

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 fulfil 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 "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.

2.02 "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.

2.03 "Association" or "C.U.F.A." means the Concordia University Faculty Association, certified as the exclusive bargaining agent for the full-time faculty and librarians of the University.

2.04 "Member" means a person included in the bargaining unit, as defined in the accreditation certificate.

2.05 "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.

2.06 "Parties" means the Employer and the Association.

2.07 "Days" means working days, i.e., Monday through Friday excluding holidays.

2.08 "Academic year" means a period of twelve (12) months from June 1 to May 31.

2.09 "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) Dean of Fine Arts, as authorized agent of the Employer relating to all librarian members under the jurisdiction of the Dean of Fine Arts; or

III) Director of Counselling and Development, as authorized agent of the Employer relating to all librarian members under the jurisdiction of the Director of Counselling and Development.

IV) Director, Computing Services, as authorized agent of the Employer relating to all librarian members under the jurisdiction of the Director of Computing Services.

The role of the Director, as defined above, relates to librarian members under her or his jurisdiction.

2.10 "Provost" means "Provost and Vice-Rector Research".

2.11 "Vice-Rector" normally means the Provost, except in the case of those librarians who are in Units which report to the Vice-Rector Services.

2.12 "Nominal salary" is the base salary of an individual which is used for pension purposes. It does not include stipends.

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 different than the working conditions provided for 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.

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 and shall respect confidentiality.

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 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 (ROSS). 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, base 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 ROSS and will provide the Association with the software and training necessary to access the system.

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 decision 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 concerning any grievance which implicates the CUFA Collective Agreement when the grievance is filed;

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

8.12 A reasonable number of telephones for use by the Association shall be connected to the university's telephone system and listed in the Internal Telephone Directory. 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 reproduction services and audio-visual equipment at normal internal University rates. Mainframe computer time 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 fifteen (15) three-

credit course remissions [@ \$5000 per three-credit course] per academic year to the Association by providing a budget of seventy-five thousand dollars (\$75,000). An additional six (6) three-credit course remissions, thirty thousand dollars (\$30,000) 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 course remissions not used by the Association shall be carried forward into future years. However, members must use such remissions within the period for which they are allocated, or not later than one (1) year subsequent, or two (2) years with the agreement of the appropriate Dean or the Director of Libraries.

d) Should the Association require additional course remissions, it shall be entitled to purchase [@ \$5000 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 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 Labour 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 endeavours. The longterm viability and excellence of the University requires a critical mass of full-time members engaged in teaching and research.

8.21.2 The Employer agrees that for the duration of this Collective Agreement, the total number of probationary and tenured positions shall be seven hundred twenty (720).

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 fifty (650) positions shall be filled in any academic year.

8.21.4 Should the number of filled positions fall below six hundred and fifty (650) 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 fifty (650) 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 (Article 42) shall be counted as holding a full-time position.

8.21.6 Members holding a reduced-time appointment (Article 25 or 42.13) 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 (e.g., to fill a

position vacated by an unpaid leave of absence, to replace the vacancy created by two reduced-time appointments) may be counted to bring the number of filled positions to at least six hundred and fifty (650) 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 fifty (650) 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 30 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 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 University.

ARTICLE 10

CORRESPONDENCE AND INFORMATION

10.01 A copy of all correspondence passing between the Association and the Employer shall be sent to the Labour Relations Office of the Employer and the Secretary of the Association.

10.02 Internal mail shall be deemed the adequate means of communication unless otherwise specified in the Collective Agreement.

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 by the grievance and arbitration procedure shall not be the subject matter of these meetings, unless the Joint Grievance Committee has already rendered its decision, and arbitration hearings have not yet 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 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) Concordia University is committed to employment equity and to act upon the problem of under-representation of female faculty members. There is an assumption that under-representation is any percentage that falls below fifty percent (50%) of faculty positions in any given department, unless other factors indicate otherwise. For the purposes of this article 'under-represented' describes situations in which the percentage of women holding tenured or probationary appointments in a department falls below availability of suitable candidates as determined by Statistics Canada.

d) 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. A third committee member shall be agreed upon by these two appointees. In addition, the Employer and the Association shall each appoint one (1) alternate.

e) Hiring in departments where women are under-represented shall be based on the JEEC-approved action plan which outlines the steps to be followed to maximize the likelihood of attracting applications from qualified women candidates and ensuring their fair consideration in the hiring process. The action plan shall be updated and shall establish revised objectives for the hiring of women on a biennial basis. The JEEC shall forward changes to the action plan(s) to the Provost for approval.

If departmental personnel committees have no women members, the action plan may include a provision to invite a tenured female faculty member to serve as a non-voting participant on the DPC only for hiring purposes.

In departments in which women are under-represented, all things being equal, women candidates shall be given priority.

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 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 shall 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, excluding the Chair of the Department.

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 Chair of the Department shall always be an ex-officio member of the DPC and will have a vote provided that the Chair is a tenured member of the bargaining unit. The Chair of the Department 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 definition of vacant positions must be approved 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) Departments which are not required to develop action plans shall nonetheless articulate their hiring procedures in advance of a search and send a copy to the JEEC and the Dean.

d) Normally, at least (30) days shall elapse between the publication of the advertisement and the forwarding of the dossiers and the DPC recommendation by the Chair to the Dean.

e) If a position is not attached to a specific department, 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.

f) Positions shall be advertised both internally and 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) working days of its placement. The advertisement shall clearly state the relevant qualifications and shall include rank.

g) All candidates for a position shall be considered at the departmental level. The DPC shall establish a Hiring committee (which may be the DPC) for each position. Probationary members are eligible to serve on the Hiring committee. In all cases, the DPC and/or 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 DPC must submit with its recommendation a reasoned report outlining the procedures and justifying the selection. A recommendation for appointment shall emanate from the DPC and shall be forwarded by the Chair of the Department. Where there is a disagreement between the Chair of the Department and the DPC, the Chair may also submit a recommendation to the Dean.

h) Within five (5) days of receipt of the recommendation as per Article 12.02.2 g) the Dean shall forward the dossier to the JEEC for review.

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

j) Within ten (10) days of the receipt of the dossier, 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.

k) Appointments are made by the Provost who shall issue a letter of appointment within fifteen

(15) days of receipt of the dossier which shall include the duration of the appointment, rank, salary and conditions of appointment. In the case of initial probationary appointments, the conditions must be in accordance with Article 16.08b. A copy of this letter shall be sent at the same time to the Association and the Department Chair.

12.03 RANKS AND CATEGORIES OF APPOINTMENT

All appointments under this Collective Agreement except for "In residence" appointments (12.03 f) shall be made in one (1) of the following ranks: Lecturer, Assistant Professor, Associate Professor, Professor.

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 five (5)- year term which is renewable subject to satisfactory performance evaluation [Article 12.05(c) i] provided that work is available for which the individual is qualified [Article 12.05 (c) ii].

e) research appointment - an appointment funded wholly or in part by external sources which carries the title of 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) 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 12.07. Visiting scholars shall be on leave from a permanent position in another institution or organization or come to Concordia post-retirement.

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, 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 shall 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 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 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 which should not result in a probationary or tenured appointment. There shall be no more than 35 ETAs in the University in any academic year.

i) Individuals holding such positions are subject to all the Articles of this Collective Agreement except the clauses dealing with Tenure in Article 18 and Promotion in Article 14 except for 14.03.

ii) 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 12.05c. In the latter case, the new appointment shall only be made in a different discipline. Only individuals who hold ETAs or LTAs at the time may be considered for such appointments.

b) All appointments and renewals under Article 12.05 will be for sixty (60) consecutive months.

c) ETA Members are eligible for renewal of their extended term appointments subject to the following conditions:

i) satisfactory performance evaluation in teaching and service according to the clauses of 14.01.1, 14.01.2, 14.01.3 and 14.01.5. 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 12.05 c ii) is governed by Article 22.

d) Members who are offered a renewal of their extended term appointment in accordance with Article 12.05 c), shall be informed of such an offer by the Provost at least four (4) months before the end of their contract.

e) 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 external funding 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 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 and shall not be renewable. The individual shall not be eligible for reappointment within the following five 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.

ARTICLE 13

APPOINTMENT OF LIBRARIANS

13.01 APPOINTMENTS

- a) The principal criteria for appointment 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) To be appointed as a professional librarian an individual shall have an appropriate bachelor's degree and an MLS from a graduate CLA or ALA accredited library science program, or approved equivalent training acceptable for membership in the Corporation of Professional Librarians of Québec.

13.02 **APPOINTMENT PROCEDURES**

Appointments are made by the appropriate Vice-Rector on the recommendation of the appropriate Dean/Director.

Reasonable efforts shall be made to fill vacancies promptly. Should the decision be made not to fill a vacant position, the Vice-Rector shall inform the Association of the reasons for this decision.

The following procedures shall apply when the filling of a vacant position has been authorized by the Vice-Rector.

a) As soon as possible after a position becomes vacant, the appropriate Vice-Rector shall authorize the establishment of an appropriate ad hoc Advisory Selection Committee, a body representative of the constituencies affected by the vacant position.

b) Within twenty (20) days of authorization to establish an Advisory Selection Committee 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) Composition of the Advisory Selection Committee: two (2) persons on the Advisory Selection Committee shall be full-time librarian members elected annually, by September 30th, (along with one (1) alternate) by all full-time librarian members. Members who have served are eligible for reelection. These elected members shall serve on any Advisory Selection Committees. In addition, for each position to be filled, two (2) persons on the Advisory Selection Committee shall be appointed by the appropriate Dean/Director to make it representative of the constituency to be served.

d) The Advisory Selection Committee shall elect by secret ballot a chair from its members to coordinate the committee's activities.

e) The Advisory Selection Committee shall supervise the advertising of the vacant position, receive applications and interview candidates for the position.

f) An internal posting shall be made in all library departments and units 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.

g) If there is no acceptable internal candidate, the vacancy shall be advertised as the Advisory Selection Committee deems appropriate. This may include notices to library schools and/or local newspapers and/or at least one of Feliciter, CAUT Bulletin, University Affairs. The advertising copy shall be sent to the Association within ten (10) working days of its placement. The qualifications relevant to each vacant position shall be clearly stated.

h) The Advisory Selection Committee shall prepare a list of all criteria used to establish a short-list of candidates and must submit with its recommendation a reasoned report outlining its procedures and justifying its selection. A recommendation for appointment shall emanate from the Advisory Selection Committee and shall be forwarded to the appropriate Dean/Director. Where there is a disagreement between the Dean/Director and the Advisory Selection Committee, the Dean/Director may also submit a recommendation to the appropriate Vice-Rector.

i) The Dean/Director shall forward the dossier and a recommendation for appointment to the appropriate Vice-Rector with 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.

j) 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. The appointment letter shall include the rank, salary, term, job description and conditions of the appointment, and the Division to which the librarian will be assigned at the time of the appointment. A copy of this letter shall be sent, at the same time, to the Association and the Dean/Director.

13.03 RANKS AND CATEGORIES OF APPOINTMENT

All 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 of the following categories:

a) probationary appointment - an appointment of approximately three (3) academic years ending May 31, during which the performance of the individual shall be reviewed. This appointment is for a tenure-track position;

b) tenured appointment - an appointment without term, which may be terminated only under the provisions of this Collective Agreement;

c) limited term appointment - an appointment which carries no implication of renewal or continuation beyond the stated term and no implication that the appointee shall be considered for tenure.

d) visiting scholar or appointments-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 13.05. Visiting scholars shall 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 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 to specific service or operational needs of limited duration.
- b) All first-time and, should the requirements of the position change, subsequent limited term appointments shall be made in compliance with the appointment procedures specified in Articles 13.01, 13.02, and 13.03.
- c) The letter of appointment shall state the length, rank, salary, terms, 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) Persons with a term appointment shall have duties and responsibilities as specified in Article 17.06.
- e) Limited term appointments, including renewals, shall not exceed thirty-six 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 appointment or contracts spanning three (3) consecutive academic years.
- f) Persons who are offered a second consecutive term appointment in accordance with Article 13.04 e), must be informed of such an offer by the appropriate Vice-Rector at least two (2) months before the end of their contract.
- g) A member with a term appointment, upon application, shall be short-listed and interviewed for any open tenure-track position in the library. If a member with a term appointment secures a tenure-track position, the years of service accumulated on the term appointment 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 appropriate Vice-Rector shall insert a clause in the initial probationary contract specifying how the time in the LTA position is to be counted.
- h) Persons with limited term appointments are subject to all provisions of this Collective Agreement except the articles dealing with Reappointment and Promotion (Article 15), Tenure (Article 19), and Salaries (Articles 39 and 40, with the exception of the salary floors, 40.01).
- i) Notwithstanding Article 13.04 h) above, persons 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.

