

November 28, 2018

**Memorandum of Agreement  
Renewing the Collective Agreement**

**Between**

**Concordia University  
(hereinafter “the University”)**

**and**

**The Concordia University Faculty Association  
(hereinafter “CUFA”)**

**Collectively the “Parties”**

Unless otherwise stipulated, any modification to the Collective Agreement takes effect on the Monday following the signature of the Collective Agreement.

The present Memorandum of Agreement (MOA), when ratified and/or approved by the respective principals of the Parties, shall renew the Collective Agreement that expired on May 31, 2018, and shall resolve all issues opened for negotiation between the Parties.

Salary grids are attached as Appendix “A” hereto. Agreed modifications to the text of the Collective Agreement are attached as Appendix “B” hereto.

The following highlights certain modifications to the Collective Agreement. In the case of any discrepancy between this MOA and the Collective Agreement, the Collective Agreement shall take precedence except in the case of the Professional Development Allowance (paragraph 10 below) and the Tow Clause (paragraph 12 below).

**1. Term of the Agreement**

The Agreement shall become effective on the Monday following the date of its signature and shall remain in effect until May 31, 2021, or until a new Collective Agreement comes into effect in accordance with Article 52 of the Collective Agreement.

**2. Adjustments to the Salary grids for Members whose salaries are governed by the ‘New Model’**

The following increases are reflected in the salary grids attached, as appropriate, as Appendix A hereto:

**Effective January 1, 2018 (Pension reform adjustment):**

The nominal salary of CUFA members is raised by two percent (2.0%), which raises each step of the grid and every supplement by two percent (2.0%).

**Effective June 1, 2018:**

Each step on the grid in effect on May 31, 2018, is increased by three point five percent (3.5%).

In addition, each step on the grid is increased by zero point twenty-seven percent (0.27%) of the CUFA 'masse salariale' on January 1, 2018, which is equivalent to an increase on each step of the grid of three hundred dollars (\$300).

**Effective June 1, 2019:**

Each step on the grid in effect on May 31, 2019, is increased by two point four percent (2.4%).

**Effective June 1, 2020:**

Each step on the grid in effect on May 31, 2020, is increased by two point six percent (2.6%).

**3. Salary increases for Members whose salaries are governed by the 'Old Model' shall be as follows:**

**Effective January 1, 2018 (Pension reform adjustment):**

Two percent (2.0%).

**Effective June 1, 2018:**

Three point five percent (3.5%).

In addition, the base salary for each member governed by the Old Model will be increased by zero point twenty seven percent (0.27%) of the CUFA 'masse salariale' on January 1, 2018, which is equivalent to an increase of three hundred dollars (\$300).

**Effective June 1, 2019:**

Two point four percent (2.4%).

**Effective June 1, 2020:**

Two point six percent (2.6%).

#### **4. Academic Unit Heads and Supervisory Librarians**

**Effective June 1, 2018:**

**Stipends for Academic Unit Heads are increased as follows:**

Effective June 1, 2018, compensation for academic unit heads shall be set at one (1) of four (4) different levels depending on the size of the unit at October 1 of the academic year preceding the start of the appointment or any subsequent appointment:

- Level 1: for up to ten (10) continuing members, excluding members on long-term disability: a stipend of \$7,426 per annum; (increase of 4%).
- Level 2: from eleven (11) to twenty (20) continuing members, excluding members on long-term disability: a stipend of \$9,547 per annum; (increase of 4%).
- Level 3: from twenty-one (21) to thirty (30) continuing members, excluding members on long-term disability, a stipend of \$11,669 per annum; (increase of 4%).
- Level 4: for more than thirty (30) continuing members, excluding members on long-term disability, a stipend of \$13,790 per annum; (increase of 4%).

**Stipends for Supervisory Librarians are increased as follows:**

Effective June 1, 2018, members who are appointed as supervisory librarians shall be paid, on a bi-weekly basis, a stipend of \$7,030 or \$8,112 per annum for the duration of the appointment depending on the size and complexity of the unit (an increase of 4%).

#### **5. Extended Term Appointments (ETA) (Article 12.04)**

The maximum number of ETAs shall not exceed ten point five percent (10.5%) of the total number of continuing probationary and tenured members on May 31 of the previous academic year. Notwithstanding the foregoing, the total number of ETAs in the University shall not exceed eighty-six (86). (Previously 8.5% and 71.)

Moreover, the number of new ETA positions in a given academic year cannot exceed fifty percent (50%) of the probationary and tenured hires of the previous academic year. [New]

#### **6. Extended Term Appointments (ETA) (Article 14.11 b)**

The first reappointment shall be for thirty-six (36) consecutive months. The second reappointment shall be for sixty (60) months, after which time the ETA member shall be considered to have an appointment without a fixed end date. In the case of a candidate who had served as an LTA for at least thirty-three (33) months of the five (5) years preceding her or his initial appointment, the first reappointment shall be for sixty (60) consecutive months after which time the ETA member shall be considered to have an appointment without a fixed end date.

The contracts of ETA members who have completed a 5-year appointment shall be revised to a contract without an end date.

## **7. Duties and Responsibilities of Faculty Members (Article 16)**

### **ETAs**

ETA members who, during an academic year, are assigned to teach five (5) or more courses, each of which requires a distinct course preparation, shall receive a stipend of \$1,700 for each of the fifth (5<sup>th</sup>), sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) distinct course preparations. For the purpose of this article, any six (6) credit course shall be considered the equivalent of two (2) distinct three (3) credit course preparations. (Previously \$1,500.)

