Professorship, the source of funding, the expected rank and category of the position and any special conditions associated with the appointment. The notice of the creation of the ACSP shall be sent to the Association in writing.

c) Once the decision is taken to establish an ACSP as per Article 12.08.2 b, a separate decision shall be taken by the Dean and Provost as to whether the ACSP shall be advertised externally or solely to members of the bargaining unit.

d) The appointment of a person to an academic position and rank at Concordia University is separate from the appointment of a person to an ACSP. The former is governed by the provisions of Articles 12.01 to 12.07 in particular, as well as all other relevant articles of this collective agreement. The latter is governed by the procedures specified in Article 12.08.3.

e) Persons appointed to ACSPs are subject to the provisions of this collective agreement. Nevertheless, such persons are normally not eligible to hold a position excluded from the bargaining unit (Article 9) or leave without pay unless the source of funding agrees otherwise.

- f) The duties and responsibilities of a person holding such an appointment shall be consistent with Article 16.01 and will normally include at least two (2) courses in each academic year; one in each of the Fall and Winter terms.
- 12.08.3
- a) The Dean shall establish a special advisory committee to consider appointments to ACSPs. The appointment is made by the Provost on the recommendation of the Dean, supported by a reasoned recommendation of the special advisory committee to the Dean.
 - b) Before the Provost offers an appointment to a person from outside the University as a Special Chair or Professor, the individual shall be considered for a faculty appointment, with a rank and category of appointment and a nominal salary, under the terms of this collective agreement. Such an individual shall be issued a letter and a contract as specified in Article 12.02.2 k).
 - c) The Provost issues a separate letter of appointment for the ACSP, whether or not the person already holds a faculty position in the University. A copy of the letter shall be sent to the Association. This letter shall specify:
 - i) The duration of the special appointment and whether or not it is renewable;
 - ii) The specific duties associated with the special appointment to be assigned by the Dean in the context of the Article 16 process;
 - iii) any special stipend and/or research grant in addition to the remuneration specified in the contract of Article 12.08. 3b
 - iv) Any other special conditions specific to the duties, mandate and renewal of the special appointment.
- 12.08.4
- If funding for an ACSP is no longer available, incumbents shall continue as faculty members in their category, at their academic rank, and with their nominal salary.
- 12.08.5
- Any inconsistencies between the terms of this Collective Agreement and the terms and conditions of the source(s) of

external funding for appointments to ACSPs shall be reconciled by agreement in writing between the Parties.

ARTICLE 13

APPOINTMENT OF LIBRARIANS

13.01 APPOINTMENTS

- a) The principal criteria for appointments are academic and professional excellence.
- b) To ensure that qualified Canadian candidates are considered for all positions at Concordia University, all job postings shall be advertised in the appropriate journals and newspapers prior to the consideration of candidates. Those applicants defined as Canadian at the time of application for a position as professional librarian shall be given first consideration and, all things being equal, shall be given priority.

"Canadian" means citizen of Canada, or one who on the date of application for a position at Concordia University is a permanent resident, or holds a ministerial permit as a consequence of being a refugee or being prohibited from applying for permanent resident status.

- c) The Parties agree that Concordia University would better advance the essential functions of the University, namely the pursuit, creation and dissemination of knowledge through teaching and research, if the diverse composition of Canadian society were better reflected in the Bargaining Unit. Therefore the Parties agree to encourage an increase in the proportion of members of under-represented designated groups as defined in the relevant legislation, to improve their employment status, and to ensure their full participation in the University community. The Parties therefore endorse the principle of equity in employment and agree to cooperate in the identification and removal of all barriers to the recruitment, selection, hiring, retention, and promotion of these designated groups, and other categories as may be designated in federal and provincial human rights legislation or agreed to by the Parties.
- d) To be appointed as a professional librarian an individual shall have an appropriate bachelor's degree and a graduate degree from an ALA-accredited library and information science program, or

approved equivalent training acceptable for membership in the Corporation of Professional Librarians of Québec.

- e) The criteria used to evaluate candidates for appointments, renewals, promotion and tenure shall not allow for systematic discrimination against members of designated groups.
- f) Based on a process of voluntary self-identification, the Employer shall create a confidential and separate database to identify membership in the designated groups. A parity committee consisting of two (2) members from each party shall oversee this process as per Article 12.01 e).
- g) A Joint Employment Equity Committee (JEEC) composed of three (3) persons shall ensure that fair hiring practices are observed for faculty and librarian members within the University as per Article 12.10 f). One (1) committee member shall be appointed by the Association and one (1) committee member shall be appointed by the Employer. These two appointees shall agree upon a third committee member. In addition, the Employer and the Association shall each appoint one (1) alternate. Committee members shall serve for two years.
- h) The Library/Department shall have a JEEC-approved action plan that encourages the recruitment and hiring of librarians from designated groups. The JEEC shall forward the approved action plan(s) to the appropriate Vice-Rector and to the Association, with copies to the Director/Dean. When necessary, the JEEC may request that the Library/Department reconsider its plan.
- i) If the data on academic librarian availability indicates that a particular designated group is under represented, then, all things being equal, candidates from that designated group shall be given priority.

13.02 **APPOINTMENT PROCEDURES**

- 13.02.1
 - a) Reasonable efforts shall be made to fill vacancies promptly. Appointments are made by the appropriate Vice-Rector on the recommendation of the appropriate Director/Dean.
 - b) The authorization to fill a vacant position shall be provided by the appropriate Vice-Rector. Simultaneously, the Vice-Rector shall authorize the establishment of an Advisory

Search Committee (ASC), a body representative of the constituencies affected by the vacant position. Should the decision be made not to fill a vacant position, the appropriate Vice-Rector shall inform the Association of the reasons for this decision.

- 13.02.2
- a) The ASC is composed of the following: three (3) members, including one alternate, shall be full-time librarian members elected annually, by September 30th, by all full-time librarian members. Members who have served previously on the ASC are eligible for reelection. These elected members shall serve on any ASC. In addition, for each position to be filled, two (2) persons on the ASC shall be appointed by the Director/Dean to make it representative of the constituency to be served.
 - b) Within twenty (20) days of authorization to establish an ASC, an introductory meeting of the committee shall be called to review the posting, the required qualifications and general hiring procedures. Appropriate administrative personnel shall be invited to this introductory meeting.
 - c) The ASC shall elect by secret ballot a chair from its members to coordinate the committee's activities.
 - d) The ASC shall supervise the advertising of the vacant position, receive applications and interview candidates for the position. The following shall be the standard statement on advertisements for faculty and librarian positions: "Concordia University is committed to employment equity."
 - e) An internal posting shall be made in all Library departments and units and an e-mail shall be sent to all members not less than ten (10) days before the placing of an external advertisement so that internal candidates may be considered in accordance with Article 43.
 - f) If there is no acceptable internal candidate, the vacancy shall be advertised as the ASC deems appropriate. This may include notices to library schools, library listservs and/or local newspapers. The advertising copy shall be sent to the Association and the JEEC by the Director/Dean within ten (10) days of its placement. The qualifications relevant to each vacant position shall be clearly stated.

- g) The ASC shall prepare a list of all criteria used to establish a short-list of candidates and shall submit with its recommendation a reasoned report outlining its procedures and justifying its selection. A recommendation for appointment shall emanate from the ASC and shall be forwarded to the Director/Dean.
- h) If the Director/Dean agrees with the recommendation of the ASC, the Director/Dean shall forward the dossier to the JEEC for review within five (5) days of receipt of the recommendation as per Article 13.01 g). If the Director/Dean does not agree with the recommendation from the ASC, the file shall be returned to the ASC with a reasoned report within five (5) days.
- i) Within five (5) days of receipt of the dossier as per Article 13.01 g) the JEEC shall return the dossier to the Director/Dean together with its comments relative to issues of employment equity including salaries and rank.
- j) Within seven (7) days of receipt of the dossier from the JEEC, the Director/Dean shall forward the dossier, the JEEC report and a recommendation for appointment to the appropriate Vice-Rector with a rank, salary, duration of the appointment, job description and conditions of appointment (giving due consideration to the candidate's academic qualifications, experience, publications, and other credentials) which have been negotiated with the candidate. A copy of this recommendation shall be sent at the same time to the JEEC.
- k) Appointments are made by the appropriate Vice-Rector, who shall issue a letter of appointment within ten (10) days of the receipt of the dossier. These documents shall be sent to the Association at the same time. The letter of appointment and contract shall include the duration of the appointment, rank, the applicable components of salary, job description, conditions of the appointment, and the Division to which the member will be assigned at the time of the appointment. Once the signed contract is received by the Employer, a copy of it shall be sent to the Association and to the Director/Dean.

13.03

RANKS AND CATEGORIES OF APPOINTMENT

All librarian appointments under this Collective Agreement shall be made in one of the following ranks: Librarian I, Librarian II, Associate Librarian, Senior Librarian.

Appointments shall be made in one (1) of the following categories:

- a) probationary appointment - an appointment in a tenure-track position of approximately three (3) academic years ending May 31, during which the performance of the individual shall be reviewed for the purpose of reappointment in accordance with Article 15.02. If the initial appointment is made at the rank of Librarian I, the length of the first contract may be for two (2) academic years rather than three (3);
- b) tenured appointment - an appointment without term, which may be terminated only in accordance with the provisions of this Collective Agreement;
- c) limited term appointment - an appointment which is limited to a stated term and which carries no implication that the appointee shall be reappointed or considered for tenure;
- d) visiting librarian or appointment in residence - an appointment granted the visiting designation before the rank (e.g. Visiting Associate Librarian) or an "in residence" designation (e.g. Librarian in Residence) which is limited to a stated term and which carries no implication that the appointee shall be reappointed or considered for tenure. Individuals holding such appointments are governed by the provisions in Article 13.05. Visiting librarians will normally be on leave from a permanent position in another institution or organization or come to Concordia post-retirement.

13.04

LIMITED TERM APPOINTMENTS

- a) Limited Term Appointments (LTA) shall be made only for one (1) of the following purposes:
 - i) to appoint a suitably qualified person to replace a librarian member who is on leave;

- ii) to fill an open tenure-track position on a temporary basis after the position has been advertised;
 - iii) to respond on a temporary basis to specific service or operational needs.
- b) All first-time, and should the requirements of the position change, subsequent limited term appointments shall be made in accordance with the appointment procedures specified in Articles 13.01, 13.02, and 13.03.
- c) The letter of appointment shall state the duration, rank, salary, job description, and conditions of appointment, with specific reference to the clause in Article 13.04 a) which applies. Limited term appointments shall be for at least six months duration.
- d) LTA members shall have duties and responsibilities as specified in Article 17.06.
- e) Limited term appointments, including renewals, shall not exceed thirty-six (36) months. The initial appointment may be renewed, or in exceptional circumstances a new contract offered, provided the total duration does not exceed thirty-six (36) months or a span of three consecutive years. However, an individual shall wait for a period of at least twenty-four (24) months before being eligible for a new limited-term appointment after having completed thirty-six (36) months of appointments or contracts spanning three (3) consecutive academic years.
- f) Members who are offered a renewal of their limited term appointment in accordance with Article 13.04 e), shall be informed of such an offer by the appropriate Vice-Rector at least two (2) months before the end of their contract.
- g) Members with limited-term appointments are subject to all provisions of this Collective Agreement except the clauses dealing with Promotion in Article 15, and the articles dealing with Tenure (Article 19), and Salary beginning with Article 40.02. Notwithstanding the exception of Article 15, the initial rank may be changed from Librarian I to Librarian II after the member has acquired two years of experience.
- h) Notwithstanding Article 13.04 g) above, members with a limited term appointment that is longer than twelve (12) months shall be

eligible for salary adjustments in accordance with Articles 20, 39, and 40.

- i) Members with limited term appointments, upon application, shall be short-listed and interviewed for any open tenure-track librarian position in the University. If a member with a limited term appointment secures a tenure-track position, the years of service accumulated on a limited term appointment, up to a maximum of two (2) years, shall be used for the purpose of promotion, tenure and sabbatical leave, if that member so requests. The request must be made at the time of the first probationary appointment, and the appropriate Vice-Rector shall insert a clause in the initial probationary contract specifying how the time in the LTA position is to be counted.

13.05

VISITING LIBRARIANS or APPOINTMENTS IN RESIDENCE

- a) When an opportunity occurs to appoint an authority in the field of library and information science as a visiting librarian in order to enhance objectives in the Library/Department, the appropriate Vice-Rector may make an appointment in this category, which is limited to a stated term, upon the recommendation of the DPC and the Division/Department Head, supported by the Director/Dean.
- b) Such appointments shall be for no longer than two (2) years.
- c) Individuals in this category are not subject to the provisions of Articles 13.01, 13.02, 15, 17, 19, 38, 39, 40 and 42.
- d) The duties and responsibilities shall be established in consultation with the Division/Department Head and the Director/Dean, and specified in the individual contract. The salary shall be commensurate with the assigned duties and responsibilities.

ARTICLE 14

REAPPOINTMENT, PROMOTION AND EVALUATION OF TENURE-TRACK AND EXTENDED TERM FACULTY MEMBERS

14.01 GENERAL CRITERIA

- 14.01.1 This article sets out general criteria for application on a University-wide basis. In addition, each Faculty Dean, after appropriate consultation, may adapt these criteria in a manner appropriate and reasonable to the particular academic area. In such a case the Dean shall inform all faculty members in writing, a reasonable period of time before such changes take effect.
- 14.01.2 The evaluation of full-time faculty shall be based upon the consideration of professional competence and potential for fulfilling academic responsibilities as defined in Article 16.
- 14.01.3 The evaluation of teaching shall be done by the faculty member's colleagues on the basis of student input, course outlines, and all other evidence of teaching effectiveness presented by the faculty member in a teaching dossier. The teaching dossier may include, but is not restricted to such items as the following:
- (a) a statement of the member's philosophy, objectives and methods of teaching, including reference to institutional and departmental teaching goals;
 - (b) a list of undergraduate and graduate courses, including directed studies and thesis supervisions, taught by the member;
 - (c) examples of course revision, curriculum development, and teaching methods such as evidenced by course outlines, assignments, final examinations and other materials the member deems appropriate;
 - (d) a record of the member's role in curriculum and instructional developments such as administrative and committee service for the Department, Faculty, or Senate related to pedagogy, and including directing and coordinating programs, guest lectures, and other presentations;

- (e) a record of the member's special contribution to teaching including teaching awards, publications and presentations, instructional development grants, participation in conferences and seminars on education/pedagogy, and other such evidence as the member deems appropriate.
 - (f) data from students including course evaluations, signed letters and testimonials.
- 14.01.4 A teaching evaluation questionnaire approved by the relevant Faculty Council shall be administered in all courses. All aggregate statistical information generated from them for members shall be submitted as a part of the teaching dossier. The Provost and the President of CUFA shall agree on four questions common to all student evaluation questionnaires.
- 14.01.5 The evaluation of research shall depend primarily on the judgment of the faculty member's disciplinary peers, and shall be made on the basis of evidence of scholarship such as publications, presentations of papers, exhibitions, performances, patents, copyrights, external recognition, grants, contracts and other awards, as presented by the faculty member in a research dossier.
- 14.01.6 The evaluation of service to the University, including participation in University governance and academic administration, service to the Association and the professional and academic community, shall depend primarily on the judgment of the faculty member's colleagues, and shall take into account evidence of such activities as presented by the faculty member in a service dossier.
- 14.01.7 The complete dossier consists of all three component parts: the teaching dossier (Article 14.01.3), the research dossier (Article 14.01.5), and the service dossier (Article 14.01.6).
- 14.01.8 The Department Chair and the Dean may supplement the dossier submitted by the candidate with relevant information at the start of the DPC stage of the proceedings. In this instance, the candidate shall be informed of the nature of this information, shall receive copies of all supplemental documentation and shall have five (5) days to provide any commentary relevant to this supplementary information. If the candidate subsequently sends additional information to the FPTC, a copy shall be sent to the DPC.

14.02 **EVALUATION OF PROBATIONARY FACULTY MEMBERS FOR THE PURPOSE OF REAPPOINTMENT**

- 14.02.1 All reappointments for probationary members shall be for a period of two (2) or three (3) years terminating on 31 May and not extending more than one year beyond the year of mandatory tenure consideration. Notwithstanding the above, reappointments which occur in the Fall term just before mandatory consideration for tenure shall be made for a one-year period.

- 14.02.2 The evaluation shall pay particular attention to the quality of the candidate's teaching, research activities, and publications as well as future potential. In addition, the candidate's participation in the life of the Department shall be considered.

- 14.02.3 An individual faculty member who is a candidate for evaluation for reappointment is expected to have fulfilled any special conditions in the previous contract.

- 14.02.4 Notwithstanding Article 12.03 (a), in the case of probationary appointments specifically indicated as made in a new program, the continuation of the position itself may be a criterion for renewal only within five (5) years of the year in which students were first enrolled in the program. The faculty member shall be so informed prior to appointment.

14.03 **PROMOTION OF PROBATIONARY FACULTY MEMBERS FROM LECTURER TO ASSISTANT PROFESSOR**

A probationary faculty member at the rank of Lecturer shall be promoted to the rank of Assistant Professor in the year in which she/he completes the doctoral degree and/or other final qualifications appropriate to the discipline.

14.04 **PROMOTION FROM ASSISTANT PROFESSOR TO ASSOCIATE PROFESSOR**

- 14.04.1 Upon the granting of tenure, which normally occurs during the fifth (5th) year, faculty members who hold the rank of Assistant Professor shall be promoted to the rank of Associate Professor.

- 14.04.2 In exceptional cases where performance is outstanding, early promotion to the rank of Associate Professor may occur prior to the granting of tenure. In all such cases, the evaluation shall pay

particular attention to ensure that there has been university teaching of appropriate scope, and significant published research, both of which have been demonstrated to be of excellent quality. In addition, independent research either individual or joint, beyond the level of the Ph.D. or terminal degree work, should have taken place after employment at Concordia.

- 14.04.3 In no case shall requests for early promotion to the rank of Associate Professor be considered prior to the third year of service at the rank of Assistant Professor at Concordia University.

14.05 **PROMOTION FROM ASSOCIATE PROFESSOR TO PROFESSOR**

The following criteria for promotion to the rank of Professor, while laying down the broad qualifications for the rank, are at the same time intended to provide sufficient flexibility to enable each academic unit to apply the standards it considers relevant to its field. While the career paths of individuals will vary, it is expected that the majority of tenured faculty members will meet the qualifications for this rank, albeit at different points, in their careers.

- 14.05.1 The rank of Professor may be attained by fulfilling any one of the following sets of criteria:
- 14.05.2 Research/scholarly achievement/creative professional work that is recognized as superior over a sustained period of time, together with university teaching that has been demonstrated over the years to be of good quality.

The candidate shall submit a research dossier to demonstrate that she/he has made a substantial contribution to her/his field through research, scholarly achievement or creative professional work. While the greatest weight will be given to research/scholarly achievement or creative/professional work, the candidate shall also submit a teaching dossier to demonstrate that her/his teaching has been of good quality.

In this category, a faculty member may be considered in the seventh (7th) and subsequent years as Associate Professor. In exceptional cases, an outstanding member may be considered for promotion before the seventh (7th) year.

- 14.05.3 Teaching that is recognized as superior over a sustained period of time together with scholarship/creative professional work which has been demonstrated over the years to be of good quality.

The candidate shall submit a teaching dossier to demonstrate that she/he has made a substantial contribution to higher education through teaching and other pedagogical activities. While the greatest weight will be given to the quality of teaching, the candidate shall also submit a research dossier to demonstrate that her/his scholarly activity or creative professional work has been of good quality.

In this category, a faculty member may be considered for promotion in the seventh (7th) and subsequent years as Associate Professor.

- 14.05.4 A combination of teaching; scholarship/creative professional work; and service to the academic and professional community that has been demonstrated over the individual's career to be of good quality.

The candidate shall demonstrate, by means of the complete dossier, that she/he has maintained a career profile that combines dedicated teaching, an ongoing engagement in scholarly work and service contributions to the University and the professional and academic community. It is understood that the greatest weight will be given to the candidate's aggregate contributions to the University over a sustained period of time, rather than to any one of the three areas of responsibility. It is also understood that teaching, research, and service might evolve and assume different proportions at various periods in a member's academic life.

In this category a faculty member may be considered for promotion after the twentieth (20th) year in the combined ranks of Assistant and Associate Professor.

- 14.05.5 A faculty member may apply for promotion or may be nominated with her/his consent. If the candidate had not requested the promotion, a refusal shall not appear in the candidate's personnel file. It is the responsibility of the members to prepare the requisite dossier even when they are nominated for promotion.

14.06 PROCEDURES AT THE DEPARTMENTAL LEVEL FOR REAPPOINTMENT AND PROMOTION TO ASSISTANT OR ASSOCIATE PROFESSOR

- 14.06.1 In evaluating the performance of a faculty member, the DPC (see Article 12.02) shall take into account all evidence brought forward in the candidate's complete dossier.
- 14.06.2 The DPC shall solicit and consider written submissions from other academic units with which the candidate is associated.
- 14.06.3 The Department Chair shall forward to the Dean the reasoned recommendation of the DPC, signed by its majority. A reasoned recommendation shall refer to criteria based on the appropriate articles in the Collective Agreement. Dissenting opinions shall be contained in a signed reasoned minority report. The Department Chair shall send copies of the reasoned report(s) to the candidate at the same time as they are sent to the Dean.
- 14.06.4 Requests for reappointment shall be submitted in writing to the Department Chair by October 15 of the year preceding the expiry of the probationary, extended term or research appointment.
- 14.06.5 A faculty member may apply for promotion or may be nominated with her/his consent. If the candidate had not requested the promotion, a refusal shall not appear in the candidate's personnel file.
- 14.06.6 Requests for promotion to the rank of Assistant or Associate Professor shall be submitted in writing to the Department Chair by January 31, in any given year.

14.07 PROCEDURES AT THE DEPARTMENTAL LEVEL FOR PROMOTION TO THE RANK OF PROFESSOR.

- 14.07.1 Written requests or nominations for promotion to the rank of Professor, together with the complete dossier; and where applicable, the nominee's written consent, shall be submitted to the Department Chair by October 1, in any given year.
- 14.07.2 Requests for promotion to the rank of Professor shall specify under which clause of Article 14.05 the application is being made.

14.07.3 Candidates for promotion to the rank of Professor shall include, as a part of their complete dossier, the names of six (6) individuals chosen in accordance with Article 14.07.4, who may act as evaluators. Up to three (3) evaluators shall be chosen by the DPC from the list provided by the candidate. The DPC may solicit one or two additional evaluations either from the candidate's list or from other evaluators chosen in consultation with the candidate. Evaluators shall receive the candidate's c.v. and other relevant supporting materials, and a copy of the relevant criteria as specified in the Collective Agreement.

14.07.4 When a faculty member is being considered for promotion to the rank of Professor it is the responsibility of the Department Chair, after consultation with the DPC and the candidate, to solicit evaluations in a timely fashion. Evaluations shall be solicited as follows:

- a) Evaluations of the research/creative professional work of candidates for promotion based mainly upon the scholarly/creative criterion shall be solicited from experts in the candidate's discipline at other universities and institutions. Every effort shall be made to choose individuals who hold the rank of Professor in the relevant discipline. However, it is recognized that depending upon the discipline, this may not always be possible.
- b) The quality of teaching of this category of candidate shall be assessed by the DPC based upon the teaching dossier presented by the candidate. In some cases, the DPC may wish to solicit evaluations from other individuals within the University who can attest to the candidate's teaching effectiveness. Any such evaluators shall be chosen in consultation with the candidate.
- c) Evaluations of the teaching quality of candidates for promotion based mainly upon the teaching criterion shall be solicited from experts in the candidate's discipline both at other universities or institutions and at Concordia who can attest to the candidate's effectiveness as a teacher and her/his contribution to pedagogy in the discipline.
- d) The quality of the scholarship of this category of candidate shall normally be assessed by the DPC based upon the research dossier presented by the candidate. In some cases

the DPC may wish to solicit evaluations from other individuals within the University, or outside, if the candidate so wishes, who can attest to the quality of the candidate's scholarship/creative work. Any such evaluators shall be chosen in consultation with the candidate.

- e) Evaluations of a candidate for promotion based upon a combination of teaching, scholarship/creative professional work, and service to the academic and professional community shall normally be solicited from individuals within the University who can attest to the candidate's competence. It is understood that particular emphasis will be given to the candidate's aggregate contribution over her/his entire career.
- f) All evaluations shall be based upon the dossiers in accordance with Article 14.01.
- g) The DPC shall decide by majority vote, by secret ballot, whether to approve or reject the candidate's application for promotion to the rank of Professor. The DPC's signed, reasoned recommendation, together with all the dossiers and evaluation reports, shall be transmitted by the Department Chair to the Dean by February 1 of the academic year of the candidate's application. Dissenting opinions may be submitted in a signed, reasoned minority report. A copy of the DPC report(s) shall at the same time be sent to the candidate.

14.08 THE FACULTY PERSONNEL and TENURE COMMITTEE (FPTC)

14.08.1 There shall be a single pool of FPTC members (the FPTC pool) in each Faculty, as set out in Article 14.08.4. Faculty Personnel and Tenure Committees (FPTCs) shall be established from the members of the FPTC pool as explained in Article 14.08.4, to review recommendations made by the DPCs (Article 12) and the DTCs (Article 18) in each Faculty.

14.08.2 The term of service of members of the FPTC pool shall be two (2) years. In Faculties with more than four (4) Departments, the FPTC pool shall consist of six (6) members, elected so that each year three (3) new members are elected and three (3) members continue into the second year of their term. In Faculties with four (4) or fewer Departments, the FPTC pool shall consist of eight (8) members,

elected so that each year four (4) new members are elected and four (4) members continue into the second year of their term. If an elected member is unable to serve for the entire two-year term, another member shall be elected to complete the balance of the term.

- 14.08.3 To be eligible for election, members must be full-time and tenured. Although faculty members are not eligible to serve as members of the FPTC while on leave, they may be elected while on leave for service on their return in the following academic year.
- 14.08.4
- a) For each case emanating from a DPC or a DTC in Faculties with more than four (4) Departments, there shall be an FPTC composed of four (4) voting members and the Faculty Dean who shall serve as Chair. In Faculties with four (4) or fewer Departments the FPTC shall be composed of six (6) voting members and the Faculty Dean who shall serve as Chair.
 - b) Each Faculty Council shall establish an impartial procedure for selecting and rotating the voting members for each case, as per Article 14.08.4 a), from the elected FPTC pool members. The quorum shall be the Chair and the voting members thus selected. To exercise the right to vote on any matter under consideration by the FPTC, a voting member must be present for the entire period of deliberation related to that matter. The impartial procedure shall be established within 90 days of the signing of the collective agreement and shall be immutable during the life of this collective agreement.
 - c) If a member of the FPTC pool is a member of the same Department as a candidate being considered by the FPTC, that member shall not serve on the FPTC during consideration of this candidate.
- 14.08.5 Each Faculty Council shall establish an Elections Committee. The Elections Committee shall supervise the nomination process and each FPTC election. The Elections Committees shall ensure that in any given year the new members are from different Departments. The Elections Committees shall also ensure that there is a balanced representation of the disciplinary sectors in the FPTC pool.

- a) The Elections Committee shall determine that all nominees are willing to serve as members of the FPTC for two (2) years.
- b) The elections shall be held in each Faculty on or before April 15 and shall be supervised by the Faculty's Elections Committee. Voting shall be by secret ballot. All full-time faculty members who are probationary, tenured or ETA members and not on leave at the time of the election shall be eligible to vote.

14.09 **PROCEDURES AT THE FACULTY LEVEL**

- 14.09.1 Each Dean shall review all DPC recommendations with the FPTC. For the purpose of reappointment and promotion, the Dean is a non-voting member of the FPTC. This committee, having studied the candidate's dossier, shall vote by secret ballot, and shall present its reasoned recommendations and a numerical record of the vote to the Dean in writing.
- 14.09.2 In the case of reappointment, the Dean shall forward to the Provost the recommendation by November 30. In the case of promotions to the rank of Assistant or Associate Professor, the Dean shall forward to the Provost the recommendations of the FPTC by April 30. In all cases the Dean shall either endorse these recommendations or forward her/his own reasoned recommendations as well, in the event that they are different. The Dean shall attach thereto the reasoned recommendations and the report resulting from the evaluation at the Department level. The Dean shall also send a copy of all reasoned recommendations made at the Faculty level to the faculty member, the Chair of the DPC and the Department Chair.
- 14.09.3 In the case of promotion to the rank of Professor, the FPTC shall receive and review the entire dossier from the DPC. The FPTC may solicit one or two additional evaluations from individuals chosen in consultation with the candidate. In such cases the Dean shall so inform the Department Chair and the DPC.
- 14.09.4 In the case of promotion to the rank of Professor, the FPTC shall forward its signed, reasoned report to the University Committee on Promotion to Professor (see Article 14.11) by March 15. At the same time, the FPTC shall send its report to the candidate. In this case, the Dean shall not make a separate recommendation.

- 14.09.5 Notwithstanding Article 21.04, if the DPC and the FPTC each vote by at least seventy-five percent (75%) of their full membership to reject a request for promotion to the rank of Professor, consideration of such promotion shall be terminated with no right of appeal.

14.10 **REVIEW AT THE UNIVERSITY LEVEL**

Responsibilities of the Provost

- 14.10.1 It is the responsibility of the Provost to make decisions regarding contract renewal and promotion, except promotion to the rank of Professor.
- 14.10.2 Every effort will be made to communicate all promotion decisions to the member by May 15 of the same academic year as the request for promotion. In all cases of denial of promotion or contract non-renewal, the Provost shall provide the candidate with a reasoned written report setting out the considerations that led to the refusal.
- 14.10.3 These decisions are subject to appeal in accordance with Article 21.
- 14.10.4 A full-time faculty member in a probationary appointment whose contract terminates at the end of the academic year, and who is not being offered reappointment for the following academic year, shall be so notified by the Provost, with copies of the notification sent to the Chair of the DPC, the Department Chair and the Faculty Dean. Notification must be made by registered mail or by courier delivery to the address of the person on record in the Office of Academic Relations. If notification is by registered mail, the letter shall be mailed on or before December 15, or by the first working day thereafter if December 15 falls on a Saturday or Sunday. If notification is by courier, the letter will be delivered no later than December 20.
- 14.10.5 Except for cases proceeding through Article 14.11.7, when the reappointment or promotion procedure has been completed and a decision taken, the candidate may consult her/his file and may request copies of any evaluations.
- 14.10.6 In the case of reappointment, if the appeal provisions of Article 21 apply, no contract can be issued until the appeal, if lodged, has been decided.

14.11 **UNIVERSITY COMMITTEE ON PROMOTION TO PROFESSOR**

- 14.11.1 The University Committee on Promotion to Professor (UCPP) shall make decisions regarding promotion to the rank of Professor based on the dossiers submitted by the candidate, the evaluations received at the DPC and the FPTC levels, and on the recommendations of the DPC and the FPTC.
- 14.11.2 The membership of UCPP shall be as follows: the Provost, Faculty Deans and the Dean of the School of Graduate Studies.
- 14.11.3 The UCPP shall be chaired by the Provost.
- 14.11.4 The UCPP shall receive, by March 15, the full dossier of the candidate which includes any documents originating from and responsive to procedures at the departmental and Faculty levels.
- 14.11.5 The UCPP shall forward a list of those promoted to the Board of Governors in time for the May meeting of the Board. The effective date of the promotion is the June 1st following the application.
- 14.11.6 The Provost shall provide each candidate and the Department Chair, with a copy of the UCPP report concerning her/his promotion.
- 14.11.7 Immediately following the May meeting of the Board of Governors, the candidate may consult her/his file and may request copies of any evaluations.
- 14.11.8 Only the candidate may appeal the decision on promotion to the rank of Professor to the University Appeals Board.

14.12 **EVALUATION OF EXTENDED TERM FACULTY MEMBERS FOR THE PURPOSE OF REAPPOINTMENT**

- a) ETA Members are eligible for renewal of their extended term appointments subject to the following conditions:
 - i) For renewal of initial appointments of three (3) years, a very good performance evaluation in teaching and satisfactory service are expected. For all other renewals, satisfactory performance evaluation in teaching and service is expected. The performance evaluation shall be carried out by the DPC

with a recommendation forwarded to the Dean for consideration by the FPTC.

ii) on-going work, based on concrete information at the time of reappointment, is available for which they are qualified. The parties agree that work is available when the number of probationary and tenured members is insufficient to cover the Department's or Faculty's teaching and service commitments for which the ETA member is qualified. In the case where there is insufficient work for all ETAs in a Department or Faculty, any extended term positions remaining shall be allocated based on performance and relevant qualifications. All things being equal, seniority shall be considered. The Parties further agree that the duties and responsibilities of individuals holding extended term appointments normally include the categories in Article 16.01 a) and c). Any dispute of the issues in this Article is governed by Article 22.

b) For the renewal procedure, see Article 14.06.

14.13

PROMOTION OF EXTENDED TERM FACULTY MEMBERS

- a) Promotion from Lecturer to Senior Lecturer shall happen automatically with the granting of the third 5-year contract. Members holding extended term appointments may apply for early promotion at the same time they apply for their second 5-year contract. Criteria for early promotion are very good teaching and good service.
- b) In addition, members with extended term appointments at the rank of Lecturer and with ten (10) or more years of service at Concordia as of June 2002 shall automatically be promoted to Senior Lecturer with the signing of the current Collective Agreement. The promotion shall be retroactive to 1 June 2002.
- c) The ten (10) members who hold appointments at the rank of either Assistant or Associate Professor at the time of the signing of the current Collective Agreement may continue at their current rank, and may apply for promotion under Article 14.04 and Article 14.05, as appropriate. Alternatively they may elect to accept the rank of Senior Lecturer, provided they have ten (10) or more years of service at Concordia.