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, the Provost may make an appointment in this category, which is limited to a stated term, upon the recommendation of the DPC and the Division Head supported by the Director.

- b) Such appointments shall be for no longer than two (2) years and shall not be renewable. The individual shall not be eligible for reappointment within the following five 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 Head and the Director and specified in the individual contract. The salary shall be commensurate with the assigned duties and responsibilities.

ARTICLE 14

REAPPOINTMENT AND PROMOTION OF FACULTY

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". This dossier shall be prepared in accordance with the guidelines of the Canadian Association of University Teachers in The Teaching Dossier: A guide to its preparation and use. Revised Edition, 1986. All aggregate statistical information generated for members using the departmental approved student evaluation questionnaires shall be submitted as a part of the teaching dossier. Each department shall approve the student evaluation questionnaires to be used for this purpose.

14.01.4 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".

14.01.5 The evaluation of service to the university 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".

14.01.6 The complete dossier consists of all three component parts: the "teaching dossier" (Article 14.01.3), the "research dossier" (Article 14.01.4), and the "service dossier" (Article 14.01.5).

14.02 EVALUATION 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. For reappointment of LTAs and ETAs, see Article 12.04 and 12.05.

14.02.2 The evaluation shall pay particular attention to the quality of the candidate's teaching and to the candidate's ability to carry out research.

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 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 FROM LECTURER TO ASSISTANT PROFESSOR

A faculty member at the rank of Lecturer may apply for promotion 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 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 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.

Promotion may be requested in the seventh (7th) and subsequent years as Associate Professor.

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.

Promotion may be requested 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.

Promotion may be requested in the eighteenth (18th) and subsequent years as Associate Professor.

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 Chair of the department 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 Chair of the department 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 or research appointment.

14.06.5 A faculty member may apply for early 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 for promotion to the rank of Professor, together with the complete dossier, 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.

14.07.4 When a faculty member is being considered for promotion to Professor it is the responsibility of the Chair of the Department, 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 prepared by the candidate 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 Professor. The DPC's signed, reasoned recommendation, together with all the dossiers and evaluation reports, shall be transmitted by the Chair of the department 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 FPTC in each Faculty, as set out 14.08.4, to review decisions made by the DPC and the DTC (see Article 18) in each Faculty. To provide for cases where a regular FPTC member is unable to serve (e.g., illness, conflict of interest, etc...), there shall be an elected set of alternates to the regular FPTC members.

14.08.2 The term of service as a regular elected member of the FPTC shall be one (1) year. Alternates in a given year shall automatically become the regular FPTC members in the following year, and together with the Faculty Dean shall then constitute the new FPTC. A new group of alternates will then be elected in accordance with the procedure set out in 14.08.5. In the event that an alternate is not available for service on the new FPTC, the nomination and election procedure shall be suitably adapted in order to provide the direct election of a regular faculty member for the vacant position.

14.08.3 To be eligible for election, members must be full-time and tenured. Although faculty members are not eligible to serve as alternates or regular 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 The FPTC shall be constituted annually as follows:

a) the elected members

i) The three (3) faculty members of the Faculty who were elected as alternates the preceding year from Nomination List I

ii) The faculty member from the Faculty who was elected as alternate for the preceding year from Nomination List II

b) the Faculty Dean shall serve as Chair.

14.08.5 Each Faculty Council shall appoint an Elections Committee. The Elections Committee shall supervise the nomination process and each FPTC election. The Elections Committee shall ensure that in any given year the four (4) alternates are from different departments.

a) The Elections Committee shall establish two Nomination Lists, List I and List II:

List I: The Elections Committee shall call for nominations for the alternates to the positions in Art.14.08.4 (a) i. The Elections Committee must ensure that there are at least six (6) names on List I.

List II: The Elections Committee shall call for nominations to List II by sending written notification to the President of CUFA and the Provost indicating the candidates nominated to List I. The President of CUFA and the Provost shall each nominate a member as an alternate for the List II position, on or before April 1.

b) The Elections Committee shall determine that all nominees are willing to serve as alternates in the first year, and as regular FPTC members in the subsequent year.

c) The election shall be held on or before April 15 and shall be supervised by the Elections Committee. Voting shall be by secret ballot. All full-time faculty members not on leave at the time of the election shall be eligible to vote for three (3) persons from List I and one (1) person from List II.

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 an ex-officio, non-voting member of the FPTC. Quorum is all four (4) elected members for any specific case. 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 assistant or associate professor, the Dean shall forward to the Provost the recommendations of the FPTC by April 30. In both 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. In the case of promotion to Professor, the Dean shall not make a separate recommendation.

14.09.3 If the request before the FPTC is for 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 which case the Dean shall so inform the Chair of the Department and the DPC.

14.09.4 In the case of a request for promotion to the rank of Professor, the FPTC shall forward its signed, reasoned report to the University Committee on Promotion to Professor by April 1. At the same time, it will send a copy of its report to the candidate.

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 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 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 which 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 Chair of the department 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 Faculty Personnel Office. 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 Professor based on the dossiers submitted by the candidate, the evaluations received at the DPC and FPTC levels, and 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 Graduate Studies.

14.11.3 The UCPP shall be chaired by the Provost.

14.11.4 The UCPP shall receive, by April 1, 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 Professor to the University Appeals Board.

ARTICLE 15

REAPPOINTMENT AND PROMOTION OF 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 Dean/Director, after appropriate consultation, may adapt these criteria in a manner appropriate and reasonable to the particular library/academic area. In such a case the Dean/Director shall inform all librarian members in writing, a reasonable period of time before

such changes take effect.

15.01.2 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.

The evaluation shall be done by the librarian member's colleagues on the basis of evidence brought forward by the member.

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 disciplinary 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 and to 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 "university and community service dossier."

15.01.6 The complete dossier consist of all three component parts: the "library service dossier" (15.01.3), the "research dossier" (15.01.4), and the "service dossier" (15.01.5).

15.01.7 Librarians not attached to the Libraries shall be considered to be part of the Technical Services Division of the Libraries for the purpose of article 15.

15.02 EVALUATION FOR THE PURPOSE OF REAPPOINTMENT

15.02.1 The first reappointment shall normally be for three (3) academic years, terminating May 31st.

15.02.2 The evaluation shall pay particular attention to the quality of the candidate's

performance in her/his assigned duties.

15.02.3 A librarian who is a candidate for reappointment is expected to have fulfilled any special conditions in the previous contract.

15.03 PROMOTION FROM LIBRARIAN I TO LIBRARIAN II

15.03.1 The librarian at the rank of Librarian I may apply for promotion to Librarian II during the second (2nd) year at the rank of Librarian I.

15.03.2 Evaluation criteria shall include demonstrated competence in the position as defined by the individual's job description, and also the ability to work independently and make professional decisions. If applicable, administrative knowledge and capability, demonstrated in personnel management and budget planning, shall be taken into account. Contributions to the goals of the organization of which the library is a part (e.g., participation on university committees) shall be taken into consideration.

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, librarians who hold the rank of Librarian II are promoted to 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 fulfilment of duties and responsibilities as defined by the individual's job description, wherein the individual has demonstrated performance above the level expected for the rank of Librarian II. Contributions to the goals of the library/university and also to the advancement of the profession through participation in professional associations and related activities shall also be considered. Related activities in enquiry and research which may result in advanced degrees or publications shall be considered. Contributions to the goals of the organization of which the library is a part (e.g., participation on university committees) shall be taken into consideration.

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 be able to meet the qualifications for this rank, albeit at different points 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 or he has made a substantial contribution to her or 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 or his service to the operation and development of the library as an academic service and resource has been of good quality.

Promotion may be requested in the seventh (7th) and subsequent years as Associate Librarian.

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 or 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 or his scholarly activity has been of good quality.

Promotion may be requested 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.

Promotion may be requested in the eighteenth (18th) and subsequent years as Associate Librarian.

15.06 PROCEDURES AT THE DIVISIONAL LEVEL FOR

REAPPOINTMENT AND PROMOTION TO LIBRARIAN II OR ASSOCIATE LIBRARIAN

15.06.1 Each division of the Library shall elect a Divisional Personnel Committee (DPC) which shall make recommendations about the 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 (see Article 38) 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 The Head of the division is an ex officio member of the DPC, with vote.

a) The Head of the division shall aid the DPC by providing all relevant documentation as requested.

b) The Head of Division shall ensure that the immediate supervisor of a librarian member prepares a reasoned recommendation for the DPC concerning her or his contribution to library

service. Such a report shall be sent to the librarian member 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.

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 Head of the Division shall forward to the Dean/Director 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 may be submitted in a signed, reasoned minority report. The Head of the Division shall send copies of the reasoned report(s) to the candidate at the same time as they are sent to the Dean/Director.

15.06.7 Requests for reappointment shall be submitted in writing to the Division Head by October 15 of the year preceding the expiry of the probationary appointment.

15.06.8 A librarian 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 Librarian II and Associate Librarian shall be submitted in writing to the Division Head by January 31, in any given year.

15.07 PROCEDURES AT THE DIVISION LEVEL FOR PROMOTION TO THE RANK OF SENIOR LIBRARIAN

15.07.1 Written requests for promotion to the rank of Senior Librarian together with the complete dossier, shall be submitted 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.

15.07.4 When a librarian member is being considered for promotion to Senior Librarian it is the responsibility of the Division Head 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 in the candidate's discipline 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 or his entire career.

f) All evaluations shall be based upon the dossiers prepared by the candidate in accordance with Article 15.01.

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 Division Head to the Dean/Director 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 REVIEW AT THE LIBRARY LEVEL

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

15.08.1 The LPC shall consist of four (4) full-time tenured librarian representatives, 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 librarian 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 librarian 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 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 and promotions to Librarian II or 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 librarian member and the Chair of the DPC. In the case of promotion to Senior Librarian, the Director shall not make a separate recommendation.

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 by April 1. At the same time, it will send a copy of its report to the candidate.

15.09.5 Notwithstanding Article 21.04, if the DPC and the LPC each vote by at least seventy-five percent (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

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 members 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 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 librarian whose probationary appointment is terminating, and who is not being offered reappointment shall be notified by the appropriate Vice-Rector with copies of the notification sent to the Chair of the DPC, and the Director. Notification must be made by registered mail or by courier delivery to the address on record of the librarian. The notification shall be sent in time to be received by the librarian at least six (6) months prior to the termination date in the case of the probationary appointment.

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 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 April 1, the full dossier 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 1 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.

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 at scheduled class times, and availability to students outside of class hours; curriculum development and preparation of course material for student use, and the direction and evaluation of student progress in courses, research, thesis 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 primary objectives of such research shall be to increase knowledge and understanding and to further the faculty members's teaching and scholarly competence.

c) Service to the University and the Community, which in general includes: participation on

university-wide bodies, and the sharing of the administrative work of the department, Faculty and University, including student advising on academic matters, as well as taking 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 Individual duties shall be assigned by the Dean by May 15 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. It is the Department Chair's responsibility to inform each member of the department in writing of the teaching duties assigned to all full-time faculty members of the department. A copy shall be sent to the Association.

16.04 The assignment of teaching duties shall be done in a fair and equitable manner taking into account other relevant activities such as research, the supervision of laboratories, the supervision of undergraduate and graduate student research, and other especially assigned academic and administrative duties.

16.05 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 course load 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 who offer programs in the Institute for Cooperative Education a faculty member's course load 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 course load 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 16.13.

16.06 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.

16.07 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.

16.08 a) The parties consider that a teaching assignment of four (4) courses per academic year is appropriate for a faculty member where there is clear evidence of on-going productivity in research and scholarship. Such individuals will have active programmes of research which include, where appropriate, external research funding and responsibility for the supervision of graduate and undergraduate student research, theses, essays or equivalent.

b) In addition a teaching assignment of four (4) courses is appropriate in the first two years of a first probationary appointment to enable the faculty member to establish a research programme.

c) In the yearly assignment of courses and related teaching activities, the Dean may:

i) increase the faculty member's teaching assignment 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 duties as specified in 16.08 a) if the member combines the teaching assignment with assigned extensive administrative responsibilities (e.g., undergraduate or graduate program Director, Director of a recognized research center).

d) 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.

e) No probationary or tenured member shall be assigned more than twelve (12) courses over a two (2) year period, pursuant to Article 16.08 c), except as specified in Article 16.13.

