

Article 2: Definitions

2.01 "Academic appointment" means appointment of a member to an academic unit or the Library in one of the following categories:

- a) "Extended term appointment" (ETA) means a renewable appointment for a fixed term.
- b) "Limited term appointment" (LTA) means an appointment which is limited to a stated term and which carries no implication that the appointee shall be reappointed or considered for tenure.
- c) "In-residence" appointment means an appointment granted the designation of "in-residence" (e.g., Writer-in-Residence, Executive-in-Residence, 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.
- d) "Probationary appointment" means an appointment of up to three (3) years, potentially leading to tenure.
- e) "Research appointment" means an appointment funded wholly or in part by external sources that carries the title Research Assistant Professor, Research Associate Professor, or Research Professor.
- f) "Tenured appointment" means an appointment without term, which may be terminated only in accordance with the provisions of this Collective Agreement.
- g) "Visiting appointment" means an appointment granted the designation of "Visiting" before the rank (e.g., Visiting Associate Professor, Visiting Associate Librarian, Visiting Scholar) which is limited to a stated term and which carries no implication that the appointee shall be reappointed or considered for tenure. Visiting appointees will normally be on leave from a permanent position in another institution or organization or come to Concordia post-retirement.
- h) "Tenure track appointment" means a probationary appointment.

2.02 "Academic designation" means one or more of the following when used in conjunction with an academic appointment:

- a) "Academic Chair" or "Special Professorship" means 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.
- b) "Cross appointment" means appointment of a continuing regular member of an academic unit (the "primary unit"), made for a renewable limited term to a second academic unit (the "secondary unit"), where the salary costs are borne in

their entirety by the primary unit, and carrying with it no obligation to undertake service commitments in the secondary unit.

- c) "Fellow" means a member cross-appointed to a College.
 - d) "Joint appointment" means an appointment of a continuing regular member of an academic unit (the "primary unit"), to a second academic unit (the "secondary unit"), where the salary costs are shared by the units in proportion to the duties to be undertaken by the member in each unit.
- 2.03 "Academic staff" means faculty members, librarian members, and persons holding appointments to positions excluded under the provisions of Article 9 who report directly or indirectly to a Dean.
- 2.04 "Academic unit" means a Department or College within a Faculty in which a member may hold an academic appointment.
- 2.05 "Academic unit head" means Department Chair or College Principal.
- 2.06 "Academic year" means a period of twelve (12) months from June 1 to May 31.
- 2.07 "Associate University Librarian" means an administrator reporting to the University Librarian or, where the context requires it, an appropriate administrator for librarian positions located outside the Library.
- 2.08 "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.
- 2.09 "Available", when used in conjunction with "member", means neither on leave from the University under the provisions of Articles 26, 32, 33.03, 34, 35 or 36, nor currently excluded from the bargaining unit under the provisions of Article 9.
- 2.10 "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.
- 2.11 "College" means one of the following: Liberal Arts College, Loyola International College, School of Community and Public Affairs, Science College, Simone de Beauvoir Institute.
- 2.12 "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.
- 2.13 "Conflict of interest" means an inability to assess a matter objectively as a result of a relationship with another person, including but not limited to the following: a current or previous personal relationship (e.g. spouse, partner, relative); a current or recent professional relationship (e.g. as thesis supervisor, as student under the member's

- supervision); a documented history of personal conflict or bias, positive or negative; or a financial/material relationship.
- 2.14 “Continuing”, when used in conjunction with “member”, means holding a tenured, probationary, or ETA appointment extending beyond the current academic year.
- 2.15 “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.
- 2.16 “Days” means working days, i.e., Monday through Friday excluding holidays.
- 2.17 “Dean” means Dean of a Faculty, or, where the context requires it, the University Librarian or the Director of Counseling and Development.
- 2.18 “Department” means an academic unit that is not a college.
- 2.19 “Employer” means the body politic and corporate known as Concordia University, which is represented by the Board of Governors, the President, the Provost, the Vice-Presidents, the Deans and any other persons excluded from the bargaining unit who are authorized to act on behalf of the University.
- 2.20 “Faculty” means any of the following: Faculty of Arts and Science, Faculty of Engineering and Computer Science, Faculty of Fine Arts, John Molson School of Business, and any subsequently created entity of the University consisting of one or more academic units.
- 2.21 “Filled position” means a position occupied as of October 1 in any academic year by a member with a tenured, probationary, ETA or LTA appointment, or by a member who is appointed to an excluded administrative position.
- 2.22 “Grievance” means any disagreement between the Employer and the Association or between the Employer and a member or group of members respecting the interpretation, application, or alleged violation of the Collective Agreement.
- 2.23 “Grievor” means either the Association, a member or group of members on behalf of whom the Association lodges a grievance, or the Employer.
- 2.24 “Member” means a person included in the bargaining unit, as defined in the accreditation certificate.
- 2.25 “Nominal salary” is the salary of a member that is used for pension purposes. It does not include stipends.
- 2.26 “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.

- 2.27 "Outside professional activities" means participation in the activities of professional associations, learned societies, faculty associations and voluntary practice in a member's profession.
- 2.28 "Parties" means the Employer and the Association.
- 2.29 "Reasoned", when used in conjunction with "decision" or "recommendation", means incorporating a written statement of the reasons for the recommendation or decision.
- 2.30 "Reasoned report" means a document consisting of a committee's recommendations and a statement of the reasons for them incorporating both the majority and minority positions (where applicable), and signed by all members of the committee, with the proviso that a member's electronically transmitted authorization to sign may be substituted for the signature of that member.
- 2.31 "Registered Pension Plan" means the Pension Plan for the Employees of Concordia University.
- 2.32 "Regular", when used in conjunction with "member", means tenured, probationary or ETA.
- 2.33 "Shall" means an action is mandatory.
- 2.34 "Stipend" means compensation paid to members above their nominal salary for the performance of specific duties, and is not considered to be salary for the purposes of benefits calculation.
- 2.35 "Supervisory librarian" means a librarian member whose responsibilities include the supervision of staff.
- 2.36 "Teaching Assignment" means the course sections assigned by the Employer to a member to be taught during a given academic year.
- 2.37 "Teaching Load" means the amount of teaching (expressed in number of course sections or credits) assigned to a member during a given academic year as part of workload, prior to reductions granted for administrative, research or service reasons.
- 2.38 "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.
- 2.39 "Vice-President" means the Provost, except in the case of those librarians who are in the unit that reports to the Vice-President, Services.
- 2.40 "Workload" means the combination of activities to be undertaken by a member during a given academic year in satisfaction of the duties and responsibilities of members described in Articles 16 and 17.

- 2.41 "Year of service" means a complete academic year as academic staff while not on leave without pay. In computing years of service for the purposes of tenure consideration, promotion and sabbatical entitlement, only portions of five-twelfths ($5/12$) of a single academic year or more shall count. Should the total number of years of service not be a whole number, the fractional part of the result shall count as a year of service only if it is at least seven twelfths ($7/12$) of a year.

Agreed March 18, 2013