14.14 **PERFORMANCE EVALUATION**

- 14.14.1 A performance evaluation of all on-going members holding tenured and five-year extended term appointments shall take place in the Spring of every even-numbered year. Criteria for both Career Development Increments (CDI)/steps and merit (Article 39) shall be governed by Article 14.01. Members shall submit dossiers and shall be evaluated on their performance of assigned duties (Article 16), and other activities documented in their dossiers (Article 14.01). Satisfactory performance evaluation leads to the awarding of CDI/step in accordance with Article 39. The basis for merit shall be excellence in performance.
- 14.14.2 Performance in teaching, research and scholarship, and service to the University shall be evaluated by the Department Personnel Committee (DPC) and reviewed by the appropriate Dean with the FPTC.
- 14.14.3 On or before 1 February in even-numbered years, on-going members shall submit to the Academic Unit Head a dossier which covers their activities over the past two (2) years beginning 1 February and ending 31 January. Members who work in more than one academic unit may choose to submit their dossier to both units or may select one unit and arrange for input from the other unit. Members shall indicate, in a cover letter submitted with their dossier, whether they wish to be considered for merit.
- 14.14.4 Probationary members and members with three-year ETA appointment shall not be evaluated for the purpose of awarding CDI/step increase, but shall automatically be granted CDI/step increase in accordance with Article 39. They are not eligible for merit.
- 14.14.5 The Academic Unit Head shall convene the DPC and shall provide it with the dossier submitted by each member as well as any relevant additional documentation. The candidate shall receive copies of all supplemental documentation and shall have five (5) days to provide any commentary relevant to this supplementary information. The DPC shall evaluate all on-going members of the Department/Division. Based upon the evaluation, the DPC shall make recommendations regarding CDI/steps for all members, and merit awards for those who have applied.

- 14.14.6 The DPC shall prepare a reasoned report for each member. The report shall be sent to the Dean/ Director for review by 20 March. A copy shall be sent at the same time to the member.
- 14.14.7 The Dean shall review the DPC recommendations with the FPTC. When the FPTC agrees with a recommendation of the DPC, that recommendation becomes the decision; otherwise the Dean shall make the decision. The Dean shall inform each member in writing by 1 June of the decision.
- 14.14.8 Decisions on merit are not subject to Appeals (Article 21).

ARTICLE 15

REAPPOINTMENT, PROMOTION AND EVALUATION OF TENURE-TRACK LIBRARIANS

15.01 GENERAL CRITERIA

- 15.01.1 This article sets out general criteria for application on a University/Library-wide basis. In addition, the Director/Dean, after appropriate consultation, may adapt these criteria in a manner appropriate and reasonable to the particular library/academic area. In such a case the Director/Dean shall inform all librarian members in writing, a reasonable period of time before such changes take effect.
- 15.01.2 a) The evaluation of librarian members shall be based upon consideration of professional competence and potential for fulfilling the duties and responsibilities as defined in Article 17.
- b) The evaluation shall be done by the librarian member's colleagues on the basis of evidence brought forward by the member and all additional material brought forward in accordance with the provisions of this Article.
- 15.01.3 The evaluation of professional contributions to the Libraries' operation and development shall depend primarily on the judgment of the librarian member's colleagues and shall take into account evidence of such activities as presented by the librarian member in a Library service dossier.
- 15.01.4 The evaluation of research and scholarly activities shall depend primarily on the judgment of the librarian member's peers and shall be made on the basis of evidence of scholarship, such as publications, presentation of papers, external recognition, grants, contracts and other awards, as presented by the librarian member in a research dossier.
- 15.01.5 The evaluation of service to the University, including participation in university governance and academic administration, and service to the Association and the professional and academic community, shall depend primarily on the judgment of the librarian member's colleagues, and shall take into account evidence of such activities as presented by the librarian member in a service dossier.

- 15.01.6 The complete dossier consists of all three component parts: the Library service dossier (Article 15.01.3), the research dossier (Article 15.01.4), and the service dossier (Article 15.01.5).
- 15.01.7 Librarians in the Systems Office and librarians not attached to the Libraries shall be considered to be part of the Collection Services Division of the Libraries for the purpose of Article 15.
- 15.01.8 The Head of the Division and the Director/Dean may supplement the dossier submitted by the candidate with relevant information at the start of the DPC stage of the proceedings. In this instance, the candidate shall be informed of the nature of this information, shall receive copies of all supplemental documentation and shall have five (5) days to provide any commentary relevant to this supplementary information. If the candidate subsequently sends additional information to the LPC, a copy shall be sent to the DPC.

15.02 **EVALUATION OF PROBATIONARY LIBRARIAN MEMBERS FOR THE PURPOSE OF REAPPOINTMENT**

- 15.02.1 All reappointments for probationary members shall be for a period of two (2) or three (3) years terminating on May 31 but shall not extend more than one year beyond the year of mandatory tenure consideration. Notwithstanding the above, reappointments which occur in the Fall term just before mandatory consideration for tenure shall be made for a one-year period.
- 15.02.2 The evaluation shall pay particular attention to the quality of the candidate's performance in her/his assigned duties and research activities in light of Article 17 as well as future potential. In addition, the candidate's participation in the life of the Library/Department shall be considered.
- 15.02.3 A member who is a candidate for evaluation for reappointment is expected to have fulfilled any special conditions in the previous contract.

15.03 **PROMOTION OF PROBATIONARY LIBRARIAN MEMBERS FROM LIBRARIAN I TO LIBRARIAN II**

- 15.03.1 Following the initial reappointment, which normally occurs during the second year, a probationary member who holds the rank of Librarian I shall be promoted to Librarian II.

15.04 **PROMOTION FROM LIBRARIAN II TO ASSOCIATE LIBRARIAN**

- 15.04.1 Upon the granting of tenure, which normally occurs during the fifth (5th) year, members who hold the rank of Librarian II shall be promoted to the rank of Associate Librarian.

- 15.04.2 Promotion to Associate Librarian may occur separately from the granting of tenure. In all such cases, the evaluation shall pay particular attention to ensure that there has been successful fulfillment of duties and responsibilities as defined by the individual's job description, wherein the member has demonstrated performance above the level expected for the rank of Librarian II. The evaluation shall take into consideration contributions to the goals of the Library/University and to the advancement of the profession through participation in professional associations and related activities, activities in enquiry and research which may result in advanced degrees or publications, and contributions to the goals of the organization of which the Library is a part (e.g. participation on university committees).

- 15.04.3 In no case shall requests for early promotion to the rank of Associate Librarian be considered prior to the third year of service at the rank of Librarian II at Concordia University.

15.05 **PROMOTION FROM ASSOCIATE LIBRARIAN TO SENIOR LIBRARIAN**

The following criteria for promotion to Senior Librarian, while laying down the broad qualifications for the rank, are at the same time intended to provide sufficient flexibility to enable the Library to apply the standards it considers relevant to its field. While the career paths of individuals will vary, it is expected that the majority of tenured librarian members will meet the qualifications for this rank, albeit at different point in their careers.

- 15.05.1 The rank of Senior Librarian may be attained by fulfilling any one of the following sets of criteria:

- 15.05.2 Research/scholarly achievement/creative professional work that is recognized as superior over a sustained period of time, together with library service that has been demonstrated over the years to be of good quality.

The candidate shall submit a research dossier to demonstrate that she/he has made a substantial contribution to her/his field through research and scholarly achievement or creative professional work. While the greatest weight will be given to research and scholarly achievement, the candidate shall also submit a library service dossier to demonstrate that her/his service to the operation and development of the Library as an academic service and resource has been of good quality.

In this category, a librarian member may be considered for promotion in the seventh (7th) and subsequent years as Associate Librarian. In exceptional cases, an outstanding librarian member may be considered for promotion before the seventh (7th) year.

- 15.05.3 Library service that is recognized as superior over a sustained period of time, together with scholarship/creative professional work which has been demonstrated over the years to be of good quality.

The candidate shall submit a library service dossier to demonstrate that she/he has made a substantial contribution to the operation and development of the Library as an academic service and resource. While the greatest weight will be given to library service, the candidate shall also submit a research dossier to demonstrate that her/his scholarly activity has been of good quality.

In this category, a librarian member may be considered for promotion in the seventh (7th) and subsequent years as Associate Librarian.

- 15.05.4 A combination of library service, scholarship/creative professional work and service to the community that has been demonstrated over the individual's career to be of good quality.

The candidate shall demonstrate, by means of a library service dossier, research dossier and University and community service dossier that she or he has maintained a career profile that combines library service, an ongoing engagement in scholarly work and significant service contributions to the University and the professional and academic community.

It is understood that the greatest weight will be given to the candidate's aggregate contributions to the University over a sustained period of time, rather than to any one of the three areas of responsibility.

In this category, a librarian member may be considered for promotion after the twentieth (20th) year in the combined ranks of Librarian II and Associate Librarian.

- 15.05.5 A librarian member may apply for promotion or may be nominated with her/his consent. If the candidate had not requested the promotion, a refusal shall not appear in the candidate's personnel file. It is the responsibility of librarian members to prepare the requisite dossier even when they are nominated for promotion.

15.06 **PROCEDURES AT THE DIVISIONAL LEVEL FOR ALL REAPPOINTMENTS AND FOR PROMOTION TO ASSOCIATE LIBRARIAN**

- 15.06.1 Each division of the Library shall elect a Divisional Personnel Committee (DPC) which shall make recommendations about reappointment and promotion, except for promotions to Associate Librarian that are concurrent with the granting of tenure and depend upon the criteria and procedures for tenure as stated in Article 19, as well as appointments (see Article 13) and performance evaluation for the purpose of CDI/Steps and merit (see Article 15.12) of full-time librarian members.

- 15.06.2 Members of the DPC shall be elected for two (2) years by secret ballot from the full-time tenured librarian members of the division by April 30. The committee shall be composed of at least three (3) full-time tenured librarian members from the division and may be composed of a larger number, up to a maximum of 20% of the librarian members in the division. The DPC shall elect its own Chair from among its members by secret ballot.

- 15.06.3 a) The Chair of the DPC shall aid the DPC by soliciting all relevant documentation as requested.
- b) The immediate supervisor of a librarian member shall prepare a reasoned recommendation for the DPC concerning the member's contribution to library service and send it to the member and the Chair of the DPC at least two (2) weeks before any dossier must be submitted.

- 15.06.4 In evaluating the performance of a librarian, the DPC shall take into account all evidence brought forward in the candidate's dossier as well as any supplemental material that has been brought forward in accordance with this Article.
- 15.06.5 The DPC shall solicit and consider written submissions from other Library and University units with which the librarian is associated.
- 15.06.6 The Chair of the DPC shall forward to the Director/Dean the reasoned recommendation of the DPC, signed by the majority of its members. A reasoned recommendation shall refer to criteria based on the appropriate articles in the Collective Agreement. Dissenting opinions shall be contained in a signed, reasoned minority report. The Chair of the DPC shall send copies of the reasoned report(s) to the candidate at the same time as they are sent to the Director/Dean.
- 15.06.7 Requests for reappointment shall be submitted in writing to the Director/Dean with a copy to the Division Head by October 15 of the year preceding the expiry of the probationary appointment.
- 15.06.8 A member may apply for promotion or may be nominated with her/his consent. If the candidate has not requested the promotion, a refusal shall not appear in the candidate's personnel file.
- 15.06.9 Requests for promotion to the rank of Associate Librarian shall be submitted in writing to the Director/Dean with a copy to the Division Head by January 31, in any given year.
- 15.07 **PROCEDURES AT THE DIVISIONAL LEVEL FOR PROMOTION TO THE RANK OF SENIOR LIBRARIAN**
- 15.07.1 Written requests or nominations for promotion to the rank of Senior Librarian together with the complete dossier, and where applicable, the nominee's written consent, shall be submitted to the Director/Dean with a copy to the Division Head by October 1 in any given year.
- 15.07.2 Requests for promotion to the rank of Senior Librarian shall specify under which clause of Article 15.05 the application is being made.

15.07.3 Candidates for promotion to the rank of Senior Librarian include, as part of their complete dossier, the names of six (6) individuals chosen in accordance with Article 15.07.4, who may act as evaluators. Up to three (3) evaluators shall be chosen by the DPC from the list provided by the candidate. The DPC may solicit one or two additional evaluations either from the candidate's list or from other evaluators chosen in consultation with the candidate. Evaluators shall receive the candidate's c.v. and other relevant supporting materials, and a copy of the relevant criteria as specified in the Collective Agreement.

15.07.4 When a librarian member is being considered for promotion to Senior Librarian, it is the responsibility of the Chair of the DPC after consultation with the DPC and the candidate, to solicit evaluations in a timely fashion. Evaluations shall be solicited as follows:

- a) Evaluations of the research/creative professional work of candidates for promotion based mainly upon the scholarly criterion shall be solicited from experts in the candidate's fields of activity at other universities and institutions.
- b) The quality of library service of this category of candidate shall be assessed by the DPC based upon the library service dossier presented by the candidate. In some cases, the DPC may wish to solicit evaluations from other individuals within the University who can attest to the candidate's effectiveness in library service. Any such evaluators shall be chosen in consultation with the candidate.
- c) Evaluations of the quality of library service of candidates for promotion based mainly upon the library service criterion shall be solicited from experts both at other universities or institutions and at Concordia who can attest to the candidate's effectiveness in library service and his or her contribution in the operation and development of the Library as an academic service and resource.
- d) The quality of the scholarship of this category of candidate shall normally be assessed by the DPC based upon the research dossier presented by the candidate. In some cases the DPC may wish to solicit evaluations from other individuals within the University who can attest to the

quality of the candidate's scholarship. Any such evaluators shall be chosen in consultation with the candidate.

- e) Evaluations of a candidate for promotion based upon a combination of library service, scholarship and service to the academic and professional community shall normally be solicited from individuals within the University who can attest to the candidate's competence. It is understood that particular emphasis will be given to the candidate's aggregate contribution over her/ his entire career.
- f) All evaluations shall be based upon the dossiers prepared by the candidate in accordance with Article 15.01, as well as supplemental materials as per Article 15.01.8.
- g) The DPC shall decide by majority vote, by secret ballot, whether to approve or reject the candidate's application for promotion to Senior Librarian. The DPC's signed, reasoned recommendation, together with all the dossiers and evaluation reports, shall be transmitted by the Chair of the DPC to the Director/Dean by February 1 of the academic year of the candidate's application. Dissenting opinions may be submitted in a signed, reasoned minority report. A copy of the DPC report(s) shall at the same time be sent to the candidate.

15.08 **THE LIBRARY PERSONNEL COMMITTEE**

The Library shall have a Library Personnel Committee (LPC) as follows:

- 15.08.1 The LPC shall consist of four (4) full-time tenured members, elected in the following manner: the Association shall name a slate of a maximum of four (4) candidates; the Director shall name a slate of a maximum of four (4) candidates; an election by all librarian members shall be held.
- 15.08.2 Four (4) full-time tenured member alternates shall be elected in the following manner: the Association shall name a slate of a maximum of four (4) candidates; the Director shall name a slate of a maximum of four (4) candidates; an election by all members shall be held. Alternates are called to serve in alphabetical order.
- 15.08.3 Effort should be made to ensure that the slate of candidates for the LPC is representative of the Library divisions.

15.08.4 The term of service as a regular elected member of the LPC shall be one (1) year. Alternates in a given year shall automatically become the regular LPC members in the following year. A new group of alternates will then be elected in accordance with the procedure set out in Article 15.08.2.

15.08.5 A quorum of LPC shall be all four (4) elected members for any specific case.

15.09 **PROCEDURES AT THE LIBRARY LEVEL**

15.09.1 The Director shall review all DPC recommendations with the Library Personnel Committee (LPC) which the Director shall convene for this purpose. The Director is an ex-officio, non-voting member of the LPC. This committee, having studied the candidate's dossier, shall vote by secret ballot, and shall present its reasoned recommendations and a numerical record of the vote to the Director in writing.

15.09.2 In the case of reappointments the Director shall forward to the appropriate Vice-Rector the recommendations of the LPC by November 30. In the case of promotion to Associate Librarian, the Director shall forward to the appropriate Vice-Rector the recommendations of the LPC by April 30. The Director shall either endorse these recommendations or forward her/his own reasoned recommendations as well, in the event that they are different. She/he shall attach thereto the reasoned recommendations and the report resulting from the evaluation at the divisional level. She/he shall also send a copy of all reasoned recommendations made at the Library level to the member, the Chair of the DPC and the Division Head.

15.09.3 If the request before the LPC is for promotion to the rank of Senior Librarian, the LPC shall receive and review the entire dossier from the DPC. If necessary to make a decision, the LPC may solicit one or two additional evaluations from individuals chosen in consultation with the candidate, in which case the Director shall so inform the Division or Department Head and the DPC.

15.09.4 In the case of a request for promotion to the rank of Senior Librarian, the LPC shall forward its signed, reasoned report to the University Committee on Promotion to Senior Librarian (See Article 15.11) by March 15. At the same time, it shall send a copy of its report to the candidate. In this case, the Director shall not make a separate recommendation.

15.09.5 Notwithstanding Article 21.04, if the DPC and the LPC each vote by at least seventy-five (75%) of their full membership to reject a request for promotion to Senior Librarian, consideration of such promotion shall be terminated with no right of appeal.

15.10 **REVIEW AT THE UNIVERSITY LEVEL**

Responsibilities of the Appropriate Vice- Rector

15.10.1 It is the responsibility of the appropriate Vice-Rector to make decisions regarding contract renewal and promotion, except promotion to Senior Librarian.

15.10.2 Every effort will be made to communicate all promotion decisions to the member by May 15 of the same academic year as the request for promotion. In all cases of denial of promotion or contract non-renewal, the appropriate Vice-Rector shall provide the candidate with a reasoned written report setting out the considerations which led to the refusal.

15.10.3 These decisions are subject to appeal in accordance with Article 21.

15.10.4 A full-time member in a probationary appointment whose contract terminates at the end of the academic year, and who is not offered reappointment for the following academic year, shall be so notified by the appropriate Vice-Rector with copies of the notification sent to the Chair of the DPC and to the Director/Dean. Notification must be made by registered mail or by courier delivery to the address on record for the member. If notification is by registered mail, the letter shall be mailed on or before December 15, or by the first working day thereafter if December 15 falls on a Saturday or Sunday. If notification is by courier, the letter will be delivered no later than December 20.

- 15.10.5 Except for cases proceeding through Article 15.11.7, when the reappointment or promotion procedure has been completed and a decision taken, the candidate may consult her or his file and may request copies of any evaluations.
- 15.10.6 In the case of reappointment, if the appeal provisions of Article 21 apply, no contract can be issued until an appeal, if lodged, has been decided.
- 15.11 **UNIVERSITY COMMITTEE ON PROMOTION TO SENIOR LIBRARIAN**
- 15.11.1 The University Committee on Promotion to Senior Librarian (UCPSL) shall make decisions regarding promotion to Senior Librarian based on the dossiers submitted by the candidate, the evaluations received at the DPC and LPC levels and the recommendations of the DPC and the LPC.
- 15.11.2 The membership of the UCPSL shall be as follows: the Provost, the Director of Libraries, the Dean of the Faculty of Fine Arts and the Vice-Rector, Services.
- 15.11.3 The UCPSL shall be chaired by the Provost or Vice-Rector, Services, as appropriate.
- 15.11.4 The UCPSL shall receive by March 15, the full dossier of the candidate which includes any documents originating from and responsive to procedures at the divisional and library levels.
- 15.11.5 The UCPSL shall forward a list of those promoted to the Board of Governors in time for the May meeting of the Board. The effective date of the promotion is the June 1st following the application.
- 15.11.6 The Chair of the UCPSL shall provide the candidate with a copy of the UCPSL report concerning her/his promotion. In the case of refusal, the Chair shall provide the candidate and the Division Head with a reasoned written report.
- 15.11.7 Immediately following the May meeting of the Board of Governors, the candidate may consult her or his file and may request copies of any evaluations.
- 15.11.8 Only the candidate may appeal the decision on promotion to Senior Librarian to the University Appeals Board.

15.12

PERFORMANCE EVALUATION FOR THE PURPOSE OF CDI/STEPS AND MERIT

- 15.12.1 A performance evaluation of all on-going members holding tenured appointments shall take place in the Spring of every even-numbered year. Criteria for both Career Development Increments (CDI)/Steps and merit (Article 39) shall be based on Article 15.01. Members shall submit dossiers and shall be evaluated on their performance of assigned duties (Article 17) and other activities documented in their dossiers (Article 15.01). Satisfactory performance evaluation leads to the awarding of CDI in accordance with Article 39. The basis for merit shall be excellence in performance.
- 15.12.2 Performance in library service, research and scholarship, and service to the University shall be evaluated by the Divisional Personnel Committee (DPC) and reviewed by the appropriate Director/Dean with the LPC.
- 15.12.3 On or before 1 February in even-numbered years, on-going members shall submit to the Chair of the DPC a dossier which covers their activities over the past two (2) years beginning 1 February and ending 31 January. Members shall indicate, in a cover letter submitted with their dossier, whether they wish to be considered for merit.
- 15.12.4 Probationary members shall not be evaluated for the purpose of awarding a CDI/Step increase but shall automatically be granted a CDI/Step increase in accordance with Article 39. They are not eligible for merit.
- 15.12.5 The Chair of the DPC shall convene the DPC and shall provide it with the dossier submitted by each member as well as any relevant additional documentation. The candidate shall receive copies of all supplemental documentation and shall have five (5) days to provide any commentary relevant to this supplementary information. The DPC shall evaluate all on-going members of the Division. Based upon the evaluation, the DPC shall make recommendations regarding CDI/Steps for all members, and merit awards for those who have applied.

- 15.12.6 The DPC shall prepare a reasoned report for each member. The report shall be sent to the Director/Dean for review by 20 March. A copy shall be sent at the same time to the member.
- 15.12.7 The Director/Dean shall review the DPC recommendations with the LPC. When the LPC agrees with a recommendation of the DPC, that recommendation becomes the decision; otherwise the Director/Dean shall make the decision. The Director/Dean shall inform each member in writing by 1 June of the decision.
- 15.12.8 Decisions on merit are not subject to Appeals (Article 21).

ARTICLE 16

DUTIES AND RESPONSIBILITIES OF FACULTY

16.01 The duties and responsibilities of faculty members fall into three (3) categories.

- a) Teaching, which in general includes: the preparation, organization and presentation of course materials for credit courses and availability to students outside of class hours; curriculum development and preparation of course material for student use; the direction and evaluation of student progress in courses and practical work (including marking and timely submission of grades).
- b) Research and Scholarship, which in general includes: research, scholarly and critical or creative work within the faculty member's field; the dissemination of such work through respected publications, presentation of scholarly papers, exhibitions and performances, and other appropriate means; the supervision of student research and theses, and the seeking of external research funding as appropriate to the discipline and the member's research profile. The primary objectives of such research shall be to increase knowledge and understanding and to further the faculty member's teaching and scholarly competence.
- c) Service to the University and the Community, which in general includes: participation on University-wide bodies; administrative work; committee membership at the Department, Faculty and University levels, including student advising on academic matters; and the taking of an active part in scientific, cultural, educational, professional, governmental and social bodies, together with those activities involving expertise or popularization which are relevant to and compatible with the professorial role.

16.02 While the pattern of duties and responsibilities indicated in 16.01 varies among Departments and among individuals, these constitute the principal obligations of any faculty member holding a full-time appointment.

In accordance with the established departmental procedures, and by mutual agreement with the faculty member, the Department Chair, (Principal where appropriate) and the Dean(s), academic duties may be assigned and carried out in academic units other than the Department to which the member belongs.

- 16.03
- a) A member's teaching duties shall be assigned by the Dean by April 20 for the next academic year beginning with the summer term after consultation with the appropriate Department Chair who shall make a recommendation after due consultation with the member.
 - b) By April 1 the Department Chair shall inform each member of the Department in writing of the teaching assignments of all full-time faculty members of the Department for the current academic year. A copy shall be sent to the Association.
 - c) Any subsequent change to the teaching assignment as established according to the Article 16.03 a) requires the faculty member's consent. Such consent in no way constitutes a precedent. However, if unforeseen teaching needs require it, the Dean may, after consultation with the faculty member, readjust the teaching assignment. In doing so, the Dean shall take into account the impact of this readjustment on the other activities the faculty member intended to take on. The Dean shall give reasonable notice in writing to a faculty member whose teaching assignment is to be modified from the one as established in Article 16.03 a) above. The changed teaching assignment shall only substitute courses that the member has taught in the previous three (3) years.

16.04 The teaching assignment in any academic year shall be done in a fair and equitable manner, taking into account the member's research profile, service responsibilities and the nature of the courses assigned.

- 16.05
- a) When the teaching program of a Department or a Faculty includes courses in each of the three (3) terms of the academic year, the faculty member's teaching assignment is spread out over the fall and winter terms, unless there is a written agreement with the faculty member to the contrary. In the case of those Departments that offer programs in the Institute for Cooperative Education a faculty member's teaching assignment may be spread over any two (2) of three (3) terms, if the faculty member is participating in the programs, unless there is written agreement with the faculty member to the contrary.

Notwithstanding the above, and in the case of other special or extensive summer programs, a faculty member may, by mutual agreement, spread the teaching assignment over two (2) or three (3) terms, but no faculty member shall be required to teach during all three (3) terms except as specified in Article 16.12.

- b) Provision may be made for the averaging of the teaching assignment over a two (2) year period. Other duties and responsibilities will be adjusted to reflect the averaging of teaching duties.
- c) The distribution among the faculty members of a Department or Faculty of the specific courses assigned is carried out taking into account their particular qualifications, any special conditions of appointment, and other activities.

16.06 The teaching duties of a Faculty or Department shall be assigned, in the first instance, to on-going full-time faculty members of the Faculty or Department.

16.07 Teaching load refers to the number of courses assigned to a faculty member; teaching assignment refers to the specific courses that correspond to the teaching load in a given year.

PROBATIONARY AND TENURED MEMBERS

16.08 a) The parties consider that a teaching load of four (4) courses per academic year is appropriate for a faculty member who holds a probationary or tenured appointment where there is clear evidence of on-going productivity in research and scholarship. Such individuals will have active programs of research that include, where appropriate, external research funding and responsibility for the supervision of graduate and undergraduate students, theses or equivalent.

b) In addition, a teaching load not exceeding four (4) courses is appropriate in the first two years of a first probationary appointment to enable the faculty member to establish a research program and to prepare new courses.

c) In the yearly establishment of the teaching load, the Dean may:

i) increase the faculty member's teaching load if the evidence of research productivity and scholarship during the current and previous academic year does not accord with Article 16.08a), taking into account the extent of the member's service;

ii) reduce the member's teaching load as specified in Article 16. 08 a) and b) if the member combines the teaching assignment with assigned extensive administrative responsibilities (e.g., undergraduate or graduate program Director), or with heavy

responsibilities to manage and administer her or his research project(s).

- d) No probationary or tenured member shall be assigned more than twelve (12) courses over a two (2) year period, except as specified in Article 16.12 or, by mutual agreement, as per Article 16.05 b), provided the overload is offset by an equivalent reduction in the year immediately preceding or following the two year period.

EXTENDED TERM MEMBERS

16.09 The parties consider that a teaching load of a maximum of seven (7) courses per academic year is appropriate for members holding an Extended Term Appointment whose duties and responsibilities include minimal research and service to the University. The Dean shall reduce the member's teaching load if the member combines the teaching assignment with more extensive service. In considering a member's service contribution, the Dean shall take into account not only specifically assigned administrative duties, such as program directorships, but also such activities as course coordination, committee work, coaching of students for academic competitions and recruitment activities.

The minimum teaching load for Extended Term members will normally be four (4) courses per academic year.

LIMITED TERM MEMBERS

- 16.10 a) The parties consider that a teaching load of seven (7) courses in a given academic year is appropriate for a member holding a twelve (12) month limited term appointment whose duties and responsibilities include minimal research and service to the University. However, for a member holding a nine and a half (9 1/2) month LTA, a teaching load of six (6) courses is appropriate for the period of appointment.
- b) At least one (1) of the courses may be assigned in the summer term provided that twenty-two consecutive days are available for vacation as per Article 31.06.
- c) Members holding limited term appointments of twelve months or more, shall not teach more than fourteen (14) courses over a two (2) year period except as provided in Article 16.12.

16.11 Members on leave should be consulted and must be informed about their course assignments for the following year at the same time as other faculty members.

16.12 a) A member who has fulfilled the duties and responsibilities set out in this Article may, by mutual agreement, teach up to two (2) additional courses that have been scheduled and are available, for a teaching stipend equal to 12% of the Floor of Assistant Professor. Exceptionally, a member may teach a third additional course but only if at least one of the courses is scheduled and taught in the summer term. Probationary members holding their first contract may not teach more than one additional course per year.

b) i) The Dean/Director may pay a member an additional special teaching stipend not to exceed 80% of the teaching stipend specified in Article 16.12 a) for teaching a course which is characterized by the following:

- Students with particular and changing needs,
- Additional special administrative tasks,
- Demanding schedules.

Courses eligible for the special teaching stipend shall be so designated annually on a list sent to the Association by January 15 of the preceding academic year. For each course the amount of the special teaching stipend shall be indicated.

ii) The special teaching stipend shall be paid for teaching an eligible course whether it is part of the teaching assignment or part of additional teaching under Article 16.12 a).

c) Members who wish to teach additional courses should make their request in writing with supporting documentation to the Department Chair or the Program Director as appropriate, who shall forward the request to the Dean and the Association with a recommendation. The application deadline is January 15 for courses offered in the summer term and April 15 for courses offered in the Fall/Winter terms.

d) The courses available for additional teaching may be scheduled in any of the three terms, at the Dean's discretion, in light of the Faculty's needs and practices as per Article 16.01.

- e) The agreed additional courses shall be listed in the same workload letter as the regular courses. The amount to be paid for teaching each additional course shall be clearly indicated. Should the Dean/Director exceed the limits for additional teaching specified in Article 16.12 a), the Employer agrees to pay the Association a penalty equal to the teaching stipend for every additional course taught in excess of the limits specified.
- f) In a case where permission to teach a course (or courses) is denied, the Dean shall write to the member, with a copy to the Association, explaining her/his decision. Permission shall not be unreasonably withheld. In the case of a member whose teaching load has been reduced as set out in Article 16.08 c) ii), the Dean may deny a request to teach additional courses under this Article.

16.13 The definition for courses can be found in Article 2.

ARTICLE 17

DUTIES AND RESPONSIBILITIES OF LIBRARIANS

- 17.01 The duties and responsibilities of librarian members fall into three (3) categories:
- a) Library Service, participation in the operation and development of the Libraries as an academic service and resource for students, faculty and other members of the community which in general includes the following activities: library instruction programs; reference services; collection development and the management and maintenance of Library resources; systems applications; and the training and supervision of staff;
 - b) Research and Scholarship, development of their professional knowledge by engaging in scholarly activities and/or research;
 - c) Service to the University and the Community, which in general includes: participation on Library and other University committees; the sharing of the administrative work of the Library/Department where appropriate; and participation in professional, scientific, cultural or governmental organizations relevant to and compatible with the librarian member's professional role.
- 17.02 While the pattern of the duties and responsibilities referred to in Article 17.01 may vary from member to member, these constitute the principal obligations of any member holding a full-time appointment.
- 17.03 The job description, provided to the member at the time of hire, shall indicate the duties and responsibilities that are to be performed by the member. Any revisions to this job description shall be made in a fair and equitable manner and provided to the member in writing by the Director/Dean after consultation with the member and the Department Head, Division Head, or immediate supervisor, as appropriate. Changes in job descriptions shall normally take effect May 15. Changes in job descriptions of members in the Faculty of Fine Arts shall be made by the Dean in consultation with the members. Changes in the job descriptions of members in the Career Resource Centre shall be made by the Director of Counselling and Development in consultation with the member and the Department Head.

17.04

Individual duties and responsibilities as described in Article 17.01 shall be assigned by May 15 in writing by the Director/Dean after consultation with the appropriate Department or Division Head, or immediate supervisor, who shall make a recommendation after due consultation with the member.

- a) The assignment of service duties in the Library (Article 17.01 a) shall be done in a fair and equitable manner taking into account the professional responsibilities of the member referred to in Articles 17.01 b) and 17.01 c).
- b) If there is a clear evidence of scholarship and/or research in the member's research portfolio (Article 15.01), the service and administrative duties referred to in Article 17.01 a) shall be reduced accordingly. Such reduction, which may not exceed the equivalent of three (3) months in any one academic year, shall be granted by May 15.
- c) In the annual assignment the Director/Dean shall reduce the assigned duties of a member in the first two (2) years of a probationary appointment to enable the member to engage in scholarly activities and/or research.
- d) It is the Director/Dean's responsibility to inform all members, in writing by June 1, of the duties to be assigned. A copy shall be sent to the Association.
- e)
 - i) Any subsequent change to the assignment as established according to the preceding clauses requires the member's consent. Such consent in no way constitutes a precedent. A copy of the amended assignment and the written consent of the member shall be sent to the Association.
 - ii) Notwithstanding the above, if unforeseen needs require it, the Director/Dean may, after consultation with the member, adjust the assignment. In doing so, the Director/Dean shall take into account the impact of this adjustment on the other activities the member intended to take on and especially the impact on research activities. A copy of the new assignment shall be sent to the member and the Association.

- 17.05 With the prior agreement of the Director/Dean a member may apply to a recognized granting agency for a time release stipend or similar funding to be used if the application is successful. Such requests shall not unreasonably be denied by the Director/Dean.
- 17.06 Members on limited term appointments shall have most of their duties assigned in library service (Article 17.01 a) as there will be minimal expectations of research and scholarship (Article 17.01 b) and service to the University and community (Article 17.01c).

ARTICLE 18

TENURE FOR FACULTY

- 18.01 a) Tenure as an academic status means continuing appointment in a full-time faculty position as Professor or Associate Professor until resignation, retirement, or termination under the provisions of this Collective Agreement.
- b) Tenure is granted as a means to ensure academic freedom, a principle to which the university community is dedicated.
- c) The granting of tenure is a confirmation of a person's competence and commitment to the creative task of higher education.
- d) The Board of Governors confers tenure only on the basis of a judgment made by the members' peers in accordance with the procedures set forth in this Article.
- 18.02 Tenure shall not apply to administrative offices or to any other position outside the bargaining unit. However, a faculty member with tenure shall not relinquish tenure upon receiving such an appointment. When the administrative term of office of a faculty member with tenure is completed, or should that person resign prior to the end of the term of office, she or he shall revert to faculty status with uninterrupted tenure.
- 18.03 In the event that a tenured faculty member changes from one Department to another within the University, that person's tenured status shall be retained.
- 18.04 A tenured faculty member on reduced-time appointment as per Article 25 shall retain status as a faculty member with uninterrupted tenure.
- 18.05 Only members who hold a probationary appointment at the rank of Assistant Professor and above shall be eligible for tenure consideration.
- 18.06 A member shall only be considered for tenure if she or he has an existing or renewed contract extending at least one year beyond the year in which tenure is to be considered.
- 18.07 a) If the processes of consideration for tenure do not result in the granting of tenure, the candidate's appointment shall normally terminate May 31 of the calendar year following that in which the candidate received notification from the Provost that tenure had been refused.

