

**Memorandum of Agreement
Renewing the Collective Agreement**

Between

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

and

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

Collectively the “Parties”

Unless otherwise stipulated, any modification to the Collective Agreement takes effect on June 1, 2023.

The present Memorandum of Agreement, when ratified and/or approved by the respective principals of the Parties, shall renew the Collective Agreement that expired on May 31, 2023, and shall resolve all issues opened for discussion between the Parties.

The following highlights certain agreed-upon modifications to the Collective Agreement. A summary of agreed modifications to the text of the Collective Agreement are attached as Appendix “A” hereto. Salary grids will be calculated as appropriate, after the application of Article 40.04 of the 2021-2023 collective agreement.

1. Term of the Agreement

The Agreement shall become effective on June 1, 2023, and will remain in effect until May 31, 2026.

2. Adjustments to the Salary grids for Members whose salaries are governed by the ‘New Model’ (Articles 40.01 and 40.02)

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

Effective June 1, 2023:

Each step on the salary grid in effect on May 31, 2023, is increased by four point eight percent (4.8%) or the increase (commonly known as Government Salary Policy (GSP)) provided for in the Règles Budgétaires for the teaching and teaching support grant, for 2023-2024, whichever is the greatest.

Effective June 1, 2024:

Each step on the salary grid in effect on May 31, 2024, is increased by three point two percent (3.2%) or the increase (commonly known as Government Salary Policy (GSP)) provided for in the Règles Budgétaires for the teaching and teaching support grant, for 2024-2025, whichever is the greatest.

Effective June 1, 2025:

Each step on the salary grid in effect on May 31, 2025, is increased by three percent (3%) or the increase (commonly known as Government Salary Policy (GSP)) provided for in the Règles Budgétaires for the teaching and teaching support grant, for 2025-2026, whichever is the greatest.

3. **Salary increases for Members whose salaries are governed by the ‘Old Model’ shall be as follows:** (Article 40.03)

Effective June 1, 2023:

Four point eight percent (4.8%) or the increase (commonly known as Government Salary Policy (GSP)) provided for in the Règles Budgétaires for the teaching and teaching support grant, for 2023-2024, whichever is the greatest.

Effective June 1, 2024:

Three point two percent (3.2%) or the increase (commonly known as Government Salary Policy (GSP)) provided for in the Règles Budgétaires for the teaching and teaching support grant, for 2024-2025, whichever is the greatest.

Effective June 1, 2025:

Three percent (3%) or the increase (commonly known as Government Salary Policy (GSP)) provided for in the Règles Budgétaires for the teaching and teaching support grant, for 2025-2026, whichever is the greatest.

4. **Additional Percentage Increases (Article 40.04)**

Dates in this article are changed as below, to reflect the new term of the collective agreement. On May 31, 2026, each step on the salary grid, as well as the base salary of each member whose salary is governed by the Old Model (up to the maximum grid salary for the member’s rank), shall be further increased by the sum of the following:

- a) a percentage increase calculated by adding the total amount awarded in the form of new individual supplements in accordance with the provisions of Article 39.01 c) or Article 39.10 a) from June 1, 2023 to May 31, 2024, and dividing the result by the CUFA masse salariale on October 1, 2023.
- b) a percentage increase calculated by adding the total amount awarded in the form of new individual supplements in accordance with the provisions of Article 39.01 c) or Article 39.10 a) from June 1, 2024 through May 31, 2025, and dividing the result by the CUFA masse salariale on October 1, 2024.

c) a percentage increase calculated by adding the total amount awarded in the form of new individual supplements in accordance with the provisions of Article 39.01 c) or Article 39.10 a) from June 1, 2025 through May 31, 2026, and dividing the result by the CUFA masse salariale on October 1, 2025.

5. Academic Unit Heads and Supervisory Librarians **Effective June 1, 2023:** (Articles 20.01 and 20.16)

Stipends for Academic Unit Heads are increased as follows:

Effective June 1, 2023, 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 \$10,000 per annum (was \$7,802).
- Level 2: from eleven (11) to twenty (20) continuing members, excluding members on long-term disability: a stipend of \$13,000 per annum (was \$10,030).
- Level 3: from twenty-one (21) to thirty (30) continuing members, excluding members on long-term disability, a stipend of \$15,500 per annum (was \$12,259).
- Level 4: for more than thirty (30) continuing members, excluding members on long-term disability, a stipend of \$18,500 per annum (was \$14,489).