16.09 Any further addition to the course load as established according to the preceding clauses

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 16.03 above. At the end of each year the Department Chair shall inform all members of the department of the courses taught by each member. A copy shall be sent to the Association.

16.10 The parties consider that a teaching assignment of seven (7) courses per academic year is appropriate for members holding Extended Term Appointment in accordance with Article 12.05. This teaching assignment includes service. If more extensive administrative duties are assigned, they shall be taken into account in the assignment of teaching duties.

16.11 a) The parties consider that a teaching assignment 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 assignment of six (6) courses is appropriate for the period of appointment.

b) At least one (1) of the seven 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 16.13.

16.12 A member on leave should be consulted and must be informed about her or his course load for the following year at the same time as other faculty members.

16.13 A member who has fulfilled the assigned teaching obligation set out in 16.08 a-e) or 16.10 may, by mutual agreement, teach up to two (2) additional courses that have been scheduled and are available, for a stipend of \$4,700.00 per course. Members who wish to teach additional courses should make their request in writing to the Department Chair.

In a case where mutual agreement on the teaching of a course (or courses) cannot be reached, the Dean shall write to the member, with a copy to the Association, explaining her/his decision. Permission shall not be unreasonably withheld.

16.14 "Course(s)", as used in this Article normally refers to three-credit courses, scheduled and offered at different times.

ARTICLE 17

DUTIES AND RESPONSIBILITIES OF LIBRARIANS

17.01 The duties and responsibilities of librarians fall into three categories:

a) Library Service: operation and development of the Libraries as an academic service and resource for students, faculty and other members of the community;

b) Research: development of their professional knowledge by engaging in scholarly activities and/or research;

c) University and Community Service: participation in professional, scientific, cultural or governmental organizations relevant to and compatible with the librarian's professional role; and participation on Library and other university committees and the sharing of the administrative work of the Library where appropriate.

17.02 While the pattern of the duties and responsibilities referred to in 17.01 may vary from individual to individual, they constitute the librarians' principal obligations.

17.03 The job description, provided to the librarian at the time of hire, shall indicate the duties and responsibilities that are to be performed by the librarian. Any revisions to this job description shall be made in a fair and equitable manner and provided to the librarian in writing by the Dean/Director after consultation with the librarian and the Department Head, Division Head, or immediate supervisor, as appropriate. Changes in current job descriptions shall normally take effect May 15. Changes in the job descriptions of librarians in the Faculty of Fine Arts shall be made by the Dean in consultation with the librarian and the Department Head. Changes in the job descriptions of librarians in the Careers Library shall be made by the Director of Counselling and Development in consultation with the librarian and the Department Head. Changes in the job descriptions of librarians in Instructional and Information Technology Services shall be made by the Director of the Department in consultation with the librarian.

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

a) The assignment of service duties in the library (17.01 a) shall be done in a fair and equitable manner taking into account the professional responsibilities of the librarian member referred to in Articles 17.01 b) and 17.01 c).

b) If there is clear evidence of scholarship, and/or research in the librarian member's research portfolio (Article 15.01), the service and administrative duties as 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 Dean/Director shall reduce the assigned duties of a librarian member in the first two (2) years of a probationary appointment to enable the librarian member to engage in scholarly activities and/or research.

d) It is the Division Head's responsibility to inform all members of the division, in writing by June 1, of the duties assigned to the full-time librarian members. A copy shall be sent to the Association.

17.05 With the prior agreement of the Dean/Director a librarian 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 Dean/Director.

17.06 Librarians on limited term appointments shall have most of their duties assigned in library service (17.01a) as there will be minimal expectations of research (17.01b) and university and community service (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 Prior to the granting of tenure, appointment of faculty members to full-time positions shall be probationary appointments for a term specified in 18.10.

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

18.10 **Mandatory Consideration for Tenure**

a) Only members at the rank of Assistant Professor and above shall be eligible for tenure consideration.

b) Subject to the provisions of 18.12 an Assistant Professor shall be considered for tenure during the fifth (5th) year of full-time continuous service as Assistant Professor at the university.

Subject to the provisions of 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.

c) Subject to the provisions of 18.12 an Associate Professor or Professor shall be considered for tenure during the third (3rd) year of full-time continuous service as Professor or Associate Professor at Concordia University. Consideration may be given one year earlier subject to the

provisions of 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.

e) Only years of service at the University at the rank of Assistant Professor or higher spent in probationary appointments or as 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 at least nine (9) consecutive months of service have been rendered between June 1 and May 31; one-half (1/2) year of service shall be counted provided at least six (6) consecutive months of service have been rendered 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 18.13.

h) Candidates who have not met the years of service provisions by January 1 of a given year shall not be considered in that year.

18.11 **Tenure on Appointment**

a) 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 18.14). The Chair of the department 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 two (2) years despite the fact that she or he has reached the stage defined in 18.10. Members who have been on Pregnancy and Parental Leave (Article 35) or Sick Leave for more than six (6) months (Article 33) may choose to request a deferral for either one (1) or two (2) years. In no case shall consideration for tenure be further delayed.

b) A request for deferral shall consist of a letter outlining the reasons for the request, sent to the Chair of the department, 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) Deferral may be granted only by the DTC which must 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.

d) 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.

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 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 joining the Faculty 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 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 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 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 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 18.14.3. and 18.16).

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) For tenure deliberations:

i) The Faculty Dean shall serve as a voting Chair of the FPTC.

ii) Quorum shall consist of the Chair and the four (4) voting members for each case.

iii) If a member of the FPTC, other than the Chair, is a member of the same department as a candidate being considered for tenure, that person shall withdraw from the FPTC during consideration of this candidate and be replaced by an alternate from a different department. Alternates serve in alphabetical order.

iv) To provide continuity, FPTC alternates are encouraged to attend meetings of the FPTC as observers. If an observing alternate is a member of the same department as a candidate being considered for tenure, that person shall withdraw during consideration of this candidate. Observers shall not participate in the proceedings nor shall they vote.

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 18.10, or who has invoked the provisions of 18.12 or 18.13. In addition the Department Chair shall convene the DTC to consider tenure on appointment (see 18.11) whenever necessary.

18.15.2 The Chair of the department 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 18.10 as well as the names of those persons who have invoked the provisions of 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 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.

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, by secret ballot, of those present during the hearing and the ensuing discussion referred to in the preceding paragraph, whether the granting or denial of tenure should be recommended. The vote shall be recorded. The quorum shall be more than 50% of the faculty members of the DTC. Abstentions shall not count as votes cast.

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 Chair of the department 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 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 one (1) week after they have been received.

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, by secret ballot, on the basis of a resolution to confirm the recommendation of the DTC. In the event of a tie vote at DTC (see 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 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 that tenure be granted or refused. The decision shall be reached by majority vote, 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 Librarian II, 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 librarian'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 with tenure shall not relinquish tenure upon receiving such an appointment. When the administrative term of office is completed, or should the person resign prior to the end of term, the librarian shall revert to her/his original status with uninterrupted tenure.

19.03 In the event that a tenured librarian changes from one department to another within the university, the person's tenured status shall be retained.

19.04 A tenured librarian on reduced-time appointment as per Article 25 shall retain status as a person with uninterrupted tenure.

19.05 Prior to the granting of tenure, appointment of librarians to the full-time positions of Librarian I, Librarian II, Associate Librarian or Senior Librarian, will be probationary appointments for a term specified in 19.10.

19.06 A person 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.

19.07 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. A librarian 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 to which particular consideration will be given in deciding whether to grant tenure:

i) the candidate's professional competence and promise as manifested in that person's 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 that person's advanced degrees, evidence of research and/or scholarly activities, and continuing professional development and productivity (see Article 15.01.4).

In addition to the criteria in 19.08, a candidate for tenure shall have given evidence of ability and willingness to fulfil the service expectations of the Library and University.

19.10 **Mandatory Consideration for Tenure**

a) Only members at the rank of Librarian II and above shall be eligible for tenure consideration.

b) Subject to the provisions of 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 the university.

Subject to provisions of 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.

c) Subject to the provisions of 19.12, an Associate or Senior Librarian shall be considered for tenure during the third (3rd) year of continuous full-time service at a rank of Associate or Senior Librarian. Consideration may be given one (1) year earlier subject to the provisions of 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 September 15, the period from the date of appointment to May 31 shall count as a year of full-time service for the purposes of tenure consideration.

e) Only years of service at the University spent in probationary appointments or as 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 at least nine (9) consecutive months of service have been rendered between June 1 and May 31; one-half (1/2) year of service will be counted provided at least six (6) consecutive months of service have been rendered between June 1 and May 31.

g) To be eligible for mandatory consideration for tenure a librarian 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 librarian may request early consideration for tenure as per 19.13.

h) Candidates who have not met the years of service provisions by January 1 of a given year shall not be considered in that year.

19.11 Tenure on Appointment

a) 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 Dean/Director shall convene a meeting of the LTC in order to consider a candidate for tenure on appointment.

b) The LTC and the Dean/Director shall each make a recommendation to the appropriate Vice-Rector concerning the granting 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 conferment of tenure on appointment shall be transmitted by the Rector to the Board of Governors.

19.12 Deferral of Mandatory Tenure Consideration

a) A librarian may request that consideration of tenure be deferred only once for a single period of two (2) years despite the fact that she or he has reached the stage defined in 19.10. Members who have been on Pregnancy and Parental Leave (Article 35) or Sick Leave for more than six (6) months (Article 33) may choose to request a deferral for either one (1) or two (2) years. In no case shall consideration for tenure be further delayed.

b) A request for deferral shall consist of a letter outlining the reasons for the request, sent to the Division or Department Head, as appropriate, with copies to the Dean/Director, the appropriate Vice-Rector and the Association by September 15, in the academic year in which consideration for tenure would otherwise be mandatory.

c) Deferral may be granted only by the LTC which must 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.

d) 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.

19.13 Early Consideration for Tenure

a) A librarian who seeks early consideration shall so request in writing to the Division Head or Department Head, as appropriate, by September 15, with copies to the Dean/Director, the appropriate Vice-Rector and the Association.

b) The librarian seeking early consideration for tenure has the burden of establishing the exceptional nature of her or his case in a letter to the Division or Department Head. The tenure dossier shall not be submitted at this time.

c) Grounds for early consideration are positions held and experience obtained prior to joining the Library at Concordia University.

d) The Division Head/Department Head 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, but in no case shall the LTC request the tenure dossier at this stage. The candidate may appear before the LTC at this stage, if asked to do so.

e) The decision of the LTC that there are not sufficient grounds for early consideration shall be final. Such a decision shall not constitute a refusal of tenure, and the provisions for mandatory consideration of tenure as per 19.10 shall apply.

f) Should the LTC agree to early consideration, the provisions of 19.15 shall apply.

19.14 **Responsibility for Tenure Consideration**

The Library Tenure Committee (LTC)

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

a) The LTC shall consist of:

- i) the Dean/Director, who shall be a non-voting member, except in the case of a tie;
- ii) all tenured librarian members who are not on leave during the period when the LTC meets.

b) The LTC shall be chaired by the Dean/Director 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 who meets the conditions for mandatory consideration of tenure as set out in 19.10 or who has invoked the provisions of 19.12 and 19.13. In addition the Dean/Director shall convene the LTC to consider tenure on appointment (see 19.11) whenever necessary.

19.15.2 The Dean/Director shall:

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

- b) provide the LTC with the list of tenure candidates for consideration under the provisions of 19.10, as well as the names of those persons who have invoked the provisions of 19.12 and 19.13;

- c) by October 25 advise the tenure candidates to prepare a complete dossier (See 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. Notice of this 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 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 15.01), setting out the case for tenure. The dossier must be submitted to the Dean/Director 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 who participates in the academic activity of academic units other than that person's 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 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.

19.15.4 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/Director 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 or he may be accompanied by a colleague from the full-time librarians 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 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 or 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, by secret ballot, of those present during the hearing and the ensuing discussion referred to in the preceding paragraph, whether the granting of tenure should be recommended. The vote shall be recorded. The quorum shall be more than 50% of the members of the LTC. Abstentions shall not count as votes cast.

19.15.7 The LTC recommendation on each candidate shall be made in the form of 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.