- b) A member who has been refused tenure shall not be reconsidered for tenure with the exception of members who have been granted early consideration as per Article 18.13. Such individuals may come forward for tenure a second and final time one year later than normal mandatory consideration as defined in Article 18.10.

18.08

Criteria

The following two (2) criteria constitute the principal and essential grounds on which tenure consideration shall be based:

- i) the candidate's professional competence and promise as manifested in teaching performance;
- ii) the candidate's professional competence and promise as manifested by advanced degrees, research publications and/or artistic accomplishments where appropriate; the attraction of funds for research where appropriate and feasible, and continuing research and productivity.

18.09

In addition to satisfying the criteria in Article 18.08, a candidate for tenure shall have given evidence of ability and willingness to fulfill the service expectations of the Department, Faculty, and University.

18.10

Mandatory Consideration for Tenure

- a) Subject to the provisions of Article 18.12 an Assistant Professor shall be considered for tenure during the fifth (5th) year of full-time continuous service as Assistant Professor at Concordia University. - Subject to the provisions of Article 18.13 consideration may be given prior to the fifth (5th) year, but in no case shall consideration be given prior to the third (3rd) year at Concordia University.
- b) Subject to the provisions of Article 18.12 a faculty member appointed at the rank of Associate Professor or Professor shall be considered for tenure during the third (3rd) year of full-time continuous service as Associate Professor or Professor at Concordia University. Consideration may be given one year earlier subject to the provisions of Article 18.13.
- c) Subject to the provisions of Article 18.12, an Associate Professor whose initial appointment was at a lower rank shall be considered for tenure during the fourth (4th) year of full-time continuous

service at the ranks of Assistant Professor and above at Concordia University. Consideration may be given one year earlier subject to the provisions of Article 18.13.

- d) A year of full-time service shall mean the twelve (12) months from June 1 to May 31. If, however, the initial appointment is made between June 1 and September 15, the period from the date of appointment to May 31 shall count as a year of full-time service for the purpose of tenure consideration. If the initial appointment is made after September 15, the period from the date of appointment to May 31 shall not count as a year of full-time service for the purposes of Articles 18.10 a) to c).
- e) Only years of service at the University at the rank of Assistant Professor or higher spent in probationary, limited term or extended term appointments can be counted in calculating eligibility for tenure consideration.
- f) Should the years of service include a period of leave approved in accordance with Articles 32, 34, 35 and 36, a full year of service shall be counted for tenure consideration, provided the member has served at least nine (9) consecutive months at Concordia between June 1 and May 31; one-half (1/2) year of service shall be counted provided the member has served at least six (6) but less than nine (9) consecutive months between June 1 and May 31. No service shall be counted if the member has served less than six (6) consecutive months between June 1 and May 31.
- g) To be eligible for mandatory consideration for tenure a candidate may not have been on leave for any extended period during the residential teaching terms of the calendar year prior to consideration. However, a person may request early consideration for tenure as per Article 18.13.

18.11

Tenure on Appointment

- a) Notwithstanding Article 18.05, tenure may be conferred at the time of initial appointment to the University only at the rank of Associate Professor or Professor, and then only after a positive recommendation of the Departmental Tenure Committee (DTC) (see Article 18.14). The Department Chair shall convene a meeting of the DTC in order to consider a candidate for tenure on appointment.

- b) The DTC and the Department Chair shall each make a recommendation to the Faculty Dean concerning the conferral of tenure on appointment. The candidate for tenure on appointment shall not have the right to a hearing before the DTC but may be requested by the DTC to appear before it. The candidate shall not have the right to receive copies of the proceedings.
- c) The Dean shall review the DTC report, the candidate's dossier, and the Department Chair's report, and transmit them with her or his own comments, if any, to the Provost for consideration. With the concurrence of the Provost, the DTC recommendation for the conferral of tenure on appointment shall be transmitted by the Rector to the Board of Governors.

18.12

Deferral of Mandatory Tenure Consideration

- a) A member may request that consideration of tenure be deferred only once for a single period of one (1) or two (2) years for specific reasons, despite the fact that she or he has reached the stage defined in Article 18.10. In no case shall consideration for tenure be further delayed. The decision to grant or deny deferral shall be limited to a decision to grant or deny the deferral for the period requested by the member.
- b) The faculty member seeking deferral of mandatory tenure consideration has the burden of establishing her or his case in a letter outlining the reasons for the deferral request with supporting documentation, sent to the Department Chair, with copies to the Dean, the Provost and the Association by September 15, in the academic year in which consideration for tenure would otherwise be mandatory.
- c) Acceptable reasons for the deferral include extenuating circumstances such as Pregnancy and Parental Leave (Article 35), Sick Leave for more than six (6) months (Article 33) or other similar interruptions in the member's career development. Deferrals shall not be granted to members who request extra time to improve their tenure dossier unless there are circumstances that are beyond the member's control.
- d) The decision of the DTC that there are not sufficient grounds for deferral shall be final and binding. Such a decision shall not constitute a refusal of tenure, and the provisions for mandatory consideration of tenure as per Article 18.10 shall apply.

- e) Should the DTC agree to deferral, a reasoned recommendation shall be forwarded to the Dean by October 10. The Dean shall review the request for deferral and the reasoned report of the DTC and make a decision by October 20.
- f) Should the Dean agree to deferral, the member's tenure consideration shall be deferred. Should the Dean not agree to deferral, the matter shall be brought before the FPTC whose decision shall be final and binding.
- g) The granting of a deferral shall not prejudice a candidate's case for tenure in subsequent tenure consideration, nor shall it affect the Employer's right not to renew the appointment of a faculty member. If the faculty member's existing contract expires earlier than one year beyond the year in which tenure is to be considered, and if that contract is not renewed, there shall be no tenure consideration.

18.13

Early Consideration for Tenure

- a) A faculty member who seeks early consideration shall so request in writing to the Department Chair by September 15 with copies to the Dean, the Provost and the Association.
- b) The faculty member seeking early consideration for tenure has the burden of establishing her or his case in the letter and supporting documentation to the Department Chair. The tenure dossier shall not be submitted at this time.
- c) Grounds for early consideration are positions held and academic experience obtained prior to the probationary appointment at Concordia University.
- d) The Department Chair shall refer the request for early consideration to the DTC, which shall decide whether it shall consider the candidate for early tenure. Before deciding, the DTC may require additional submissions in writing from the faculty member, but in no case shall the DTC request the tenure dossier at this stage. The candidate may appear before the DTC, if asked to do so.
- e) The decision of the DTC that there are not sufficient grounds for early consideration shall be final and binding. Such a decision shall

not constitute a refusal of tenure, and the provisions for mandatory consideration of tenure as per Article 18.10 shall apply.

- f) Should the DTC agree to early consideration, a reasoned recommendation shall be forwarded to the Dean by October 10. The Dean shall review the request for early consideration for tenure and the reasoned report of the DTC and make a decision by October 20.
- g) Should the Dean agree to early consideration, the provisions of Article 18.15 shall apply. Should the Dean not agree to early consideration, the matter shall be brought before the FPTC whose decision shall be final and binding.

18.14 **Responsibility for Tenure Consideration**

18.14.1 The Department Tenure Committee (DTC)

- a) Except as provided in Article 18.14.2, each Department shall have a DTC as set out below.
- b) The DTC shall consist of:
 - i) the Department Chair, who shall have a vote;
 - ii) all the tenured faculty members of the Department (except excluded administrators; see Article 9.06) who are not on leave during the period in which the DTC meets.
- c) The DTC shall be chaired by the Department Chair, whether or not that person has tenure. Notwithstanding the above, if the Department Chair is being considered for tenure in that year, she or he shall not serve on the committee in that year. In this case the DTC shall elect its chair from among the remaining DTC members, and the person elected shall retain the right to vote.

18.14.2 Department with Two (2) or Fewer Tenured Members

In the event that the number of tenured faculty members of a Department, who are not on leave, is less than three (3), there shall be no DTC for candidates from that Department. Instead the candidates for tenure from that Department shall be considered

directly by the Faculty Personnel and Tenure Committee (FPTC) (see Articles 18.14.3, 18.16 and 14.08).

18.14.3 The Faculty Personnel and Tenure Committee (FPTC)

- a) The FPTC in the Faculty (Article 14.08) shall review all tenure recommendations made by the DTCs except for the decisions described in Articles 18.12 and 18.13.
- b) The rules on the composition and operation of the FPTC as set out in Article 14.08 shall also apply to tenure cases, except the Faculty Dean shall serve as voting Chair.

18.15 **Procedure for Tenure Consideration**

18.15.1 The DTC is constituted annually on or before September 15 and shall meet to consider every member of the Department who meets the conditions for mandatory consideration for tenure as set out in Article 18.10, or who has invoked the provisions of Article 18.12 or 18.13. In addition, the Department Chair shall convene the DTC to consider tenure on appointment (see Article 18.11) whenever necessary.

18.15.2 The Department Chair shall:

- a) make known to all full-time faculty members of the Department by September 15 the membership of the DTC;
- b) provide the DTC with the list of tenure candidates for consideration under the provisions of Article 18.10 as well as the names of those persons who have invoked the provisions of Article 18.12 or 18.13;
- c) by October 25 advise the tenure candidates to prepare a complete dossier (see 14.01) for the subsequent consideration of the DTC;
- d) convene the first meeting of the DTC by January 15, or earlier if there are requests for deferral or early consideration. Notice of this first meeting shall be sent to all members of the DTC at least one (1) week prior to the date of that meeting.

- 18.15.3 A faculty member whose contract indicates an appointment in more than one department shall be considered separately by the DTC for each of the departments. If the departments are in the same Faculty the DTC reports shall be sent to that FPTC for consideration. If the departments are in different Faculties the relevant FPTCs meet jointly as a single FPTC, co-chaired by the relevant Deans in order to arrive at a single recommendation. The Deans, as co-Chairs, shall have a single vote between them.
- 18.15.4 a) The burden of establishing and documenting the case for tenure rests with the candidate. The candidate is responsible for the preparation of a complete dossier (see 14.01), setting out the case for tenure. The dossier must be submitted to the Chair of the DTC by January 5 in the year in which the candidate is being considered, for transmission to the DTC by January 15. A faculty member who participates in the academic activity of academic units other than her or his department(s) (e.g. Colleges) is expected to include reference to such activity in the dossier which the candidate submits to the DTC(s) with supporting material.
- b) The dossier submitted by the candidate may be supplemented with relevant information by the Chair and the Dean at the DTC stage of the proceedings. The candidate shall be informed of the nature of this information and receive copies of all supplemental documentation and shall have five (5) days to provide any commentary relevant to this supplementary information.
- 18.15.5 If the candidate wishes external letters of support to be considered, she or he must include in the dossier the names of those of whom such letters have been requested. Referees should be asked to send such letters directly to the Chair of the DTC, for receipt by January 5.
- 18.15.6 The candidate shall appear in person before the DTC. Notification shall be given to the candidate at least one (1) week prior to the meeting. If the candidate wishes she or he may be accompanied by a colleague from the full-time faculty acting as advisor. The candidate and/or advisor must be prepared to answer relevant questions. The candidate shall have the right to table any additional documentation and/or bring any persons before the DTC in support of her/his candidacy. Any member of the DTC may introduce relevant information regarding a candidacy. It is the

Chair's responsibility to obtain and provide to the DTC all necessary documentation, including the statistical information from all course evaluations conducted, and copies of such material shall be made available to the candidate. The DTC shall have the right to invite any persons before it regarding a candidacy, and to request additional information on any aspect of the candidate's documentation. After all material has been presented and questioning has taken place, the candidate shall withdraw. The advisor shall remain for the discussion, but shall not vote unless she or he is a member of the DTC. In any case, advisors must respect the confidentiality of any ensuing discussion.

- 18.15.7 The DTC shall decide by majority vote of its members, by secret ballot, whether the granting of tenure should be recommended. Only those present during the hearing and the ensuing discussion referred to in Article 18.15.6 shall vote. The vote shall be recorded. The quorum shall be more than 50% of the faculty members of the DTC. Any abstention shall be considered a vote against recommending that tenure be granted.
- 18.15.8 The DTC recommendation on each candidate shall be made in the form of a reasoned report approved by the DTC. The report, after approval, is transmitted by the Chair of the DTC to the Dean as Chair of the FPTC with copies provided to all members of the DTC and to the candidate by March 1. The report shall be accompanied by the complete record, including the candidate's dossier.
- 18.15.9 In the case of a tie, the Department Chair shall submit to the FPTC a report reflecting both sides and approved by the DTC, with copies provided to all members of the DTC and the candidate.
- 18.15.10 Notwithstanding Article 18.15.8 and 18.15.9, submission to the FPTC of a separate signed minority report by March 1 is not precluded, provided that copies are also sent to the DTC and to the candidate.
- 18.15.11 The candidate may submit written supplementary statements to the FPTC, with copies for the DTC sent to its Chair, within the week following receipt of the documents set out above.
- 18.15.12 On receipt of the DTC report, the Dean shall verify that the procedures as set out in this document have been followed.

- 18.15.13 The Dean shall make available, as soon as possible, to the other members of the FPTC, the report and the dossier on each candidate from the DTC(s). The FPTC shall then meet to review each case. The FPTC or the Dean may require additional written or oral information or clarification from the candidate and/or the DTC. A request for such additional information or clarification to either party shall be accompanied by notification to the other party, and the latter shall be given the opportunity to respond to the additional material. The candidate and/or the DTC involved shall respond to requests for further information within five (5) days after they have been received. No other new material may be added at the level of the FPTC except as provided in Articles 18.15.10 and 18.15.11. Notwithstanding the above, letters from referees that had been requested as per Article 18.15.5 and that arrive too late for consideration by the DTC, shall nevertheless be added to the dossier at the FPTC level if there is a reasonable explanation for the delay. The Dean, in consultation with the Chair of the DTC, shall decide if the letter is admissible.
- 18.15.14 The FPTC shall decide either to confirm or reverse the recommendation of the DTC. The decision shall be reached by majority vote of the voting members, by secret ballot, on the basis of a resolution to confirm the recommendation of the DTC. Only those present for the entire consideration of the case shall vote. In the event of a tie vote by the DTC (see Article 18.15.9), the FPTC must make a decision. Any abstention shall be considered a vote against such confirmation.
- 18.15.15 The FPTC shall prepare a separate and reasoned report in writing for each candidate. The Dean shall forward this report to the Provost by May 1, with copies to the candidate and the Chair of the DTC, who shall inform the other members of the DTC about the recommendations. This report shall conclude either that tenure be recommended or that it be refused. It shall be accompanied by the DTC report(s) and the complete record, including the candidate's dossier.
- 18.15.16 The Provost shall notify the candidate and the Chair of the DTC of the recommendation for tenure or its refusal by May 7. If the appeal provisions of Article 21 apply, the Provost shall notify both the candidate and the DTC of their appeal rights. If no appeal is possible, the Provost shall forward the FPTC report, the DTC report(s), and the complete record, including the candidate's dossier to the Rector. However, if the provisions of Article 21 allow

an appeal, the Provost shall wait until May 21 before forwarding the file to the Rector, to allow for appeal either by the candidate or the DTC. If an appeal has been lodged, the Provost shall so inform the Rector.

- 18.15.17 The Rector shall verify that the FPTC has complied with the provisions set out in these regulations.
- 18.15.18 Where the FPTC has decided to refuse tenure, and no appeal is possible or has been lodged, the notification by the Provost to the candidate, referred to in Article 18.15.16, shall serve as formal University notification that tenure has been refused.
- 18.15.19 Where the FPTC has decided to confirm the DTC recommendation to grant tenure or has reversed the DTC recommendation not to grant tenure and no appeal has been lodged by the DTC, the Rector shall transmit the FPTC file and report on the candidate to the Board of Governors.
- 18.15.20 Where tenure is conferred by the Board of Governors, it shall be effective the June 1 following the application. The Secretary of the Board of Governors shall so inform the candidate.

18.16 **Special Provisions for a Department with Two (2) or Fewer Tenured Members**

- 18.16.1 The burden of establishing and documenting the case for tenure rests with the candidate. The candidate is responsible for the preparation of a complete dossier (see 14.01), setting out the case for tenure. The dossier must be submitted to the Dean as Chair of the FPTC by January 5 for transmission to the FPTC by January 15 in the year in which the candidate is being considered. A faculty member who participates in the academic activity of academic units other than her or his department(s) (e.g., Colleges) is expected to include reference to such activity in the dossier which the candidate submits to the FPTC with supporting material.
- 18.16.2 If the candidate wishes external letters of support to be considered, she or he must include in the dossier the names of those of whom such letters have been requested. Referees should be asked to send

such letters directly to the Dean as Chair of the FPTC, for receipt by January 5.

- 18.16.3 The FPTC shall provide an opportunity for the tenured members of the Department not on leave to appear before it and/or to present written views with regard to a candidate from the department. The Department Chair, whether tenured or not, shall submit a recommendation to the Dean as Chair of the FPTC by January 5.
- 18.16.4 The candidate shall appear in person before the FPTC. If the candidate wishes she or he may be accompanied by a colleague from the full-time faculty acting as advisor.
- 18.16.5 The candidate and/or advisor must be prepared to answer relevant questions. The candidate shall have the right to table any additional documentation and/or bring any persons before the FPTC in support of candidacy. The FPTC shall have the right to invite any persons before it regarding a candidacy and to request additional information on any aspect of the candidate's documentation. After presentation of the case and any related questioning, the candidate shall withdraw. The advisor shall remain for the discussion, but shall not vote unless she or he is a member of the FPTC. In any case, advisors must respect the confidentiality of any ensuing discussion.
- 18.16.6 The FPTC shall recommend whether tenure be granted. The decision on what it recommends shall be reached by majority vote of the voting members, by secret ballot, on the basis of a resolution to grant tenure. Any abstention shall be considered a vote against the granting of tenure.
- 18.16.7 The FPTC shall prepare a separate and reasoned report in writing. The Dean shall forward this report to the Provost by May 1, with copies to the tenured members of the Department and the candidate. This report shall conclude that tenure be recommended or that it be refused. It shall be accompanied by the candidate's dossier.
- 18.16.8 The Provost shall notify the candidate and the tenured member(s) of the Department by May 7 of the recommendation for tenure or its refusal. The Provost shall notify both the candidate and the tenured member(s) of their appeal rights under the provisions of Article 21. The Provost shall wait until May 21 before forwarding

her or his recommendation to the Rector, to allow for the lodging of an appeal.

ARTICLE 19

TENURE FOR LIBRARIANS

- 19.01 a) Tenure as an academic status means continuing appointment in a full-time position as Associate Librarian or Senior Librarian until resignation, retirement, or termination under the provisions of this Collective Agreement.
- b) Tenure is granted as a means to ensure academic freedom, a principle to which the University community is dedicated.
- c) The granting of tenure is a confirmation of a person's competence and commitment to the creative task of higher education.
- d) The Board of Governors confers tenure only on the basis of a judgment made by the member's peers in accordance with the procedures set forth in this Article.
- 19.02 Tenure shall not apply to administrative offices or to any other position outside the bargaining unit. However, a librarian member with tenure shall not relinquish tenure upon receiving such an appointment. When the administrative term of office of a librarian member with tenure is completed, or should the person resign prior to the end of the term of office, she/he shall revert to librarian status with uninterrupted tenure.
- 19.03 In the event that a tenured librarian changes from one Department to another within the University, that person's tenure status shall be retained.
- 19.04 A tenured librarian on reduced-time appointment as per Article 25 shall retain status as a librarian member with uninterrupted tenure.
- 19.05 Only members who hold a probationary appointment at the rank of Librarian II and above shall be eligible for tenure consideration.
- 19.06 A member shall only be considered for tenure if she/he has an existing or renewed contract extending at least one year beyond the year in which tenure is to be considered.
- 19.07 a) If the processes of consideration for tenure do not result in the granting of tenure, the candidate's appointment shall normally terminate May 31 of the calendar year following that in which the candidate received notification from the appropriate Vice-Rector that tenure had been refused.

- b) A member who has been refused tenure shall not be reconsidered for tenure with the exception of librarians who have been granted early consideration as per Article 19.13. Such individuals may come forward for tenure a second and final time one year later than normal mandatory consideration as defined in Article 19.10.

19.08 **Criteria**

The following two (2) criteria constitute the principal and essential grounds on which tenure consideration shall be based:

- i) the candidate's professional competence and promise as manifested in contribution to the direct and indirect services to users provided by the Library (see Article 15.01.3).
- ii) the candidate's professional competence and promise as manifested by advanced degrees, evidence of research and/or scholarly activities, and continuing professional development and productivity (see Article 15.01.4).

19.09 In addition to satisfying the criteria in Article 19.08, a candidate for tenure shall have given evidence of ability and willingness to fulfill the service expectations of the Library/Faculty and University.

19.10 **Mandatory Consideration for Tenure**

- a) Subject to the provisions of Article 19.12, a Librarian II shall be considered for tenure during the fifth (5th) year of full-time continuous service as Librarian I or II at Concordia University. Subject to provisions of Article 19.13 consideration may be given prior to the fifth (5th) year, but in no case shall consideration be given prior to the third (3rd) year at Concordia University.
- b) Subject to the provisions of Article 19.12 a Librarian member appointed at the rank of Associate or Senior Librarian shall be considered for tenure during the third (3rd) year of full-time continuous service at a rank of Associate Librarian or Senior Librarian at Concordia University. Consideration may be given one (1) year earlier subject to the provisions of Article 19.13.

- c) Subject to the provisions of Article 19.12, an Associate Librarian whose initial appointment was at a lower rank shall be considered for tenure during the fourth (4th) year of full-time continuous service at the ranks of Librarian II and above at Concordia University. Consideration may be given one year earlier subject to the provisions of Article 19.13.
- d) A year of full-time service shall mean the twelve (12) months from June 1 to May 31. If, however, the initial appointment is made between June 1 and November 1, the period from the date of appointment to May 31 shall count as a year of full-time service for the purpose of tenure consideration. If the initial appointment is made after November 1, the period from the date of appointment to May 31 shall not count as a year of full-time service for the purposes of Articles 19.10 a) and c).
- e) Only years of service at the University spent in probationary or limited term appointments can be counted in calculating eligibility for tenure consideration.
- f) Should the years of service include a period of leave approved in accordance with Articles 32, 34, 35 and 36, a full year of service shall be counted for tenure consideration, provided the member has served at least seven (7) consecutive months at Concordia between June 1 and May 31; one-half (1/2) year of service shall be counted provided the member has served at least four (4) but less than seven (7) consecutive months between June 1 and May 31. No service shall be counted if the member has served less than four (4) consecutive months between June 1 and May 31.
- g) To be eligible for mandatory consideration for tenure a candidate may not have been on leave for any extended period during the winter and the fall terms of the calendar year prior to tenure consideration. However, a member may request early consideration for tenure as per Article 19.13

19.11

Tenure on Appointment

- a) Notwithstanding Article 19.05, tenure may be conferred at the time of initial appointment to the University only at the rank of Associate Librarian or Senior Librarian, and then only after a positive recommendation of the Library Tenure Committee (LTC) (See Article 19.14). The Director/Dean shall convene a meeting of

the LTC in order to consider a candidate for tenure on appointment.

- b) The LTC and the Director/Dean shall each make a recommendation to the appropriate Vice-Rector concerning the conferral of tenure on appointment. The candidate for tenure on appointment shall not have the right to a hearing before the LTC but may be requested by the LTC to appear before it. The candidate shall not have the right to receive copies of the proceedings.
- c) Both reports shall be submitted to the appropriate Vice-Rector for consideration. With the concurrence of the appropriate Vice-Rector, the LTC recommendation for the conferral of tenure on appointment shall be transmitted by the Rector to the Board of Governors.

19.12

Deferral of Mandatory Tenure Consideration

- a) A member may request that consideration of tenure be deferred only once for a single period of one (1) or two (2) years for specific reasons, despite the fact that she/he has reached the stage defined in Article 19.10. In no case shall consideration for tenure be further delayed. The decision to grant or deny deferral shall be limited to a decision to grant or deny the deferral for the period requested by the member.
- b) The Librarian member seeking deferral of mandatory tenure consideration has the burden of establishing her/his case in a letter outlining the reasons for the deferral request with supporting documentation. This letter shall be sent to the Director/Dean, with copies to the Division/Department Head, the appropriate Vice-Rector and the Association by September 15, in the academic year in which consideration for tenure would otherwise be mandatory.
- c) Acceptable reasons for the deferral include extenuating circumstances such as Pregnancy and Parental Leave (Article 35), Sick Leave for more than six (6) months (Article 33) or other similar interruptions in the member's career development. Deferrals shall not be granted to members who request extra time to improve their tenure dossier unless there are circumstances that are beyond the member's control.

- d) Deferral may be granted only by the LTC, which shall respond to the request by October 10. The decision to grant deferral shall be based solely on the reasons given in the letter requesting deferral and shall not involve consideration of the candidate's dossier.
- e) The decision of the LTC that there are not sufficient grounds for deferral shall be final and binding. Such a decision shall not constitute a refusal of tenure, and the provisions for mandatory consideration of tenure as per Article 19.10 shall apply.
- f) The granting of a deferral shall not prejudice a candidate's case for tenure in subsequent tenure consideration, nor shall it affect the Employer's right not to renew the appointment of a librarian member. If the librarian member's existing contract expires earlier than one year beyond the year in which tenure is to be considered, and if that contract is not renewed, there shall be no tenure consideration.

19.13

Early Consideration for Tenure

- a) A librarian member who seeks early consideration shall so request in writing by September 15 to the Director/Dean, with copies to the Division/Department Head, the appropriate Vice-Rector and the Association.
- b) The librarian member seeking early consideration for tenure has the burden of establishing her/ his case in the letter and supporting documentation to the Director/Dean. The tenure dossier shall not be submitted at this time.
- c) Grounds for early consideration are positions held and professional experience obtained prior to the probationary appointment at Concordia University.
- d) The Director/Dean shall refer the request for early consideration to the LTC, which shall decide whether it shall consider the candidate for early tenure. Before deciding, the LTC may require additional submissions in writing from the librarian member, but in no case shall the LTC request the tenure dossier at this stage. The candidate may appear before the LTC, if asked to do so.

- e) The decision of the LTC that there are not sufficient grounds for early consideration shall be final and binding. Such a decision shall not constitute a refusal of tenure, and the provisions for mandatory consideration of tenure as per Article 19.10 shall apply.
- f) The LTC shall respond to the request for early consideration by October 10.
- g) Should the LTC agree to early consideration, the provisions of Article 19.15 shall apply.

19.14 Responsibility for Tenure Consideration

There shall be a single LTC, as set out below, to consider tenure.

- a) The LTC shall consist of:
 - i) the Director/Dean , who shall be a non-voting member, except in the case of a tie;
 - ii) all the tenured librarian members (except excluded administrators; see Article 9.06) who are not on leave during the period when the LTC meets.
- b) The LTC shall be chaired by the Director/Dean whether or not that person has tenure.

19.15 Procedure for Tenure Consideration

19.15.1 The LTC is constituted annually on or before September 15 and shall meet to consider every librarian member who meets the conditions for mandatory consideration for tenure as set out in Article 19.10 or who has invoked the provisions of Article 19.12 or 19.13. In addition, the Director/Dean shall convene the LTC to consider tenure on appointment (see Article 19.11) whenever necessary.

19.15.2 The Director/Dean shall:

- a) make known to all full-time librarian members by September 15, the membership of the LTC;

- b) provide the LTC with the list of tenure candidates for consideration under the provisions of Article 19.10, as well as the names of those librarian members who have invoked the provisions of Article 19.12 or 19.13;
- c) by September 1, advise the tenure candidates to prepare a complete dossier (see Article 15.01) for subsequent consideration by the LTC;
- d) convene the first meeting of the LTC by January 15, or earlier if there are requests for deferral or early consideration. Notice of this first meeting shall be sent to all members of the LTC at least one (1) week prior to the date of the meeting.

19.15.3

- a) The burden of establishing and documenting the case for tenure rests with the candidate. The candidate is responsible for the preparation of a complete dossier (see Article 15.01), setting out the case for tenure. The dossier must be submitted to the Director/Dean as Chair of the LTC by January 5 in the year in which the candidate is being considered, for transmission to the LTC by January 15. A librarian member who participates in the activity of academic units other than her/his Division(s) or Library (e.g., Colleges) is expected to include reference to such activity in the dossier, which the candidate submits to the LTC with supporting material. A librarian member shall also include in the dossier a letter of recommendation concerning her/his library service work written by the immediate supervisor, whether tenured or not.
- b) The Director/Dean as Chair of the LTC may supplement the dossier submitted by the candidate with relevant information. The candidate shall be informed of the nature of this information and receive copies of all supplemental documentation and shall have five (5) days to provide any commentary relevant to this supplementary information.

19.15.4

If the candidate wishes external letters of support to be considered, she/he must include in the dossier the names of those of whom such letters have been requested. Referees should be asked to send such letters directly to the Director/Dean as Chair of the LTC, for receipt by January 5.

- 19.15.5 The candidate shall appear in person before the LTC. Notification shall be given to the candidate at least one (1) week prior to the meeting. If the candidate wishes she/he may be accompanied by a colleague from the full-time librarian members acting as advisor. The candidate and/or advisor must be prepared to answer relevant questions. The candidate shall have the right to table any additional documentation and/or bring any persons before the LTC in support of her/his candidacy. Any member of the LTC may introduce relevant information regarding a candidacy. It is the Chair's responsibility to obtain and provide to the LTC all necessary documentation, and copies of such material shall be available to the candidate. The LTC shall have the right to invite any persons before it regarding a candidacy, and to request additional information on any aspect of the candidate's documentation. After all material has been presented and questioning has taken place, the candidate shall withdraw. The advisor shall remain for the discussion, but shall not vote unless she/he is a member of the LTC. In any case, advisors must respect the confidentiality of any ensuing discussion.
- 19.15.6 The LTC shall decide by majority vote of its members, by secret ballot, whether the granting of tenure should be recommended. Only those present during the hearing and the ensuing discussion referred to in Article 19.15.5 shall vote. The vote shall be recorded. The quorum shall be more than 50% of the members of the LTC. Any abstention shall be considered a vote against recommending that tenure be granted.
- 19.15.7 The LTC recommendation on each candidate shall be made in the form of a reasoned report approved by the LTC. The report, after approval, is transmitted by the Chair of the LTC to the appropriate Vice-Rector, with copies provided to all members of the LTC and to the candidate by May 1. The report shall be accompanied by the complete record, including the candidate's dossier.
- 19.15.8 Notwithstanding Article 19.15.7, submission to the LTC of a separate signed minority report by May 1 is not precluded, provided that copies are also sent to all members of the LTC and to the candidate.

- 19.15.9 In the case of a tie, the Director/Dean shall vote to break the tie and submit the two (2) reports, with copies provided to all members of the LTC and the candidate. In this case, all members shall sign a cover letter indicating that the two (2) reports accurately reflect the positions taken.
- 19.15.10 On receipt of the LTC report, the appropriate Vice-Rector shall verify that the procedures as set out in this document have been followed.
- 19.15.11 The appropriate Vice-Rector shall notify the candidate and the Chair of the LTC of the recommendation for tenure or its refusal by May 7. If there is a decision not to grant tenure, the appropriate Vice-Rector shall also notify the candidate of the appeal provisions by May 7. The appropriate Vice-Rector shall forward the LTC report, and the complete record, including the candidate's dossier, to the Rector. However, if there is a decision not to grant tenure, the appropriate Vice-Rector shall wait until May 21 before forwarding the file to the Rector, to allow for the lodging of an appeal. If an appeal has been lodged, the appropriate Vice-Rector shall so inform the Rector.
- 19.15.12 The Rector shall verify that the LTC has complied with the provisions set out in these regulations.
- 19.15.13 Where the LTC has decided to refuse tenure, and no appeal is possible or has been lodged, the notification by the appropriate Vice-Rector to the candidate, referred to in Article 19.15.10 above, shall serve as formal University notification that tenure has been refused.
- 19.15.14 Where the LTC has decided to grant tenure, the Rector shall transmit the LTC file and report on the candidate to the Board of Governors.
- 19.15.15 Where tenure is conferred by the Board of Governors, it shall be effective on June 1 following the application. The Secretary of the Board of Governors shall so inform the candidate.

ARTICLE 20

ACADEMIC UNIT HEADS AND SUPERVISORY LIBRARIANS

ACADEMIC UNIT HEADS

20.01 Academic Unit Heads such as Department Chairs or College Principals shall be members of the bargaining unit and shall normally be tenured. In special circumstances, an appointment of a non-member may be made for a maximum of one year. Unit Heads shall be paid, on a bi-weekly basis, an administrative stipend of \$6,000 or \$7,000 per annum for the duration of the appointment depending on the size and complexity of the unit.

20.02 In addition, such members shall have their teaching assignments adjusted in recognition of the administrative load they bear during their term(s) as Academic Unit Heads. Academic Unit Heads shall normally teach at least six (6) credits per year.

20.03 Search Committee

20.03.1 A recommendation for the appointment of the academic unit head shall emanate from a search committee established by the Dean and which shall be constituted so that the majority of members shall be members of the bargaining unit. An effort shall be made to achieve gender balance in the membership of the committee when possible.