Effective June 1, 2024, 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 \$10,320 per annum (an increase of 3.2%)
- Level 2: from eleven (11) to twenty (20) continuing members, excluding members on long-term disability: a stipend of \$13,416 per annum (an increase of 3.2%)
- Level 3: from twenty-one (21) to thirty (30) continuing members, excluding members on long-term disability, a stipend of \$15,996 per annum (an increase of 3.2%)
- Level 4: for more than thirty (30) continuing members, excluding members on long-term disability, a stipend of \$19,092 per annum (an increase of 3.2%)

Effective June 1, 2025, 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 \$10,630 per annum (an increase of 3%)
- Level 2: from eleven (11) to twenty (20) continuing members, excluding members on long-term disability: a stipend of \$13,819 per annum (an increase of 3%)
- Level 3: from twenty-one (21) to thirty (30) continuing members, excluding members on long-term disability, a stipend of \$16,476 per annum (an increase of 3%)
- Level 4: for more than thirty (30) continuing members, excluding members on long-term disability, a stipend of \$19,665 per annum (an increase of 3%)

Stipends for Supervisory Librarians are increased as follows:

Effective June 1, 2023, members who are appointed as supervisory librarians shall be paid, on a bi-weekly basis, a stipend of \$9,400 or \$10,900 per annum for the duration of the appointment depending on the size and complexity of the unit (was \$7,386 or \$8,523).

Effective June 1, 2024, members who are appointed as supervisory librarians shall be paid, on a bi-weekly basis, a stipend of \$9,701 or \$11,249 per annum for the duration of the appointment depending on the size and complexity of the unit. (An increase of 3.2%)

Effective June 1, 2025, members who are appointed as supervisory librarians shall be paid, on a bi-weekly basis, a stipend of \$9,992 or \$11,586 per annum for the duration of the appointment depending on the size and complexity of the unit. (An increase of 3%)

6. Duties and Responsibilities of Faculty Members (Article. 16.12)

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, 2023: 9,987 \$ (an increase of 4.8%)
- Effective May 1, 2024: 10,307 \$ (an increase of 3.2%)
- Effective May 1, 2025: 10,616 \$ (an increase of 3%)

7. Appendix 4: Salary Grids for Faculty Members

- Addition of three (3) steps to the Limited Term Appointment Grids
- Addition of three (3) steps to Assistant Professor Grid

8. Appendix 5: Salary Grids for Librarian Members

Addition of three (3) steps to the Assistant Librarian Grid
Adjustment to CUFA Librarian Grid: X1 and Y1 move to eighty-five (85) percent of B1 and C1 Grids respectively and the rest of the X and Y steps move as per the existing step increase.

9. Maternity, Paternity and Parental Leave (Article 35).

NEW: Upon return from maternity, paternity or parental leave, the member shall, at their request, benefit from a one-time reduction in their teaching duties equivalent to one course of three credits to be used within twelve months of their return.

10. Increase in Professional Development Allowance

Professional Development Allowance for tenured, probationary and Extended term Appointment increased from \$2,400 to \$2,650, and the carry over extends from 1 year to 2 years.

Professional Development Allowance for Limited term Appointment increased from \$500 to \$550. Carry over allowed in the cases of a 24-month appointment.

Appendix A

to the

**Memorandum of Agreement
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Between

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

and

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

Proposed modifications to the text of the Collective Agreement (Documents attached)

Article 8 – Rights of the Association

8.08 The definition of the Employer has been added and a date for the provision of information to the Association has been changed.

Article 11 – Committees

11.02 Replacement of the Joint Employment Equity Committee (JEEC) with the Joint Equity Committee (JEC) to review and make recommendations to the Provost and the Association on equity practices in the context of hiring and internal processes that impact the career and work of CUFA members (e.g., tenure and promotion).

11.09 Modification to the Composition of the University Committee on the Promotion to Senior Librarian.

11.10 NEW: Creation of a Joint Committee on Faculty Clerical work (JCFC) tasked with assessing the impact of clerical tasks on faculty members’ workload and making recommendations to the Parties about improvements to the practices and processes related to faculty work.

11.12 Modification to the Purpose and Composition of the Department Hiring Committee (DHC) to incorporate the guidelines previously agreed upon by the Parties.

11.13 Modification to the Purpose and Composition and the Department Personnel Committee (DPC), to address procedures in cases of Conflict of Interest.

11.14 Modification to the Composition of the Department Tenure Committee (DTC) to address procedures when FPTC must act as DTC.

11.18 Addition of new paragraph to Library Advisory search Committee (LASC)

One member of the LASC shall be specifically tasked with introducing, at each stage of the process, consideration of equitable and inclusive hiring practices with respect to equity-seeking groups. There is no assumption that this person will be a member of an equity-seeking group.