Notwithstanding the above, 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.

19.15.8 In the case of a tie, the Dean/Director shall vote to break the tie and submit the two reports, each signed by all members of the LTC, with copies provided to all members of the LTC and the candidate.

19.15.9 On receipt of the LTC report, the Vice-Rector shall verify that the procedures as set out in this document have been followed.

19.15.10 The 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 Vice-Rector shall also notify the candidate of the appeal provisions by May 7. The 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 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 Vice-Rector shall so inform the Rector.

19.15.11 The Rector shall verify that the LTC has complied with the provisions set out in these regulations.

19.15.12 Where the LTC has decided to refuse tenure, and no appeal has been lodged, the notification by the Vice-Rector to the candidate, referred to in 19.15.10 above, shall serve as formal university notification that tenure has been refused.

19.15.13 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.

19.15.14 Where tenure is conferred by the Board of Governors, it shall be effective 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 an administrative stipend of \$4,500 or \$5,500 per annum for the duration of the appointment depending on the size of the unit. The amount will be indexed by changes to the floor of the Assistant Professor.

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, Academic Unit Heads shall be asked to 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 shall 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 following the completion of the administrative appointment. For a member who has so served for two (2) or more terms, the reduction will be for the first full academic year.

SUPERVISORY LIBRARIANS

20.06 Supervisory librarians include the unit head librarians of the Division User Services and the Division of Technical Services, and the heads of the Careers Library, the Slide Library and Visual Media Resources.

20.07 Members who are appointed as supervisory librarians shall be paid a stipend of \$4,500 or \$5,500 depending on the size of the unit. This amount will be indexed by the Floor of Librarian II.

20.08 The supervisory librarians shall have their library assignments adjusted in recognition of the administrative load they bear.

20.09 Search Committee

20.09.1 A recommendation for the appointment of the supervisory librarian shall emanate from a Search Committee established by the Dean/Director and which shall be constituted so that the majority of members shall be members of the bargaining unit.

20.09.2 The membership of this committee shall include:

a) the Dean/Director 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 members of that Division. An effort shall be made to achieve gender balance in the membership of the committee when possible.

20.09.3 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.

20.09.4 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 Dean/Director. The Dean/Director shall forward the recommendation to the appropriate Vice-Rector, or, in the event that the Dean/Director disagrees with the committee's recommendation, the Dean/Director shall provide the Vice-Rector with a written justification for the rejection, with a copy to the Search Committee. The Search Committee shall reconsider the candidates available and forward another recommendation to the Dean/Director.

20.09.5 In the event that the Vice-Rector does not accept the recommendation of the Dean/Director, the Vice-Rector shall justify her/his decision in a reasoned report to the Dean/Director with a copy to the Search Committee. The Vice-Rector shall consult with the Dean/Director and the Search Committee before making an appointment.

20.09.6 When the Dean/Director and the Search Committee cannot recommend a candidate after the reconsideration in 20.09.5 above, the Dean/Director shall recommend the appointment of an acting head to the Vice-Rector. Such appointment shall have a duration of not more than one (1) year.

20.09.7 When a position of department/unit head becomes vacant suddenly, the Dean/Director shall recommend the appointment of an acting head to the Vice-Rector. Such appointment shall be made after consultation with the members of the unit and shall have a duration of not longer than one year.

20.09.8 The Vice-Rector shall issue the letter of appointment, with a copy to the Association.

20.09.9 The Dean/Director 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.

20.10 Should the supervisory librarian choose to leave her/his position as unit head librarian, in recognition of the administrative load borne, the Dean/Director shall take into account the need to facilitate reintegration through a reduction of duties and responsibilities for up to one (1) year.

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 (Article 14), tenure (Article 18), promotion (Article 14) and denial of career development increment (Article 38).

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 departmental 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 Departmental 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. In such cases, the Joint Grievance Committee will normally recommend a reconsideration of the issue in question.

e) Notwithstanding 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 the Faculty of Arts and Science;

ii) one (1) full-time faculty member from the Faculty of Commerce and Administration to be elected by the full-time faculty of the Faculty of Commerce and Administration;

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 the Faculty of Engineering and Computer Science;

iv) one (1) full-time faculty member from the Faculty of Fine Arts to be elected by the full-time faculty members of the Faculty of Fine Arts;

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 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.

g) The UAB shall be provided with secretarial support to facilitate its operation.

21.06 **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 Labour Relations Office (LRO) and the Association.

b) In all other cases, notices of intent to appeal must be sent to the LRO, with a copy to the Association, within twenty (20) working days of the date of written notification of the decision being appealed.

c) In all cases:

i) the LRO 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 LRO. Such information shall not be unreasonably withheld and shall be provided fifteen (15) days of request.

iii) The appellant shall deposit five (5) copies of the documented appeal within twenty (20) days of the notice of intent to appeal. The LRO will forward a copy to the appropriate Vice-Rector, the Dean/ Director, the Department Chair/ Division Head, and two copies to the Chair of the UAB. 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 shall 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 LRO.

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**

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 nonrenewal of contract:

i) if the UAB decides to reverse a nonrenewal, the UAB's only remedy shall be a two (2) year contract renewal;

ii) if the UAB upholds the nonrenewal, the UAB may decide that a one-year nonrenewable 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 an employee or group of employees respecting the interpretation or the application of the Collective Agreement. A grievance is filed by the "grievor", who may be an individual member, the Association or 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 A grievance shall:

a) specify which provision(s) of the agreement has allegedly been misinterpreted, misapplied or violated;

b) specify what remedy or remedies the grievor believes to be sufficient to correct the alleged misinterpretation, misapplication or violation;

c) in the case of a grievance by an individual, it shall be signed by the grievor and sent to the Association which shall acknowledge receipt to the grievor and forward the grievance to the appropriate administrator which, for the purposes of this article, shall be defined as Dean/Director or appropriate Vice-Rector. Before forwarding a grievance, the Association shall endeavour to counsel the individual 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, an individual 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 grievor 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 grievance filed by an individual

a) i) Stage One: If the dispute or difference cannot be settled informally 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 fifteen (15) days of the end of the discussion period.

ii) If the grievor 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 grievor becoming aware of the problem.

iii) The appropriate administrator shall respond in writing to the grievance within fifteen (15) 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 Labour Relations Office for submission to the Joint Grievance Committee (JGC). Such a referral must be sent in writing within twenty (20) days of the receipt of the written response specified in Stage One.

ii) Submissions to the JGC shall include 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 normally 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 administrator to whom the grievance is addressed, the Association and the Employer within twenty (20) days of its first (1st) meeting.

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 twenty-five (25) 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 twenty (20) 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 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. The appropriate administrator as defined in 22.02 c) may be accompanied by an Associate/Vice Dean or an Asst./Assoc. 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 i-iv above and Employer/Association decisions shall be communicated to all parties to the grievance, as indicated in Article 22.04, b) iv).

22.08 Within twenty (20) days of receipt of notice to proceed to arbitration foreseen in Article 22.04 d), the parties shall meet to choose an arbitrator.

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

1. Marc Boivert 7. Marie-France Bish

2. André Fabien 8. Claude Foisy

3. Jean Pierre Tremblay 9. Alain Corriveau

4. Jean Yves Durand 10. Brian Keller

5. Diane Sabourin 11. André Sylvestre

6. Harvey Frumpkin

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 a) In the event that the chosen arbitrator is not available or does not have a sufficient number of free days in her or his calendar to handle the case in a prompt and efficacious manner, the parties shall choose the next arbitrator from the list.

b) If none of these arbitrators is available, the parties shall agree on the choice of another arbitrator, or failing agreement, one of the parties may ask the Minister of Labour to designate an arbitrator in accordance with the provisions of the Quebec Labour Code.

22.12 The parties may agree to submit the grievance to the Minister of Labour's 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 which 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 grievor shall assume the entire cost of the arbitration.

22.17 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 which the arbitrator judges necessary to safeguard the rights of the adverse party.

22.18 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.

22.19 The parties to a grievance may agree in writing to dispense with a stage or stages of the above mentioned 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 Labour Relations Office within twenty (20) days of any such agreement between the parties.

ARTICLE 23

PERSONNEL FILES

23.01 a) The Employer shall maintain one (1) official 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.

b) A member shall be sent a copy of any material added to or removed from her/his personnel file at the time of filing, unless such material was submitted by the member or previously sent to the member.

c) 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 handwritten list of the file's contents and may update this list annually.

d) 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.

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 The member may, on written request and at the member's expense, obtain a copy of any documents to which she or he has the right of examination.

23.05 Access to the members' file shall be restricted to the member or the duly authorized representative, and to duly authorized representatives of the Employer

23.06 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.

23.07 The Employer shall remove from the file any warning issued in accordance with Article 29, after a period of three (3) years has elapsed, provided no further warning has been issued.

23.08 A member shall have the right to request the Dean/Director to remove from the official file and destroy forthwith any demonstrably false or inaccurate information.

ARTICLE 24

OUTSIDE PROFESSIONAL ACTIVITIES

24.01 Members may engage in paid or unpaid outside professional activities under the following conditions:

a) such activities must not interfere with the performance of the member's assigned duties and responsibilities;

b) a member shall not devote more than one (1) day equivalent per week to such activities in any academic year;

c) 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.

24.02 a) In the case of paid outside activities the member shall obtain prior written approval from the Dean/Director or, in her or his absence, a designated representative. However, in cases where such prior approval cannot be reasonably obtained, a member may nevertheless agree to undertake paid outside professional activity of up to three (3) days duration provided the provisions of 24.01 b) are complied with and further provided that the above-mentioned authorization is sought within two (2) working days.

b) In the case of such outside professional activities, 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.

24.03 In the case of both unpaid and paid outside professional activities, the member shall report annually to the Dean/Director on the nature and scope of the activities including the number of days spent.

24.04 Faculty members normally will not teach courses at other institutions during the fall and winter terms. However, in exceptional cases, permission to do so may be granted by the Dean. In all such cases written approval must be obtained one (1) month prior to the commencement of the course.

ARTICLE 25

REDUCED-TIME APPOINTMENTS

25.01 A "reduced-time appointment" is defined as one in which a full-time tenured member of

the bargaining unit, at her or his request, carries on an on-going basis a reduction of duties and responsibilities, pursuant to the remainder of this Article. Each and every reference to reduced-time appointment shall be understood to mean "on-going reduced-time appointment".

25.02 An application for a reduced-time appointment shall be made in writing to the Dean/Director, with a copy to the Association, at least nine (9) months prior to the commencement of the reduced-time appointment.

25.03 The application shall be accompanied by the recommendation of the member's Department Chair/ Division Head.

25.04 A member applying for a reduced-time appointment who so wishes may be accompanied by a representative of the Association at discussions concerning said reduced-time appointment.

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

25.06 The Dean/Director shall 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 financial requirements of the unit.

25.07 The Employer shall not unreasonably withhold approval of requests for transfer from full-time to reduced-time status.

25.08 The letter regarding the reduced-time appointment shall be sent by the appropriate 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 letter shall be sent at least six (6) months prior to the commencement of the reduced-time appointment.

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 and shall benefit from all its rights and protections.

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 Eligibility for applying for leave shall be determined on the basis of calendar years of service as if the member were working full-time. Payments to a member on salaried leave 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 A member granted reduced-time appointment may return to full-time service within the first five (5) years following the effective starting date of the member's reduced-time appointment provided the member gives twelve (12) months prior notice to the appropriate

Vice-Rector of the intention to do so.

25.18 Notwithstanding the above, a reduced-time appointment with pro-rated pay, for a predetermined fixed duration, may be granted to any tenured member who applies for such status. Normally the reduction shall not exceed two-thirds (2/3).

To this end, Articles 25.02 (with a three (3) month notice period), 25.03, 25.04, 25.06, 25.07, 25.08 (with a two (2) month notice period), 25.09, 25.10, 25.11, 25.12, 25.13, 25.14, 25.15 and 25.16 shall apply.

25.19 Special Reduced-time Arrangement (See Article 42).

* This is subject to the approval of Revenue Canada, 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 and employment shall terminate as follows:

Faculty: Notice to be given before March 1 (i.e., at least three (3) months prior to the end of the academic year). 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.

Librarians: One (1) month notice; resignation to take effect at the end of said notice period.

28.02 Any of the above requirements may be waived by mutual agreement between the member and the appropriate Vice-Rector.

28.03 Upon termination of employment, the member who has not taken the entire vacation entitlement shall receive an indemnity which is equal to the number of vacation days earned and not taken.