20.03.2 The membership of this committee shall include:

- a) the Dean or her/his representative who will act as a non-voting Chair;
- b) three (3) full-time members elected by the members of the unit;
- c) one (1) regular part-time faculty member from the unit chosen by the regular part-time faculty members of the unit provided that there are at least fifteen (15) regular part-time faculty members teaching in the unit at the time the search committee is established;
- d) the head of another academic unit in that Faculty appointed by the Dean;
- e) one (1) faculty member from outside the academic unit elected by the appropriate Faculty Council;

- f) one (1) undergraduate and one (1) graduate student, where applicable, from the academic unit.
- 20.03.3 If fewer than three (3) members of the unit are available, the Dean shall appoint additional members from other academic units in the Faculty to complete the search committee's membership.
- 20.03.4 If more members need to be added to meet the majority rule, they shall be drawn in the first instance from the academic unit.
- 20.03.5 The functions of an Academic Unit Head are to provide academic leadership and professional excellence, to administer the programs and resources in such a way as to achieve the stated goals of the academic unit, and to manage personnel. As part of their responsibilities, two representatives of the Academic Unit Heads appointed by the Association shall provide advice to the University administration during the negotiation of Collective Agreements of other bargaining units whose members report directly to them.
- 20.03.6 In order to maintain continuity and minimize disruption in the academic unit, every effort should be made to complete the appointment process at least three (3) months before the end of the incumbent's term.
- 20.03.7 The Search Committee shall seek input from members of the academic unit. The members of the bargaining unit shall be informed of the names of candidates on the short-list, and time shall be allowed for input before a recommendation is made. The Search Committee will submit its recommendation accompanied by the procedure followed and justification of the selection to the Dean. If the Dean agrees with the recommendation, she/he shall forward the recommendation to the Provost.
- 20.03.8 In the event that the Provost does not accept the recommendation of the Dean, the Provost shall justify her/his decision in a reasoned report to the Dean with a copy to the Search Committee. The Provost shall consult with the Dean and the Search Committee before making an appointment.
- 20.03.9 In the event that the Dean does not accept the Search Committee's recommendation, the Dean shall send the committee a written

justification for the rejection. The Search Committee shall reconsider the candidates available and shall forward another recommendation to the Dean.

- 20.03.10 If the Dean disagrees with the new recommendation of the Search Committee, the Dean shall forward her/his recommendation and the recommendation of the Search Committee to the Provost. The Provost shall consult with the Dean and the Search Committee before making an appointment.
- 20.03.11 When a position as Academic Unit Head suddenly becomes vacant, the Dean shall recommend the appointment of an acting unit head to the Provost. Such recommendation shall be made after consultation with the members of the academic unit and shall have a duration of no longer than one (1) year.
- 20.03.12 The Provost shall issue the letter of appointment with a copy to the Association.
- 20.03.13 The Dean will discuss with the successful candidate the goals and needs of the academic unit and the conditions of appointment such as stipend, teaching assignment, administrative assistance, research assistance, etc.
- 20.04 The term of appointment will normally be three (3) years, but may be up to five (5) if the Search Committee so recommends.
- 20.05 In the academic year following the completion of a member's appointment as Academic Unit Head, and in recognition of the administrative load borne by a member during her/his term(s) as Academic Unit Head, the Dean shall take into account the need to facilitate her/his integration into a normal pattern of duties and responsibilities by relieving her/him of some teaching duties. For a member who has completed one term as Academic Unit Head, the Dean shall determine the teaching duties to be the same as the last year before the member became Academic Unit Head, (before any administrative remission) and then reduce this assignment for the first academic term by three credits following the completion of the administrative appointment. For a member who has so served for two (2) or more terms, the six credits reduction will be for the first full academic year.
- 20.06 Instead of the reduced workload in Article 20.05, after three consecutive years as Chair, a member who is granted a sabbatical leave may opt to take it at 92.5% of salary. After six consecutive years as Chair, (five (5)

years after a five-year appointment), the member may opt to take a granted sabbatical leave at 100% of salary.

SUPERVISORY LIBRARIANS

- 20.07 Supervisory librarians include the unit head librarians of the User Services Division namely, the Government Information Services Unit Head and of the Collection Services Division, the Bibliographic Access Unit Head, the Database Maintenance & Processing Unit Head and the Serials, Receiving, Accounts, Mail, ILL Unit Head, and the heads of the Career Resources Centre, the Slide Library and Visual Media Resources.
- 20.08 Members who are appointed as supervisory librarians shall be paid, on a bi-weekly basis, a stipend of \$6,000 or \$7,000 per annum for the duration of the appointment depending on the size and complexity of the unit.
- 20.09 The supervisory librarians shall have their library assignments adjusted in recognition of the administrative load they bear.
- 20.10 Search Committee
- 20.10.1 A recommendation for the appointment of the supervisory librarian shall emanate from a Search Committee established by the Director/Dean which shall be constituted so that the majority of members are members of the bargaining unit.
- 20.10.2 The membership of this committee shall include:
- a) the Director/Dean or her/his representative who will act as a non-voting Chair;
 - b) three (3) librarian members elected by the members within the Division
 - c) a supervisory librarian of the other Division selected by the librarian member of that Division. An effort shall be made to achieve gender balance in the membership of the committee when possible.
- 20.10.3 The principal criteria for the appointment of a supervisory librarian are academic leadership and professional excellence, combined with a demonstrated capacity for managing the programs and resources and achieving the stated goals of the Library.

- 20.10.4 The Search Committee will seek input from librarian members within the Division. It will submit its recommendation accompanied by the procedure followed and justification of the selection to the Director/Dean. The Director/Dean shall forward the recommendation to the appropriate Vice-Rector, or, in the event that the Director/Dean disagrees with the committee's recommendation, the Director/Dean shall provide the appropriate Vice-Rector with a written justification for the rejection, with a copy to the Search Committee. The Search Committee shall consider the candidates available and forward another recommendation to the Director/Dean.
- 20.10.5 In the event that the Vice- Rector does not accept the recommendation of the Director/Dean, the Vice-Rector shall justify her/his decision in a reasoned report to the Director/Dean with a copy to the Search Committee. The Vice-Rector shall consult with the Director/Dean and the Search Committee before making an appointment.
- 20.10.6 When the Director/Dean and the Search Committee cannot recommend a candidate after the reconsideration in Article 20.09.5 above, the Director/Dean shall recommend the appointment of an acting head to the appropriate Vice-Rector. Such appointment shall have a duration of not more than one year.
- 20.10.7 When a position of unit head becomes vacant suddenly, the Director/Dean shall recommend the appointment of an acting head to the appropriate Vice-Rector. Such appointment shall be made after consultation with members of the unit and shall have a duration of not longer than one year.
- 20.10.8 The appropriate Vice-Rector shall issue the letter of appointment, with a copy to the Association.
- 20.10.9 The Director/Dean will discuss with the successful candidate the goals and needs of the Division and the conditions of appointment such as stipend, administrative assistance, research assistance, etc.
- 20.11 Should the supervisory librarian chose to leave her/his position as unit head librarian, in recognition of the administrative load borne, the Director/Dean shall take into account the need to facilitate reintegration through a reduction of duties and responsibilities for up to one (1) year.

20.12 Instead of the reduced workload in Article 20.11, after three (3) consecutive years as Supervisory Librarian, a member who is granted a sabbatical leave may opt to take it at 92.5% of salary. After six (6) consecutive years as Supervisory Librarian, (five (5) years after a five-year appointment), the member may opt to take a granted sabbatical leave at 100% of salary.

ARTICLE 21

APPEALS

21.01 There shall be a single University Appeals Board (UAB). The UAB is neither a grievance committee nor a substitute for peer evaluation, but an appellate panel available to members. It shall hear appeals limited to reappointment (Articles 14 and 15), tenure (Articles 18 and 19), promotion (Articles 14 and 15) and denial of career development increment (Articles 14.14 and 15.12).

21.02 In its deliberations, the UAB shall accept that the criteria derive from the particular goals and objectives of a Faculty/Library and its departments.

21.03 The UAB shall be convened each year. In hearing appeals, it shall in particular determine whether:

- 1) the criteria applied at the Faculty/Library level, having been clearly articulated, were reasonably and consistently applied;
- 2) the proper procedures set out in this Agreement were followed.

21.04 **RIGHT OF APPEAL**

Appeals may be based on grounds of substance or on a combination of grounds of substance and procedure.

a) **Individual right of appeal**

An individual has the right to appeal in all cases where her/his application has been rejected, unless the recommendations/decisions at all levels are congruent with at least seventy-five percent (75%) of all the committee members at both the Department level and the Faculty level voting in favour of the recommendation/decision. For cases in which there is no departmental/divisional recommendation level, a rejected application at the Faculty/Library level may be appealed.

b) **Departmental right of appeal**

The Department has the right to appeal in cases where its recommendation/decision has been rejected at any higher level and when at least seventy-five percent (75%) of all the committee members at the Department level voted in favour of the recommendation/decision.

- c) Conditions of a granted reappointment (e.g., length of contract, special conditions, etc.) are not appealable.
- d) Perceived injustices based solely on alleged violations of procedure fall under the purview of Article 22.
- e) Notwithstanding Articles 21.04 (a) and 21.04 (b), the Joint Grievance Committee has the right to refer such cases to the UAB when warranted.

21.05

ELIGIBILITY AND COMPOSITION

- a)
 - i) to be eligible for service as UAB members or alternates, candidates must be tenured and in at least their third (3rd) year of full-time service at Concordia University. Persons are not eligible to serve as alternates or regular members of the UAB while on leave, but they may be elected while on leave for service on their return in the following academic year;
 - ii) for each position on the UAB the alternate and member shall be from different departments/Library divisions;
 - iii) if a member of the UAB is a member of the same Department/Library Division, as an appellant, the UAB member shall withdraw from the UAB during consideration of this appeal and be replaced by the alternate from that Faculty/Library.
- b) The Employer and the Association shall each nominate at least one (1) member for each position. Should the same individual be nominated by both parties, the individual shall be acclaimed. The composition of the Appeals Board shall be as follows:
 - i) two (2) full-time faculty members from the Faculty of Arts and Science to be elected by the full-time faculty of that Faculty;
 - ii) one (1) full-time faculty member from the JMSB to be elected by the full-time faculty of that School;
 - iii) one (1) full-time faculty member from the Faculty of Engineering and Computer Science to be elected by the full-time faculty members of that Faculty;

- iv) one (1) full-time faculty member from the Faculty of Fine Arts to be elected by the full-time faculty members of that Faculty;
 - v) one (1) full-time librarian member elected by the full-time librarian members;
 - vi) to provide for cases where a regular UAB member is unable to serve (e.g., illness, conflict of interest, etc), there shall be elected an alternate for each of the six (6) positions according to the same procedures;
 - vii) Whenever possible, at least one (1) member or alternate in the Faculty of Arts and Science should come from a science discipline.
- c) Members on the UAB shall serve for a two-year term, which may be renewed. Elections for half the members and alternates shall take place each year.
 - d) Nominations shall be received by March 1 with elections to take place during the months of March and April.
 - e) The UAB shall choose its own Chair from the elected members. The Chair shall vote only in the case of a tie.
 - f) The quorum of the UAB shall be five (5) members, including at least one member from the Appellant's Faculty.
 - g) The Chair of the UAB shall be granted one three (3) credit course remission or the equivalent for each year that he/she serves in that position. The remission shall be provided by the Association in odd numbered years in accordance with Article 8.16 and by the Employer in even numbered years. Other members of the UAB who hear at least three (3) cases a year shall receive a \$1500 stipend.
 - h) The UAB shall be provided with secretarial support to facilitate its operation.

PROCEDURES

- a) In the case of tenure, notice of intent to appeal must be filed by May 21 with the appropriate Vice-Rector in accordance with Article 18 or 19 with a copy to the Office of Academic Relations (OAR) and the Association.
- b) In all other cases, notices of intent to appeal must be sent to the OAR, with a copy to the Association, within twenty (20) days of the date of written notification of the decision being appealed.
- c) In all cases:
 - i) the OAR shall obtain the full dossier from the appropriate Vice-Rector within five (5) days and the appellant shall be given the opportunity during normal working hours to check that the dossier is complete.
 - ii) The appellant may request additional information pertinent to the case through the OAR. Such information shall not be unreasonably withheld and shall be provided fifteen (15) days of request.
 - iii) The appellant shall deposit six (6) copies of the documented appeal and one (1) copy of the appendix, if applicable, within twenty (20) days of the notice of intent to appeal. The OAR shall forward a copy of the documented appeal to the appropriate Vice-Rector, the Dean/ Director, the Department Chair/ Division Head, the Association and two copies to the Chair of the UAB. The copy of the appendix shall remain in the OAR for consultation prior to the hearing, and shall be available at the hearing. An appellant may amend the documented appeal based on information received under 21.06 c ii, within ten (10) days of its receipt.
- d) The Appeals Board will normally hear the grievance within thirty (30) days of receipt of the documented appeal (or its amendment) up to July 1; otherwise the hearing should take place no later than October 1. The date(s) for the hearing shall be set in consultation with all the parties involved, and they shall be notified of the date(s) in writing at least ten (10) days prior to the first hearing day.

- e) An appeal against a decision must be reasoned and indicate the specific grounds whether substantive and/or procedural, on which it is based.
- f)
 - i) the appellant, the Department Chair/ Division Head, and the Dean/Director or Vice-Rector, have the right to be heard by the UAB, to call and examine witnesses, and also to be present with the right to rebut and cross-examine when one of them or a witness is to appear. The UAB has the power to decide that sufficient witnesses have been heard on a given point;
 - ii) the appellant has the right to be accompanied or represented by a full-time faculty member or librarian as an advisor;
 - iii) Either party may send an observer to an appeal hearing provided that ten (10) days prior to the hearing written notice is given to the OAR.
- g) In the case of appeals on tenure, the Department Chair/Division Head may be replaced by any other member of the DTC at its discretion.

In the case of Departmental appeals, the DPC may send a second member of the DPC at its discretion.

- h) The UAB shall receive copies of the entire record, including the appellant's dossier and all recommendations and reports. It may call witnesses and obtain any other information required. It may also require additional written or oral information or clarification from any of the parties. A request for such additional information or clarification to any of these parties shall be accompanied by notification to the other parties at least fifteen (15) days prior to the hearing, and they shall be given the opportunity to respond to additional material.

- i) The UAB shall only consider those substantive issues that were alleged in the appeal. In dealing with substantive issues, the UAB is itself competent to judge on teaching performance and on service to the University and the community for faculty members; and in the case of librarians, on the contribution to the direct and indirect services to users provided by the Library, as well as service to the University. The UAB shall, however, elicit opinion from outside experts prior to making its own judgment on matters relating to the competence of the candidate in research and other creative activity. In such cases, such outside experts shall be chosen as set out below.
- j) In all appeals requiring recourse to outside experts, the candidate shall be asked to provide the UAB with a list of four (4) experts with an appropriate statement of their credentials. A second list of four (4) experts, with an appropriate statement of their credentials, will be provided by the Dean/ Director.
- k) The required lists must be supplied to the UAB within ten (10) days of the UAB's request.
- l) The UAB shall choose the persons from the lists provided as follows:
 - i) if there are three (3) or four (4) names common to both lists, those persons shall be chosen, and the group shall consist of three (3) or four (4) experts, as the case may be;
 - ii) if one (1) or two (2) names are common to both lists, those names shall be chosen and one (1) additional name chosen from each list;
 - iii) if no names are common to both lists, the UAB shall choose two (2) names from each list.

In the event that an expert is unavailable for service, the UAB shall choose a replacement from the same list.

21.07

UAB Decisions

In all its proceedings and decisions, the UAB shall abide by this Collective Agreement. In particular, and without limiting the generality of the foregoing, the UAB shall abide by Articles 18.07b) and 19.07 b).

- a) Within fifteen (15) days of the hearing, the UAB shall give, in writing, its reasoned decision. The decision shall be final and binding
- b) No recommendation shall be reversed by the UAB on the basis of procedural irregularities only.
- c) Where the UAB finds that procedural irregularities have occurred that might reasonably have affected the recommendation, the case shall be referred back to the level where the irregularities occurred, for reconsideration.
- d) In the case of the appeal of a non-renewal of contract:
 - i) if the UAB decides to reverse a non-renewal, the UAB's only remedy shall be a two (2) year contract renewal;
 - ii) if the UAB upholds the non-renewal, the UAB may decide that a one-year non-renewable contract shall be offered.
- e) The Chair of the UAB shall send the Rector the entire file with regard to each case, including the reasoned decision and the supporting documentation of the UAB and any dissenting opinion.
- f) Copies of the decision shall be sent to the appellant and other parties involved, including the Association.
- g) The Employer shall arrange for the implementation of the UAB's decisions as soon as possible.

ARTICLE 22

GRIEVANCE AND ARBITRATION

- 22.01
- a) “Grievance” means any disagreement between the Employer and the Association, or between the Employer and a member or group of members respecting the interpretation or the application of the Collective Agreement. A "grievor" may be a member, the Association or the Employer. A grievance is filed by the Association, on its own behalf or on behalf of a member(s), or by the Employer.
 - b) Notwithstanding Article 22.01 a), grievance and arbitration are not available recourse whenever the appeals process of Article 21 is available. However, grievance and arbitration will be available even in such cases whenever:
 - i) the subject matter of the dispute concerns academic freedom (Article 6) or discrimination (Article 7);
 - ii) the dispute concerns an alleged violation or abuse of a hearing procedure.
 - c) A grievance based upon Article 22.01 b) i) or ii) does not place the substance of the matter under the grievance and arbitration process.
 - d) Grievances arising out of the University Appeals Board procedures proceed directly to Stage Two of the grievance process.
- 22.02 Subject to Article 22.04 b) v), a grievance shall:
- a) specify which provision(s) of the agreement has/have allegedly been misinterpreted, misapplied or violated; and specify how said provision(s) was/were misinterpreted, misapplied or violated.
 - b) specify what remedy or remedies will be sufficient to correct the alleged misinterpretation, misapplication or violation;
 - c) in the case of a grievance by a member, it shall be signed by the member and sent to the Association which shall acknowledge receipt to the member and forward the grievance to the appropriate administrator. Before forwarding a grievance, the Association shall endeavour to counsel the member but will in no case refuse to forward the grievance to the appropriate administrator. At further

stages of the grievance process, the Association retains and reserves its right to decide whether to proceed with the grievance or the arbitration.

22.03 The parties agree that it is preferable to resolve problems through discussions among those persons most directly concerned before submitting a written grievance.

To this end, a member is encouraged to discuss a potential grievance with the Department Chair, Supervising Librarian and/or appropriate administrator as soon as possible. It is expected that the discussion will end a maximum of twenty (20) days after the member becomes aware of the problem. This time limit may be extended by mutual agreement.

22.04 **PROCEDURE FOR HANDLING GRIEVANCES**

The parties agree to make every reasonable and earnest effort to encourage the prompt, amicable and fair resolution of grievances.

- a) i) Stage One: This stage applies only to a grievance by a member. If the dispute or difference cannot be settled informally in accordance with Article 22.03, a grievance by a member shall be submitted in writing to the Association for forwarding to the appropriate administrator in accordance with Article 22.02 c) within fifteen (15) days of the end of the discussion period.
- ii) If the member chooses not to discuss the potential grievance with the Department Chair, Supervising Librarian and/or appropriate administrator in accordance with Article 22.03, a grievance shall be submitted in writing to the Association for forwarding to the appropriate administrator, in accordance with Article 22.02 c), within thirty (30) days of the member becoming aware of the problem.
- iii) The appropriate administrator shall respond in writing to the grievance within ten (10) days of the receipt of the written grievance.
- b) i) Stage Two: If the grievance is not resolved at Stage One and if the Association decides to continue with the grievance, the Association shall refer the grievance to the Office of Academic Relations (OAR) for submission to the Joint Grievance Committee (JGC). Such a referral must be sent in

writing within ten (10) days of the receipt of the written response specified in Stage One. In the case of an Association grievance or an Employer grievance, which begins at Stage Two, the grievor shall refer the grievance directly to the OAR for submission to the JGC, with a copy to the other party.

- ii) Submissions to the JGC shall include, in the case of a grievance by a member, a copy of the grievance filed at Stage One, a copy of the decision by the appropriate administrator and a statement of the reasons for disagreement with the decision.
- iii) The JGC shall hear the grievance within thirty (30) days of receipt of the notice. The JGC shall set the date(s) for the hearing in consultation with all the parties involved and shall notify them and the witnesses of the date(s) in writing at least five (5) days prior to the first hearing day.
- iv) The JGC shall communicate its conclusions and recommendations to the grievor, the Association, the Employer, the grievance officer and the administrator to whom the grievance is addressed, within twenty (20) days of its first (1st) meeting.
- v) A technical error in the written submission of a grievance does not result in its nullity. The party submitting the grievance shall make every effort to set forth the matter in question competently, but the formulation of the grievance, as well as the citation of the relevant articles of the Collective Agreement, may be amended on condition that the effect of the amendment is not to change the nature of the grievance. If the amendment is presented during the arbitration hearing, it can only be made according to the conditions that the arbitrator judges necessary to safeguard the rights of the adverse party.

- c) Stage Three: The Employer (in the case of a grievance filed by the Association) or the Association (in the case of a grievance filed by the Employer) shall make a decision based upon the recommendation(s) of the JGC as specified in Article 22.07. All decisions shall be communicated to the parties to the grievance within fifteen (15) days of receipt of the recommendation(s) from the JGC and shall be implemented as soon as possible unless the other party chooses to proceed to arbitration.
- d) Stage Four: The Association or the Employer is entitled to submit the grievance to arbitration if dissatisfied with the decision rendered at Stage Three. The other party must be notified in writing of the decision to proceed to arbitration within ten (10) days of the receipt of the decision foreseen in Article 22.04 c).

22.05 **An Association Grievance or an Employer Grievance**

An Association grievance or an Employer grievance shall proceed directly to Stage Two in accordance with Article 22.04.

22.06 **The Joint Grievance Committee**

Persons selected for the JGC shall not act or serve as representatives of either party to this agreement, but shall use their independent judgment in attempting to resolve grievances.

- a) The JGC shall be composed of four (4) persons.

Two (2) appointees and two (2) alternates shall be selected by the Association from a list of at least six (6) nominees provided by the Employer.

Two (2) appointees and two (2) alternates shall be selected by the Employer from a list of at least six (6) nominees provided by the Association.

The position of JGC Chair shall be held by each member in rotation.

- b) The four (4) JGC appointees and the four (4) alternates shall be designated by April 30th of every year and shall normally serve for a two-year term.

Four (4) JGC members (or alternates) must be present at all deliberations of the Committee.

- c) To provide for cases where a regular member of the JGC is unable to serve (e.g. illness, conflict of interest, etc.), one of the alternates chosen from the same list as that member shall serve in her/his place. If necessary, additional members of the JGC shall be nominated and appointed in accordance with the procedure in Article 22.06 a).
- d) The JGC shall meet in camera and shall grant the parties adequate opportunity for a fair hearing.
- e) The JGC shall establish its own procedures consistent with the principles of natural justice and fairness and the provisions of the Collective Agreement. It may invite any person to appear before it in addition to witnesses called by the parties to the grievance.
- f) The parties to the grievance may each be accompanied by an advisor at the grievance hearing. If the appropriate administrator is a Dean/Director, he/she may be accompanied by an Associate/Vice-Dean or an Asst./Assoc. Director. If the appropriate administrator is a Vice-Rector, an Associate/Vice Dean or an Asst./Assoc. Director, he/she may be accompanied by a Dean/Director.

22.07

Joint Grievance Committee Conclusions and Recommendation(s) and Employer/Association Decisions:

- a) The JGC may conclude unanimously that there is no basis for hearing a grievance. In such cases, the JGC conclusion shall serve as the equivalent of a Stage Three decision and shall be reported to all parties. In such cases there is no further decision to be made, but either of the parties may proceed to arbitration in accordance with Article 22.16.
- b) The JGC may decide unanimously to recommend to uphold, to reject, or to resolve the grievance in a specific manner. In such cases the recommendation shall be reasoned and shall be signed by all members of the JGC. The recommendation shall be submitted to the Employer or to the Association for decision. Upon receipt of a unanimous recommendation from the JGC, the deciding party shall make a decision either to accept, or, in a reasoned report, to reject the recommendation.

- c) The JGC may reach a majority decision to recommend to uphold, to reject, or to resolve the grievance in a specific manner. In such cases the recommendation shall be reasoned and shall be signed by all members of the committee who are in agreement with the majority decision. A reasoned signed minority report may also be submitted. The recommendation(s) shall be submitted to the Employer or the Association for decision. The deciding party shall make a decision based upon the report(s) submitted and may give reasons for the decision.
- d) The JGC may be unable to reach a decision. In such cases this shall be communicated to the Employer or the Association in a reasoned report, signed by all members of the committee. The deciding party shall then make a decision and shall give reasons for that decision.
- e) JGC conclusions and recommendations as specified in Article 22.07 a) to d) above and Employer/Association decisions shall be communicated to all parties to the grievance, as indicated in Article 22.04 b) iv).

22.08 When proceeding to Stage Four, the grievance shall be submitted by the grieving party to the arbitrator within fifteen (15) days of the Stage III decision, with a copy to the other party.

22.09 The grievance shall be submitted to one of the arbitrators listed below, chosen in the order indicated:

1. Marc Boisvert
2. Jean Pierre Tremblay
3. Jean-Yves Durand
4. Diane Sabourin
5. Harvey Frumkin
6. Marie-France Bich
7. Claude Foisy
8. Brian Keller
9. André Sylvestre

22.10 The arbitrators shall serve for the duration of the Collective Agreement. By mutual agreement of the parties, an arbitrator may be removed from the list and be replaced by a substitute.

- 22.11 If the arbitrator cannot begin to hear a particular case within six (6) months of the request, the grieving party may continue to the next arbitrator on the list. If none of the listed arbitrators are available in a reasonably prompt manner, Article 22.12 shall apply.
- 22.12 The parties may agree to submit the grievance to an accelerated arbitration service.
- 22.13 The arbitrator shall rule on the grievance in accordance with the provisions of the Collective Agreement and in no event shall the arbitrator have the power to add to, subtract from, or modify the agreement in any way.
- 22.14 In deciding on the grievance, the arbitrator may quash or maintain the decision or render any other decision that the arbitrator judges appropriate under the circumstances.
- 22.15 The decision of the arbitrator shall be final and binding on the parties and shall be reported to both parties. The decision of the arbitrator shall be implemented until any judicial appeals or reviews are concluded.
- 22.16 The fees and expenses of the arbitrator shall be shared equally between the parties except for arbitration which follows a unanimous decision of the JGC that there was no basis for the grievance, in accordance with Article 22.07 a), in which case the grieving party shall assume the entire cost of the arbitration.
- 22.17 If at any stage of the grievance and arbitration procedure there is a failure of either party to respond or proceed to the next step, including arbitration, within the time limits stipulated, unless it has been mutually agreed in writing to modify them, the other party is entitled to go to the next stage
- 22.18 The parties to a grievance may agree in writing to dispense with a stage or stages of the grievance procedure and proceed to the next stage. Such an agreement shall not be unreasonably withheld by either party. Notice to proceed shall be filed with the OAR within twenty (20) days of any such agreement between the parties. In the case of an Association grievance or an Employer grievance the grievor has the right to dispense with stage II and go directly to arbitration. In such a case the grievor shall notify the other party and proceed within ten (10) days of the notification.

ARTICLE 23

PERSONNEL FILES

- 23.01 a) The Employer shall maintain one (1) official version of the personnel file for each member which shall contain only material pertaining to the employment of that member. This file shall be the only file used in decisions respecting any and all terms and conditions of employment of the member, and may be in electronic form. The onus to ensure the security of the personnel file is on the Employer. For the purpose of this Article, new documentation that is being generated in such processes as reappointment and tenure consideration is not deemed to be part of the file until the process moves to the next level or, if at the final level, until it is completed. In the case of disciplinary material, the provisions of Article 29 and Article 23.08 shall apply, and the material shall not be kept in electronic form as long as it is being held in a temporary segregated file as per Article 29.07 a).
- b) i) Members shall be sent a copy of any material added to their personnel file at the time of filing. The material shall clearly indicate that it has been put in the personnel file.
- ii) With the consent of the member the Dean/Director may permanently remove any material from the personnel file. That material shall be returned to the member.
- iii) Correspondence from members pertaining to their employment shall be placed in their personnel file unless they clearly indicate that they do not wish the material to be placed in the file, or if it relates to matters being dealt with under Article 29.
- c) Custody of all personnel files shall be by the member's Dean/Director, although copies of some or all of the materials in the official personnel file of each member may be kept within a member's department provided that the member is so informed, and an inventory of specific materials forwarded from the official personnel file is contained in the official file itself.

- d) All items placed in a member's personnel file shall be date-stamped at the time of receipt by the Dean/Director's office. A member may insert into the file a signed list of the file's contents and may update this list annually. If an electronic file exists, it shall have a table of contents and the paper version of the file shall be available in security protected archives in case an original signed document is required for a formal process.

- 23.02 In accordance with the Provincial Law on access to information, a member or a duly authorized representative of a member is entitled to examine the member's official personnel file during normal business hours, in the presence of an authorized person. The member shall not be allowed to remove the personnel file or any part thereof from the office of the Dean/Director.
- 23.03 The member shall have the right to have included in the official file written comments on any of the contents of the file.
- 23.04 Any factually false or inaccurate information shall be removed from the personnel file or corrected.
- 23.05 The member shall, on written request and at the member's expense, obtain a copy of any documents to which he/she has the right of examination.
- 23.06 Access to the member's file shall be restricted to the member or the duly authorized representative, and to a limited number of duly authorized representatives of the Employer. The Dean shall send to the Association the list of those with authorized access by October 1st of each year. The file shall contain a record of all other persons granted access with the date and the reason for the request.
- 23.07 No anonymous material shall be kept concerning any member. Aggregate statistical information will not be considered anonymous material in the interpretation and application of this article.
- 23.08 The Employer shall remove from the file any letter of warning or concern issued in accordance with Article 29, and the associated documentation, after a period of three (3) years has elapsed from the date on the letter of warning or concern, provided no further letter of warning or concern has been issued.

ARTICLE 24

OUTSIDE PROFESSIONAL ACTIVITIES AND OUTSIDE EMPLOYMENT

- 24.01 a) Members may engage in outside professional activities, as defined in Article 24.04, provided that such activities patently enhance the members' abilities to perform their academic or professional duties at Concordia University and do not interfere with the performance of their assigned duties and service responsibilities.
- b) Members may engage in outside employment, as defined in Article 24.07, provided that such employment is not in conflict with their normal academic duties and responsibilities as defined in this Collective Agreement and does not interfere with the performance of their assigned duties and service responsibilities.
- 24.02 Members who engage in outside professional activities or in outside employment, shall have the right to state their rank and title(s) at Concordia University and to use their University address as a mailing address.
- 24.03 When engaging in outside professional activities or outside employment, members shall not claim to speak on behalf of the University unless specifically authorized to do so.

Outside Professional Activities

- 24.04 For the purpose of this Collective Agreement, outside professional activities are generally unpaid, but may sometimes be acknowledged by a small honorarium. They constitute part of the workload of members as per Article 16.01 c) and Article 17.01 c). Such activities include participation in the activities of professional associations, learned societies, faculty associations, or voluntary practice of the member's profession, which support and/or promote the advancement of research, scholarship, teaching, artistic creation, or professional development, and improve the working conditions of academic staff.
- 24.05 Participation in outside professional activities is deemed to represent contributions to the profession and/or the community for purposes of any evaluation carried out under this Collective Agreement.

- 24.06 The Employer agrees to encourage a member's participation in professional associations and/or learned societies to the fullest extent possible. The Employer shall not underwrite any extraordinary costs of outside professional activities unless the Dean/Director has provided a written commitment before the activity is undertaken.

Outside Employment

- 24.07 For the purpose of this Collective Agreement, "outside employment" means employment in a professional capacity by another employer, including teaching; consulting; private practice of the member's profession, and self-employment in a professional capacity.
- 24.08 A member shall not devote more than one (1) day equivalent per week to such activities in any academic year.
- 24.09 The member shall obtain prior written approval from the Dean/Director. A copy of the member's request and of the decision shall be sent to the Chair/Academic Unit Head, and to the Association. For requests involving more than six (6) days of time commitment, the Dean/Director shall consult the Chair/Academic Unit Head for advice on the potential impact of the outside employment on the academic unit and shall consider the relationship of the proposed employment to the member's area of specialization or expertise. In cases where such prior approval cannot be reasonably obtained, a member may nevertheless agree to undertake outside employment of up to three (3) days provided that the provisions of Article 24.01 b) are complied with and that the above-mentioned authorization is sought within two (2) days. The Dean/Director's approval shall not be denied without a valid reason, and will normally be given within ten (10) days of the request.
- 24.10 If University facilities are used with the Employer's written consent, the member shall pay the cost for any computer time, laboratory equipment and supplies, long distance calls, secretarial services, reproductions, accounting and outside mail services, as appropriate, in the course of the activities. The member remains responsible for all matters concerning the scientific, technological and financial control of the project.
- 24.11 The member shall report annually to the Dean/Director on the nature and scope of outside employment including the total number of days spent. Should the actual total(s) differ from the pre-approved proposal, an accounting of the difference(s) shall be provided.

24.12

Faculty members normally will not teach courses at other institutions. Faculty members who have completed the assigned teaching load may request additional teaching as per Article 16.12. If permission is denied because of an insufficient number of reserve courses and if the member is offered a course at another institution, the member shall be entitled to teach that course provided it does not interfere with other duties under Article 16. The member shall notify the Dean and the Department Chair at least one (1) month prior to the commencement of the course. In all other cases, faculty members require the permission of the Dean to teach courses for other employers. In such cases approval must be sought in writing at least one (1) month prior to the commencement of the course. All courses taught at other institutions under this Article shall count as additional courses for the purpose of the limits defined in Article 16.12 a). Copies of all correspondence shall be sent to the Association.