### **LTAs**

Every effort shall be made to minimize the number of distinct course preparations in an academic year. LTA members who, during an academic year, are assigned to teach five (5) or more courses, each of which requires a distinct course preparation, shall receive a stipend of \$1,700 for each of the fifth (5<sup>th</sup>), sixth (6<sup>th</sup>), or seventh (7<sup>th</sup>) distinct course preparations. For the purposes of this article, any six (6) credit course shall be considered the equivalent of two (2) distinct three (3) credit course preparations. (Previously \$1,500.)

### **Stipends for teaching additional courses**

A member who has fulfilled the duties and responsibilities set out in this Article may, upon agreement with the Dean, teach up to two (2) additional courses that have been scheduled and are available, for a teaching stipend, which shall be modified as follows:

Effective May 1, 2018:	\$8,634 (previously \$7,944)
Effective May 1, 2019:	\$8,841 (previously \$8,055)
Effective May 1, 2020:	\$9,071 (previously \$8,184)

## **8. Compassionate Leave (Article 33)**

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 who shall authorize leave with pay. Normally such leave shall not exceed ten (10) days. Such authorization shall not be withheld without valid reason. (Previously 5 days.)

## **9. Rights of the Association (Article 8.16)**

To facilitate the work of the Association, the Employer agrees to assign twenty-six (26) three-credit course remissions per academic year to the Association. (Previously 22.)

## **10. Professional Development Allowance (not to be included in the Collective Agreement)**

Effective June 1, 2018, the annual professional development allowance for probationary, tenured and ETA members is raised by \$200; i.e., to \$2,400. Effective June 1, 2018, the annual professional development allowance for LTA members is raised by \$100; i.e., to \$500.

## **11. Retroactivity**

Within sixty (60) days of the signature of the Collective Agreement, all salary increases shall be paid retroactively to members who were in the employ of the University on the date of the signature of the Collective Agreement.

Members who have retired between May 31, 2018 and the date of the signature of the Collective Agreement are eligible to receive payment of retroactive salary. Their pension plan contributions and pensions will be adjusted to reflect the salary increase granted prior to retirement.

## **12. Tow Clause (not to be included in the collective agreement)**

The parties have signed a letter of agreement stating the following:

June 1, 2019: should the Government Salary Policy (GSP) (the annual salary scale increase negotiated with employees of the Quebec Public Sector) exceed 2.4%, the salary scale increase for June 1, 2019 shall be adjusted by the difference and paid effective June 1, 2019, retroactively if necessary.

June 1, 2020: should the Government Salary Policy (GSP) (the annual salary scale increase negotiated with employees of the Quebec Public Sector) exceed 2.6%, the salary scale increase for June 1, 2020 shall be adjusted by the difference and paid effective June 1, 2020, retroactively if necessary.

## **13. The Articles modified during negotiations and the Letters of Agreement signed during negotiations are attached hereto as "Appendix B" and are listed below:**

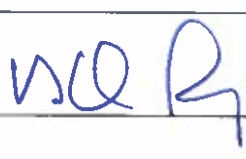

- Article 8: Rights of the Association
- Article 11: Committees
- Article 12: Appointments of Faculty Members
- Article 13: Appointments of Librarians
- Article 14: Reappointment, Promotion, Evaluation and Review of Regular Members
- Article 15: Reappointment, Promotion, Evaluation of Probationary and Tenured Librarians
- Article 16: Duties and Responsibilities of Faculty Members
- Article 17: Duties and Responsibilities of Librarian Members
- Article 18: Tenure for Faculty Members
- Article 19: Tenure for Librarians
- Article 20: Academic Unit Heads and Supervisory Librarians
- Article 21: Appeal
- Article 29: Disciplinary Measures and Dismissal
- Article 33: Sick Leave and Compassionate Leave
- Article 38: Stipends and Additional Compensation
- Article 40: Annual Adjustments to Salaries
- Article 52: Duration, Transition and Retroactivity
- Appendix 2: SRP
- Appendix 3: Market Supplements

- Appendix 4: Salary Grids for Faculty Members
- Appendix 5: Salary Grids for Librarian Members
- Letter of Agreement: Mandate of the parity committee to review Article 29 in light of Harassment, Psychological Harassment, Sexual Harassment and Sexual Violence
- Letter of Agreement: Mandate of the parity committee to review and make recommendations on the issue of teaching evaluations
- Letter of Agreement: Creation of a side table to review Article 27. If no agreement is reached by January 31, 2019, the current Article 27 shall remain in effect.

IN WITNESS WHEREOF, the authorised representatives of the Parties have signed in Montreal, Quebec, this 28<sup>th</sup> day of NOVEMBER, 2018, undertaking to recommend ratification and approval of the terms of the present Memorandum of Agreement by their respective principals

For CUFA

For CONCORDIA UNIVERSITY

 <b>Norman Ingram</b> Chief Negotiator Professor of History, Faculty of Arts and Science	 <b>André Roy</b> Chief Spokesperson Dean, Faculty of Arts and Science
 <b>Ciprian Alecsandru</b> Associate Professor of BCEE, Gina Cody School of Engineering and Computer Science	 <b>Nadia Hardy</b> Vice-Provost, Faculty Development and Inclusion
 <b>Gail Fayerman</b> Senior Lecturer, Accountancy John Molson School of Business	 <b>Pat Riva</b> Associate University Librarian, Collection Services, Library
 <b>Karen Jensen</b> Associate Librarian, Library	 <b>Sonia Coutu</b> Executive Director, Employee and Labour Relations
 <b>Geneviève Robichaud</b> Professional and Legal Officer, CUFA	 <b>Carolina Willsher</b> Associate Vice-President, Human Resources