Article 12 – Appointment of Faculty Members

12.01 General information regarding appointments

The process through which members may voluntarily identify themselves as belonging to one (1) or more designated groups.

Information submitted to government agencies under relevant legislation on employment equity shall now be made available to the Academic Unit Heads within sixty (60) days.

12.02 General Procedures for Tenured, Probationary, Extended and Limited Term Appointments

Addition of a process for handling Conflict of Interest to the DHC Procedures.

Reduction of the degree of formality for sharing Advertisement with the Association.

Removal of reference to the JEEC and addition of reference to the JEC.

Modification to the wording included in the equity statement in the advertisement.

Removal of the involvement of the DPC in the hiring process.

12.04 Extended Term Appointments

Removal of the cap on the number of Extended term appointments.

12.05 Limited Term Appointments

Limited term appointments shall be for a period of no less than twelve (12) months and no more than twenty-four (24) months, the duration set at the time of the initial contract.

When Limited term appointments are allocated to an academic unit for four consecutive years to respond to the same specific teaching needs, and the positions are filled in each of the first three years, the limited term appointment shall be allocated as an extended term position in the fourth year. The parties agree to begin counting years in AY 2024-25, with obligatory conversion of ETA positions commencing in 2027-2028. Earlier conversions are at the discretion of the Employer.

Limited term appointments shall be made only at the rank of Lecturer.

Limited term appointments are subject to the provisions of Article 42.05.

Limited term appointment contracts will normally commence thirty (30) days prior to the start of the teaching assignment.

12.06 Teaching Complement

On October 1, of any academic year, probationary and tenured members shall comprise no less than 80% of the teaching complement, meaning members holding probationary, tenured, extended, or limited term appointments as of October 1 of the previous academic year.

- 12.10 Spousal Appointments for Faculty and Librarian Members
Introduction of requirement for spousal appointment to provide their CV and possibility to strike a DHC or LASC to assess the spousal candidate by secret ballot vote. In the case of a spousal appointment authorised for the purpose of recruitment, the offer is contingent upon the acceptance of the offer by the principal candidate.

Article 13 – Appointment of Librarians

- 13.01 General Information Regarding Appointments
Information submitted to government agencies under relevant legislation on employment equity shall now be made available to the Associate University Librarians within sixty (60) days.

- 13.02 General Appointment Procedures
Simplification of the advertisement and modification to the wording included in the equity statement in the advertisement.

Changes to the LASC procedures to include notably a first meeting of the committee to declare any actual, potential, or perceived conflict of interest that arose after seeing the candidate list and shall recuse themselves from discussions of that candidate as appropriate. Removal of references to the JEEC.

- 13.04 Limited Term Appointments
Limited term appointments shall be made for a period of no less than twelve months and no more than twenty-four months. Removal of the references to consecutive limited term appointments.

Article 14 – Reappointment, Promotion, Evaluation and Review of Regular Members

- 14.01 General Criteria
Change in the elements that may be included in the teaching dossier.
Changes to the teaching evaluation questionnaire and inclusion of the questionnaire as an appendix. The questionnaire may be subsequently revised by mutual agreement of the parties.
- 14.05 Addition of a new category for Promotion to Professor based on all three areas of responsibility: teaching, research, and service.
- 14.07 Procedures at the Academic Unit Level for Promotion to the Rank of Professor
Additional Evaluators shall only be solicited to comment on their areas of expertise, as specified by the candidate. Inclusion of suggested criteria for the selection of evaluators.
- 14.11 Denial of Promotion to professor
Clarification that denial of promotion to the rank of Professor can be appealed in accordance with Article 21.04 and that a candidate denied promotion to professor may reapply.

- 14.12 Evaluation of Extended Term Appointment Faculty Members for the Purpose of Reappointment
Second reappointment of Extended Term Appointment shall be to a contract without end date, (ongoing ETAs). Members that do not submit a request to be reappointed shall automatically end at the date stipulated in the contract.
- 14.13 Promotion of Extended Term Appointment Faculty Members
Upon the granting of a contract without end date, ETA faculty members who hold the rank of Lecturer shall be promoted to the rank of Senior Lecturer.
- 14.14 NEW: Promotion of Ongoing Extended Term Appointment Faculty Members to Teaching Professor
The rank of teaching professor can be attained by fulfilling the criteria outlined in the article, notably teaching that is demonstrably superior over a sustained period of time and service over the years to be of good quality and six years or more of service as an ongoing ETA.