ARTICLE 25

REDUCED-TIME APPOINTMENTS

- 25.01 A "reduced-time appointment" is defined as one in which a full-time member of the bargaining unit, at her or his request, carries a reduction of duties and responsibilities, pursuant to the remainder of this Article. Such reduced-time appointments shall be either for a fixed duration, on a permanent basis, or, in the case of librarian members only, for short duration. Reduced-time appointments to prolong a parental leave shall be governed by Article 35, and compassionate reduced-time appointments, where a member is the primary caregiver for a family member, shall be governed by Article 33.
- 25.02 Tenured and ETA members may apply for a reduced-time appointment of a fixed duration. The reduced-time appointment may be for up to two (2) years, except as specified in Article 42. Normally, reduced-time appointments will begin on June 1 or January 1 of any year. Members may be granted such a reduced-time appointment no more than three (3) times during their career at Concordia.
- 25.03
- a) Tenured and ETA members may apply for a reduced-time appointment of permanent duration. A member granted a reduced-time appointment of permanent duration may return to full-time service within the first two (2) years following the effective starting date of the member's reduced-time appointment provided the member gives six (6) months prior notice to the Vice-Rector of the intention to do so. In such cases the reduced-time appointment shall end on December 31 or August 31.
 - b) A member who has been granted a reduced-time appointment under Article 25.03 a) and who has returned to full-time service is eligible for one (1) further reduced-time appointment under Article 25.02, provided the member had not previously been granted a reduced-time appointment under Article 25.02. The member continues to be eligible for reduced-time appointments under Articles 33, 35 and 42, but is not eligible for a second reduced-time appointment under Article 25.03 a).
- 25.04 Librarian members may apply for a reduced-time appointment of short duration no longer than three (3) months in the summer period. Such reduced-time appointments shall not be limited in number.
- 25.05 An application for a reduced-time appointment shall be made in writing to the Dean/Director, with a copy to the Association, by October 1 for

reduced-time appointments beginning June 1 and by May 1 for reduced-time appointments beginning January 1.

25.06 Normally the reduction in time will not exceed one half (1/2) of the member's full-time service.

25.07 The Dean/Director shall consult with the member's Department Chair/ Division Head and then make a recommendation to the appropriate Vice-Rector. In developing the recommendation, the Dean/Director will be guided by the reasons stated for the proposed reduction in duties, and the academic and staffing requirements of the unit.

25.08 The letter regarding the reduced-time appointment shall be sent by the Vice-Rector and shall state clearly the nominal salary, the assigned duties and responsibilities, the actual salary, the effective date of the reduced-time appointment, and any other terms and conditions. The Employer may deny the request for a transfer from full-time to reduced-time status based on the same considerations as those guiding the recommendation of the Dean/Director, as specified in Article 25.07. Should the reduced-time appointment be denied, the letter shall state the reason(s) for denial.

The letter shall be sent by December 31 for reduced-time appointments beginning June 1 and by September 30 for reduced-time appointments beginning January 1, with a copy to the Association.

25.09 Upon receipt of the offer of the reduced-time appointment, the member shall have twenty (20) days to indicate in writing to the Vice-Rector acceptance of the reduced-time appointment and all of its terms and conditions as specified in the Vice-Rector's letter.

25.10 No reduced-time appointment shall take effect until and unless the appointee indicates in writing to the Vice-Rector acceptance of the appointment and all its terms and conditions as specified in the Vice-Rector's letter.

25.11 A member who accepts a reduced-time appointment shall have the same access to all University facilities as if employed on a full-time basis; and where the member has accepted a reduced workload in order to devote additional time to research, the Employer shall not unreasonably deny increased access to University research facilities.

25.12 A member granted a reduced-time appointment shall continue to be a member of the bargaining unit and shall be covered by the Collective Agreement.

- 25.13 A member granted a reduced-time appointment shall have a nominal salary computed as if the member were continuing on full-time status. All relevant salary adjustments shall be applied to this nominal salary. The actual salary to be paid to the member shall be pro-rated from the nominal salary in direct relation to the approved reduced duties for the reduced-time appointment.
- 25.14 A member granted a reduced-time appointment who is a participant in the Employer benefit plans shall continue to participate in the plans. The Employer's contributions shall be based on the nominal salary. Coverage in the University pension plan, the life insurance plan, and the long term disability plan shall be based on the nominal salary of the member. Should the member be a contributing member of the pension plan, the member's contributions shall be based on the member's nominal salary. *
- 25.15 For the purposes of computing credited service in pension calculations, a member on reduced-time appointment shall receive credit as if employed on a full-time basis.
- 25.16 Time spent on reduced-time appointment(s) shall be pro-rated for the purpose of counting service for sabbatical leave.
- Payments to a member on salaried leave while on reduced-time appointment shall be reduced from the normal leave salary by the same percentage as the member's actual salary is reduced from the nominal salary.
- 25.17 Special Reduced-time Arrangement (See Article 42).

* This is subject to the approval of Canada Customs and Revenue Agency, the Ministère du Revenu du Québec and the Employer's insurers.

ARTICLE 26

SABBATICAL LEAVE

26.01 The purpose of sabbatical leave is to serve the objectives of the University by affording faculty members and librarians a regular opportunity to maintain and enhance their academic and professional competence free from normal on-campus teaching/professional and service obligations. Sabbatical leave is intended to promote intensive scholarly and professional activity through sustained periods of concentrated research and study. The parties to this agreement acknowledge a joint responsibility to ensure the effective use of sabbatical leaves so as to strengthen the University in the achievement of its objectives.

26.02 Tenured members shall be eligible, upon application, for consideration for sabbatical leave as follows:

- a) after six (6) years of continuous full-time service, one year's leave at 85% of regular salary plus a \$4000 travel/conference allowance. One (1) year sabbatical leaves normally commence on June 1. For the purposes of eligibility for subsequent sabbatical leaves, service shall be counted from the end of the period of leave except as provided for in Article 26.06.

OR

- b) after six (6) years of continuous full-time service, six (6) months leave at 100% of regular salary plus a \$2000 travel/conference allowance. Such six (6) month sabbatical leaves normally commence July 1 or January 1. For the purposes of eligibility for subsequent sabbatical leaves, service shall be counted from the end of the period of leave except as provided for in 26.06.

OR

- c) after three (3) years of continuous full-time service, six (6) months leave at 85% of regular salary plus a \$2000 travel/conference allowance. Such sabbatical leaves normally commence on July 1 or January 1. For the purposes of eligibility for subsequent sabbatical leaves, service shall be counted from the end of the period of leave except as provided for in Article 26.06.

26.03 In exceptional circumstances necessitated by an extensive research plan, a member may request a two (2) year leave. Should such a leave be granted, the member shall receive 50% of nominal salary for each year away.

- 26.04 A member who is denied a sabbatical leave for financial reasons, or because satisfactory arrangements cannot be made to carry on the work of the applicant, shall not be denied on the next application for similar reasons.
- 26.05
- a) Written application for sabbatical leave must be received no later than September 15 by the appropriate Vice-Rector.
 - b) Applications shall be supported by a description of the work planned by the member during the proposed leave, indicating the activities to be undertaken, and any fellowship or travel grant applied for or received.
 - c) The Vice-Rector shall consult with the applicant's Dean/Director and shall submit recommendations to the Personnel Committee of the Board of Governors.
 - d) The Vice-Rector shall notify the member by December 31 of the year of the application whether or not the application has been granted.
 - e) If a sabbatical leave is denied for other than the reasons stated in the clause 26.04, the member, upon written request to the Vice-Rector, shall be provided with a detailed written statement which establishes valid grounds for the denial.
- 26.06
- a) The Employer may defer a requested sabbatical leave for up to one (1) year in the event the member's services are required for the period of time planned for the leave. Such deferral shall be counted as service towards an application for a subsequent leave.
 - b) A granted sabbatical leave may be deferred by mutual agreement for up to three (3) years. The deferral shall be counted as service towards an application for a subsequent leave. A member's request for such a deferral shall not be unreasonably denied.
- 26.07 A member may apply to use part of the sabbatical leave salary as a research grant. The Employer assumes no responsibility for the taxation status of such a grant and shall report such grants in accordance with the income tax laws and regulations.
- 26.08 Other remuneration which the member may receive during the period of salaried leave is limited to an amount that brings the total to 120% of

nominal salary inclusive of any sum identified as research grant under 26.07 above, but exclusive of grants for research purposes, monies obtained for authorized outside professional activities, expenses covered by the Employer and payments by other bodies to defray the travel and related expenses for the member. If other remuneration is sufficient to cause total salary income to exceed one hundred and twenty percent (120%) of nominal salary, the Employer will reduce its salary payment by an amount equal to that excess.

- 26.09 The member must prepare and forward to the Dean/Director, within three (3) months of returning, a full written account of the member's research, scholarly and professional activities during the leave. As well, the member must forward to the Vice-Rector a statement of any remuneration received as per 26.08.
- 26.10 Time spent on sabbatical leave counts as service with the University and the member's nominal salary while on sabbatical leave shall be adjusted by applicable salary clauses in the Collective Agreement.
- 26.11 It shall be assumed that the member has taken annual vacation during the sabbatical leave, in proportion to the length of the sabbatical leave, subject to the provisions of Article 31, Vacation.
- 26.12 A member shall not normally occupy her or his office for the duration of a sabbatical leave, but in consultation with the Academic Unit Head arrangements may be made to leave books and equipment in place at a member's own risk.
- 26.13 A member may cancel her/his application for sabbatical leave by notifying the Vice-Rector in writing at least four (4) months prior to the commencement of the leave. After that date the leave normally may not be cancelled or deferred, unless the member has a valid reason, without forfeiting the right to reapply for sabbatical leave for two (2) years.
- 26.14 Pursuant to the provisions of Article 32.06, periods spent on unpaid leave shall be excluded from the calculation of service for sabbatical entitlement.
- 26.15 The Employer will defray the following costs, up to \$4000 as per 26.02 a) and up to \$2000 as per 26.02 b) and c), for a member on sabbatical leave, provided such costs are not covered by outside funds and provided that they form part of the leave application:
- a) travel to the principal place(s) at which the sabbatical leave will be spent;

- b) costs of dislocation such as moving and storage;
- c) conference registration fees and related travel and accommodation costs;
- d) tuition costs;
- e) equipment, books, and supplies.

Claims for expenses in these categories shall be accompanied by the originals of the supporting receipts.

26.16 The Employer has the right to limit the number of full year sabbatical leaves granted to librarian members to five (5) in any given year.

26.17 After ten (10) or more years of continuous full-time service ETAs shall be eligible for a leave as specified below for the purposes of concentrated formal study relevant to their extended term appointment. Those ETAs whose research profile is recognized as part of their duties may apply for a sustained period of concentrated research as specified below.

- a) after ten (10) years of continuous full-time service, one year's leave at 85% of regular salary plus a \$4000 travel/conference allowance. One (1) year leaves commence on June 1. For the purposes of eligibility for subsequent leaves, service shall be counted from the end of the period of leave

OR

- b) after ten (10) years of continuous full-time service, six (6) months leave at 100% of regular salary plus a \$2000 travel/conference allowance. Such six (6) month leaves commence July 1 or January 1. For the purposes of eligibility for subsequent leaves, service shall be counted from the end of the period of leave.
- c) The Employer has the right to limit the number of leaves granted to ETA members to five (5) in any given year.

ARTICLE 27

PATENTS AND COPYRIGHTS

PATENTS

27.01 Preamble

A university, as a center of research, is an important potential source of patentable inventions. Such inventions are the product of individual or group effort and imagination, normally developed within the university's academic activity and making use in most instances of space and equipment provided by the university for research and teaching purposes. The university has the responsibility to encourage invention and to make the results thereof available to the society which supports it.

The discovery of patentable inventions is not a basic purpose of university research, nor is it normally a condition for support of such research. However, in recognition of the contribution that can be made in this way to the national interest as well as the advantages that can accrue thereby both to the university and its researchers, the university naturally seeks to promote patenting, where appropriate, of the fruits of such research. Consequently, it is concerned with maintaining and encouraging the research that is the seed-bed of invention by treating inventions and patents as evidence of scholarly achievement and by ensuring an appropriate return to the inventor.

In a university, research is motivated principally by the desire to train researchers and discover new knowledge as well as by the desire to generate inventions. The policy on patents and inventions of this university is based on the greater recognition by the institution of the role of the individual inventor and on the possibility of sharing with such a person the rights to inventions.

27.02 Any invention resulting from work financed by a grant or contract where the granting or contracting body, as a condition of the grant or contract, requires that any patent be assigned to it, shall be governed by the conditions of the grant or contract.

27.03 A member who has produced an invention of a patentable nature and who intends to have the invention patented and/or the rights to the invention assigned, or who intends, in any manner, to exploit an invention commercially shall inform the Employer in writing of this intention, declaring whether or not the discovery has been made and developed with the use of university funds, facilities, support or technical personnel.

The Employer may within one (1) month of receipt of the statement of the member challenge in writing the declaration of the member as to the use of university funds, facilities or personnel in which case the matter shall be referred to the Patents and Copyright Committee. Any challenge by the Employer shall be null and void unless received within the above-noted time limit. Failure by the Employer to challenge the declaration of the member within one (1) month shall constitute a waiver of any rights which the Employer may have had in such discovery. If the member fails to disclose the existence of a patent application, it shall be understood that the Employer maintains its rights under this Article until disclosure is made.

27.04 The Employer waives all interest in or claim to any invention, improvement, design or development made by a member without the use of university funds, facilities, support or technical personnel. Such inventions and any patents arising therefrom shall be the sole property of the inventor.

27.05 The Employer has entered or will enter into agreements with organizations, agencies or patent attorneys which permit the Employer to use their services in patenting and developing inventions. To gain the advantages of their services a member must do so through an agreement between the member and the Employer.

27.06 A member who produces an invention of a patentable nature in the course of employment and/or where university funds, premises, facilities, equipment or personnel were used in making the invention, shall be free to attempt to have it patented or not to do so. Should a member seek to have it patented the member has the option to use or not to use the services of the Employer and/or of organizations, agencies or patent attorneys retained by the Employer to pursue patent development.

a) When members opt not to pursue patent development they may assign their rights to the university in which case the latter is free to pursue patent development on its own. Should the university make a profit from the invention, five percent (5%) of any net income shall be granted to the member for research.

b) When members opt to file a patent application on their own, the member shall conclude a written agreement with the Employer setting out in detail the understanding between the parties as to the respective rights and shares in the invention and any subsequent costs and/or income. Any disagreements may be referred to the Patents and Copyright Committee as per 27.19.

- c) When a member opts to have the university handle the rights in an invention by having it patented through the organizations, agencies or patent attorneys retained by the Employer, the following financial arrangements shall apply between the Employer and the member.
 - i) The first fifteen percent (15%) of the total annual income from the patent which the Employer receives in accordance with the terms of its agreement with the organizations, agencies or patent attorneys retained by the Employer shall be transferred by the Employer to the member.
 - ii) Fifty percent (50%) of all additional income from the patent received by the Employer in accordance with the terms of its agreement with the organizations, agencies or patent attorneys retained by the Employer shall also be transferred by the Employer to the member.
- d) When the member opts to have the Employer handle the rights by some other procedure the member and the Employer shall conclude an agreement in writing setting out in detail the understanding between the parties as to the respective rights and shares in the invention and any subsequent costs and/or income.

27.07 The member agrees that the Employer has the right at its sole discretion to refuse or to accept to process any patent application, or to refuse or to accept to exploit any patent. This decision shall be made within four (4) months of receiving the member's notification envisioned in 27.03.

If the Employer fails to respond or refuses to process or exploit the patent within this four (4) month period, the member shall be free to make his or her own arrangements, but will contribute five percent (5%) of any net income* to the university for research.

27.08 The university's name will not be used in connection with the development of an invention without authorization.

* Net income means gross income to the member less all patent development and exploitation costs borne by the member.

COPYRIGHT

27.09 Unless otherwise specified in this Article, the member as author of a work shall hold the copyright to the work, whether or not it has been produced in the course of the member's employment.

27.10 The Employer waives all claim to the copyright in any work made by a member in the course of private work unrelated to university duties or in any work made in the course of outside consultation when such activities do not involve the use of university funds, facilities, equipment or personnel.

27.11 The copyright ownership of work produced by a member with financing from a grant or contract shall be subject to the stipulations of the granting or contracting body.

27.12 **Journals or Magazines Published by the University**

When such material is produced in the course of the member's employment and/or with the use of university funds, facilities, equipment or personnel, the Employer shall hold the copyright to the material under the following provisions:

- a) a member employed by the university or its agent to edit a journal or magazine published by the university shall not own any copyright therein except for articles or pieces written by the member;
- b) The university shall give due credit to the author of any work whose copyright it holds.

27.13 **Computer Programs and Audio-Visual Works**

- a) A member who has produced a computer program or an audio-visual work and who intends to make an application for copyright registration shall inform the Employer in writing of this intention, declaring whether or not the work was made and developed with the use of university funds, facilities, support or technical personnel. The Employer may within one (1) month of receipt of the statement of the member challenge in writing the declaration of the member as to the use of university funds, facilities or personnel in which case the matter shall be referred to the Patents and Copyright Committee. Any challenge by the Employer shall be null and void unless received within the above-noted time limit. Failure

by the Employer to challenge the declaration of the member within one (1) month shall constitute a waiver of any rights which the Employer may have had in the copyrighted work. If the member fails to disclose any copyrighted work it shall be understood that the Employer maintains its rights under this Article until disclosure is made.

- b) The author of the work may commercially exploit a computer program or audio-visual work or may grant the university permission to do so. In either case the member and the university shall conclude an agreement in writing setting out in detail the understanding between the parties as to the ownership of the copyright and their respective rights and shares in the copyrighted work and any subsequent costs and/or income. Any disagreements may be referred to the Patents and Copyright Committee as per 27.19.

27.14 The author retains the right to require the work held by the university be amended, altered or updated. Where the university and the author fail to agree on the nature of the alterations or amendments, the matter shall be referred to the Patents and Copyright Committee.

General Provisions

27.15 The payment of salary to a member and the provision of standard academic facilities shall not be included as a cost item in the calculation of costs under this Article.

27.16 When a member or a former member dies, the estate shall retain all rights under this Article.

27.17 When the member holds the patent or copyright the member shall grant the university a royalty-free, non-exclusive irrevocable licence to use any invention or copyrighted material in its educational programs which have been made in the course of the member's employment and/or with the use of university funds, premises, facilities or personnel.

27.18 A Patents and Copyright Committee shall be established composed of four (4) persons, two (2) to be named by the Employer and two (2) to be named by the Association with the chair alternating between the Association's representatives and the Employer's representatives at each successive meeting.

27.19 The Patents and Copyright Committee shall be responsible for evaluating inventions under this Article; shall decide whether or not the Employer shall proceed with patent developments; shall mediate any disputes arising from this Article.

ARTICLE 28

RESIGNATION

28.01 A member who resigns shall give notice in writing to the appropriate Dean/Director with copies to the appropriate Vice-Rector and the Association. The Employer shall send to the Association a copy of the letter accepting the resignation.

28.02 The dates on which resignations of faculty members normally take effect are May 31 and December 31. The faculty member shall give at least three (3) months notice. If the Employer agrees to accept a resignation tendered between March 1 and September 1, it reserves the right to establish May 31 as the effective date of resignation. If, however, a member is to take up a full-time university appointment elsewhere and the member is active at Concordia between June 1 and August 31, employment at Concordia University may, at the discretion of the Dean after consultation with the Department Chair, terminate on the date the member takes up such other appointment. In this context "active" means conducting research, supervising graduate or undergraduate students or discharging a part of their regular assigned teaching duties (Article 16.03) for the year commencing on June 1.

28.03 Librarian members who are on a leave without pay under Article 32 for a period of eight (8) months or more shall give at least three (3) months notice. In all other cases, the notice period is one (1) month. Resignation shall take effect at the end of the notice period.

28.04 Any of the above requirements may be waived by mutual agreement between the member and the appropriate Vice-Rector. The Vice-Rector shall send a copy of any such agreement to the Association.

28.05 Upon termination of employment, members who have not taken their entire vacation entitlement shall receive an indemnity that is equal to the number of vacation days earned and not taken.

ARTICLE 29

DISCIPLINARY MEASURES AND DISMISSAL

General

- 29.01 The Employer is committed to providing due process and fairness in all disciplinary and dismissal cases as well as in all investigation and information gathering procedures sanctioned by the Employer.
- 29.02 No disciplinary measure or dismissal shall be imposed without just and sufficient cause, of which the burden of proof falls on the Employer.
- 29.03 Any disciplinary measure shall be reasonable and commensurate with the seriousness of the violation. Disciplinary measures will be of a progressive nature with the aim of being corrective in application.
- 29.04 a) Any information and documentation communicated to the Dean/Director and used in the disciplinary process by the Employer shall be communicated to the member and the Association within twenty (20) days of receipt. If the information and documentation is not forwarded within that period, it shall not be used for any purpose under this article.
- b) Only information and documentation that form part of the disciplinary process and that have been remitted to the member and to the Association as per Articles 29.04 a) and 29.09 a) may be taken into consideration in the imposition of any disciplinary measure or dismissal.
- 29.05 Any correspondence addressed to a member shall be sent by courier to the residence of the member and a copy shall be sent to the office of the member. A copy of all correspondence from the Employer to the member shall be sent to the Association simultaneously, by facsimile.
- 29.06 A member or the Association may grieve any disciplinary measure or dismissal on either substantive or procedural grounds, or both. The Parties agree to make every effort to expedite the hearing of the matter.
- 29.07 All information and documentation concerning a disciplinary measure shall be kept in a temporary segregated disciplinary file not forming part of the personnel file. If the measure is contested by a grievance and if the measure is not confirmed by a court of final resort, the temporary segregated disciplinary file shall be destroyed unless the member requests that its contents be placed in the personnel file. In all other cases the

contents of the temporary segregated disciplinary file may be placed in the personnel file.

- 29.08 Notwithstanding any provisions of this Article, a member who is either receiving or is eligible for and willing to accept sick leave, compassionate leave or long-term disability benefits shall not be subject to dismissal or other disciplinary measure.

Disciplinary Measures

- 29.09
- a) When a Dean/Director becomes aware that there may be grounds for disciplinary action, he/she shall write to the member within fifteen (15) days giving formal notice of the alleged offence and its particulars. The Dean/Director shall thoroughly and properly investigate the alleged offence. As the final step in the investigation, the member shall be invited to a meeting with the Dean/Director where he/she may respond to the allegation. Notice of this meeting, together with all information and documentation that has not already been sent as per Article 29.04 a), shall be sent to the member and the Association at least five (5) days prior to the meeting. The member may be accompanied by a member of the University community as an advisor and the Association's representative may also be present at the meeting. The investigation shall be concluded within twenty (20) days of the formal notification.
 - b) If at any point during the course of the investigation the Dean/Director decides that there is just and sufficient cause for dismissal of the member, the file shall immediately be transferred to the Vice-Rector and the provisions of Article 29.11 to 29.15, as appropriate, shall apply.
 - c) If at any point during the process the Dean/Director decides that there are no grounds to proceed with the case, he/she shall terminate the process and send a letter to the member. This letter shall not be placed in the personnel file unless the member requests that it be added to the file. The temporary segregated disciplinary file shall be destroyed, unless the member requests that its contents be placed in the personnel file.

- d) If the Dean/Director decides, at the conclusion of the investigation, that a disciplinary measure is warranted, this decision, together with a detailed explanation of the reasons, shall be communicated in writing to the member. This decision shall be made and communicated within ten (10) days of the conclusion of the investigation referred to in Article 29.09 a).
- e) The only disciplinary measures available to the Employer are the following:
 - i) A letter of concern shall be sent to the member if the Employer decides that the offence constitutes professional misconduct. The letter shall state the nature of the offence and shall include a statement of any remedial action the member is required to take. In order to be deemed a letter of concern according to the terms of this Article, the letter shall be so identified.
 - ii) A letter of warning shall be sent to the member if the Employer decides that the offence constitutes serious professional misconduct, demonstrable incompetence or negligence of duties. The letter shall state the nature of the offence and shall include a statement of any remedial action the member is required to take. It shall also remind the member that, according to Article 29.11, subsequent misconduct(s) of the same order may be grounds for dismissal. In order to be deemed a letter of warning according to the terms of this Article, the letter shall be so identified.
 - iii) A second or subsequent letter of warning may include a suspension with or without pay, for a stated period not exceeding twenty (20) days.
- f) A suspension may only be issued by the Vice-Rector. Before issuing a suspension the Vice-Rector shall discuss the issues with the Association.
- g) In the case of a member jointly appointed to Departments in different Faculties, or the Library and a Faculty, the Provost shall designate the Dean of one of the Faculties concerned, or the Director of Libraries, as appropriate.

Dismissal

29.10 The dismissal of a member may only follow one (1) of two (2) possible procedures:

- a) Dismissal after letters of warning, as set out in Articles 29.11 through 29.14; or
- b) Dismissal in extraordinary circumstances as set out in Article 29.15.

Dismissal after letters of warning

29.11 The dismissal of a member shall be preceded by at least two (2) written warnings as per Articles 29.09 e) ii) or 29.09 e) iii). A reasonable time shall elapse between each of the warnings and between the last warning and the dismissal.

- 29.12
- a) If the Dean/Director, during the course of the investigation, and after at least two (2) letters of warning, decides that just and sufficient cause for dismissal of a member may exist after a culminating incident, he/she shall make a formal written complaint to the Vice-Rector, with a copy to the member and the Association. The complaint shall give particulars of the alleged reasons for dismissal. The Vice-Rector shall write to the member stating that he/she intends to initiate dismissal procedures, and invite the member and an advisor, if the member so desires, and the Association's representative to meet with the Vice-Rector and the Dean/Director.
 - b) The meeting shall be held not less than ten (10) days and not more than twenty (20) days after sending the letter referred to in Article 29.12 a). The meeting may take place in the absence of the member if the latter fails to attend, after proof that he/she received the letter. A bailiff's notice shall constitute such proof.

29.13 After the meeting envisioned in Article 29.12 b), the Vice-Rector shall decide how to proceed from among the following options:

- a) Continue dismissal procedures. In this case, he/she shall make a written recommendation to the Rector within fifteen (15) days of the meeting. The recommendation shall be sent to the member and to all who were present at the meeting.

- b) Stop dismissal procedures, but instead send a letter of concern or warning as per Article 29.09 e) within fifteen (15) days of the meeting.
- c) Stop dismissal procedures. The Vice-Rector shall so inform the member in writing within fifteen (15) days of the meeting, with copies to all who were present at the meeting. The temporary segregated disciplinary file shall be destroyed, and no reference to the proceedings shall be included in the personnel file, unless the member requests that its contents be placed in the personnel file.

29.14

- a) When the Rector receives a recommendation from the Vice-Rector to dismiss a member, the Rector's decision shall be communicated to the member within fifteen (15) days of the date of the recommendation, in writing. The member is then relieved of his/her duties, but retains full salary and benefits, for fifteen (15) days. If the member or the Association does not file a grievance within the fifteen (15) days, the member's employment is terminated at the end of that period.
- b) If a grievance is filed, the matter shall be immediately referred to arbitration as per Article 22.08 and following. The member remains suspended, with salary and benefits continuing, until the decision of the arbitrator. If the grievance is not upheld the member's employment is terminated.

Dismissal in Extraordinary Circumstances

29.15

- a) In extraordinary circumstances, the Rector may suspend a member, with or without salary, for a period of fifteen (15) days, for a stated cause involving gross misconduct. Such cause shall arise from serious threats or physical acts to person or property at the University, or actions that seriously undermine the reputation of the University.
- b) The Rector shall immediately inform the member in writing that such an action has taken place and provide the reasons for his/her decision. If no grievance is filed within fifteen (15) days from the date of suspension, the suspension becomes a dismissal.

- i) If a grievance is filed, the member's suspension shall continue, and the Rector may reinstate, continue, reduce or withhold salary until an arbitrator's decision is rendered. The Rector's decision shall be reasoned and shall be communicated to the member in writing. The grievance shall be immediately referred to an arbitrator as per Article 22.08 and following.

- ii) If the member is suspended without salary and benefits, he/she shall have the right to maintain all or a portion of the benefits at his/her expense. The member reserves the right to reclaim the amounts so disbursed if the grievance is upheld.

ARTICLE 30

STATUTORY AND NON-STATUTORY HOLIDAYS

30.01 The following days shall be recognized as holidays:

- Good Friday
- Easter Monday
- The first Monday preceding May 25 (Victoria Day)
- La Fête Nationale
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Day and December 26
- New Year's Day and January 2
- Rector's Holiday.

The Employer shall designate one floating holiday to be observed between February 1 and March 31 each year. In the event that the Federal Government enacts legislation to declare a holiday during that period, for instance, a "Heritage Day", then this shall be the day designated as the floating holiday.

30.02 Depending upon administrative and academic circumstances, the University would normally be closed from noon on December 24 until the regular time for opening on January 3. However, special consideration may require the opening of certain University facilities during this period. An announcement shall be made concerning the period of closure during the Christmas period prior to October 31, each year.

30.03 The requirements for library services and evening classes may make necessary special provisions relating to library services and evening classes only.

30.04 When a statutory holiday falls on a weekend, the Employer will recognize any other day that is officially declared a holiday.

30.05 The University community shall respect religious holidays of recognized faiths not covered above.

ARTICLE 31

VACATION

- 31.01 The employment year normally shall be from June 1 to the subsequent May 31, and shall include eleven (11) months of professional obligations and responsibilities to the University and one (1) month's vacation, payment for which is included in the annual salary.
- 31.02 Faculty members normally shall be required to be in residence at the University from one (1) full week before Labour Day until the Senate meeting concerning graduating students, except for the Christmas vacation. This residence period shall be the winter session which is divided into two terms; the fall term extends from September to December inclusive, and the winter term from January to May. The summer term is June to August.
- 31.03 Although faculty members are not obliged to be on campus during the summer term, it is understood that they shall undertake research, scholarly work, study or professional activities whenever not engaged in teaching, committee or administrative duties, whether in the winter session or not, except for the agreed vacation period(s).
- 31.04 Members normally are expected to attend Convocation if it does not fall within their agreed vacation period.
- 31.05 Members shall arrange their vacation period(s) in consultation with their Department Chair/Supervising Librarian. The member's request in regard to the scheduling of vacation shall not be refused without a valid reason.
- 31.06 Vacation entitlements are as follows:
- a) Members with less than one (1) year of continuous service as of June 1 - two (2) days vacation per month of continuous service up to a maximum of twenty two (22) days.
 - b) Members with one (1) year or more of continuous service as of June 1 - twenty-two (22) days.
 - c) Librarian members with twenty-one (21) years or more of continuous service as of June 1 - twenty five (25) days.
- 31.07 Vacation entitlement is redeemable in money only upon termination of employment.

ARTICLE 32

LEAVE WITHOUT PAY

- 32.01 A member may make written application for leave without pay to the appropriate Dean/Director explaining the reasons for the request. The member shall send a copy of the application to the Association.
- 32.02 Leave without pay shall not be granted to a member who accepts a tenured position at another university. Notwithstanding Article 32.03, a member who accepts a contract for a position at another university for more than two (2) years shall not be granted a leave without pay for longer than a year.
- 32.03 Leave without pay is normally for one (1) year, beginning June 1. Shorter leaves and extensions also may be granted. The maximum duration of a period of leave without pay shall be two (2) consecutive years. Notwithstanding the above, a longer period of leave without pay may be granted if a member is offered a prestigious appointment of limited duration by a granting agency or by agreement with the Association.
- 32.04 Written application for a leave without pay shall be made at least two weeks prior to the deadline date for academic departments to submit the course schedule for the academic year in which the leave is to commence. The Employer shall answer in writing by January 31 with a copy to the Association. Neither the leave nor its extension shall be denied without a valid reason.
- For leaves of a short duration, or in the case of emergencies, this time requirement may be waived, but in any case the application should be made as early as possible.
- 32.05 If the leave is of a short duration (twenty (20) days or less), employee benefit coverage and payments by the employee and Employer remain the same.
- 32.06 If the leave is for more than twenty (20) days, the member must arrange to pay the employee's and the Employer's contributions to any eligible benefit plans that are to remain in operation.
- 32.07 a) Time taken on leave without pay under this Article, excluding leaves of a short duration, shall not be counted as years of service towards sabbatical entitlement nor towards the period of time required to qualify for mandatory tenure consideration.

- b) Time taken by faculty members on leave without pay to a maximum of one (1) year shall count toward promotion eligibility to Professor if the Employer is assured that the duties and activities undertaken during the leave correspond to those of Article 16.
- c) Time taken by librarian members on leave without pay to a maximum of one (1) year shall count toward promotion eligibility to Senior Librarian if the Employer is assured that the duties and activities undertaken during the leave correspond to those of Article 17.

32.08 The nominal salary of a member on leave without pay under Article 32 shall be adjusted by percentage salary increments (Article 39.03.1), but not by step increases (Article 39.02.2) in the case of members governed by the New Model, or Career Development Increments (Article 39.03.2) in the case of members governed by the Old Model.

32.09 A member normally will not occupy his or her office for the duration of a leave without pay, but in consultation with the Department Chair/Division Head, arrangements may be made to leave books and equipment in place at the member's own risk.

32.10 A member on leave without pay will normally be replaced in the Department by a person with a limited term appointment.

ARTICLE 33

SICK LEAVE AND COMPASSIONATE LEAVE

Sick Leave

- 33.01 The purpose of the Employer's sick leave program is to compensate for the loss of earnings of any member who is not able to perform normal duties because of sickness, or accident other than an occupational injury.
- The cost of the program is defrayed entirely by the Employer.
- 33.02 Members who are disabled due to illness or injury are entitled to paid sick leave for periods of up to four (4) months, paid at the equivalent rate the member would have received had the member remained at work.
- 33.03 When disability continues for more than four (4) months, the member will be protected by the provisions of the Long Term Disability (LTD) Insurance Plan.
- 33.04 Successive periods of disability due to the same or related causes, and separated by a return to work of three (3) months or less, are considered to be part of the same period of disability; i.e., benefits will be paid for no more than a total of four (4) months.
- 33.05 Successive periods of disability that are entirely unrelated in cause also are considered to be part of the same period of disability if they are separated by a return to work of one (1) month or less.
- 33.06 Members receiving paid sick leave may be required to provide satisfactory medical proof of disability.
- 33.07 Disability periods of four (4) months or less have no effect on a member's participation in or eligibility for any other benefits under Article 41 of this agreement.
- 33.08 All rights and privileges of this agreement shall continue during periods of paid sick leave as per Article 33.02.

Compassionate Leave

- 33.09 It is recognized that certain circumstances may arise in the member's personal or family life which may require absence from the University for a limited period of time. Reasons for and notification of such absence shall be made before departure, whenever possible, to the appropriate Dean/Director who may authorize leave with pay. Normally such leave shall not exceed five (5) days. Such authorization shall not be withheld without a valid reason.
- 33.10 A member who is the primary caregiver for a family member shall be entitled to a compassionate reduced-time appointment under the aegis of Article 25. Application for such a reduction in duties shall be made as soon as possible, with supporting documentation, and the normal application deadline shall not apply. Notwithstanding Articles 25.02 and 25.03, even if the reduced-time appointment is longer than two (2) years, the member shall be entitled to return to work on a full-time basis. These reduced-time appointments shall not count towards the number allowed in Article 25.02.