ARTICLE 29

DISCIPLINARY MEASURES AND DISMISSAL

29.01 The Employer is committed to providing due process and fairness in all disciplinary and dismissal cases.

29.02 No disciplinary or dismissal measure shall be imposed without just and sufficient cause, of which the burden of proof falls on the Employer.

29.03 Notwithstanding any provisions of Article 29 of this agreement, 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 action.

Disciplinary Measures:

29.04 a) When a Dean/Director or other senior administrator, becomes aware that there may be grounds for disciplinary action, he/she shall make a formal written complaint normally within fifteen (15) days to the responsible Vice-Rector; i.e. Vice-Rector, Academic (in the case of a faculty member) or to the Vice-Rector, Services (in the case of a librarian member). The complaint shall give particulars of the alleged offence and a copy shall be sent to the member and to the Association. In the case that it is the responsible Vice-Rector who becomes aware that there may be grounds for disciplinary action, he/she shall write to the member within fifteen (15) days, with a copy to the Association, giving particulars of the alleged offence. In the latter case, the responsible Vice-Rector shall inform another Vice-Rector of the particulars of the alleged offence and shall ask him/her to participate in the investigation in 29.04 b)

b) The responsible Vice-Rector shall thoroughly and properly investigate the written complaint

following due process. As the final step in the investigation, the member shall be invited to a meeting with the Vice-Rector where he/she may respond to the complaint. Notice of this meeting, together with copies of all allegations and supporting documents, shall be sent by registered mail 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 receipt by the responsible Vice-Rector of the written complaint or in the case of a complaint initiated by the responsible Vice-Rector within twenty (20) days of writing to the member referred to in 29.04 a).

c) Should the responsible Vice-Rector decide, following the conclusion of the investigation, that disciplinary action is warranted, such action shall be just and reasonable, and commensurate with the alleged offence. Such a decision must be communicated in writing to the member with a copy sent to the Association and must be identified as a disciplinary action. This decision shall be made and communicated within ten (10) days of the conclusion of the investigation referred to in Article 29.04 b). Similarly, a decision not to take disciplinary action shall be made and communicated within ten (10) days of the conclusion of the investigation referred to in Article 29.04 (b).

29.05 A member of the Association may grieve any disciplinary action on either substantive or procedural grounds, or both.

Dismissal

29.06 Only serious professional misconduct, demonstrable incompetence or repeated negligence of duties shall constitute grounds for dismissal.

29.07 a) The dismissal of a member must be preceded by at least two (2) written warnings, each setting out the Employer's dissatisfaction. A reasonable time must elapse between each of the warnings and between the last warning and the dismissal.

b) A letter of warning may be issued to a member only after an investigation as set out in Article 29.04 b) and must be issued by registered letter within ten (10) days of the conclusion of the investigation.

c) In order to be deemed a letter of warning according to the terms of this Article, the warning must be signed by the responsible Vice-Rector and be identified as such. A copy shall be sent

simultaneously to the Association.

29.08 If the responsible Vice-Rector, after proper and just investigation, and after at least two (2) warnings, decides that just and sufficient cause for dismissal of a member exists, the Vice-Rector shall advise the member by registered letter, with a copy to the Association, 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 or other Vice-Rector concerned.

The meeting shall be held not less than twenty (20) days and not more than thirty (30) days after the sending of the registered letter. The meeting shall take place in the absence of the member if the latter fails to attend.

29.09 a) If, after the meeting envisioned in Article 29.08, the responsible Vice-Rector decides to continue dismissal procedures, she/he shall make a written recommendation to the Rector within fifteen (15) days of the meeting. The recommendation shall be sent simultaneously to the member, by registered letter, with copies to the member and the Association and to all who were present at the meeting.

b) If, after the meeting envisioned in Article 29.08, the Vice-Rector decides not to continue dismissal procedures, she/he shall so inform the member by registered letter within fifteen (15) days of the meeting, with a copy to the Association and to all who were present at the meeting.

29.10 When the Rector receives a recommendation from a responsible 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, by registered letter, with a copy to the Association. In the case of dismissal for reasons other than those specified in Article 29.11, the member is relieved of his or 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. If a grievance is filed, the normal grievance process and its time delays shall be waived and the parties shall meet immediately to convene an arbitrator as per Article 22. The member remains suspended, with salary and benefits continuing, until the resolution of the grievance. If the grievance is not upheld the member's employment is terminated.

29.11 a) Notwithstanding Articles 29.06 through 29.10, the Rector may suspend a member, with or without salary for a period of ten (10) days, for stated cause involving extraordinary circumstances. Such circumstances shall include acts or threats similar in gravity to a serious physical threat by the member to any individual in Concordia University, or a serious threat to

the property of Concordia University. The Rector shall immediately inform the member by registered letter that such an action has taken place and provide the reasons for his or her decision, with a copy to the Association. If no grievance is filed within ten (10) days from the date of suspension, the suspension becomes a dismissal.

b) 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 sent to the member by registered letter with a copy to the Association. The normal grievance process and time delays shall be waived and the parties shall meet immediately to convene an arbitrator as per Article 22.

29.12 The parties agree to make every effort to expedite the arbitrator's hearing of the matter.

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) working days vacation per month of continuous service up to a maximum of twenty two (22) working days.

b) Members with one (1) year or more of continuous service as of June 1 - one (1) month of vacation (twenty-two (22) working 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. A copy of the application shall be sent to the Association by the member.

32.02 Leave without pay is normally for one (1) year, beginning June 1. Shorter leaves and extensions also may be granted. Normally the maximum duration of a leave without pay shall be two (2) consecutive years.

32.03 Written application for a leave without pay shall be made by September 1 of the year prior to that in which the leave is to commence, and the Employer shall answer in writing by December 15th. 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.

32.04 If the leave is of a short duration (twenty (20) working days or less), employee benefit coverage and payments by the employee and Employer remain the same.

32.05 If the leave is for more than twenty (20) working 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.

32.06 Time taken on leave without pay, 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.

32.07 The nominal salary of a member on leave without pay shall be adjusted by applicable salary clauses in the Collective Agreement.

32.08 A member normally shall 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.

32.09 A member on leave without pay normally shall be replaced in the department by a person with a limited term appointment.

ARTICLE 33

SICK LEAVE and COMPASSIONATE LEAVE

33.01 **Sick Leave**

33.01.1 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.

33.01.2 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.

33.01.3 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.

33.01.4 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.

33.01.5 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.

33.01.6 Members receiving paid sick leave may be required to provide satisfactory medical proof of disability.

33.01.7 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.

33.01.8 All rights and privileges of this agreement shall continue during periods of paid sick leave as per 33.01.2.

33.02 **Compassionate Leave**

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) working days. Such authorization shall not be withheld without a valid reason.

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 travelling or living expenses.

ARTICLE 35

PREGNANCY AND PARENTAL LEAVE

35.01 To enable both women and men to combine successfully an academic career and family responsibilities without significant financial and career disadvantage and to recognize the rôle of both parents in child birth and child rearing, the following arrangements are provided for parents.

35.02 In the event that a male member assumes the primary child care responsibility upon the birth or adoption of a child, the provisions for parental leave as set out in Article 35.08 and following shall apply. 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 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, a member who

has been employed by the Employer for at least twenty (20 weeks immediately preceding the expected birth date is entitled to supplementary benefits as follows:

- a) for the first two (2) weeks the member shall receive 100% of her nominal salary;
- b) for up to a maximum of fifteen (15) additional weeks, the member shall receive an amount equal to the difference between the Employment Insurance (EI) benefits received and 95% of the member's nominal salary;
- 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 unless the child is confined to hospital. In the event of a miscarriage or a still birth, payment is limited to six (6) weeks from the loss.

35.04.2 To receive the supplementary employment benefit defined in 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 two thirds (2/3) of that person's base salary for an eight (8) 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 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.

35.05.2 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, still birth 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 the member 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, still birth 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 on the later of the day that is eighteen (18) weeks after the Pregnancy Leave began or the day that is six (6) weeks after the birth, still birth or miscarriage. In the case of a still birth 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 her or his 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 father or mother of a newborn child, and a member who adopts a child who has not reached the age of compulsory school attendance is entitled to an unpaid Parental Leave of not more than thirty-four (34) 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 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

35.09.1 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 twenty (20) weeks 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 nominal 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 nominal salary.

35.10 NOTICE REQUIRED TO TAKE PARENTAL LEAVE

35.10.1 The member shall give written notice to the appropriate Dean/Director of the 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 and Parental Leave, the member shall continue to participate in the pension plan and the other benefit plans set out in Article 41 provided that the member pays their share of the full applicable contributions and/or premiums unless she/he elects not to do so in writing.

35.11.3 Upon return to work from a Pregnancy or Parental Leave, the member shall resume her/his former position, with full Nominal Salary and benefits as provided for under this Collective Agreement. The period of a member's Leave shall be included in the calculation of her/his 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, the expectant 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 the member 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 which overlaps two (2) academic terms, in which that person 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/parental leave are normally eligible to rearrange their assigned teaching duties of the next two (2) year period as per Article 16.08 c). 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. Members must inform their Dean/Director of the intention to avail themselves of a reduced time appointment concurrently with the notification of intention to take 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 to her or his post at the beginning of an academic term.

35.11.9 A librarian member on pregnancy or Parental Leave shall 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 complaints lodged under this article shall be so identified;

ii) the formal written complaint foreseen in 29.04, shall include copies of all documents pertinent to the complaint available at that time

iii) all suspensions leading to dismissal, and identified as such in accordance with 29.10 or 29.11, shall be with salary and benefits continuing until the results of the arbitration process (Article 22) are known.

ARTICLE 38

PERFORMANCE EVALUATION

GENERAL:

38.01 A performance evaluation of all on-going members holding probationary, tenured and extended term appointments shall take place in the Spring of every even-numbered year beginning with 1998. Criteria for both Career Development Increments (CDI) and merit (Article 39) shall be based on Article 14.01 and 15.01 for faculty members and librarians who hold probationary and tenured appointments. Given the nature of extended term appointments, members holding such appointments shall be evaluated on their performance of assigned duties (Article 16). Satisfactory performance evaluation leads to the awarding of CDI in accordance with Article 39. The basis for merit shall be excellence in performance.

38.02 a) Faculty members:

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.

b) Librarian members:

Professional contributions to the Libraries' operation and development, performance in research and scholarship, and service to the University shall be evaluated by the Divisional Personnel Committee (DPC) and reviewed by the appropriate Dean/Director.

38.03 a) 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 30 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.

b) All members shall be evaluated during the first year of an initial probationary appointment for

the purpose of awarding CDI.

38.04 The Academic Unit Head shall convene the DPC and shall provide it with the dossier submitted by each member. The DPC shall evaluate all on-going members of the Department/Division. Based upon the evaluation, the DPC shall make recommendations regarding CDI for all members and merit awards for those who have applied.

38.05 The DPC shall prepare a reasoned report for each member which shall be sent to the Dean/Director for review by 20 March. A copy shall be sent at the same time to the member.

38.06 The Dean shall review the DPC recommendations. In the case of a negative evaluation with respect to CDI, the case shall be reviewed by the FPTC. The Dean shall inform each member in writing by 1 May of the results of the evaluation.

In the case of members who do not qualify for the full CDI under Article 39, the Provost shall convene the Committee on Performance Evaluation (COPE) for the purpose of deciding whether granted merit, or a portion thereof, shall be added to the member's nominal salary. Members shall be informed by the Provost of such decisions by 15 May.

38.07 The COPE shall be chaired by the Provost and shall be composed of two (2) individuals plus an alternate chosen by the President of CUFA from a list of five (5) names submitted by the Provost and two (2) individuals plus an alternate chosen by the Provost from a list of five (5) names submitted by the President of CUFA. The Provost shall only vote in case of a tie.

38.08 Decisions on merit are not subject to Appeals (Article 21).

38.09 EVALUATION FOR 1993-1998

Notwithstanding Article 38.03, the evaluation that shall take place in 1998 shall be for the five (5)-year period, 1 June 1993 to 30 January 1998 or since the date of hire, if after 1 June 1993. Members on leave at the time of the 1998 evaluation shall be contacted and invited to submit their dossier. However, if they so wish, members on leave may submit their dossiers by October 1, 1998 for evaluation in the Fall term; in this case any salary increments will be effective 1 June.