Article 15 – Reappointment, Promotion and Evaluation of Probationary and Tenured Librarians

- 15.02 CORRECTION: Reappointments for nominally tenured librarian members are increased from one to two years (the same as for Faculty members)
- 15.04 Promotion from Associate Librarian to Senior Librarian
Addition of satisfactory service to the conditions for promotion on the basis of professional librarian activities, and the creation of a new category for promotion on the basis of all three areas of responsibility (research, professional librarian activities, and service)
- 15.06 Procedures at the LPC Level for Promotion to the Rank of Senior Librarian
Additional Evaluators shall only be solicited to comment on their areas of expertise, as specified by the candidate. Inclusion of suggested criteria for the selection of evaluators.

Article 16 – Duties and Responsibilities of Faculty Members

- 16.01 Duties and Responsibilities of Faculty Members
Stipulation that members whose contracts have ended retain a responsibility to provide grades and feedback to students. Inclusion of examples of duties associated with research and scholarship.
- 16.09 ETA members
Changes to reflect the modifications to criteria regarding ETA and subsequent contracts. Notably that a teaching load shall not normally exceed six courses per academic year for members doing normal service.
- 16.10 LTA members
Changes to reflect the longer minimum duration of Limited term appointments

Article 17 – Duties and Responsibilities of Librarian Members

17.01 Duties and Responsibilities of Librarian Members

Recognizes that duties and responsibilities of librarian members fall into the following three categories: Professional librarian activities, Research and Scholarship, and Services to the University and Community regardless of where they are performed.

Article 29 – Disciplinary Measures and Dismissal

29.09 NEW: Informal Resolution

The Dean may decide to attempt an informal resolution within fifteen days of being informed of concerns. There shall be no record in the member’s file if an informal resolution is reached. Should the Dean conclude that an informal resolution is not possible, a formal investigation can be initiated.

29.10 Procedures for Investigation

Information provided to the Association shall include a summary of interviews with witnesses that shall notably include the person(s) interviewed, the allegation(s) assessed in the interview(s), and the date and duration of each interview. The Employer can omit information about a witness if the Employer determines that disclosure could be harmful to the witness. In such a case, the Employer shall inform the Association, in writing, of the circumstances for this omission.

29.14- Suspension and Dismissal

29.16 Addition of process around suspension and dismissal including, notably, the stipulation that the President shall meet the member, accompanied by the Association, within ten (10) days of receiving the reasoned recommendation.

Article 35 – Maternity, Paternity and Parental Leave

NEW: Upon return from maternity, paternity or parental leave, the member shall, at their request, benefit from an adjustment to their teaching schedule, until the end of the term in which the child reaches the age of two years (for example, no evening teaching).

Article 42 – Gradual Retirement

42.08 Gradual Retirement

Modification of the dates for members to apply for gradual retirement, removal of the deadline to apply on June 1 following the age of sixty-five. The application will include a detailed plan of the distribution of duties and identification of two patterns for workload distribution across the retirement period.

Accrual of sabbatical eligibility prorated to the workload reduction for members on a gradual retirement plan. A member granted sabbatical during the gradual retirement plan is considered to work at the reduced workload for that corresponding year.

Letter of Agreement concerning gradual retirement eligibility

Members currently in receipt of pension and whose workload and salary are governed by Article 42.05, may choose to retire gradually over a period not to exceed two years.

In such case, the member's salary shall remain at fifty percent and their workload shall be reduced to twenty-five percent.

Application for gradual retirement shall be accompanied by a signed acknowledgement of retirement at the conclusion of the gradual retirement period.

Letter of Agreement concerning special arrangements regarding recurring appointments of the same individuals in Limited term appointment positions for temporary teaching needs in specific units.

There are currently individuals who have completed multiple Limited Term Appointment contracts for the past twelve or more years. These members identified and agreed to by the Parties, and whose employee identification numbers are appended to the Letter of Agreement, shall be offered Extended Term Appointment contracts.

Letter of Agreement regarding one time one-credit remission for continuing members

One-time 1-credit remission for each continuing member, to appear in their workload letter for 2024-25. This 1-credit remission shall not count towards the 9-credit limit and shall be recorded separately in the workload letter. Depending on the availability of funds, the 1-credit can be converted to research funds for probationary and tenured members and to pedagogical support for ETA members, or combined with other credits to take a teaching remission, on any year, following recommendation from the Chair and approval from the Dean (to maintain teaching capacity in the unit). The 1-credit can be converted to research days for librarian members, on any year, following the processes defined in Article 17. This 1-credit shall be prorated for members on reduced time appointments, gradual retirement, or whose workload is governed by Article 42.05.

Letter of Agreement regarding grandfathering of titles and grid for LTA Assistant Professors

Current LTA members appointed at the rank of Assistant Professor will retain their titles and continue to progress through the M grid, which has been preserved in a Letter of Agreement.