ARTICLE 34

POLITICAL LEAVE and COURT LEAVE

34.01 Political Leave

- 34.01.1 Upon written request to the Dean/Director the Employer shall grant a member leave of absence without pay to seek nomination as a candidate, to be a candidate, and to hold political office for a single term in municipal, provincial or federal government.
- 34.01.2 The member shall make every attempt to give the longest possible notice for such leave and shall actively cooperate in arrangements to ensure the uninterrupted work of the unit.
- 34.01.3 Any member elected to the Parliament of Canada or the National Assembly is entitled to full leave without pay starting the date of the election.
- 34.01.4 In the case of a tenured member leave shall not be granted for a period longer than ten (10) years.
In the case of an untenured member leave shall not be granted for a period longer than five (5) years.
Upon expiration of the above-mentioned time limit, the employee is presumed to have resigned if she or he has not returned full-time to the University.
- 34.01.5 Persons on political leave normally will be replaced in their unit by a full-time appointment.
- 34.01.6 Persons on political leave shall maintain their research and scholarly activity.
- 34.01.7 Any member elected to municipal office is entitled to either partial leave of absence with *prorata* pay or full leave of absence without pay from the date of taking office. The leave may be partial or complete depending on the requirements of the member's elected responsibilities.
- 34.01.8 The leave shall be granted for a specific term ending either May 31 or August 31, and may be renewed.

34.01.9 Upon returning to the University, the tenured member's service shall be counted up to the date the leave commenced. In the case of partial leave, service time shall be prorated.

34.01.10 Untenured members shall automatically have probationary contracts ending May 31 of the year following their return.

Years of service prior to political leave shall not count towards mandatory consideration for tenure, unless the leave is for less than one (1) year.

34.01.11 A faculty member who wishes to resume full-time appointment earlier than agreed shall provide written notice of intent to the Dean at least one (1) academic term prior to the date at which the full-time appointment is to be resumed. Librarians shall give six (6) month's notice to the Director. Early resumption of a full-time appointment shall be at the discretion of the Employer.

34.01.12 The member shall vacate her or his office for the duration of any period of political leave, upon election to office. A member on partial leave shall retain her or his office, but may be required to share it.

34.01.13 The member on full leave, upon request, may continue to participate in the benefit plans of the University, should these plans so permit, on condition that the member pay both the member's and the Employer's contributions.

34.02 **Court Leave**

Paid leave shall be granted to any member required to be a witness or juror by anybody in Canada with powers of subpoena. The member shall notify the Department Chair/Division Head immediately upon receipt of notification that the member shall be required to attend court, and present a copy of the summons or subpoena. The member shall remit to the Employer all compensation received from the court other than amounts received for traveling or living expenses.

ARTICLE 35

PREGNANCY LEAVE AND PARENTAL LEAVE

35.01 The following arrangements are provided for parents to enable members to combine successfully an academic career and family responsibilities without significant financial and career disadvantage, and to recognize the role of both parents in childbirth and child rearing.

35.02 The provisions for Pregnancy Leave as set out in Articles 35.03 to 35.06 shall apply for members who are pregnant. The provisions for Parental Leave as set out in Article 35.08 and following shall apply in the event that a member assumes the primary child care responsibility upon the birth or adoption of a child. Only one parent may benefit from a parental leave, but should they so wish, two parents may share the benefits of the leave provisions.

35.03 PREGNANCY LEAVE

35.03.1 The appropriate Dean/Director shall, upon the request of a pregnant member and upon receipt of a medical certificate indicating the expected birth date, grant the member eighteen (18) consecutive weeks unpaid Pregnancy Leave.

35.03.2 A member may begin Pregnancy Leave no earlier than seventeen (17) weeks before the expected birth date.

35.04 PREGNANCY LEAVE WITH SUPPLEMENTAL BENEFITS

35.04.1 During the period of Pregnancy Leave as specified in Article 35.03.1, and subject to the Employment Insurance (EI) criteria for eligibility, a member who has accumulated 600 hours (approximately seventeen (17) weeks) in the fifty two (52) weeks immediately preceding the expected birth date is entitled to supplementary benefits as follows:

- a) for the first two (2) weeks (the waiting period) she shall receive 100% of her actual salary;

- b) for up to a maximum of fifteen (15) additional weeks, she shall receive an amount equal to the difference between the Employment Insurance (EI) benefits received and 95% of her actual salary¹ ;
- c) payments shall begin no earlier than eight (8) weeks before the expected birth date and end no later than seventeen (17) weeks after the birth date unless the child is confined to hospital. In the event of a miscarriage or a stillbirth, payment is limited to six (6) weeks from the date of the loss.

35.04.2 To receive the supplementary employment benefit defined in Article 35.04.1 b), the member shall supply the Employer with proof of application to the Employment Insurance Commission. The payment of the supplementary employment benefit shall be as follows:

- a) the Employer shall estimate the amount of (EI) payment and provide supplementary payments to the member on the usual salary payment schedule and these supplementary payments shall be regarded as an advance;
- b) the member shall provide the Employer with evidence of the actual EI payments received;
- c) the Employer shall adjust subsequent payments to the member, up or down, to achieve the top-up described in Article 35.04.1 above, based on the actual EI payment received by the member.
- d) Notwithstanding Article 35.04.1, a member who is ineligible for EI benefits shall be entitled to compensation equal to 95% of her actual salary for a ten (10) week period.

35.05 **NOTICE REQUIRED FOR PREGNANCY LEAVE**

35.05.1 The member shall give written notice to the appropriate Dean/Director of the intention to take a Pregnancy Leave. In the case of a librarian member, the notice period shall be two (2) months prior to the date of the leave. In the case of faculty members, if the leave is to begin during a term in which the member would normally have been assigned teaching duties, the

¹ For the purpose of this Article “actual salary” refers to the member’s annual salary used for pension plan purposes at the time the member qualifies for the benefit.

notice period shall be one (1) month before the first day of scheduled classes for that term. Otherwise, the notice period shall be two (2) months prior to the date of the leave. However, the notice may be less than specified above if the member provides a medical certificate which states the member must stop work earlier.

35.05.2 The notice period in Article 35.05.1 shall not apply if the member stops working because of complications caused by her pregnancy or because of a birth, stillbirth or miscarriage that happens earlier than the member was expected to give birth. In such circumstance, the member shall, within two weeks of stopping work, give the Employer:

- a) written notice of the date the Pregnancy Leave began or is to begin; and
- b) a medical certificate that,
 - i) in the case of a member who stops working because of complications caused by her pregnancy, states that she is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date; or
 - ii) in any other case, states the date of birth, stillbirth or miscarriage and the date the member was expected to give birth.

35.06 **END OF PREGNANCY LEAVE**

35.06.1 The Pregnancy Leave of a member who is entitled to take Parental Leave shall end no later than eighteen (18) weeks after the Pregnancy Leave began.

35.06.2 The Pregnancy Leave of a member who is not entitled to take Parental Leave shall end eighteen (18) weeks after the Pregnancy Leave began or six (6) weeks after the birth, stillbirth or miscarriage, whichever is later. In the case of a stillbirth or miscarriage, the member shall also be entitled to sick leave coverage and other salary insurance coverage after the date the Pregnancy Leave ends if the member cannot return to full-time work for medical reasons, provided the eligibility requirements of those plans are met.

- 35.06.3 If a member on Pregnancy Leave wishes to take less than eighteen (18) weeks Pregnancy Leave, the member shall give written notice to the Dean/Director of her intention to return to work at least four (4) weeks prior to her expected date of return.

35.07 **POST-NATAL LEAVE FOR NONBIRTH PARENT**

On the occasion of the birth or adoption of a child, the member shall be entitled to a leave with full salary and benefits of up to five (5) days, to be taken at the discretion of the member within fifteen (15) days after the child arrives at the residence. A member taking such leave shall so advise the Dean/Director.

35.08 **PARENTAL LEAVE**

- 35.08.1 A member who is a parent of a newborn child, and a member who adopts a child who has not reached the age of compulsory school attendance is entitled to a Parental Leave as set out in Article 35.09 of not more than thirty-seven (37) consecutive weeks following the birth of the child or the coming of the child into the custody, care and control of a parent for the first time.

- 35.08.2 The Parental Leave of a mother who has taken Pregnancy Leave is not more than thirty-five (35) weeks and shall begin when the Pregnancy Leave ends or when the child first comes into the custody, care and control of the mother.

- 35.08.3 For other parents, including adoptive parents and natural fathers who undertake the sole care of their offspring, Parental Leave may not begin before the birth of the child or, in the case of adoption, the day the child first comes into the custody, care and control of the parent.

35.09 **PARENTAL LEAVE WITH SUPPLEMENTAL BENEFITS**

During the period of Parental Leave as specified in Article 35.08.1, a member who is eligible for Parental Leave and who has been employed by the Employer for at least 600 hours (approximately seventeen (17) weeks) in the last fifty two (52) weeks, or since the start of the member's last Employment Insurance (EI) claim, whichever is shorter, shall be entitled to supplementary benefits as follows and in accordance with the requirements set out in Article 35.04.2:

- a) for the first two (2) weeks the member shall receive 100% of her/his actual salary if the member has not taken Pregnancy Leave; and
- b) for the next ten (10) weeks of the Parental Leave, or such portion thereof as the member applies to take pursuant to the relevant government regulations, the member shall receive an amount equal to the difference between the EI benefits received and 95% of the member's actual salary. Effective 1 January 2003 this entitlement shall be extended from ten (10) to twenty (20) weeks, and effective 1 January 2004 from twenty (20) weeks to the entire period of thirty five (35) weeks specified in Article 35.08.1.
- c) Parental benefits may be claimed by one parent or shared between the two partners. If shared, only one waiting period shall be served by one parent per birth or adoption.

35.10 NOTICE REQUIRED TO TAKE PARENTAL LEAVE

35.10.1 Members shall give written notice to the appropriate Dean/Director of their intention to take a Parental Leave. In the case of a librarian member, the notice period shall be two (2) months prior to the date of the leave. In the case of faculty members, if the leave is to begin during a term in which the member would normally have been assigned teaching duties, the notice period shall be one (1) month before the first day of scheduled classes for that term. Otherwise, the notice period shall be two (2) months prior to the date of the leave. However, the notice may be less than specified above if the member provides a medical certificate, which states the member must stop work earlier.

35.10.2 If a member on Parental Leave wishes to change the date for return to work, the member shall give written notice to the Dean/ Director of her/his intention to return to work at least one (1) month prior to the academic term in which the member resumes teaching. Librarian members shall give one (1) month notice.

35.11 GENERAL CONSIDERATIONS

35.11.1 Provisions of the Pregnancy Leave and/or Parental Leave for a member shall be no less than those provided for in the relevant government legislation.

- 35.11.2 During Pregnancy Leave and Parental Leave, members shall continue to participate in the pension plan and the other benefit plans set out in Article 41, provided that they pay their share of the full applicable contributions and premiums, unless they elect not to do so in writing.
- 35.11.3 Upon return to work from a Pregnancy Leave or Parental Leave, members shall resume their former position, with full salary and benefits as provided for under this Collective Agreement. The period of a member's Leave shall be included in the calculation of length of service for seniority as it pertains to Articles 44 and 45 and pension purposes.
- 35.11.4 Upon request to the Dean/Director, a pregnant member shall benefit from an adjustment of duties until eight (8) weeks before the anticipated date of delivery, when complications related to the pregnancy justify it, or when working conditions expose her to physical dangers, to infectious diseases or danger of miscarriage.
- 35.11.5 In cases where a portion of the Parental Leave coincides with period of paid vacation, the member shall not receive compensation under this Article for the duration of the overlap.
- 35.11.6
- a) A faculty member who requests or returns from a Parental Leave that overlaps two (2) academic terms in which the member would normally have been assigned teaching duties, in such a way that it is not possible to assign teaching in either of the two (2) terms, may be required to rearrange the teaching in subsequent terms under the provisions of Article 16.08 c).
 - b) Faculty members who return from Pregnancy Leave or Parental Leave are normally eligible to rearrange their assigned teaching duties of the next two (2) year period as per Article 16.05 b). The member should request reassignment as early as possible to facilitate appropriate arrangements.
- 35.11.7 The member may apply to prolong parental leave through a reduced time appointment of a maximum period of thirty (30) months. Such reduced-time appointments shall not count under the limits imposed by Article 25.02 and Article 25.03. Members must inform their Dean/Director of the intention to avail

themselves of a reduced time appointment at least six (6) months before the end of their Parental Leave. The prolongation of Parental Leave through a reduced time appointment is governed by the relevant provisions of Article 25. For the purpose of this provision the requirement that the member be tenured shall be waived.

35.11.8 A member who so wishes may apply to prolong Parental Leave by a leave without pay for a maximum period of one (1) year pursuant to Article 32. The member must advise the appropriate Dean/Director of the date of return at least five (5) months in advance. A faculty member should arrange to return at the beginning of an academic term.

35.11.9 A librarian member on Pregnancy Leave or Parental Leave will normally be replaced.

ARTICLE 36

RETRAINING LEAVE

When a member requests a retraining leave, and it is in the interests of the University, special leave may be granted to facilitate retraining. A member shall apply for such a leave to the appropriate Vice-Rector, who is responsible for negotiating the conditions, if such a leave is granted.

ARTICLE 37

MISCONDUCT IN ACADEMIC RESEARCH AND SCHOLARSHIP

37.01 Authorship

Members shall recognize and include as authors only those who have made a substantive intellectual contribution to the work in question.

37.02 Intellectual misconduct in academic research and scholarship is defined as:

- a) fabrication, falsification, or plagiarism;
- b) failure to recognize by authorship or due acknowledgement the substantive contributions of others, including students; or using of new information, concepts or data obtained through access to confidential manuscripts or applications for funds for research or training or that may have been seen as a result of processes such as peer review; or using archival material in violation of the rules of the archival source;
- c) failure to comply with relevant federal and provincial statutes and regulations as well as University regulations for the protection of researchers, human subjects, or the health and safety of the public, or for the welfare of laboratory animals, or failure to meet other legal requirements that relate to the conduct of research.

Misconduct in research and scholarship does not include those factors intrinsic to the process of academic research, such as honest error, conflicting data, or differences in interpretation or judgement of data or of experimental design.

37.03 Financial misconduct in academic research and scholarship is defined as:

- a) the intentional misuse of funds designated for research purposes;
- b) intentional failure to reveal any material conflict of interest to the agencies funding the member's university research, to those who commission such research, to an editor or agency requesting the member to undertake reviews of research grant applications or manuscripts for publication, or to an agency requesting the member to test products for sale or distribution to the public;

- c) intentional failure to reveal to the University any material financial interest in a company that contracts with the University to undertake research, particularly research involving the testing of that company's products or to supply goods or services directly pertaining to the member's university research. Material financial interest includes ownership, substantial stockholding, a directorship, substantial honoraria or consulting fees but does not include stock holdings in publicly traded or private companies where holdings constitute less than ten percent (10%) of the outstanding common stock.

37.04 Procedures:

The procedures of Article 29 apply except as follows:

- i) All correspondence invoking this Article and/or disciplinary actions arising from this Article shall be so identified;
- ii) all suspensions leading to dismissal, and identified as such in accordance with Articles 29.14 or 29.15, shall be with salary and benefits continuing until the results of the arbitration process (Article 22) are known.

ARTICLE 38

STIPENDS AND ADDITIONAL COMPENSATION

38.01 This Article covers compensation paid to a member as a stipend above the nominal salary defined in Article 39. A stipend is taxable income, but it is not considered to be salary for the purposes of benefits calculation.

38.02 The Employer shall not offer, and the member shall not receive, any compensation in addition to the compensation provided for in this Agreement. Notwithstanding the above, compensation received by members from external sources but paid through the Concordia University (such as compensation flowing from approved research projects, if permitted by the granting agency; contract research; community outreach or other similar programs that involve non-credit teaching) shall be treated as compensation for outside professional activities as per Article 24 and shall not be affected by this Article. However, payments that are not set according to an external policy (such as compensation through approved research projects and contract research) but are established within the University, require prior approval of the Salary Committee (Article 39.05).

38.03 Stipends specified in other Articles of this Agreement:

- a) Additional Teaching Article 16.12
- b) Chairs and Academic Unit Heads Articles 20.01 and 07
- c) Academic Chairs and Special Professorships Article 12.08
- d) University Appeals Board Article 21.05 h)

38.04 Stipends for FPTC members

Members of each FPTC pool, except those serving on the Arts and Science FPTC, shall receive a stipend of \$3,000 over a two (2) year period. For members who serve for less than two (2) years the amount shall be pro-rated to the time served. Members of the Arts and Science FPTC pool shall receive a stipend of \$6,000 over a two (2) year period, pro-rated to the time served.

38.05 Discretionary Stipends

- a) Other stipends may be paid by the Dean/Director on a discretionary basis to compensate members for performing special tasks, provided these stipends follow guidelines established by the Salary Committee (Article 39.05) and are reported to the Salary Committee at its next meeting. In cases that are not covered by the guidelines, stipends shall be recommended by the Dean/Director to the Salary Committee for approval. No member shall receive more than a total of \$24,000 annually for performing special tasks assigned by the Dean.
- b) The Salary Committee shall pay special attention to achieving equity among tasks and across Faculties in establishing its guidelines, and when considering recommended stipends.
- c) Notwithstanding the above, for any member currently receiving a discretionary stipend for performing special tasks, or to whom a stipend was already committed for 2002-2003, the provisions of Article 38.05 a) shall take effect only when the member's current term of office expires or no later than 31 May 2004 whichever is earlier.

38.06

- a) No stipend can be used
 - as an advance on future salary
 - to raise the payments specified in Article 16.12
 - as part of a general compensation policy.
- b) Notwithstanding the above, members currently receiving a stipend as an advance on future salary shall continue to receive it (or a portion thereof) until such time as the other components of their salary as determined by Articles 39 and 40 reach the same level.

ARTICLE 39

SALARY STRUCTURE

Preamble

This article describes two models for salary – the New Model (Article 39.02) and the Old Model (Article 39.03). The New Model applies to all new hires and those with fewer than nine (9) full years of relevant experience (see Article 40.06) as of the signing of the collective agreement; the Old Model applies to all other ongoing members.

39.01 Salary floors

39.01.1 **Faculty**

The salary floors for each rank apply to both Models and are related to the floor for the rank of Assistant Professor (FAP) by the following indices:

Tenure track		Extended term	
<u>Rank</u>	<u>Index</u>	<u>Rank</u>	<u>Index</u>
Lecturer	0.86	Lecturer	0.86
Assistant Professor	1.00	Senior Lecturer	1.20
Associate Professor	1.27		
Professor	1.54		

When the floor for Assistant Professor is raised by a percentage salary increment, the floors of the other ranks shall be adjusted according to these indices.

39.01.2 **Librarians**

The salary floors for each rank are related to the floor for the rank of Librarian II by the following indices:

<u>Rank:</u>	<u>Index</u>
Librarian I	0.92
Librarian II	1.00
Associate Librarian	1.21
Senior Librarian	1.52

The floor for Librarian II shall be 86% of that of Assistant Professor. When the floor for Librarian II is raised by a percentage salary increment, the floors of the other ranks shall be adjusted according to these indices.

39.02 **New Model**

39.02.1 A member's nominal salary may be composed of up to three (3) components: a grid component, a market supplement, and an individual supplement. All three components of the nominal salary are considered earnings for pension and benefits purposes.

39.02.2 **The Grid Component**

The grid component is derived from a grid composed of floors, steps, and ceilings. For tenure-track faculty members, the grid is related to the floor for the rank of Assistant Professor (FAP) by the indices in Appendix 4 A. For extended-term faculty members the grid is related to the floor for the rank of Lecturer (see Appendix 4 B). For librarian members, the grid is related to the floor for the rank of Librarian II (see Appendix 4 C). New hires are initially placed on the grid based on their rank and years of relevant experience. The grid shall be adjusted on an annual basis, effective June 1, in accordance with the percentage adjustment in Article 40. Members below the ceiling of their rank move up a step on the grid each year, effective June 1, provided that either performance has been at least satisfactory in the biennial performance review or they are not subject to review as per Article 14.14.4 or Article 15.12.4. After a promotion, members move either to the first step of the new rank, or, if they are already above the floor, to the next highest step in the new rank.

39.02.3 **The Market Supplement**

- a) Hiring in selected disciplines with the appropriate terminal degree in that discipline requires the payment of a market supplement.
- b) The disciplines carrying market supplements and the corresponding initial market supplements are specified in Appendix 5 for those hired in 2002-2003 and those hired to start in 2003-2004. The market supplements for future hires shall be established each subsequent year by the Salary Committee (see Article 39.05) with the help of a compensation expert.

- c) The initial market supplement paid to tenure-track faculty members appointed in these disciplines is maintained at a constant amount during the years as Lecturer and Assistant Professor and is then reduced each year (note that only the market supplement decreases; the nominal salary continues to increase). In the case of librarian members the initial market supplement is maintained at a constant amount during the years as Librarian I and II and is then reduced each year. In the case of limited term members and extended-term members there are no general market supplements, but individual supplements may be added when appropriate.
 - i) If the market supplement for faculty members is equal to or greater than 50% of the FAP at the time of hire (the initial FAP), it is reduced by 8% of the initial FAP at the time of promotion to Associate Professor and then reduced annually by 1.5% of the initial FAP.
 - ii) If the market supplement for faculty members is less than 50% of FAP (resp. 43% of the FAP for librarian members), it is reduced by an amount equal to 16% of the initial amount at the time of promotion to Associate Professor (resp. Associate Librarian) and then reduced annually by 3.0% of the initial amount.
 - iii) If the reduction of the market supplement exceeds the step in any year, the nominal salary is not reduced. Such members continue to receive their constant nominal salary until such time as the other components of their nominal salary reach the same level as the constant nominal salary.
 - iv) Reductions in the market supplement cease when the depreciated market supplement reaches zero.
- d) Market supplements are not subject to any percentage increases.

39.02.4 **Individual Supplements**

- a) The Provost, on recommendation of the Dean/Director, may offer an additional hiring supplement to a member appointed after the

effective date of this collective agreement as a recruitment incentive.

- b) Subsequent to hiring and on the recommendation of the Dean/Director and the approval of the Salary Committee, the Provost may grant a member an individual supplement or increase an individual supplement already granted to respond to external university market conditions.
- c) An individual supplement remains constant for a five (5) year period and shall be reviewed in the fifth year. Following each review, the supplement may be maintained, increased, decreased, or eliminated. Individual supplements are not subject to any percentage increases. If a member's individual supplement is to be decreased or eliminated, the nominal salary remains constant. The member continues to receive the constant nominal salary until such time as the other components of the nominal salary reach the same level as the constant nominal salary.

39.03

Old Model

Salaries of on-going members that are governed by the Old Model shall be adjusted on an annual basis, effective June 1, in accordance with the components of Article 39.03. "Ongoing members" refers to those members who were on payroll holding tenured or extended term appointments the preceding May 31 and still on payroll on June 1 as well as on the date of payment. Such salary adjustments shall include percentage as well as fixed-dollar increments.

39.03.1 **Percentage Salary Increments**

A percentage salary increment shall be applied to the member's nominal salary at May 31 of the academic year preceding that to which the salary increment is applied. The percentage salary increment shall be applied to the nominal salary, up to the ceiling of the grid for the member's rank. Exceptionally for 2002-2003 and 2003-2004, the ceiling of full professor shall apply for all ranks.

39.03.2 **Career Development Increments**

A fixed-dollar Career Development Increment (CDI) shall be awarded annually each June 1 based on the biennial Performance Evaluation in Article 14. CDIs become part of the member's nominal salary. The full CDI for faculty and librarian members shall be equal to 3.0% of the FAP as of June 1 of the academic year in which

it takes effect. Upon satisfactory performance a full CDI or portion thereof shall be incorporated annually into the nominal salary of ongoing members.

- a) Members whose salaries at the effective date of payment are less than or equal to two (2) times the FAP shall receive a full CDI.
- b) Members whose salaries are greater than two (2) times the FAP shall receive either a full CDI or a portion thereof as detailed in items i) thorough v) below.
 - i) Associate Professors, Senior Lecturers and Associate Librarians with no more than twenty-five (25) years of service at Concordia or elsewhere at the effective date of payment shall receive a full CDI.
 - ii) Associate Professors, Senior Lecturers and Associate Librarians with twenty-six (26) to thirty (30) years of service at Concordia or elsewhere at the effective date of payment shall receive the greater of two-thirds ($2/3$) of a full CDI or a full CDI less the difference between the member's salary and twice the FAP.
 - iii) Associate Professors, Senior Lecturers and Associate Librarians with more than thirty (30) years of service at Concordia or elsewhere at the effective date of payment shall receive the greater of one-half ($1/2$) of a full CDI or a full CDI less the difference between the member's salary and twice the FAP.
 - iv) Full Professors and Senior Librarians with up to thirty-five (35) years of service at Concordia or elsewhere at the effective date of payment shall receive a full CDI.
 - v) Full Professors and Senior Librarians with more than thirty-five (35) years of service at Concordia or elsewhere at the effective date of payment shall receive the greater of one-half ($1/2$) of a full CDI or a full CDI less the difference between the member's salary and twice the FAP.

39.03.3 An adjustment shall be given, if required, to bring the member's nominal salary to the floor of the rank after promotion. The adjustment is applied after the CDI is awarded.

39.03.4 Salary adjustments may also be made to a member's nominal salary to bring a salary into line with others in the discipline taking into consideration the total years of service and performance at Concordia or to respond to external university market conditions. The following procedure shall apply to members who are granted adjustments:

- a) The appropriate placement on the grid shall be determined. If the current salary is equal to or greater than the grid salary, the salary shall be split into its component parts and the adjustment, if granted, shall be in accordance with Article 39.02.4 b).
- b) If the adjustment is less than the amount necessary to bring the member to the appropriate grid placement, the adjustment shall be incorporated into the nominal salary and the member shall remain on the Old Model.
- c) If the adjustment amount is sufficient to bring the salary to the appropriate grid placement, the adjustment shall be incorporated into the nominal salary and the member shall move to the New Model.
- d) If the adjustment amount is greater than the amount necessary to bring the salary to the appropriate grid placement, the portion of the adjustment necessary to reach the step on the grid shall be incorporated into the grid component and the member shall move to the New Model. The balance of the adjustment above the grid component shall be treated in accordance with Article 39.02.4 b).

39.04 **Merit**

Merit will normally be paid as an annual lump sum based on the preceding performance evaluation and shall not be a component of the nominal salary, unless the restrictions on CDI under Article 39.03.2 a) and b) apply and the member has shown outstanding performance (i.e., received the highest merit amount). In such cases a portion of the merit equal to the amount needed to bring the CDI to its full value, or the amount of merit awarded (whichever is less), shall be built into the nominal salary in lieu of the lump sum. Alternatively, the member may choose to receive the merit award. Should

the merit awarded be greater than the amount needed to bring CDI to its full value, the balance shall be paid as a lump sum.

39.05 **Salary Committee**

- 39.05.1 A Salary Committee shall be set up composed of two (2) individuals appointed by the University and two (2) members appointed by the President of the Association. The committee shall be chaired by the Provost, who shall vote only in the event of a tie. The Salary Committee shall determine its own rules of procedure.

- 39.05.2 The Salary Committee shall be responsible for approving or changing individual supplements (Article 39.02.4 b) and c)), and adjustments under Article 39.03.4. It shall also establish the market supplement for each discipline each year. To facilitate the work of the Salary Committee, the Faculty Deans/Director shall report, with reasons, all the hiring supplements (Article 39.02.4 a)) that have been awarded since the Committee's previous meeting.

- 39.05.3 In all cases, the Provost shall send a reasoned decision to the member with a copy to the Association.

- 39.05.4 The committee shall issue an annual report to all members that shall provide information by Faculty of the number of individual supplements and the number of adjustments granted under each clause, and the minimum, maximum, and average amount awarded by Faculty. This shall be done in a manner that protects the right to privacy of the individuals.

ARTICLE 40

SALARIES

40.01 Salary floors for members effective 11:59 P.M. on 31 May 2002 are:

Faculty

Tenure track		Extended term	
Lecturer	\$43,000	Lecturer	\$43,000
Assistant Professor	50,000	Senior Lecturer	60,000
Associate Professor	63,500		
Professor	77,000		

Librarians

Librarian I	\$39,560
Librarian II	43,000
Associate Librarian	52,030
Senior Librarian	65,360

40.02 **Percentage Salary Increments**

The percentage salary increments to be applied to the floors (subject to Article 40.04), the grid and on-going members under the Old Model are as follows:

- a) effective June 1, 2002, a cost of living adjustment (COLA) of 2.25%
- b) effective June 1, 2003, a COLA of 2.25%
- c) effective June 1, 2004, a COLA of 2.25%
- d) effective June 1, 2005, a COLA of 2.25%
- e) effective June 1, 2006, a COLA equal to the percentage increase in the CPI over the previous calendar year (i.e., the percentage change in the CPI (1992=100) for Canada from December 2004 to December 2005). Any excess of CPI over 5% shall be reduced by 50%.

40.03 **Merit**

An amount of \$600,000 will be allocated biennially beginning in 2004-2005 for merit payments to faculty members and librarians holding tenured and five-year extended term appointments in accordance with Articles 14.14 and 15.12. Merit will be paid to eligible members in amounts ranging from six hundred dollars (\$600) per year to twelve hundred dollars (\$1,200) per year. The Dean/Director of each Faculty/Library shall decide on two (2) different amounts within that range for merit awards in the Faculty/Library.

40.04 **Individual Supplements and Adjustments**

Individual Supplements under the New Model and Adjustments under the Old Model may be made from time to time; both shall be made in accordance with Article 39. A maximum amount of \$500,000 per year from 2003-2004 to 2006-2007 shall be available for these purposes. Any money not distributed may be carried over into the next academic year. An equal amount of money to any sum spent on Individual Supplements and adjustments over the amount available in a given academic year shall be added to the COLA of the following academic year.

40.05 **Internal/External Equity Adjustments**

An amount of four million (\$4,000,000) dollars has been earmarked for the Internal/External Equity Adjustments. It will be distributed as set out in Articles 40.06 to 40.09. Finally, another amount of at least four hundred and forty thousand dollars (\$440,000) has been set aside to make any other adjustments necessary for internal equity reasons (IER). Any balance not spent for each type of adjustment shall be added to the COLA of 2004-2005.

40.06 For members with fewer than nine (9) full years of relevant experience as of the signing of the collective agreement (see Appendix 6 A), the grid salary in Appendix 6 B, C and D shall take effect at 11:59 P.M. on 31 May 2002 as follows:

- a) If the member's 31 May 2002 nominal salary is equal to the grid salary, the nominal salary becomes the grid salary.

- b) If the member's 31 May 2002 nominal salary is less than the grid salary, the member's nominal salary is adjusted upward to become the grid salary, subject to the limit of Article 40.12. If the member is also in a discipline carrying a market supplement, then that market supplement is applied to the member's nominal salary, subject to the condition that the total adjustment not exceed the limit of Article 40.12.
- c) If the member's 31 May 2002 nominal salary is greater than the grid salary, the grid salary becomes a component of the nominal salary, which is retained. The balance is dealt with as follows:
 - i) if the member is in a discipline carrying a market supplement, the balance is first attributed to the market supplement (Article 39.02.3 c)) and any remainder shall be defined to be an individual supplement (Article 39.02.4). If the balance is less than the appropriate market supplement, the balance is adjusted upward to become the appropriate initial or depreciated market supplement as the case may be, subject to the limit of Article 40.12.
 - ii) if the member is not entitled to a market supplement, the balance shall be defined as an individual supplement (Article 39.02.04).
- d) Individual supplements created by a division of current nominal salaries are permanent and not subject to review.
- e) There is an additional Internal/External Equity Adjustment for those on-going members who move to the New Model. The Performance-based amount to be awarded to members, up to the maximum of approximately \$5,500, is a function of: (1) the number of performance exercises they participated in; (2) the quality of their performance as assessed in each of the exercises of 1998, 2000 and 2002, as applicable; and (3) the formula of Article 40.09, including the provisions of Appendix 8. The amount awarded shall be granted as an Individual Supplement that is subject to review.

40.07

Members who joined the University between June 1, 2002 and the signing of the collective agreement shall be placed on the grid of 2002-2003 (Appendix 7) using the same principles as in Article 40.06.

40.08

Internal/External Equity Adjustments for those on-going members who remain under the Old Model is a function of the quality of their performance during three (3) review exercises, 1998, 2000 and 2002, which together covered approximately nine (9) years of performance (June 1, 1993 – January 31, 2002). It includes a fixed amount for those with salaries under \$112,500 and a variable amount for all members ranging from zero up to a maximum of approximately \$5,500. These amounts become part of the member's nominal salary and shall be awarded as follows:

- a) Members who received a CDI in each of the three (3) review exercises and whose salaries are less than \$109,500 shall receive an amount of \$3,000. Members whose salaries fall between \$109,500 and \$112,500 shall receive the amount necessary to bring their salaries to \$112,500.
- b) Members who were denied a CDI in any one of the performance review exercises and whose salaries are less than \$109,500 shall receive an amount of \$2,000. Members in this category whose salaries fall between \$109,500 and \$111,500 shall receive the amount necessary to bring their salaries to \$111,500.
- c) In addition, all members, except those covered by Article 40.08 b) and those taking retirement or early retirement effective 31 May 2003, may receive a performance-based amount (PBA) of up to the maximum of approximately \$5,500 based on the quality of their performance over the nine (9) year period. (See Article 40.09.)

40.09

For members who participated in all three exercises, the maximum to be awarded as the PBA is approximately \$5,500. For other eligible members, the maximum is approximately \$1,500 for each performance evaluation exercise in which the member participated. The precise value of the PBA shall be determined once the total initial costs of the adjustments under this Article are known (Articles 40.06 a) and b), 40.07, and 40.08 a) and b)) as well as the parameters of the distribution of the PBA (Appendix 8). In addition, the PBA shall be limited by one of the following amounts depending on the relevant model:

- a) New Model: The actual salary increase credited as a PBA to the member governed by Article 40.06 shall be PBA reduced by the absolute value of the difference between the member's *placement* salary (grid plus market supplement) and the member's current salary.