ARTICLE 39

SALARY STRUCTURE

39.01 Salary floors: Faculty

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

Rank Index

Lecturer 0.74

Assistant Professor 1.00

Associate Professor 1.21

Professor 1.52

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.

39.02 Salary Floors: Librarians

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

Rank: Index

Librarian I 0.86

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.

39.03 **Salary Increments**

Salaries of ongoing members shall be adjusted on an annual basis, effective June 1, in accordance with the salary structure in this article. Ongoing member refers to those members who were on payroll holding probationary, tenured and extended term appointments the preceding May 31 and still on payroll on 1 June as well as on the date of payment. Such salary adjustments may include percentage as well as fixed-dollar increments.

39.03.1 **Percentage Salary Increments**

A percentage salary increment, which may vary with rank and/or salary level, is applied to the member's nominal salary at 31 May of the academic year preceding that to which the salary increment is applied.

39.03.2 **Fixed-dollar Salary Increments**

Fixed-dollar salary increments for on-going members shall have two (2) components: a Career Development Increment (CDI) and Lump Sum Merit Awards (Merit); both are based on the bi-annual Performance Evaluation in Article 38. CDIs become part of the member's nominal salary. Merit when granted does not increase the nominal salary unless the conditions of Article 38.06 apply.

39.04 **CDI**

The full CDI for faculty and librarian members shall be equal to 3.5% of the FAP as of the 31 May of the previous academic year. Upon satisfactory performance a full CDI or portion thereof

shall be incorporated annually into the nominal salary of ongoing members. Exceptionally for the duration of this Collective Agreement, CDIs shall be paid in accordance with the eligibility exceptions and effective dates that appear in Article 40.

a) CDI for Probationary and Tenured Members

i) Members whose salaries at the effective date of payment are at or below two (2) times the FAP shall receive a full CDI. Members whose salaries are above two (2) times the FAP shall receive the portion of the CDI detailed in the following section a ii) through vi).

ii) Assistant and Associate Professors, Librarians II, 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.

iii) Assistant and Associate Professors, Librarians II, 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 FAP.

iv) Assistant and Associate Professors, Librarians II, 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 FAP.

v) 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.

vi) 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 FAP.

b) CDI for Members holding Extended Term Appointments

i) Members whose salaries at the effective date of payment are at or below two (2) times the floor of Lecturer (FL) shall receive a full CDI. ETAs whose salaries are above two (2) times the FL shall receive the portion of the CDI detailed in the following sections b ii) thru iv).

ii) Members with no more than fifteen (15) years of service at Concordia or elsewhere at the effective date of payment shall receive a full CDI.

iii) Members with sixteen (16) to eighteen (18) 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 FL.

iv) Members with more than eighteen (18) 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 FL.

39.05 **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 39.04 apply and the member has shown outstanding performance. In such cases the Committee on Performance Evaluation (Article 38) may recommend that a portion of the merit no greater than the amount needed to bring the CDI to its full value, or up to the amount of merit awarded (whichever is less), be built into the nominal salary in lieu of the lump sum. Should the merit awarded be greater than the amount needed to bring the CDI to its full value, the balance shall be paid as a lump sum.

39.06 **Salary Adjustments**

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

39.06.2 Salary adjustments may also be made to a member's nominal salary under one of two conditions:

a) to bring a salary into line with others in the discipline taking into consideration the total years of service and performance at Concordia;

or

b) to respond to external university market conditions.

39.06.3 No more than one adjustment shall be granted to any member under Article 39.06.2 for the duration of this Collective Agreement.

39.06.4 Decisions to grant an adjustment under Article 39.06.2 shall be taken by a committee composed of the four (4) Faculty Deans and a member appointed by the President of the Association. The committee shall be chaired by the Provost. The Provost shall send a reasoned decision to the member with a copy to the Association. The committee shall issue an annual report to all members which shall provide information by Faculty of the number of adjustments granted under each condition, and the average amount awarded by Faculty.

ARTICLE 40

SALARIES

40.01 **Salary floors for members are:**

Faculty Librarians

Lecturer 31,179\$ Librarian I 31,179\$

Assistant Professor 42,000\$ Librarian II 36,120\$

Associate Professor 51,015\$ Associate Librarian 43,873\$

Professor 63,836\$ Senior Librarian 54,899\$

40.02 **Fixed dollar Increments:**

40.02.1 Special Considerations

On-going members hired into probationary or tenured positions on or after 1 June 1993 and before 31 May 1995 who have not received a promotion adjustment on 1 June 1995, 1 June 1996 or 1 June 1997 or a salary adjustment since the date of hire shall receive a Special Increment of one thousand four hundred and seventy (\$1470) dollars, paid into nominal salary on 1 June 1998; those who received a promotion adjustment in an amount less than one thousand four hundred and seventy (\$1470) dollars shall receive the difference between that amount and one thousand four hundred and seventy (\$1470) dollars into nominal salary. See Article 40.02.4 for details.

40.02.2 Special Increases:

Effective 1 June 1997 a Special Increase of one thousand four hundred and seventy (\$1470) dollars shall be paid to all on-going members as of 31 May 1996 and still on payroll on the date of payment, holding tenured, probationary and extended term appointments except those who received a promotion adjustment 1 June 1996 or 1 June 1997 or any other salary adjustment during the 1996-97 academic year. For those who received a salary increment of less than one thousand four hundred and seventy (\$1470) dollars, the Special Increase will be calculated as one thousand four hundred and seventy (\$1470) dollars minus the adjustment. The Special Increase will apply to each member's nominal salary effective 1 June 1997. See Article 40.02.4 for details.

40.02.3 Career Development Increments (CDI):

Dependent upon a satisfactory performance review (Article 38) and in accordance with Article 39.04, eligible on-going tenured, probationary and ETA members will receive a CDI. To be eligible, a member must be on-going at the date(s) referred to in Article 40.02.4, and still on payroll at the date of payment. For those who are promoted, any adjustment required to bring their nominal salary to the floor of the new rank will be done in accordance with Article 39.06.1.

40.02.4 Table of fixed-dollar increments.

(For the definition of "on-going" see Article 39.03)

Increment

Members

Eligibility Exceptions

Special Consideration (effective 1 June 1998)	On-going members hired into tenured or probationary positions on or after 1 June 1993 and before 31 May 1995	On-going members who received a promotion adjustment on 1 June 1995, 1 June 1996, or 1 June 1997 or a salary adjustment since the date of hire.
Special Increase (paid by 1 April 1998, effective date 1 June 1997)	All on-going tenured, probationary and ETA members as of 31 May 1996	On-going members who received a promotion adjustment 1 June 1996 or 1 June 1997 or salary adjustment during the 1996-97 academic year
CDI (effective 1 June 1998)	Dependent upon a satisfactory performance review (Article 38) and in accordance with Article 39.03.2, on-going tenured, probationary and ETA members as of 31 May 1997	On-going members who received a promotion adjustment on 1 June 1997 or salary adjustment during the 1997-98 academic year
CDI (effective 1 January 1999)	Dependent upon a satisfactory performance review (Article 38) and in accordance with Article 39.03.2, on-going tenured, probationary and ETA members as of 31 May 1998	On-going members who received a promotion adjustment 1 June 1998
CDI (effective 1 June 1999)	Dependent upon a satisfactory performance review (Article 38) and in accordance with Article 39.03.2, on-going tenured, probationary and ETA members as of 31 May 1999	
CDI (paid 1 June 2000, effective date 1 January 2000)	Dependent upon a satisfactory performance review (Article 38) and in accordance with Article 39.03.2, on-going tenured, probationary and ETA members as of 31 May 2000	
1/2 CDI (effective 1 January 2001)	Dependent upon a satisfactory performance review (Article 38) and in accordance with Article 39.03.2, on-going tenured, probationary and ETA members as of 31 December 2000	Individuals hired in 2000 will receive this CDI on 1 June 2001 following a satisfactory performance review (Article 38)

40.03 Merit:

An amount of \$600,000 will be allocated bi-annually beginning in 1998-99 for merit payments to faculty members and librarians holding probationary, tenured and extended term appointments in accordance with Article 38. Merit will be paid to eligible members in amounts ranging from five hundred dollars (\$500) per year to one thousand dollars (\$1000) per year. The Dean of each Faculty shall decide on up to two (2) different amounts within that range for merit awards in the Faculty.

40.04 Salary Adjustments:

Salary adjustments may be made from time to time; any such adjustment shall be made in accordance with Article 39.

40.05 The remuneration of all members will be in compliance with Quebec Government legislation.

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 Employees of 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, 1997, 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.

41.02 The Employer agrees to maintain the Concordia Employee Benefits Committee (Benefits Committee) and the Concordia Pension Committee. Members 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 the Benefits Committee, except for nominative information. The Association shall notify the Employer, in writing, of the names of two (2) representatives who shall be recognized as representing its members 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 effect on 30 November, 1995.

41.03 Any proposed amendment to the Pension Plan, or changes in actuarial assumptions used for actuarial valuations, shall be made only upon consideration and recommendation of the Benefits Committee until jurisdiction over the Pension Plan is transferred to a Pension Committee, to be established in accordance with the requirements of the "Quebec Supplemental Pension Plan Act" (Bill 116). The representation of members of the Association on the Pension Committee shall be determined by memorandum of agreement between the Employer and the Association. Furthermore, the Employer agrees not to make structural changes to the constituent plans b), c) and d) of 41.01 that have financial implications for members without the consent of

the Benefits Committee.

41.04 No changes to the constituent plans e), f), g) or h) 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 the 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.

41.05 Any changes that must be approved by the Benefits Committee as per 41.03 must be distributed to Benefits Committee members at least ten (10) days prior to the meeting at which they will be considered.

41.06 **Tuition Fee Waiver**

a) Members and their dependents are entitled to a waiver of tuition fees as detailed hereunder for any credit courses 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 41.03 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.

41.07 **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.

41.08 **French Language Instruction and Benefits**

Both parties recognize the importance to members of fluency in the French language. To this end, the employer shall make available an appropriate number of places in non-credit courses in the French language every year. Members shall be evaluated and placed in the appropriate level course by Continuing Education. In order to be reimbursed, members must attend at least 80% of the classes. Up to 20 members may attend such courses in any academic year.

41.09 **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 full-time status within the University, and no longer members of the bargaining unit, nonetheless shall retain their titles and the listing of 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 Plan;

- 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 41.06.

f) Eligibility for a computer account subject to the university regulations governing the use of such accounts.

42.02 A retired faculty member may be appointed as an Adjunct by the Provost and, as such, may be offered to teach up to two (2) courses per year if such courses are available and if the teaching record has been satisfactory as determined by the DPC. These courses will normally be drawn from the courses that the member had taught. The retired member shall receive a stipend in the amount of \$4700.00 per course.

42.03 A retired librarian member may be appointed as an Adjunct 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 and will be compensated at the rate of \$4700.

42.04 **Receipt of Pension**

42.04.1 The age at which members are eligible to receive their full pension from Concordia University shall be the first of the month coincident with or next following the attainment of age sixty-five (65).

42.04.2 Members who qualify for full pension under article 42.04.1 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.

42.04.3 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 42.04.2.

42.05 **Early Retirement**

42.05.1 Notwithstanding Article 42.04.1, a member who is fifty-five (55) years of age or older, and who has completed ten (10) years of service, shall be granted early retirement effective 1 June or 1 January, subject to at least three (3) months notice.

42.05.2 A pension shall be paid based on the member's attained age on the effective date of early retirement as per the pension plan document.

42.05.3 In addition to early pension, a member who has completed fifteen (15) years of service shall be entitled to a lump sum payment based on the member's attained age on the effective date of early retirement.

Attained Age Percentage of Annual Base Salary

64 20%

63 40%

62 60%

61 80%

60 100%

59 120%

58 140%

57 160%

56 180%

55 200%

42.05.4 The parties to this Collective Agreement have as a common objective the rejuvenation of the faculty of Concordia University; however, the parties also acknowledge that, in any given

year, the number of members choosing any form of early or gradual retirement could strain the financial resources of the Employer. For this reason, and notwithstanding 42.05.3, should the number of applications in a given year exceed five percent (5%) of those eligible to apply in a given Faculty/Library, the Employer reserves the right to limit the number of early retirements in that Faculty/Library.

Members who are denied early retirement for financial reasons in any given year shall not be so denied on their next application.

42.06 **Gradual Retirement**

42.06.1 A member who is at least fifty-five (55) years of age 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 1st following age sixty-five (65).