- b) Old Model: If a member received an adjustment characterized as “to respond to external university market condition” (Article 39.06.2 b) of the previous Collective Agreement, then the amount is included as part of the maximum total adjustment possible under Article 40.12.

40.10 Those members on the New Model shall receive their new nominal salary, less the PBA as per Article 40.09, effective 1 June 2002. For those members on the Old Model, the amounts under Articles 40.08 (a) and (b), shall be paid effective 1 June 2002. The amounts under Article 40.06 b) and 40.08 (c) shall be paid effective 1 June 2003.

40.11 The following procedure and the procedure in Appendix 8 shall be used to distribute the amounts under Articles 40.06 e) and 40.08 (c):

- a) The Dean/Director shall inform eligible members of their relative entitlement based on the results of the performance reviews by March 14, 2003. Members who are ineligible shall be so informed by the same date.
- b) Members who feel that their performance was inappropriately assessed shall write to the Dean/Director by March 28, 2003 and request that the Dean/Director and the FPTC/LPC review their overall performance over the entire period of eligibility. The member shall re-submit by April 11, 2003 the original dossiers that were evaluated by the DPC and at the Dean’s level, together with a covering letter containing a reasoned statement that indicates clearly why the original assessment was inappropriate. The covering letter may also include new relevant information that had not been submitted originally in any of the dossiers. The member shall clearly identify this information as new and explain why it was not included with the original submission(s). If the previously submitted dossiers are available in the member’s personnel file, only the covering letter need be submitted.

- c) The Dean/Director shall review, with the FPTC/LPC, the original DPC recommendations, the member's dossiers, the information in the member's covering letter, and the results of the original performance evaluations. The new assessment may increase, decrease or leave unchanged the member's overall entitlement, although it shall in no case become a CDI denial. The Dean/Director shall inform each member in writing of the decision. The decision shall be final and binding and not subject to Article 22 unless there is an alleged procedural violation. In such cases, if the Joint Grievance Committee finds that there was a procedural violation substantial enough to have affected the decision, it will normally recommend a reconsideration of the issue.
- d) Notwithstanding Articles 40.11 a) to c), if a member's performance evaluation had been the subject of a grievance, the final results of that evaluation, as per Article 22, may not be contested again by the member.

40.12 Maximum Adjustments

The maximum total adjustment possible is \$12,000 whether a member's salary is governed by the New Model or the Old Model. Notwithstanding the preceding, a total adjustment of more than \$12,000 shall be made, if required, to bring a member's salary to the salary floor of the appropriate rank. In this case, regardless of years served, the member's salary shall be governed by the Old Model.

40.13 The IER adjustments are not governed by the maximum stated in Article 40.12. They are considered by the Salary Committee after all other adjustments have been applied. Such adjustments are governed by the principles of Article 39.03.4. Amounts granted as adjustments for internal equity reasons are effective June 1, 2003. Particular attention shall be paid to members who are within five (5) years of the interface between the Old Model and New Model.

40.14 Notwithstanding Article 39.02.3 c) and d), if any market supplement established as per Article 39.02.3 b) for hiring in 2005-06 exceeds the corresponding supplement specified in Appendix 5 by twenty percent (20%) or more, all eligible members carrying that supplement shall receive an adjustment to their market supplement, effective 1 January 2005. The adjustment shall equal the amount required to raise the actual market supplement of the affected members to the amount it would be, after applying the appropriate reductions as per Article 39.02.3 c), if the increased market supplement had been the one specified in Appendix 5.

ARTICLE 41

BENEFITS

41.01 Members covered by this agreement are entitled to participate in the Concordia University Benefits Program, in accordance with the terms contained therein, including:

- a) Pension Plan for the Employees of the Concordia University;
- b) Concordia Health Care Insurance;
- c) Long-Term Disability Insurance;
- d) Basic Life Insurance;
- e) Dental Care;
- f) Vision Care;
- g) Accidental Death and Dismemberment Insurance;
- h) Optional Life Insurance;
- i) Optional Dependent Life Insurance;
- j) Registered Retirement Savings Plan.

The Employer agrees to maintain the constituent plans a) to f) above for which the cost is borne by the Employer in whole or in part, at the coverage and benefit levels and under the terms and conditions in effect on May 31, 2002 except as may be further modified during the life of this agreement according to the provision of Article 41.03. The Employer also agrees to maintain the constituent plans g) and h), i) and j) above, for which the entire cost is borne by the employees, according to the provisions of Article 41.04. No active members shall be excluded from full participation of any plans b), e), f), and g) on the basis of whether or not they are in receipt of their pension. The nature of their participation in each plan, however, shall be defined by the terms of that plan.

41.02 The Employer agrees to maintain the Concordia Employee Benefits Committee (Benefits Committee) and the Concordia Pension Committee (Pension Committee). The Association shall have two (2) representatives on each Committee, such representatives to have the right and responsibility of full disclosure to the Association of all plans, policies and determinations of both Committees, except for nominative information. Notwithstanding the above, in the case of the Pension Committee the representatives of the Association shall exercise due diligence, and shall act in the interests of all Pension Plan Members. The Association shall notify the Employer, in writing, of the names of two (2) representatives who shall be recognized as representing its members on each Committee until such a time as the Association notifies the Employer, in writing, of a change of representative(s). It is further agreed that the Association's representation on these two (2) Committees shall be no less than the proportional representation in place on November 30,1995.

41.03 The Employer agrees not to make structural changes to the constituent plans a), b), c), d), e) and f) of Article 41.01 that have financial implications for members without the consent of the Benefits Committee or Pension Committee as appropriate. No changes to the constituent plans g), h) or i) shall be made without the consent of the Benefits Committee. Notwithstanding the above, the Employer shall not be required to implement changes that are demanded by the Benefits Committee and refused by the provider of the benefit, nor shall the Employer be required to continue a constituent plan in case changes such as higher premiums or fees are demanded by the provider and not approved by the Benefits Committee, or the level of participation falls below that required by the provider.

41.04 Any proposals for policy changes in benefits or pension that must be approved by the Benefits Committee or Pension Committee as per Article 41.03 must be distributed to the members of the appropriate Committee at least ten (10) days prior to the meeting at which they will be considered. Documentation required by the Pension Committee for investment review must be distributed to the Committee members at least five (5) days prior to the meeting at which they will be considered.

41.05 **Tuition Fee Waiver**

- a) Members and their dependents are entitled to a waiver of tuition fees as detailed hereunder for any credit course(s) of Concordia University for which they are eligible to enroll.

- b) For the purposes of these benefits, dependents are defined as: the spouse of the member, and children of the member who are not financially self-supporting.
- c) The provisions of Article 41.05 a) shall apply to tuition waivers for retired members and their dependents.
- d) Members on leave without pay normally are not eligible for educational benefits.
- e) The rules and regulations of the University applicable to students are enforced and applied to members and their dependents when they take courses at the University.
- f) Application procedures for tuition waivers are set out in the Concordia University Policy B-21.
- g) The Employer shall follow the instructions of the Revenue Departments concerning the taxation status of tuition.

41.06 **Health and Recreational Benefits**

Both parties recognize the need for facilities to enable members to maintain and improve their health and fitness so that they may continue to be effective in their work. The Employer will make every effort to secure access for members to suitable athletic facilities in the Montreal area at reasonable rates.

41.07 **French and English Language Instruction and Benefits**

Both parties recognize the importance to members and their spouses of fluency in the French and English languages. To this end, the Employer shall make available an appropriate number of places in non-credit courses in the French and English languages every year. Applicants shall be evaluated and placed in the appropriate level course by the Centre for Continuing Education. In order to be reimbursed, participants must attend at least 80% of the classes.

41.08 **Other Benefits:**

All other benefits not mentioned in this Article currently in force shall remain in force and shall apply to all members, unless otherwise stipulated.

ARTICLE 42

RETIREMENT

- 42.01 Members retired from the University shall be listed by their names and titles in a special section of the University calendar. Retired members shall be accorded continuation of:
- a) the right to continue to participate in the Concordia Health Care Insurance and Vision Care Plans in accordance with terms contained therein;
 - b) University affiliation for external research grant application purposes;
 - c) University library and parking privileges;
 - d) eligibility for such health services and athletic facilities as may be available to members;
 - e) tuition fee waivers as specified in Articles 41.05 and 41.07;
 - f) Eligibility for a computer account subject to the University regulations governing the use of such accounts.
- 42.02
- a) Notwithstanding Article 12.04 c) and Article 39, upon recommendation by the Department's DPC and with the agreement of the Dean, retired faculty members may be hired as LTAs for one term at 26% of the salary of the floor of Assistant Professor to teach two (2) courses. They shall continue to hold their retirement title.
 - b) A retired librarian member may be appointed as an Adjunct Librarian by the Provost and, as such, may be offered appropriate available part-time employment. For the purpose of compensation, one hundred and forty (140) hours of work is equal to one course.
- 42.03 The following Articles of the Collective Agreement shall not apply to those individuals appointed under Article 42.02: Articles 14, 16, 18, 20, 21, 25, 26, 28, 32, 35, 36, 38, 39, 40, 42 (except for Articles 42.02 and 42.03), 43, 44, 45. Articles 33.02, 34.02 and only those clauses of Article 41 that pertain directly to retired members, shall apply to such individuals. Subject to the foregoing, individuals appointed under Article 42.02 shall only have the right to grieve issues related to their limited term appointment, but they shall not have the right to grieve the offer of an appointment itself, nor the particular terms of the appointment contract issued as per Article 42.02.

Receipt of Pension

- 42.04 The age at which members are eligible to receive their full pension from Concordia University under the terms of the Pension Plan for the Employees of Concordia University (the Registered Plan) shall be the first of the month coincident with or next following the attainment of age sixty-five (65). Normally this right will be exercised on the January 1 or June 1 following the attainment of age 65.
- 42.05 a) Members who qualify for full pension under Article 42.04 and who begin to receive their pension shall have their actual salary reduced by fifty percent (50%). Such a reduction in actual salary shall be accompanied by a fifty percent (50%) reduction in workload as it is assigned on an annual basis.
- b) If members request a reduction of seventy percent (70%) in their salary rather than the required fifty percent (50%), their courses shall be assigned in one term. If it is not academically possible to assign their courses in one term, they will revert to Article 42.05 a).
- 42.06 Members who receive their full pension and whose pension under the terms of the Registered Plan is affected by the maximum pension rules for years of Credited Service on or after 1 January 2003 shall automatically be entitled to a pension under the terms of the Supplemental Retirement Pension plan (SRP) for those years of Credited Service, as described in Appendix 2.

Early Retirement

- 42.07 Notwithstanding Article 42.04, a member who is fifty-five (55) years of age or older shall, upon request, be granted early retirement under the terms of the Registered Plan effective June 1 or January 1, subject to at least three (3) months notice. The pension shall be paid in accordance with the terms of the Registered Plan.

Early Retirement Pension Supplement plan (ERPS)

42.08 In addition to the pension paid under the terms of the Registered Plan, a member who has completed a minimum of ten (10) years of service at the date of retirement and who takes retirement between ages sixty two (62) and sixty five (65), shall be entitled, on retirement, to a supplementary pension under the terms of the Early Retirement Pension Supplement plan (ERPS), payable from the date of retirement, as per the provisions of Appendix 3. Members who are entitled to a supplementary pension under the ERPS retain their eligibility for the SRP as per Article 42.06.

42.09 **Gradual Retirement**

42.09.1 A member who is at least fifty-five (55) years of age, and who has completed a minimum of ten (10) years of service, may choose to retire gradually over a period not to exceed three (3) years, such that full retirement will occur no later than the June 1 following age sixty-five (65).

42.09.2 An application for gradual retirement shall be made in writing to the Dean/Director at least three (3) months prior to the commencement of gradual retirement. The application shall be accompanied by a signed acknowledgement of retirement at the end of the period of gradual retirement and in any event, no later than June 1 following age sixty-five (65).

42.09.3 **Options for gradual retirement**

- a) At the start of gradual retirement, the Employer shall reduce the member's workload normally on the basis of seventy-five percent (75%) of a full workload in the first year, to fifty percent (50%) of a full workload in the second year, and to twenty-five percent (25%) of a full workload in the third and final year, without reduction in salary. In the third year only, the member may request to have no workload assigned for a fifty percent (50%) reduction in nominal salary. In this latter case, a member who is a participant in the University benefit plans shall continue to participate in the plans. The Employer's contributions shall be based on full nominal salary and coverage in the Registered Plan, the life insurance plan and the long-term disability plan shall be based on the full nominal salary of the member. Should the member be a contributing member, the member's contributions shall be based on full nominal salary.

- b) Notwithstanding Article 42.09.3 a), as long as the period of gradual retirement is three (3) years, another pattern may be negotiated between the member and the Dean/Director subject to this gradual retirement plan having an overall average workload of 50% in the three years of the gradual retirement period. A copy of the agreement shall be sent to the Association.

42.10 **Special Reduced-time Arrangement Leading to Retirement**

- 42.10.1 Any member aged fifty-five (55) years or over with ten (10) or more years of service shall be eligible for a special reduced-time arrangement whereby the member's duties and responsibilities are reduced up to fifty percent (50%) each year for a maximum of five (5) years leading to retirement. The annual workload reduction agreed to at the time the arrangement is approved shall be a percentage reduction from the annual workload assignment (Article 16).
- 42.10.2 A member who requests a special reduced-time arrangement shall specify the date of retirement in the original application. The applicant shall sign an acknowledgement of retirement at the end of the special reduced-time arrangement at the time the request is granted. A copy of the agreement shall be sent to the Association.
- 42.10.3 A member who enters into a special reduced-time arrangement shall have a nominal salary computed as if the member were continuing on full-time status. All relevant salary increments shall be applied to the nominal salary. The actual salary paid to the member shall be prorated from the nominal salary in direct relation to the approved percentage of reduced duties for the reduced-time arrangement. Should the reduction in duties be fifty percent (50%) the member shall be paid an additional one and one-half percent (1.5%) of the said nominal salary for each year of full-time service at the University in excess of ten (10) years up to twenty (20) years of full-time service, to produce an actual salary not exceeding sixty-five percent (65%) of the nominal salary.
- 42.10.4 Articles 25.05, 25.07, 25.08, 25.09, 25.10, 25.11, 25.12, 25.13, 25.14, and 25.15 shall apply.
- 42.10.5 Members who elect the special reduced-time arrangement leading to retirement as per this Article shall not receive their pension until retirement, or until they are required by law to receive their pension. If a member is required to receive full pension before the period leading to retirement has lapsed, the provisions of Article 42.10.1 shall

no longer apply and the member shall instead be governed by the terms of Article 42.05 for the balance of the agreed-to period leading to retirement.

42.11 The options of gradual retirement (Article 42.09) and special reduced-time arrangement (Article 42.10) cannot be combined.

42.12 The first one or two years of gradual retirement (Article 42.09.3 a) and the ERPS (Article 42. 08) may be combined, at the discretion of the member.

42.13 Members who are eligible to retire in accordance with the retirement plans in Article 42 shall be provided with financial counseling. The first time this service is provided to a member it shall be at the Employer's expense.

42.14 Notwithstanding Article 42.08, all members who have attained the age of at least 65 years as of 31 May 2003, and who have ten (10) or more years of service as of that date, are entitled to choose one of the options itemized below if they commit, by 20 December 2002, to retire as per the option selected. In this case the ERPS as defined in Appendix 3 shall commence on the date the member retires.

Option 1 A combination of the ERPS and a fifty percent (50%) reduction in workload for one (1) year, with retirement to take effect on 1 June 2004.

Option 2 A combination of the ERPS and a lump sum of \$50,000, with retirement to take effect on 1 June 2003.

Moreover, members between ages sixty two (62) and sixty four (64) who commit, by 20 December 2002, to retire on 1 June 2003, shall be entitled to a combination of the ERPS and a lump sum as follows:

<u>Attained Age on 31 May 2003</u>	<u>Lump Sum</u>
62	\$12,500
63	\$25,000
64	\$37,500

42.15 Members who will have attained the age of at least 55 years on or before 31 May 2003 are entitled to the provisions of Article 42.05.3 of the

Collective Agreement signed 12 November 1998 provided they commit, by 20 December 2002, to retire on 1 June 2003.

- 42.16 The Association shall be advised in writing of the date of retirement of each member. In addition, an annual statistical report, summarizing the number of the Association's new retirees, the total amounts of SRP and ERPS payments over the year, and a list of retirees who have died in the year together with the total annual amount of pensions they were in receipt of, shall be sent to the Association. Moreover, any additional information that may be reported by the Pension Supplement Committee (see Appendix 2) shall also be sent to the Association. The information shall be presented so that the right to privacy of the individuals is protected.

ARTICLE 43

TRANSFERS AND MERGERS

- 43.01 The member who desires to transfer to a vacancy for which she or he is qualified in another department where employees are members of the bargaining unit shall be given first consideration for such a vacancy.
- 43.02 The appointment of a member who transfers as per Article 43.01 shall be of a temporary nature for at least one (1) year. The procedures for initial appointment shall be in accordance with Articles 12/13. Performance shall be reviewed at the end of the temporary period and a decision shall be taken on whether to make the appointment permanent. The procedures for such review shall be in accordance with Articles 14/15. Should there be a decision not to make the appointment permanent or should the member withdraw the transfer request, the member shall resume her or his former duties without the loss of any entitlements.
- 43.03 The terms of Article 43.02 apply only to transfers effected as per Article 43.01, i.e., voluntary transfers. They do not apply in the case of transfers effected under the terms of Article 44 (Adjustments to Units for Academic Reasons).
- 43.04 A member who voluntarily transfers as per Article 43.01 or who transfers according to the terms of Article 44 (Adjustments to Units for Academic Reasons) shall retain rank, salary, tenure, years of service towards salaried leave and all other entitlements. The member's work in the previous unit shall be considered in the subsequent evaluation.
- 43.05 In the event of a merger, discontinuance, expansion and/or extension of the bargaining unit, all existing rights of the membership, as noted in the Collective Agreement, will be honoured.
- 43.06 In the event that Concordia University, in whole or in part, is consolidated, amalgamated, or merged into or with any other division, school, college, or component of a system of higher education in Quebec during the life of this agreement, the present bargaining unit, as defined in this agreement, shall remain distinct and this agreement shall remain in full force and effect.

- 43.07 In the event of an amalgamation, consolidation, or merger of Concordia University or any of its constituent Faculties or Departments with any other institution, employees eligible for membership in the Association who are not members of another bargaining unit with a current Collective Agreement in force shall, subject to a favourable vote, immediately become members of the Association in which case the terms and conditions of this Collective Agreement shall immediately apply to all such persons.
- 43.08 In the event that there is a successor or successors in interest in whole or in part to the Board of Governors of Concordia University such successor(s) shall be bound by and shall assume all the rights, duties, and obligations of the Board as if such successor[s] in interest were a named party and signatory to this agreement.

ARTICLE 44

ADJUSTMENTS TO UNITS FOR ACADEMIC REASONS

- 44.01 No member shall be laid off for reasons other than financial emergency as per Article 45.
- 44.02 No action shall be taken under the terms of this Article, unless academic needs and priorities have been established by the ongoing academic planning processes, and recommended changes requiring Council, Senate and/or Board approval have been ratified by the normal processes.
- 44.03
- a) Exceptional circumstances may warrant a reduction in the number of positions beyond what can be achieved through such normal processes as voluntary transfer, resignation and retirements as determined by this Collective Agreement. Senate shall determine if such exceptional circumstances exist. Suspensions of admissions in a department, and other measures designed to limit the acceptance of new program students, shall only be permitted for a maximum of twelve months, unless Senate approval is obtained.
 - b) In particular, before Senate can debate the issue of exceptional circumstances, there shall be at least three months notice, and the affected unit shall be given the opportunity to present its case. In the course of this debate, Senate shall:
 - i) review whether exceptional circumstances are such as to warrant closure of a Department/ program if such action will result in a reduction in the number of faculty/librarian members, and
 - ii) review whether the exceptional circumstances are such as to warrant an adjustment to the number of positions and to recommend on the size of the adjustment and the number of positions in the unit after the adjustment; and
 - iii) verify that these actions are consonant with the academic priorities established by the Senate
 - c) When the debate is concluded and the question is called, the vote shall be deferred to the meeting immediately following. The vote shall then be taken with no further debate.

44.04 If the conditions of Articles 44.02 and 44.03 have been met, then the Employer shall:

- a) inform all members in the unit of its intentions to declare redundancy and establish a Joint Retraining and Transfer Committee (JRTC);
- b) terminate all part-time, limited term, extended term members with less than five years of service and visiting faculty/librarian members in the unit upon the completion of their contracts;
- c) ensure that all tenured, tenure-track and ETA members with more than five consecutive years of service are considered by the JRTC for an offer of transfer, or retraining and transfer in accordance with article 44.06 and subsequent paragraphs. For the purpose of this article any member who has completed at least six (6) years at Concordia University at the time of the signing of this Collective Agreement shall have the same options as a tenured member.

44.05 a) The JRTC shall be composed of three (3) appointees of the Provost and three (3) appointees of the Association. The non-voting chair shall be chosen by, and from among, the JRTC members.

b) The JRTC shall meet with the members concerned as well as, where appropriate, representatives of other units to which members may be transferred.

c) Within sixty (60) days of being established, the JRTC shall make reasoned recommendations to the Provost on the redeployment of the remaining members in the unit, with a copy to the Association and the members concerned.

44.06 In particular, the JRTC may recommend, for a member affected, that:

a) an offer of transfer be made to a position in another unit or an academic administrative position on the condition that the member possesses the qualifications required for the position;

b) an offer of re-training and transfer be made should that person have the required aptitude for such training and a need exists. This option is available only for tenured members.

- 44.07 The Provost shall inform the Association and each of the members affected in writing of the reasoned decision in the member's case and make the member an offer. A member shall have up to thirty (30) days in which to respond.
- 44.08 When a member is offered a transfer as per Article 44.06 a) that person shall retain rank, salary, tenure, years of service towards salaried leave and all other entitlements.
- 44.09 A member who transfers shall have the right to continue research activity in his/her original discipline. The teaching assignment shall take into consideration the member's area of expertise.
- 44.10 A tenured member who has transferred without retraining shall have the right of first refusal for a vacant position in that member's area of expertise in the former unit.
- 44.11 A probationary member who transfers to another unit shall be eligible for mandatory tenure consideration in accordance with Articles 18 and 19 once the number of years required for tenure consideration have been served in the University. Such a member shall be entitled to up to four (4) years of deferral. The length of deferral chosen shall be contained in the Provost's letter.
- 44.12 When an offer is for re-training and transfer, it shall indicate the unit for which the member is to be retrained, and the member shall be granted sufficient time to develop a specific proposal for a retraining program in consultation with the appropriate Dean/Director and submit it to the Provost. The Provost shall then make a formal offer of retraining which shall specify the period for which salary be continued. The member's full salary shall be continued for the entire period of retraining. The offer shall remain in effect for one (1) month. Upon successful completion of the retraining program the member shall be transferred to the unit in accordance with the provisions of Articles 44.08 and 44.09.
- 44.13 Should a member not wish to accept an offer of transfer or retraining and transfer, that member may:
- a) submit the case to arbitration in order to determine if the refusal is valid.

- i) If it is concluded that the refusal is not valid, the member must accept the offer within fifteen (15) days of receiving a copy of the decision or terminate employment with the University.
 - ii) If it is decided that the refusal is valid, the member maintains employment with the University so long as another offer is not made by the Provost. Once another offer is made the same procedure is repeated.
- b) if eligible, opt for retirement as per Article 42.04 or for early retirement as per Article 42.07. Such members have the right to continue in the employ of the University for at least twelve (12) months from the date of the Provost's letter specified in Article 44.06, with employment ending on the 31st of May, August, December as the case may be. The members shall then receive a lump sum payment equivalent to one (1) month of their current nominal salary for every year of service to a maximum of twelve (12) years. In addition, the provisions of Article 42.08 (ERPS) shall extend to members aged 55 to 61.
- c) choose to terminate employment with the University. Members who choose to terminate employment and are not eligible for retirement or early retirement shall continue in the employ of the University for at least twelve (12) months from the date of refusal of the offer and ending on the 31st of May, August, or December as the case may be. The members shall then receive a lump sum payment equivalent to six (6) months of their current nominal salary plus the equivalent of one (1) month current nominal salary for every year of service to a maximum of twelve (12) years.

44.14 All correspondence with regard to Article 44 shall be copied to the Association.

44.15 Should a member wish to submit the case to arbitration as per Article 44.13 a), the University shall pay the entire cost of the arbitration.

ARTICLE 45

FINANCIAL EMERGENCY

- 45.01 The Board of Governors and the Association agree that the first duty of the University is to ensure that its academic priorities remain paramount, particularly with regard to the quality of instruction and research, and preservation of academic freedom. Any reduction for budgetary reasons of members on continuing appointments (whether tenured or probationary) or of members on limited term appointments (in advance of the normal expiry thereof) shall occur only as a last resort during a state of financial emergency, that is, when substantial and recurring financial deficits threaten the survival of the University as a whole. Such reductions in members shall occur only in extraordinary circumstances, and then only after efforts to alleviate the financial crisis by economies in all other segments of the budget have been undertaken and after all reasonable means of improving the University's revenues have been exhausted.
- 45.02 Members may be laid-off in accordance with this Article if a state of financial emergency has been declared and confirmed pursuant to the procedures contained in this Article.
- Any such layoff shall not be treated, described or recorded as a suspension or as a dismissal for cause or other disciplinary measure.
- 45.03 In the event that the Board of Governors considers that a financial emergency exists, within the meaning of 45.01 and 45.08 (i), it may give notice of such belief. As of the date of such notice the procedures specified in this Article shall apply, and no new appointments, (excluding the renewal of probationary contracts) may be made to either the academic or administrative staff. No merit increments, exceptional awards, or other discretionary salary increases shall be made and no sabbatical leaves shall be granted.
- 45.04 Within two (2) days of giving notice of its belief that a financial emergency exists, the Board of Governors shall forward to the Association all financial documentation relevant to the alleged state of financial emergency.
- 45.05 Within fifteen (15) days of the notice specified in 45.03 above, the parties shall establish a Financial Commission which will consider the alleged financial emergency and either confirm it or reject it.
- 45.06 The composition of the Financial Commission shall be as follows: One (1) member shall be named by the Board and one (1) by the Association, and

these two (2) members shall jointly select a third member from outside the Concordia University community who shall chair the Commission. If the two (2) designated members cannot agree upon a third member, then the third member shall be selected by lot, from a list jointly agreed upon by the Board and the Association.

45.07 The onus of proof shall be on the Board of Governors to establish to the satisfaction of the Financial Commission that a state of financial emergency exists within the meaning of 45.08 (i) below.

45.08 The Financial Commission shall invite and consider submissions on the University's financial condition. *Inter alia*, it shall determine:

- i) whether the University's financial position (as evidenced from the total budget and not just the academic or salary components thereof) constitutes a bona fide budgetary crisis such that deficits projected by generally accepted accounting principles are expected to continue for more than three consecutive financial years;
- ii) whether in view of the primacy of academic goals at the University, the reduction of the bargaining unit is a reasonable type of cost saving;
- iii) whether all reasonable means of achieving cost saving in other areas of the University budget have been explored and exhausted;
- iv) whether all reasonable means of improving the University's revenue position (including borrowing, deficit financing, and the disposal of assets not essential to the academic function) have been explored and exhausted;
- v) whether every effort has been made to secure further assistance from all levels of government.

The Commission shall have access to any and all data and documents which it deems relevant to its study, and shall have the power to call for submissions from any individuals or groups it chooses. The Association, Senate, the Faculty Councils and Student Associations shall have the right to make written and/or oral representations to the Financial Commission.

45.09 The Financial Commission will report to the Board of Governors, with a copy to the Association, within fifty (50) days of its establishment. The report shall immediately be made public. If the Commission finds that a state of financial emergency does not exist, no reductions in the size of the bargaining unit for budgetary reasons may take place. If the Commission finds that a financial emergency does exist, its report shall specify the amount of reduction required, if any, in the total budgetary allocation and including any reduction in the budgetary allocation to salary and benefits for members of the bargaining unit. Any reduction in the budgetary allocation to salary and benefits for the bargaining unit may be made conditional upon further exploration of alternative cost saving measures.

45.10 After receipt of the report of the Financial Commission the parties shall meet and confer with respect to its implications.

45.11 After submitting its report the Commission shall examine or a further sixty (60) days the following:

- i) whether enrollment projections are consistent with the proposed reduction of the bargaining unit;
- ii) whether all means of reducing the bargaining unit, including voluntary early retirement, voluntary resignation, and/or voluntary transfer to reduced time status have been exhausted;
- iii) whether possibilities of redeployment, or retraining for redeployment within the academic unit or in another academic unit or program have been exhausted;
- iv) reactions to its report from the University community which shall be submitted within thirty (30) days of the publication of the Commission's report;
- v) whatever other matters it considers relevant.

For the purpose of this Article academic unit shall include: academic departments within Faculties, the Library, Colleges, Institutes, Schools and Centres.

No later than the end of this sixty (60) day period the Commission shall submit to the Board of Governors, with a copy to the Association, and make public, a final report.

The Commission shall remain seized of its jurisdiction and shall monitor that its proposed cost saving measures are being carried out.

45.12 Pursuant to the reports of the Financial Commission, should the financial emergency be of such gravity that action must include the laying-off of bargaining unit members, then the Board of Governors may reduce the budgetary allocation for salaries and benefits of members, however, such reduction shall not exceed the amount of reduction specified by the Commission. An Extraordinary Academic Committee shall then be established.

The Extraordinary Academic Committee (EAC) shall be composed of two (2) persons appointed by the Board, two (2) persons elected by members of the Association, and a chair from outside the Concordia University community, jointly selected by the four (4) persons identified above.

45.13 The Extraordinary Academic Committee shall, in the light of the Senate's established academic priorities and the report of the Financial Commission, first determine the reduction required in the budgetary allocation for salaries and benefits of members of the bargaining unit for each Faculty and for the Library.

The percentage reduction in the budgetary allocation for salaries and benefit of members in each Faculty and in the Library shall not be more than 1.35 (one and thirty-five hundredths) times the percentage reduction of the total bargaining unit salary and benefits budgetary allocation. For the purpose of this provision, the following vacant positions will be treated as though they were occupied by persons whose salaries are as stated below:

- i) tenure-track positions which were duly authorized at least twelve (12) months prior to the date specified in 45.03 (and were subsequently advertised). The salary for each position shall be calculated as the floor salary of the rank authorized for the position;
- ii) positions of probationary or tenured members who terminate their employment with the University within twelve (12) months before the date specified in 45.03, provided the continuation of such positions has been duly authorized prior to the date specified in 45.03, for bona fide reasons related to program needs and student enrollment patterns. The salary for each such position shall be calculated as the floor salary of the rank authorized for the position.

It is the responsibility of the Employer to establish to the satisfaction of the EAC that all such vacant positions satisfy the conditions of (i) or (ii) above.

- 45.14
- i) The Extraordinary Academic Committee shall inform the members of each Faculty and the Library of the reductions required in each Faculty and the Library.
 - ii) Within the fifteen (15) days following receipt of this information those members who are fifty-five (55) years of age and over, and who exercise the option of early retirement at this stage, shall receive the lump sum payment provided for in Article 42 plus an additional payment equivalent to six (6) months of the current nominal salary.
 - iii) Within each Faculty the Dean shall convene a committee of all Department Chairs. In the case of the Library, the Director shall convene a committee of Area Heads, Department Heads and Unit Heads. These committees shall have twenty-five (25) days from the receipt of the information from the EAC to propose a plan for reducing the budgetary allocation for that area to the amount determined by the Extraordinary Academic Committee without requiring lay-off and/or compulsory early retirement of members. This plan shall be submitted to the probationary and tenured members of the area for approval by secret ballot vote within five (5) days. If the plan is approved by a two-thirds majority, it shall be binding on the EAC.

45.15 If no approved plan as per 45.14 is provided to achieve the required reduction in the ongoing budgetary allocation, the Extraordinary Academic Committee shall develop such a plan using the following procedures:

- i) the total amount of the reduction shall be apportioned on an equal basis in each unit, and shall be determined as an equal percentage of the portion of the unit budget allocated to salaries and benefits of members of the bargaining unit;
- ii) the reduction shall be achieved by applying, in order, the steps listed in 45.16.

45.16 The Extraordinary Academic Committee shall make recommendations based on applying to each unit in order, the following steps:

- i) the eligibility requirement of ten (10) years service for early retirement and pension (Article 42.02) shall be waived and members fifty-five (55) and over shall be invited to take early retirement. For the duration of the financial emergency the lump sum payments described in Article 42.04 shall be paid;
- ii) no limited term appointments shall be made or renewed for the following academic year;
- iii) no probationary appointments shall be made or renewed for the following academic year;
- iv) untenured members shall be laid off in reverse order of seniority as determined by the date at which the current period of full-time service at Concordia or at one of its founding institutions began;
- v) tenured members shall be laid off in reverse order of seniority as determined by the date at which the current period of full-time service at Concordia or at one of its founding institutions began.

45.17 Within sixty (60) days of its establishment the Extraordinary Academic Committee shall submit its decisions to the Board of Governors with a copy to the Association. Copies of the recommendation for each unit will be sent to the appropriate Dean/ Director.

45.18 The Rector shall write to each member selected for lay-off, specifying that the lay-off is solely for reasons of financial emergency pursuant to the provisions of this Article.

45.19 Notice of lay-off shall be given as far in advance as possible but shall not be less than twelve (12) months. Lay-offs shall take effect on June 1, September 1 or January 1.

45.20 i) Tenured members who are laid off shall be eligible for a payment equivalent to a maximum of six (6) months of their current nominal salary plus the equivalent of one (1) month current nominal salary for every year of service to a maximum of twelve (12) years. This amount shall be paid at the time the lay off takes effect if it does not exceed twelve (12) months salary; otherwise, an amount equivalent to twelve (12) months salary shall be paid at the time the lay off takes effect. The balance remaining shall be paid at the end of the first year of lay-off provided the member has not been recalled or obtained equivalent employment.

- ii) Any courses which are not assigned to those faculty members who are not laid off shall be offered, in the first instance, to tenured members who are laid off, at the prevailing part-time rate, without jeopardy to the terms of lay off and recall. Such teaching shall be offered in a fair and equitable manner taking into account the member's qualifications. Laid off tenured librarian members shall have a similar entitlement, on a part-time basis, to those professional duties and responsibilities which are not assigned to continuing members.

45.21 Laid off tenured members shall have the right of first refusal, in seniority order, for reappointment to a position in their former academic unit if it is re-established within five years unless the Employer can demonstrate that the position cannot be filled in this way.

Furthermore, laid off tenured members must be considered for recall to positions in other units for which they are qualified once all the tenured members of these other units have been recalled, unless the Employer can demonstrate that the position cannot be filled in this way. A notice of available positions shall be sent to those eligible for recall and the member must apply in order to be considered for the position.

45.22 Members recalled pursuant to 45.21 shall have twenty (20) days from receipt to accept the recall offer and up to a further twelve (12) months to take up the post.

Members are responsible for keeping the University informed of their current address.

45.23 Members who are laid off shall normally enjoy full access to scholarly facilities, including office and laboratory space, and library and computer services until equivalent alternative employment is secured or their recall rights expire, whichever first occurs. They shall remain eligible for tuition waivers under this agreement for the same period.

45.24 The costs of the Financial Commission and the Extraordinary Academic Committee established under this Article shall be borne by the Board.

45.25 The right to grieve on this Article does not include the right to challenge the validity of the financial emergency.

45.26 For the purpose of this Article an untenured member who has completed at least ten (10) years of service at the time this collective agreement takes effect shall have the same options as a tenured member.

45.27 A member who is recalled may, at his or her option, make retroactive payments into the pension plan for all or part of the time of the lay off, and the Employer shall make matching contributions according to the terms of the pension plan as if the member had been on leave of absence without salary.*

* It is understood that the exercise of this clause depends on its compatibility with the University pension plan and government regulations in such matters.

ARTICLE 46

NOTICE OF TEMPORARY CLOSURE

- 46.01 For the purpose of this Article, temporary closure is defined as any closure of the University by the Employer as a result of a dispute between the Employer and other bargaining units or other associations of employees.
- 46.02 The Rector shall give the Association as much advance notice as possible concerning a temporary closure of the University.
- 46.03 Temporary closure shall not affect in any way the employment relationship between members and the Employer. In particular salary and benefits shall be continued when members are willing and available to continue to fulfill their duties and responsibilities, as per Articles 16 and 17, following upon the responsibility of the Employer to ensure the possibility of such fulfillment.
- 46.04 In the event of a temporary closure, members whose ongoing research requires access to University facilities in order to prevent irreparable damage to research shall be allowed access to facilities usually associated with such research. Such members shall indicate their access requirements to their Dean/Director and the Association as soon as a declaration of temporary closure is made.
- 46.05 In the event of temporary closure, proper care shall be taken of research plants and animals by the application, *mutatis mutandis*, of Article 47.02.
- 46.06 In the event of temporary closure of the University the Employer shall not impede access to CUFA offices.

ARTICLE 47

STRIKES AND LOCK-OUTS

- 47.01 a) In accordance with the provisions of the Labour Code there shall be no strikes by members or lock-outs of members by the University during the currency of this agreement.
- b) In the event of a strike or lock-out, members whose ongoing research requires access to University facilities in order to prevent irreparable damage to research, shall be allowed access to the facilities usually associated with such research. Such members shall indicate to their Dean/Director and the Association in advance of any strike or lockout their access requirements.
- c) The parties agree that proper care* of all research plants/animals** shall be maintained by the members of the bargaining unit in the event of a strike or lock-out in the course of this agreement or its continuance.

47.02 In the event of a strike or lock-out, the parties agree that the University Animal Care Committee shall identify the individuals whose access to University premises shall be guaranteed by both parties to provide continuous proper care of the plants and animals.

47.03 In the event of a strike or lock-out, the Employer agrees that members will continue to have access to any research funds it administers on behalf of external agencies.

* “Proper care” implies provision of appropriate temperature, humidity, light cycles, ventilation, food, water and cleaning as well as exercise and nursing care where appropriate.

** “Research plant/animal” means any live non-human organisms utilized in research, teaching and testing.

ARTICLE 48

MISCELLANEOUS

- 48.01 The Employer alone, through the Board of Governors, is empowered to authorize use of its name.
- 48.02 Agreements entered into with outside bodies to obtain grants or contracts to support research shall not engage the University unless the Employer expressly signifies its agreement.
- 48.03 Members may not use University services, personnel, equipment or offices for activities of a personal nature unrelated to their professional activities without University authorization.
- 48.04 The Rector may, in an emergency, where there is a clear and present danger to the member or the University, relieve a member of his or her duties for a stated period. The Rector shall immediately inform the member in writing that such an action has taken place, and the reasons for the action. The letter shall be sent by courier to the residence of the member. A copy shall be sent to the office of the member and a copy shall be sent to the Association simultaneously, by facsimile. Salary and other benefits shall continue throughout this period.
- 48.05 The Employer shall reimburse members for authorized out-of-pocket travel expenses incurred when they are required by the Dean/Director to travel on official University business.
- 48.06 The Employer shall ensure the occupational health and safety of all members in conformity with all relevant Federal, Provincial and Municipal legislation.
- 48.07 Members shall, in accordance with the Rules and Procedures for Senior Administrative Appointments adopted by the Board of Governors on March 16, 1994 and amended on January 17, 2001 and June 19, 2002, be represented on the Advisory Search Committees for the academic administrative positions of Dean, Director of Libraries, Vice-Rector, Provost and Rector. This right of representation shall also apply to Evaluation Committees, in accordance with University policy BD-7, *Evaluation Procedures for Senior Administrators in the Penultimate Year of their First Mandate* adopted by the Board of Governors on June 19, 2002. It is further agreed that the Association's representation on these committees shall not be less than the proportional representation in effect on June 19, 2002.

The Advisory Search Committee shall ensure that the vacant position is appropriately publicized in order to solicit candidates. All reports and recommendations of Advisory Search Committees and Evaluation Committees shall be formally submitted in writing to the Board of Governors.

- 48.08 The parties agree that librarian members shall continue to serve on those advisory search committees established for Library administrators; such members shall be elected by and from librarian members.
- 48.09 The Dean/Director shall, by September 1, provide each member and the Association with a list of all pertinent deadlines and dates that refer to personnel matters.
- 48.10 Contents of dossiers submitted for evaluation purposes that are not entered into the personnel file shall either be delivered to the member at the conclusion of the exercise, or the member will be notified that the dossier can be collected at the appropriate Dean/Director's office.
- 48.11 a) The Employer shall indemnify and save harmless a member against damages and legal costs relating to any action or claim against the member in the performance of his/her employment activities or responsibilities.
- b) Notwithstanding Article 48.11 a), the Employer shall not indemnify or save harmless a member against damages and legal costs relating to any action or claim against the member in the performance of his/her employment activities or responsibilities which involve dishonest, fraudulent, criminal or malicious acts on the part of the member.
- 48.12 The rights and privileges granted to members under this Collective Agreement shall not be limited by clauses in other Collective Agreements within the University, or by University policies.
- 48.13 The Parties recognize the Association as the only representative and negotiating body for the full time instructional staff who are employed by e-Concordia or any successor thereto. Therefore, the participation of CUFA members in e-Concordia shall be governed by a separate memorandum of agreement to be negotiated between the parties, within six (6) months of the ratification of the Collective Agreement.

It is understood that should e-Concordia or any successor thereto be dissolved, this clause, as well as any memorandum of agreement negotiated pursuant to this clause, will become null and void.

ARTICLE 49

NEGOTIATION PROCEDURES

- 49.01 Either party desiring to propose changes to this agreement shall, between the period of sixty (60) and three hundred and sixty-five (365) days prior to the expiring of this agreement, give notice in writing to the other party of its desire to negotiate the renewal of this agreement. Within twenty (20) days of receipt of such notice, the parties shall begin negotiations for a new agreement.
- 49.02 The parties shall notify each other in writing of the names of their negotiating committee members, and only negotiating committee members shall be recognized by the parties

ARTICLE 50

AMENDMENTS TO THE ACT OF INCORPORATION

- 50.01 The Board of Governors shall consult the Association before making any decision to request an amendment or amendments to the Act of Incorporation of Concordia University.
- 50.02 The consultation mechanism will involve the setting up of a joint committee of no more than four (4) members, with equal representation from both parties.
- 50.03 This committee shall receive documentation relevant to the proposed change and shall have time to study such documentation, formulate its recommendation and make its recommendation known to the Board.

ARTICLE 51

COPIES OF THE AGREEMENT

- 51.01 The Employer and the Association shall co-operate in preparing and printing the agreement, together with an appropriate translation, after ratification of the agreement.
- 51.02 The Employer shall prepare the master copy for printing, and assume the total cost of production and printing.
- 51.03 The Employer shall provide each member of the bargaining unit with a copy of this agreement, including such appendices as the parties agree should be distributed, and further, provide the Association with an additional ninety (90) copies for its own use.
- 51.04 At the time of hiring or shortly thereafter, the Employer shall provide each new member with a copy of the agreement.
- 51.05 The Collective Agreement will be printed no smaller than 12pt .

ARTICLE 52

TRANSITION, DURATION AND RETROACTIVITY

- 52.01 Once signed by the authorized representatives of the parties, the present agreement shall be in effect until May 31, 2007.
- 52.02 a) It goes into effect on the date of signature and shall have no retroactive effect except as provided for in this Article.
- b) For all purposes of this collective agreement and the law, the date of signature of the English version shall constitute the official date of the signature of the collective agreement.
- 52.03 Articles 20.01, 20.08 and 31.06 c) shall apply effective June 1, 2002.
- 52.04 All grievances (Article 22), appeals (Article 21), disciplinary measures and dismissal (Article 29) procedures 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.

- 52.05 All personnel matters undertaken under Articles 12, 13, 14, 15, 18, and 19 shall be governed by the provisions of the 1998 Collective Agreement until May 31, 2003.
- 52.06 Members who had formally committed to one of the retirement or early retirement options of Article 42 of the 1998 Collective Agreement, and who are not yet retired as of the date of signature of the present agreement, have the right to elect instead one of the options of Article 42 of the present agreement, provided that the new option is not one that was already available under the 1998 Collective Agreement. The member must undertake to repay the value of any benefits already received under the current option. This will normally be done by teaching an appropriate number of additional courses.
- 52.07 The provisions of Article 35.09 b) that take effect on January 1, 2003 shall apply, provided the member's parental leave commenced on or after that date.
- 52.08 The parties agree that Article 27 shall be negotiated within six (6) months of the ratification of the present Collective Agreement.
- 52.09 The present agreement remains 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.

IN WITNESS WHEREOF the parties have signed in the City of Montreal this _____ day of _____ 2003.

Dr. Frederick H. Lowy
Rector and Vice-Chancellor

Dr. Lucie Lequin
President, CUFA

Hon. Marcel Danis
Vice-Rector Institutional Relations &
Secretary-General

Professor Harvey Shulman
Vice-President and CUFA Negotiator

Dr. Jack Lightstone
Provost

Dr. June Chaikelson
Chief CUFA Negotiator

Dr. Hal Proppe
Chief Employer Negotiator

Dr. William Byers
CUFA Negotiator

Dr. Terry Fancott
Employer Negotiator

Dr. Charles Draimin
CUFA Negotiator

Dr. George Kanaan
Employer Negotiator

Ms. Charlotte MacLaurin
CUFA Negotiator

Dr. William Knitter
Employer Negotiator

Me. Geneviève Robichaud
Professional Officer and CUFA Negotiator

Ms. Maria Paradiso
Director, OAR and Employer Negotiator

Ms. Kathleen Perry
Employer Negotiator

Ms. Irene Sendek
Employer Negotiator

**Concordia University
Employer**

**Concordia University
Faculty Association**

APPENDIX 1

APPENDIX 2

Supplemental Retirement Pension (SRP) for CUFA Employees of Concordia University

Summary of Plan Provisions

Definitions

The terms “Average Yearly Maximum Pensionable Earnings”, “Credited Service”, “Earnings” and “Final Average Earnings” when used herein shall have the same meaning as defined in the Registered Plan, except that “Credited Service recognized under the SRP” only refers to service on or after 1 January 2003, the effective date of the SRP. The “Registered Plan” is the “Pension Plan for the Employees of Concordia University.” The “SRP” is the Supplemental Retirement Pension plan.

Membership

An employee covered by the CUFA Collective Agreement whose pension under the Registered Plan is affected by the maximum pension rules for years of Credited Service on or after 1 January 2003 shall automatically become a Member of the SRP.

Contributions

A Member’s required contributions under the Registered Plan are based on the Member’s total Earnings, without any maximum amount of contribution. Therefore, no Member contributions are required under the SRP.

Retirement Dates

The Normal Retirement Date is the first day of the month coinciding with or following the date on which the Member attains age 65.

A Member may elect to retire early or postpone retirement in accordance with the terms and conditions of the Registered Plan.

The retirement date of a Member for the purpose of the SRP shall be the same date as the retirement date under the Registered Plan.

Retirement Benefits

Normal Retirement Pension

A Member who retires on the Normal Retirement Date shall receive an annual pension, payable in the normal form as defined below, in equal monthly instalments of:

- i) 2% of Final Average Earnings less 0.5% of this average up to the Average Yearly Maximum Pensionable Earnings (AYMPE) for each year of Credited Service recognized under the SRP during which the Member was a contributor under the Registered Plan;

plus

- ii) 1.1% of Final Average Earnings less 0.25% of this average up to the AYMPE for each year of Credited Service recognized under the SRP during which the Member was not a contributor under the Registered Plan;

less

- iii) the annual pension payable under the Registered Plan for years of Credited Service recognized under the SRP.

In no event shall the total pension payable under the Registered Plan and the SRP exceed the amount of pension that would have been payable in the absence of the maximum pension limitations under the Registered Plan.

Early Retirement Pension

A Member who retires early will receive an annual pension equal to the benefits determined as for normal retirement (without the 0.5% and 0.25% reductions for payments prior to attainment of age 65), reduced in accordance with the provisions of the Registered Plan,

less

the annual pension payable under the Registered Plan for years of Credited Service recognized under the SRP.

Postponed Retirement Pension

When a Member postpones retirement, the Member's annual pension under the SRP will be equal to the benefits determined as for normal retirement, revalorized in accordance with the provisions of the Registered Plan,

less

the annual pension payable under the Registered Plan for years of Credited Service recognized under the SRP.

Payment of Pension

The normal form of pension is a life annuity with a ten-year guarantee.

In lieu of the normal form of pension, a Member may elect any optional form of pension offered under the Registered Plan. The amount of pension payable shall be determined in accordance with the terms and conditions of the Registered Plan.

The Member shall be deemed to have elected to receive the pension payable under the SRP in the same form as the pension payable under the Registered Plan.

Automatic Indexation

Pensions in payment under the SRP are increased on each June 1 at the same rate as for those in payment under the Registered Plan: the rate is equal to the percentage increase in the Consumer Price Index over the 12-month period ending on the previous January 1, less 2%. The excess interest indexation of the Registered Plan shall not apply. The rate of increase shall be reduced on a prorated basis for pensions which have been payable for less than 12 months during the prior calendar year.

Benefits on Termination of Employment

No benefits are payable in case of termination of employment.

Benefits on Death

Any death benefit payable under the SRP shall be calculated in accordance with the provisions of the Registered Plan.

Minimum Pension

In any event, a Member's total pension (pension payable from the Registered Plan plus pension payable from the SRP) shall be at least equal to the sum of the pension provided by the Member's accumulated contributions under the Registered Plan plus the pension to which the Member would have been entitled if the Member had made no required contributions.

Taxation of Benefits

Any amount payable from the SRP is taxable at the time of payment.

Administration of the Plan

The SRP and ERPS plans shall be administered by the Employer. The Employer shall establish a Supplementary Pension Committee, which will develop and recommend:

- The text of the document governing the SRP and ERPS plans; this document will include the provisions contained in this appendix as well as the administrative procedures and regulations governing the administration of the SRP.
- A funding policy for the SRP and ERPS plans, that will include a policy for dealing with any surplus or deficit. It is expected that within five years of the coming into effect of the SRP plan, at least one half of the present value of future costs, as determined by an actuarial consultant, will be funded. The modalities of the funding and a plan to fund the balance shall be determined by the Supplementary Pension Committee. In the case of the ERPS plan, full funding of the actuarial present value of the ERPS benefits of each member who retires will be provided in the same year.
- An investment policy for the SRP funds.

The Supplementary Pension Committee shall be composed of five (5) persons, all voting: the Manager, Pension Services, who shall act as Chair; two appointed by the Employer; two appointed by the Association.

The Association's representatives shall have the right and responsibility of full disclosure to the Association of all policies and determinations of the Supplementary Pension Committee, except for nominative information.

The Supplementary Pension Committee will engage the services of a consultant, as required. These services shall be paid for by the Employer.

APPENDIX 3

Early Retirement Pension Supplement (ERPS) Summary of Plan Provisions

Definitions

The terms “Actuarial Equivalent”, “Credited Service”, “Continuous Service”, “Final Average Earnings” and “Normal Retirement Date” shall have the same meaning as defined in the Registered Plan. The “Registered Plan” is the “Pension Plan for the Employees of Concordia University.” The “ERPS” is the Early Retirement Pension Supplement plan.

Eligibility to Benefits

An Employee covered under this Collective Agreement, who has completed a minimum of ten (10) years of Continuous Service on the day the employee retires under the Registered Plan and who meets any other conditions specified in Article 42 shall be entitled to receive a pension under the ERPS if the Member’s retirement date under the Registered Plan is on or after any January 1 or June 1 which follows the date that the member reaches the age of sixty-two (62) but no later than the January 1 or June 1, whichever comes first, coincident with or immediately following the Member’s Normal Retirement Date.

Contributions

No contributions are required from an employee in respect of benefits payable under the ERPS.

Retirement Benefits

An Employee who is entitled to receive a benefit under the ERPS shall receive an annual pension payable in equal monthly instalments in an amount equal to 1/5 % (one-fifth percent) of the Employee’s Final Average Earnings, up to the ceiling of the rank of professor at the time of retirement, for each year of Credited Service under the Registered Plan.

An employee shall start to receive the pension payable under the ERPS on the same date the employee starts to receive the full pension payable under the Registered Plan.

Automatic indexation

Pensions in payment under the ERPS are increased on each June 1 at the same rate as for those in payment under the Registered Plan: the rate is equal to the percentage increase in the Consumer Price Index over the 12-month period ending on the previous January 1, less 2%. The excess interest indexation of the Registered Plan shall not apply. The rate of increase shall be reduced on a prorated basis for pensions that have been payable for less than 12 months during the prior calendar year.

Payment of Pension

The normal form of pension is a life annuity with a guaranteed number of one hundred and twenty (120) monthly instalments.

In lieu of the normal form of pension, an employee may receive the pension in one of the following optional forms:

- Life annuity with a guaranteed number of sixty (60) or one hundred and eighty (180) monthly instalments;
- Joint and 50%, 60%, 66 2/3%, 75% or 100% survivor pension with a guaranteed number of sixty (60) monthly instalments in the amount payable to the spouse;
- Joint and 60% survivor pension with a guaranteed number of one hundred and twenty (120) monthly instalments in the amount payable to the employee.

Where the pension payable under the ERPS is payable other than in the normal form of pension, the amount of pension shall be determined so as to be the Actuarial Equivalent of the benefit payable under the normal form.

The Member shall be deemed to have elected to receive the pension payable under the ERPS in the same form as the pension payable under the Registered Plan.

Benefits on Termination of Employment

No benefits are payable in case of termination of employment.

Benefits on Death Before Commencement of Pension

No benefits are payable in case of death before commencement of pension.

Benefits on Death After Commencement of Pension

Any death benefit payable is determined in accordance with the form of pension elected by the employee under the Registered Plan at the time of retirement.

Taxation of Benefits

Any amount payable from the ERPS is taxable at the time of payment.

Administration of the Plan

The ERPS shall be administered by the Supplementary Pension Committee as specified in the section entitled “Administration of the Plan” in the SRP document (Appendix 2, Article 42).

APPENDIX 4A

Salary grid indices for Tenure Track faculty members

Lecturer		Assistant Professor		Associate Professor		Professor	
A1	0.86	B1	1.00	C1	1.27	D1	1.54
A2	0.89	B2	1.03	C2	1.30	D2	1.57
A3	0.92	B3	1.06	C3	1.33	D3	1.60
A4	0.95	B4	1.09	C4	1.36	D4	1.63
		B5	1.12	C5	1.39	D5	1.66
		B6	1.15	C6	1.42	D6	1.69
		B7	1.18	C7	1.45	D7	1.72
		B8	1.21	C8	1.48	D8	1.75
		B9	1.24	C9	1.51	D9	1.78
		B10	1.27	C10	1.54	D10	1.81
				C11	1.57	D11	1.84
				C12	1.60	D12	1.87
				C13	1.63	D13	1.90
				C14	1.66	D14	1.93
				C15	1.69	D15	1.96
				C16	1.72	D16	1.99
				C17	1.75	D17	2.02
				C18	1.77	D18	2.05
				C19	1.79	D19	2.08
				C20	1.81	D20	2.11
				C21	1.83	D21	2.13
				C22	1.84	D22	2.15
				C23	1.85	D23	2.17
				C24	1.86	D24	2.19
				C25	1.87	D25	2.21
						D26	2.23
						D27	2.25

APPENDIX 4B

Salary grid indices for Extended Term faculty members

Lecturer		Senior Lecturer	
F1	0.86	G1	1.20
F2	0.89	G2	1.23
F3	0.92	G3	1.26
F4	0.95	G4	1.29
F5	0.98	G5	1.32
F6	1.01	G6	1.35
F7	1.04	G7	1.38
F8	1.07	G8	1.41
F9	1.10	G9	1.44
F10	1.13	G10	1.47
F11	1.16	G11	1.50
F12	1.19	G12	1.53
F13	1.22	G13	1.56
		G14	1.59
		G15	1.62
		G16	1.65
		G17	1.68
		G18	1.71
		G19	1.73
		G20	1.75
		G21	1.77
		G22	1.79
		G23	1.80
		G24	1.81
		G25	1.82
		G26	1.83

APPENDIX 4C

Salary grid indices for Librarian members

Librarian I		Librarian II		Associate Librarian		Senior Librarian	
W 1	0.92000	X1	1.00000	Y1	1.21000	Z1	1.52000
W 2	0.95488	X2	1.03488	Y2	1.24488	Z2	1.55488
		X3	1.06977	Y3	1.27977	Z3	1.58977
		X4	1.10465	Y4	1.31465	Z4	1.62465
		X5	1.13953	Y5	1.34953	Z5	1.65953
		X6	1.17442	Y6	1.38442	Z6	1.69442
		X7	1.20930	Y7	1.41930	Z7	1.72930
				Y8	1.45419	Z8	1.76419
				Y9	1.48907	Z9	1.79907
				Y10	1.52395	Z10	1.83395
				Y11	1.55884	Z11	1.86884
				Y12	1.59372	Z12	1.90372
				Y13	1.62860	Z13	1.93860
				Y14	1.66349	Z14	1.97349
				Y15	1.69837	Z15	2.00837
				Y16	1.72163	Z16	2.04326
				Y17	1.74488	Z17	2.06651
				Y18	1.76814	Z18	2.08977
				Y19	1.79140	Z19	2.11302
				Y20	1.81465	Z20	2.13628
				Y21	1.82628	Z21	2.15953
				Y22	1.83791	Z22	2.18279
				Y23	1.84953	Z23	2.20605
				Y24	1.86116	Z24	2.22930
				Y25	1.87279	Z25	2.25256

APPENDIX 5

Market Supplements for 2002-2003 and 2003-2004

Faculty/ Library	Department/Discipline	Subdiscipline	Market Supplement
Arts & Science	Economics		\$15,000
Engineering & Computer Science	Building, Civil and Environmental Engineering		12,000
	Computer Science		20,000
	Electrical Engineering		20,000
	Mechanical Engineering		12,000
John Molson School of Business	Accounting		35,000
	Decision Science & Management Information Systems	Statistics	18,000
		Production and Operations Management	25,000
		Management Information Systems	29,000
	Finance		39,000
	Management		25,000
	Marketing		25,000
Library	Commerce/Science/ Engineering		8,000
	Information Technology/Systems		12,000

APPENDIX 6A

Relevant Experience

In considering ongoing members for inclusion in the New Salary Model (see Article 39), the following general guidelines shall be used in assessing their relevant experience prior to their current appointment at Concordia University. The parties recognize that there are many different career paths, and agree that it is both impractical and undesirable to attempt a precise quantification of all combinations of prior experience for the purpose of Article 39. In many cases that are not clearly covered by the guidelines below, the Dean/Director will already have discussed this with the member at the time of hire.

Guidelines

In addition to years in a full-time university-level appointment as a regular member, the following may count, if deemed appropriate to the discipline:

- Years of post-doctoral experience, as a half year each;
- Years of full-time university level appointment elsewhere, where the member's duties and responsibilities include little or no research, as a half year each;
- Up to two (2) years at Concordia with a limited-term appointment (see Article 12.04 h and Article 13.04 i);
- Years of relevant professional experience, after completing the PhD (or other appropriate terminal degree), as a half year each.

Normally there is a limit of five (5) years on all relevant experience combined, with the exception of full-time university level appointments as full-time tenure-track faculty or librarians.

APPENDIX 6B

Grid salary for Tenure Track faculty members effective 31 May 2002

Lecturer		Assistant Professor		Associate Professor		Professor	
A1	43,000	B1	50,000	C1	63,500	D1	77,000
A2	44,500	B2	51,500	C2	65,000	D2	78,500
A3	46,000	B3	53,000	C3	66,500	D3	80,000
A4	47,500	B4	54,500	C4	68,000	D4	81,500
		B5	56,000	C5	69,500	D5	83,000
		B6	57,500	C6	71,000	D6	84,500
		B7	59,000	C7	72,500	D7	86,000
		B8	60,500	C8	74,000	D8	87,500
		B9	62,000	C9	75,500	D9	89,000
		B10	63,500	C10	77,000	D10	90,500
				C11	78,500	D11	92,000
				C12	80,000	D12	93,500
				C13	81,500	D13	95,000
				C14	83,000	D14	96,500
				C15	84,500	D15	98,000
				C16	86,000	D16	99,500
				C17	87,500	D17	101,000
				C18	88,500	D18	102,500
				C19	89,500	D19	104,000
				C20	90,500	D20	105,500
				C21	91,500	D21	106,500
				C22	92,000	D22	107,500
				C23	92,500	D23	108,500
				C24	93,000	D24	109,500
				C25	93,500	D25	110,500
						D26	111,500
						D27	112,500

APPENDIX 6C

Grid salary for Extended Term faculty members effective 31 May 2002

Lecturer		Senior Lecturer	
F1	43,000	G1	60,000
F2	44,500	G2	61,500
F3	46,000	G3	63,000
F4	47,500	G4	64,500
F5	49,000	G5	66,000
F6	50,500	G6	67,500
F7	52,000	G7	69,000
F8	53,500	G8	70,500
F9	55,000	G9	72,000
F10	56,500	G10	73,500
F11	58,000	G11	75,000
F12	59,500	G12	76,500
F13	61,000	G13	78,000
		G14	79,500
		G15	81,000
		G16	82,500
		G17	84,000
		G18	85,500
		G19	86,500
		G20	87,500
		G21	88,500
		G22	89,500
		G23	90,000
		G24	90,500
		G25	91,000
		G26	91,500

APPENDIX 6D

Grid salary for Librarian members effective 31 May 2002

Librarian I		Librarian II		Associate Librarian		Senior Librarian	
W 1	39,560	X1	43,000	Y1	52,030	Z1	65,360
W 2	41,060	X2	44,500	Y2	53,530	Z2	66,860
		X3	46,000	Y3	55,030	Z3	68,360
		X4	47,500	Y4	56,530	Z4	69,860
		X5	49,000	Y5	58,030	Z5	71,360
		X6	50,500	Y6	59,530	Z6	72,860
		X7	52,000	Y7	61,030	Z7	74,360
				Y8	62,530	Z8	75,860
				Y9	64,030	Z9	77,360
				Y10	65,530	Z10	78,860
				Y11	67,030	Z11	80,360
				Y12	68,530	Z12	81,860
				Y13	70,030	Z13	83,360
				Y14	71,530	Z14	84,860
				Y15	73,030	Z15	86,360
				Y16	74,030	Z16	87,860
				Y17	75,030	Z17	88,860
				Y18	76,030	Z18	89,860
				Y19	77,030	Z19	90,860
				Y20	78,030	Z20	91,860
				Y21	78,530	Z21	92,860
				Y22	79,030	Z22	93,860
				Y23	79,530	Z23	94,860
				Y24	80,030	Z24	95,860
				Y25	80,530	Z25	96,860

APPENDIX 7

Table 1

Grid salary Tenure Track faculty members effective 1 June 2002

Lecturer		Assistant Professor		Associate Professor		Professor	
A1	43,968	B1	51,125	C1	64,929	D1	78,733
A2	45,501	B2	52,659	C2	66,463	D2	80,266
A3	47,035	B3	54,193	C3	67,996	D3	81,800
A4	48,569	B4	55,726	C4	69,530	D4	83,334
		B5	57,260	C5	71,064	D5	84,868
		B6	58,794	C6	72,598	D6	86,401
		B7	60,328	C7	74,131	D7	87,935
		B8	61,861	C8	75,665	D8	89,469
		B9	63,395	C9	77,199	D9	91,003
		B10	64,929	C10	78,733	D10	92,536
				C11	80,266	D11	94,070
				C12	81,800	D12	95,604
				C13	83,334	D13	97,138
				C14	84,868	D14	98,671
				C15	86,401	D15	100,205
				C16	87,935	D16	101,739
				C17	89,469	D17	103,273
				C18	90,491	D18	104,806
				C19	91,514	D19	106,340
				C20	92,536	D20	107,874
				C21	93,559	D21	108,896
				C22	94,070	D22	109,919
				C23	94,581	D23	110,941
				C24	95,093	D24	111,964
				C25	95,604	D25	112,986
						D26	114,009
						D27	115,031

APPENDIX 7

Table 2

Grid salary for Extended Term faculty members effective 1 June 2002

Lecturer		Senior Lecturer	
F1	43,968	G1	61,350
F2	45,501	G2	62,884
F3	47,035	G3	64,418
F4	48,569	G4	65,951
F5	50,103	G5	67,485
F6	51,636	G6	69,019
F7	53,170	G7	70,553
F8	54,704	G8	72,086
F9	56,238	G9	73,620
F10	57,771	G10	75,154
F11	59,305	G11	76,688
F12	60,839	G12	78,221
F13	62,373	G13	79,755
		G14	81,289
		G15	82,823
		G16	84,356
		G17	85,890
		G18	87,424
		G19	88,446
		G20	89,469
		G21	90,491
		G22	91,514
		G23	92,025
		G24	92,536
		G25	93,048
		G26	93,559

APPENDIX 7

Table 3

Grid salary for Librarian members effective 1 June 2002

Librarian I		Librarian II		Associate Librarian		Senior Librarian	
W1	40,450	X1	43,968	Y1	53,201	Z1	66,831
W2	41,984	X2	45,501	Y2	54,734	Z2	68,364
		X3	47,035	Y3	56,268	Z3	69,898
		X4	48,569	Y4	57,802	Z4	71,432
		X5	50,103	Y5	59,336	Z5	72,966
		X6	51,636	Y6	60,869	Z6	74,499
		X7	53,170	Y7	62,403	Z7	76,033
				Y8	63,937	Z8	77,567
				Y9	65,471	Z9	79,101
				Y10	67,004	Z10	80,634
				Y11	68,538	Z11	82,168
				Y12	70,072	Z12	83,702
				Y13	71,606	Z13	85,236
				Y14	73,139	Z14	86,769
				Y15	74,673	Z15	88,303
				Y16	75,696	Z16	89,837
				Y17	76,718	Z17	90,859
				Y18	77,741	Z18	91,882
				Y19	78,763	Z19	92,904
				Y20	79,786	Z20	93,927
				Y21	80,297	Z21	94,949
				Y22	80,808	Z22	95,972
				Y23	81,319	Z23	96,994
				Y24	81,831	Z24	98,017
				Y25	82,342	Z25	99,039

APPENDIX 8

Procedures for Allocation of the Performance-Based Amount Under Article 40.11

1. A member's eligibility for the Performance-based amount (PBA - see Articles 40.06 e) and 40.08 c) is determined by the results of all the performance evaluations in which the member was eligible to participate, up to a maximum of three (3) evaluations [Spring: 1998 (covering a period of 4.5 years), 2000 (covering a period of 2 years) and 2002 (covering a period of 2 years)]. Members who were denied a CDI in any of these performance evaluation exercises are not eligible for a PBA.
2.
 - a) For each evaluation, the Dean shall assign a value of 1 or 0 based on whether or not the performance of the eligible member was meritorious. If the member actually applied to be considered for merit, and if the member was awarded merit², a value of 1 shall be assigned; otherwise the value shall be 0. If the member did not apply for merit, the Dean shall nevertheless decide, based on that performance evaluation, whether to assign 1 or 0.
 - b) Members who received high merit in all three (3) performance exercises shall receive a recognition bonus of \$1,000 added to their PBA.
3. For each eligible member, the following indexes shall be calculated:
 - a) an eligibility index obtained by counting the number of exercises for which the member was eligible (1, 2 or 3);
 - b) a performance index obtained by adding the values for each performance evaluation exercise.
4. The allocation of performance-based adjustments is determined as follows:
 - a) The eligibility indexes are added over each Faculty and the Library, and then added over the entire University.
 - b) Each Faculty/Library receives a proportion of the total amount equal to the ratio of the total of all the eligibility indexes in the Faculty/Library to the total for the entire University.

² If an initial merit decision was later changed through a grievance, the decision of the grievance process shall prevail.

- c) The total amount available in each Faculty/Library is reduced by an amount equal to the sum of all the recognition bonuses [see 2 b) above] in that Faculty/Library.
- d) The remaining amount is then divided by the total of all the performance indexes in that Faculty/Library. This is the dollar value of each performance point.
- e) The PBA received by an eligible member is equal to
 - i) The amount calculated in d) above (i.e. the dollar value of each performance point) multiplied by the performance index of the member
 - ii) The recognition bonus.