42.06.2 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 1st following age sixty-five (65).

42.06.3 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 university pension 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.^(u)

*

42.06.4 A member who completes a gradual retirement shall not benefit from the provisions of 42.05.3. However, if a member takes early retirement during or at the end of the first year of gradual retirement, clause 42.05.3 applies at seventy-five percent (75%). If a member takes early retirement at the end of the second year of gradual retirement, clause 42.05.3 applies at twenty-five percent (25%).

42.07 **Special Reduced-time Arrangement leading to Retirement**

42.07.1 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).

42.07.2 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.

42.07.3 A member who completes the special reduced time arrangement leading to retirement shall not benefit from the provisions of clause 42.05.3. However, if a member takes early retirement at the end of the first or second year of the special reduced time arrangement, clause 42.05.3 shall apply at seventy-five percent (75%). If a member takes early retirement at the end of the third or fourth year of the special reduced time arrangement, clause 42.05.3 shall apply at twenty-five percent (25%).

42.07.4 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 pro-rated 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.

To this end, Articles 25.02, 25.03, 25.04, 25.06, 25.07, 25.08, 25.09, 25.10, 25.11, 25.12, 25.13, 25.14, and 25.15 shall apply.

42.08 The options of gradual retirement (Article 42.06) and special reduced-time arrangement (Article 42.07) cannot be combined.

42.09 Members who retire in accordance with the retirement plans in Article 42 shall be provided with financial counselling.

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 Changes in staffing requirements may sometimes be necessary. Such changes normally shall be achieved through the processes of appointment, voluntary transfer, reduced-time appointments, resignation and retirements as determined by this collective agreement.

44.02 The Employer has the right not to fill vacant positions in a department except when failure to fill a position threatens the viability of the program(s)/department as determined by the Senate.

44.03 No action shall be taken under the terms of this Article unless academic needs and priorities have been established.

44.04 Exceptional circumstances may warrant a reduction in the number of positions beyond what can be achieved through the processes specified in 44.02. Recognition of such circumstances may emanate either from the Senate or the Board of Governors. In the latter case the Board shall inform the Senate and the Association of the circumstances. The Senate shall have a maximum period of six (6) months to study the necessity of establishing an Academic Commission. The Board must act according to the recommendation of the Senate if such a resolution is supported by at least two thirds(2/3) of the members present.

44.05 When the Academic Commission referred to in 44.04 is created, the Board shall so inform the Senate and the Association. The Academic Commission shall be composed of three (3) persons. One (1) member shall be named by the Board and one (1) member shall be named by the Association and these members shall select a third (3rd) member who shall chair the Commission. If the two (2) designated members cannot agree on a third member, then the third member shall be selected by lot, from a list jointly agreed upon by the Board and the Association.

44.06 The terms of reference of the Academic Commission shall be the following:

a) to review whether exceptional circumstances are such as to warrant amalgamation or closure of a department/ program if such action will result in a reduction in the number of faculty/librarian members;

b) to 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;

c) to verify that these actions are consonant with the academic priorities established by the Senate;

d) the Academic Commission shall have the right to consult specialists in an appropriate discipline outside the university;

e) 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, the Faculty Councils and the Student Associations shall have the right to make written and/or oral representations to the Commission;

f) the report of the Commission shall be submitted to the Board within four (4) months of the establishment of the Commission and copies shall be sent to the Association and to the Senate.

44.07 The Board of Governors may only declare redundancies if an Academic Commission has been previously established and then only up to or less than the number recommended by the Academic Commission and only in areas recommended by the Academic Commission.

44.08 The parties agree that there shall be no lay-off under the terms of this Article.

44.09 If the Academic Commission identifies redundancies and the Board decides to act, then it shall:

- a) inform all members in the unit of its intentions to declare redundancy;
- b) establish a Joint Retraining and Transfer Committee (JRTC) composed of three (3) appointees of the Board and three (3) members elected by the membership of the bargaining unit;
- c) terminate all part-time, limited term and visiting faculty/librarians in the unit upon the completion of their contracts.

44.10 The JRTC shall within sixty (60) days identify the members who shall comprise the new establishment fixed by the Board pursuant to the above clauses. It shall make reasoned recommendations on the redeployment of the remaining members in the unit.

The JRTC shall send its report and recommendations to the Board with a copy to the Association and to the affected members. It shall meet with the members concerned as well as, where appropriate, representatives of other units to which members may be transferred.

44.11 In particular the JRTC may recommend in the case of a member who does not comprise the new establishment 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.

44.12 The Board shall not reject a recommendation of the JRTC without a valid reason based on academic considerations. However, should it happen that the Board finds it necessary to reject a recommendation of the JRTC it shall return the recommendation once to the JRTC for its

reconsideration.

44.13 The Board shall inform each of the members affected in writing of the reasoned decision in such a case and make the member an offer. A member shall have up to thirty (30) days in which to respond.

44.14 When an individual is offered a transfer that person shall retain rank, salary, tenure, years of service towards salaried leave and all other entitlements.

44.15 A member who transfers shall have the right to continue research activity provided that the workload arrangements of the new position permit research.

44.16 A tenured member who has transferred without retraining shall have the right of first refusal for a vacant position in that person's area of expertise in the former unit.

44.17 An untenured 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 new unit. However, early consideration or deferral of consideration for tenure in the new unit may be given as per Articles 18 and 19 if the individual so requests.

44.18 When an offer is for retraining, the offer 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 Rector. The Rector 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 Article 44.14 and 44.15.

44.19 Should a member not wish to accept an offer of retraining and/or transfer that person may:

a) submit the case to arbitration in order to determine if the refusal is valid. 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.

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 Board. Once another offer is made the same procedure is repeated;

b) opt for early retirement;

c) choose to terminate employment with the university.

44.20 A member who chooses to terminate employment rather than accept an offer pursuant to 44.14 or 44.18 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, December as the case may be.

In such a case those under sixty (60) years of age shall receive a lump sum payment equivalent to six (6) months of their current base salary plus the equivalent of one (1) month current base salary for every year of service to a maximum of twelve (12) years.

44.21 Those fifty five (55) years of age to fifty nine (59) years of age who exercise the option of early retirement shall receive the lump sum payment provided for in Article 42 - Early Retirement.

44.22 Those sixty (60) years of age and over who opt for early retirement shall receive, in addition to what is provided in Article 42 - Early Retirement, a lump sum equivalent to six (6) months of the current base salary.

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

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 base 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 base salary plus the equivalent of one (1) month current base 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 fulfil 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 and the Association, by certified mail, that such an action has taken place, and the reasons thereof. 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 Bill 17 and in accordance with other legislation governing such matters.

48.07 Members shall, in accordance with the Board of Governors' document approved on March 16, 1994, be represented on the advisory search committees for the academic administrative positions of Dean, Director of Libraries, Vice-Rector, Secretary-General and Rector. 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 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.

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) working 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 Times Roman 12pt .

ARTICLE 52

TRANSITION, DURATION AND RETROACTIVITY

Once signed by the authorized representatives of the parties, the present agreement shall be in effect until 31 MAY 2002.

It goes into effect on the date of signature and shall have no retroactive effect except as provided for in the Letter of Understanding signed 23 March 1998.

The parties agree that grievances (Article 22) and appeal procedures (Article 21) 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.

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 _____.

Concordia University Concordia University

Employer Faculty Association

1. ^{1*} This is subject to the approval of Revenue Canada, the Ministère du Revenu du Québec and the Employer's insurers.



FACULTY: AVERAGE SALARIES - 1996-97

EXCLUDING LIBRARIANS, LTAS/ETAS, FALRIP

PREPARED BY M. STELCNER, SEPT. 1, 1996

Note: xx,xxx indicates values that are concealed to protect privacy

* TABLE 1 A. *

SENIORITY	HUMANITIES			DIVISION SOCIAL SCIENCES			NATURAL SCIENCES		
	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL
< 5 YRS	51,904	46,342	48,053	48,346	48,292	48,317	48,306	46,361	47,090
5 - 9	54,845	51,560	52,655	60,699	54,031	57,014	59,324	67,603	61,808
10 - 14	59,068	59,771	59,381	59,340	64,528	61,563	63,028	XX,XXX	62,777
15 - 19	81,593	XX,XXX	79,915	76,451	74,284	75,686	72,611	XX,XXX	71,842
20 - 24	78,711	84,842	80,462	80,991	78,940	80,479	86,705	XX,XXX	85,689
25 - 29	85,262	XX,XXX	85,767	88,522	XX,XXX	88,560	92,593	XX,XXX	92,458
30 - 34	94,233	XX,XXX	92,116	93,739	105,681	98,516	90,588	.	90,588
35 +	94,724	.	94,724	.	.	.	XX,XXX	.	XX,XXX
TOTAL	76,689	60,005	70,635	75,577	65,081	71,818	78,810	65,051	76,028

* TABLE 1 B.

AGE GROUP	HUMANITIES			DIVISION SOCIAL SCIENCES			NATURAL SCIENCES		
	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL
30 - 34	XX,XXX	XX,XXX	43,467	XX,XXX	48,846	48,627	.	XX,XXX	XX,XXX
35 - 39	XX,XXX	48,622	49,059	55,294	51,015	53,460	52,268	51,159	51,775
40 - 44	54,107	49,508	53,187	53,384	56,418	54,446	53,283	51,393	52,424
45 - 49	63,612	55,619	58,727	71,188	58,669	64,192	57,230	XX,XXX	59,242
50 - 54	80,280	61,210	73,415	80,297	71,921	77,738	85,819	73,607	83,695
55 - 59	83,514	77,267	82,527	82,496	88,485	83,933	87,843	.	87,843
60 - 64	85,622	77,416	84,174	88,273	XX,XXX	91,192	93,171	XX,XXX	94,420
65 +	84,929	86,029	85,229	94,578	.	94,578	92,308	XX,XXX	97,024
TOTAL	76,689	60,005	70,635	75,577	65,081	71,818	78,810	65,051	76,028

* TABLE 2 A. *

ARTS & SCIENCE	COMMERCE & ADMIN	FACULTY ENG & COMP. SCI.
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SENIORITY	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL	MAI
< 5 YRS	49,432	46,996	47,928	63,714	60,903	62,692	57,332	54,000	56,707	44,
5 - 9	59,114	55,174	57,069	70,041	66,577	69,253	59,443	XX,XXX	59,012	53,
10 - 14	60,264	61,821	60,872	81,053	77,807	80,404	76,716	.	76,716	55,
15 - 19	77,389	73,617	76,294	96,444	.	96,444	82,379	.	82,379	62,
20 - 24	82,086	80,647	81,756	92,968	.	92,968	91,051	.	91,051	83,
25 - 29	88,266	91,274	88,484	99,185	XX,XXX	97,987	95,467	.	95,467	XX,
30 - 34	92,287	99,042	93,638	XX,XXX	.	XX,XXX	107,689	.	107,689	XX,
35 +	95,381	.	95,381	.	.	.	.	.	.	.
TOTAL	76,878	63,218	72,507	81,741	71,033	79,837	76,949	54,624	75,722	66,

* TABLE 2 B. *

AGE GROUP	FACULTY									MAI
	ARTS & SCIENCE			COMMERCE & ADMIN			ENG & COMP. SCI.			
	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL	
30 - 34	46,387	47,404	47,126	XX,XXX	XX,XXX	64,563	53,429	XX,XXX	53,250	
35 - 39	53,103	49,777	51,184	68,445	60,846	66,926	59,032	XX,XXX	58,454	XX,
40 - 44	53,576	53,636	53,596	71,938	72,167	72,010	65,598	.	65,598	51,
45 - 49	65,425	58,222	61,766	81,726	71,360	79,544	78,446	XX,XXX	77,217	63,
50 - 54	82,041	68,185	78,082	92,493	XX,XXX	92,528	81,306	.	81,306	63,
55 - 59	84,736	84,746	84,738	91,504	XX,XXX	89,798	98,776	XX,XXX	93,899	85,
60 - 64	87,878	92,207	88,562	84,017	.	84,017	94,491	.	94,491	XX,
65 +	89,679	97,031	90,957	XX,XXX	.	XX,XXX	XX,XXX	.	XX,XXX	XX,
TOTAL	76,878	63,218	72,507	81,741	71,033	79,837	76,949	54,624	75,722	66,

*** RANK IN 96-97=ASST. PROF. * TABLE 3 A. *

SENIORITY	DIVISION									MAI
	HUMANITIES			SOCIAL SCIENCES			NATURAL SCIENCES			
	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL	
< 5 YRS	XX,XXX	45,758	45,966	46,415	46,234	46,325	48,306	46,361	47,090	47,
5 - 9	XX,XXX	XX,XXX	45,044	XX,XXX	49,657	48,486	.	.	.	47,
10 - 14	XX,XXX	XX,XXX	XX,XXX	.	.	.	.	.	.	XX,
TOTAL	46,940	45,544	46,009	46,505	47,518	47,045	48,306	46,361	47,090	47,

* TABLE 3 B. *

AGE GROUP	DIVISION									MAI
	HUMANITIES			SOCIAL SCIENCES			NATURAL SCIENCES			
	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL	
30 - 34	XX,XXX	XX,XXX	43,467	XX,XXX	48,846	48,627	.	XX,XXX	XX,XXX	46,
35 - 39	XX,XXX	44,167	45,775	XX,XXX	.	XX,XXX	XX,XXX	XX,XXX	43,513	47,
40 - 44	XX,XXX	XX,XXX	46,146	46,252	XX,XXX	46,826	XX,XXX	XX,XXX	49,646	47,
45 - 49	XX,XXX	XX,XXX	48,453	.	XX,XXX	XX,XXX	.	.	.	XX,
50 - 54	.	XX,XXX	XX,XXX	.	XX,XXX	XX,XXX	.	.	.	.

55 - 59	.	XX,XXX	XX,XXX	.	.	.	.	.	.	.
TOTAL	46,940	45,544	46,009	46,505	47,518	47,045	48,306	46,361	47,090	47,090

*** RANK IN 96-97=ASSOC. PROF. * TABLE 4 A. *

SENIORITY	HUMANITIES			DIVISION SOCIAL SCIENCES			NATURAL SCIENCES			M
	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL	
< 5 YRS	XX,XXX	XX,XXX	55,010	XX,XXX	XX,XXX	54,959	.	.	.	57
5 - 9	56,897	52,088	53,219	58,120	53,766	55,653	53,732	55,116	54,139	56
10 - 14	60,002	61,927	60,844	56,218	64,227	59,555	61,961	XX,XXX	61,107	59
15 - 19	83,051	XX,XXX	80,048	74,153	69,606	71,879	73,482	.	73,482	77
20 - 24	76,484	XX,XXX	75,529	78,042	75,904	77,577	82,407	XX,XXX	80,704	78
25 - 29	82,632	.	82,632	86,347	XX,XXX	86,586	94,519	XX,XXX	92,965	86
30 - 34	95,261	XX,XXX	92,510	90,141	.	90,141	88,559	.	88,559	90
35 +	XX,XXX	.	XX,XXX	.	.	.	XX,XXX	.	XX,XXX	96
TOTAL	75,735	59,029	69,618	72,969	61,454	68,759	75,010	60,730	72,813	74

* TABLE 4 B. *

AGE GROUP	HUMANITIES			DIVISION SOCIAL SCIENCES			NATURAL SCIENCES			M
	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL	
35 - 39	XX,XXX	51,296	51,249	58,935	51,015	54,975	54,635	XX,XXX	55,906	59
40 - 44	57,070	XX,XXX	56,205	56,553	55,954	56,339	54,395	53,500	54,011	56
45 - 49	64,001	57,457	59,470	60,700	58,752	59,426	55,635	.	55,635	59
50 - 54	76,936	57,358	70,026	79,586	69,693	77,005	83,991	69,481	79,638	79
55 - 59	83,127	XX,XXX	82,012	78,090	79,894	78,506	84,836	.	84,836	82
60 - 64	81,857	XX,XXX	78,691	84,872	.	84,872	88,397	.	88,397	84
65 +	86,659	XX,XXX	85,058	XX,XXX	.	XX,XXX	91,347	.	91,347	89
TOTAL	75,735	59,029	69,618	72,969	61,454	68,759	75,010	60,730	72,813	74

*** RANK IN 96-97=FULL PROF. * TABLE 5 A. *

SENIORITY	HUMANITIES			DIVISION SOCIAL SCIENCES			NATURAL SCIENCES			M
	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL	
5 - 9	XX,XXX	.	XX,XXX	XX,XXX	XX,XXX	84,842	XX,XXX	XX,XXX	105,260	86
10 - 14	.	.	.	XX,XXX	XX,XXX	XX,XXX	XX,XXX	XX,XXX	XX,XXX	X2
15 - 19	79,648	.	79,648	77,763	XX,XXX	79,069	XX,XXX	XX,XXX	XX,XXX	77
20 - 24	80,938	XX,XXX	85,396	89,840	84,000	87,894	89,391	XX,XXX	89,013	87
25 - 29	89,206	XX,XXX	89,686	90,894	.	90,894	91,096	XX,XXX	92,052	90
30 - 34	XX,XXX	XX,XXX	XX,XXX	XX,XXX	105,681	104,099	96,676	.	96,676	96
35 +	XX,XXX	.	XX,XXX	.	.	.	.	.	.	X2
TOTAL	85,400	94,004	86,993	87,901	89,064	88,221	89,591	90,654	89,774	87

* TABLE 5 B. *

AGE GROUP	HUMANITIES			DIVISION SOCIAL SCIENCES			NATURAL SCIENCES			M
	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL	
40 - 44	XX,XXX	XX,XXX	.	.	.	

45 - 49	XX,XXX	.	XX,XXX	86,921	XX,XXX	84,741	XX,XXX	XX,XXX	68,860	81
50 - 54	87,635	XX,XXX	85,748	81,809	82,613	82,077	86,886	XX,XXX	86,816	85
55 - 59	84,675	XX,XXX	90,740	87,392	97,075	89,813	92,353	.	92,353	88
60 - 64	90,642	XX,XXX	92,006	95,925	XX,XXX	100,672	XX,XXX	XX,XXX	100,442	94
65 +	83,890	XX,XXX	85,371	XX,XXX	.	XX,XXX	XX,XXX	XX,XXX	XX,XXX	90
TOTAL	85,400	94,004	86,993	87,901	89,064	88,221	89,591	90,654	89,774	87

FACULTY: AVERAGE SALARIES - 1996-97 EXCL LIBRARIANS, LTAS/ETAS, FALRIP * PREPARED BY N

*** RANK IN 96-97=ASST. PROF. * TABLE 6 A. *

SENIORITY	ARTS & SCIENCE			COMMERCE & ADMIN			ENG & COMP. SCI.			MALES
	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL	
< 5 YRS	47,060	46,058	46,415	63,714	60,903	62,692	54,400	54,000	54,308	44,73
5 - 9	45,974	48,417	47,195	62,287	64,918	63,790	XX,XXX	XX,XXX	54,520	XX,X
10 - 14	XX,XXX	XX,XXX	XX,XXX	XX,XXX	.	XX,XXX	.	.	.	.
TOTAL	47,010	46,408	46,646	63,228	62,910	63,094	54,247	54,624	54,358	49,85

* TABLE 6 B. *

AGE GROUP	ARTS & SCIENCE			COMMERCE & ADMIN			ENG & COMP. SCI.			MALES
	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL	
30 - 34	46,387	47,404	47,126	XX,XXX	XX,XXX	XX,XXX	53,429	XX,XXX	53,250	
35 - 39	45,923	44,048	44,751	63,431	60,846	62,462	55,000	XX,XXX	55,224	
40 - 44	47,195	48,397	47,596	64,177	XX,XXX	63,692	XX,XXX	.	XX,XXX	XX,X
45 - 49	XX,XXX	46,321	47,407	.	XX,XXX	XX,XXX	.	XX,XXX	XX,XXX	XX,X
50 - 54	.	XX,XXX	XX,XXX	.	.	.	XX,XXX	.	XX,XXX	
55 - 59	.	XX,XXX	XX,XXX	.	.	.	.	XX,XXX	XX,XXX	
60 - 64	.	.	.	XX,XXX	.	XX,XXX	.	.	.	
TOTAL	47,010	46,408	46,646	63,228	62,910	63,094	54,247	54,624	54,358	49,85

*** RANK IN 96-97=ASSOC. PROF. * TABLE 7 A. *

SENIORITY	ARTS & SCIENCE			COMMERCE & ADMIN			ENG & COMP. SCI.			MALES
	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL	
< 5 YRS	57,338	52,630	54,984	.	.	.	67,105	.	67,105	
5 - 9	56,136	53,336	54,604	71,444	XX,XXX	71,570	60,295	.	60,295	52,4
10 - 14	59,332	62,354	60,455	78,833	77,807	78,565	66,627	.	66,627	55,2
15 - 19	77,206	71,084	75,045	89,594	.	89,594	68,504	.	68,504	62,4
20 - 24	78,543	74,749	77,700	89,410	.	89,410	80,298	.	80,298	86,2
25 - 29	86,391	XX,XXX	86,356	92,511	.	92,511	86,495	.	86,495	
30 - 34	90,772	XX,XXX	90,140	XX,XXX	.	XX,XXX	103,137	.	103,137	
35 +	96,263	.	96,263	.	.	.	.	.	.
TOTAL	74,417	60,442	70,017	80,507	77,151	80,064	71,066	.	71,066	62,5

* TABLE 7 B. *

AGE GROUP	ARTS & SCIENCE			COMMERCE & ADMIN			ENG & COMP. SCI.			MALES
	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL	

30 - 34	.	.	.	XX,XXX	.	XX,XXX	.	.	.
35 - 39	55,795	52,642	54,043	72,027	.	72,027	60,760	.	60,760 XX,2
40 - 44	56,262	54,587	55,724	72,455	76,890	74,229	63,072	.	63,072 53,6
45 - 49	59,399	58,303	58,793	78,460	XX,XXX	78,297	65,960	.	65,960 64,9
50 - 54	79,634	64,716	75,159	88,834	.	88,834	72,588	.	72,588 60,1
55 - 59	82,248	77,081	81,704	85,788	XX,XXX	84,466	94,936	.	94,936 XX,2
60 - 64	84,195	XX,XXX	82,543	85,915	.	85,915	83,203	.	83,203
65 +	89,404	XX,XXX	88,366	.	.	.	.	.	.
TOTAL	74,417	60,442	70,017	80,507	77,151	80,064	71,066	.	71,066 62,7

*** RANK IN 96-97=FULL PROF. * TABLE 8 A. *

SENIORITY	ARTS & SCIENCE			COMMERCE & ADMIN			ENG & COMP. SCI.			MALES
	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL	
5 - 9	86,899	XX,XXX	90,885	XX,XXX	.	XX,XXX	.	.	.	.
10 - 14	XX,XXX	XX,XXX	71,118	90,411	.	90,411	86,805	.	86,805	.
15 - 19	77,571	78,683	77,810	103,293	.	103,293	86,163	.	86,163	XX,2
20 - 24	87,308	88,512	87,597	99,194	.	99,194	97,196	.	97,196	81,3
25 - 29	90,392	94,943	90,805	XX,XXX	XX,XXX	XX,XXX	104,439	.	104,439	XX,2
30 - 34	96,832	103,099	99,681	.	.	.	XX,XXX	.	XX,XXX	XX,2
35 +	XX,XXX	.	XX,XXX	.	.	.	.	.	.	.
TOTAL	87,708	90,619	88,345	97,057	XX,XXX	96,842	92,514	.	92,514	81,6

* TABLE 8 B. *

AGE GROUP	ARTS & SCIENCE			COMMERCE & ADMIN			ENG & COMP. SCI.			MALES
	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL	MALES	FEMALES	TOTAL	
40 - 44	.	XX,XXX	XX,XXX	81,251	.	81,251	78,395	.	78,395	.
45 - 49	81,126	69,416	78,199	94,792	.	94,792	87,811	.	87,811	XX,2
50 - 54	85,411	82,642	84,805	98,765	XX,XXX	98,069	89,066	.	89,066	XX,2
55 - 59	88,764	101,556	90,811	XX,XXX	.	XX,XXX	103,576	.	103,576	82,4
60 - 64	94,018	105,296	96,837	XX,XXX	.	XX,XXX	105,779	.	105,779	XX,2
65 +	90,056	XX,XXX	94,326	XX,XXX	.	XX,XXX	XX,XXX	.	XX,XXX	XX,2
TOTAL	87,708	90,619	88,345	97,057	XX,XXX	96,842	92,514	.	92,514	81,6

If you have any questions, suggestions or comments about this Web pages, please email to: cufa@alcor.concordia.ca.

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