

Collective Agreement

Dated: 22 November 1994

Ending: 31 August 1996

Between:

Concordia University

Montreal, Quebec

And:

**The Concordia University Part-Time
Faculty Association**

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Collective Agreement is to foster and maintain harmonious relations between the Employer and the employees as represented by the **Concordia** University Part-time Faculty Association (**CUPFA**) through the establishment of an orderly collective bargaining relationship and to provide an amicable and effective means for settling differences which may arise from time to time.

ARTICLE 2 - DEFINITIONS

- 2.01 'Concordia University' means a body politic and corporate, duly incorporated in accordance with the laws of the province of Quebec, and comprises the institutions known formerly as Loyola College and Sir George Williams University.
- 2.02 'Association' or 'C.U.P.F.A.' means the Concordia University Part-time Faculty Association, certified as the exclusive bargaining agent for the part-time faculty members of the University.
- 2.03 'Employer' means the body politic and corporate known as Concordia University.
- 2.04 'Parties' means the Employer and the Association.
- 2.05 'Part-time faculty member' or 'member' means a person included in the bargaining unit, as defined in the accreditation certificate.
- 2.06 'Days' means working days, i.e., Monday through Friday excluding holidays.
- 2.07 'Academic year' means a period of twelve (12) months from June 1 to May 31.

ARTICLE 3 - RECOGNITION AND JURISDICTION

- 3.01 For the purpose of negotiation and application of this Collective Agreement, the Employer recognizes the Concordia University Part-time Faculty Association (CUPFA) as the only official representative and the only negotiating body for all part-time faculty included in the certification issued by the Ministère du travail et de la main-d'œuvre on 27 September 1989. (See Appendix A).
- 3.02 For the purpose of administration of the Collective Agreement, unless otherwise stipulated, the Labour Relations Office shall act on behalf of the Employer.

ARTICLE 4 - GENERAL RIGHTS

NON-DISCRIMINATION

- 4.01 The parties agree that there shall be no discrimination or unfair distinction with respect to any employee by reason of age, race, creed, colour, national or ethnic origin, political or religious association or belief, gender, sexual orientation, marital status or family relationship, membership in the Association or the exercise of any rights conferred by this agreement or the law.
- 4.02 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.

ACADEMIC FREEDOM

- 4.03 Academic freedom is the right of reasonable exercise of responsibilities in an academic setting. Academic freedom includes the freedom to examine, question, teach, learn and disseminate opinions on questions relating to each member's teaching. In the exercise of academic freedom, members of the bargaining unit are required to discharge their responsibilities in accordance with the rightful expectations and policies of the Employer, the needs of the students and the legitimate claims of the University community. When exercising their rights of action and expression, members of the bargaining unit shall endeavour to ensure that their private actions and expressions are not interpreted as representing the official position of the University.

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 Employer acknowledges its responsibility to exercise its managerial functions in a fair and reasonable manner and subject to the provisions of this Collective Agreement.

ARTICLE 6 - LABOUR/MANAGEMENT COMMITTEE

- 6.01 The parties, in acknowledging the benefits to be derived from mutual consultation and the exchange of information, shall establish a Labour/Management Committee consisting of three (3) representatives from the Association and three (3) representatives from the Employer. The Committee shall meet as necessary, at the written request of either party, upon ten (10) days notice.
- 6.02 The Committee shall make recommendations to the Association and the Employer with respect to its deliberations but shall not have the power to add to or modify the terms of the collective agreement.
- 6.03 The parties agree to exchange lists of those matters they wish to discuss three (3) days before the scheduled time of the meeting.
- 6.04 The Labour/Management Committee shall be established within thirty (30) days of the signing of this agreement.

ARTICLE 7 - RIGHTS OF THE ASSOCIATION

- 7.01 The Employer shall deduct an amount equal to the dues established by the Association from the salary of each part-time faculty member.
- 7.02 The Association shall notify the Employer in writing of the amount of the dues to be deducted and of any change thereof with its effective date. The Employer shall make the deductions and/or necessary changes thirty (30) days following such notice.

- 7.03 The Employer shall deposit the monies deducted for each bi-weekly pay period directly to an account designated by the Association within fifteen (15) days of each pay period and shall forward an alphabetical listing of the names of those from whom the deductions have been made, along with the cumulative amount deducted for each employee.
- 7.04 No later than 1 June each year, the Employer shall supply the Association with a complete alphabetical listing of all part-time faculty members for the preceding academic year. This list shall indicate the full name; date of birth; sex; seniority credits; leave status; remissionable activities; home address and telephone number; and total salary for the academic year.
- 7.05 The information provided in 7.04 is confidential and is provided to the Association as information to be used for aggregate studies unless authorized otherwise by the employees. The Association will only use home address and home telephone information to contact part-time faculty members and agrees to keep them confidential.
- 7.06 The Employer shall, in a timely manner, provide the Association with a copy of each teaching contract issued to the part-time faculty members governed by the Collective Agreement.
- 7.07 Three (3) times a year (August 31, January 15, May 15), the Employer shall supply the Association with a complete alphabetical listing, by Department, of all part-time faculty members who are teaching that term. This list shall indicate the full name; date of birth; sex; contract dates; courses and credits (and/or hours); and salary. This list shall be updated as required during the term.
- 7.08 The Employer shall send to the Association copies of the following documents:
- (a) all updated University policy documents;
 - (b) the agenda, minutes, and attached documents of any open meeting of the Board of Governors, Senate, Faculty Councils, at the same time as such documents are mailed to their respective members or immediately thereafter in the case of documents distributed at meetings;
 - (c) the operating budget of the University approved by the Board of Governors;

- (d) the annual audited statements of the University as approved by the Board of Governors;
- (e) two (2) copies each of the Undergraduate and Graduate University Calendars.

7.09 Any correspondence sent by University administrators to a group of part-time faculty members or the entire membership on a matter covered by this Collective Agreement shall be sent simultaneously to the Association.

As well, all correspondence sent by the University to its administrators pertaining to the interpretation and/or application of any part of this Collective Agreement shall be sent simultaneously to the Association.

7.10 The Employer shall provide the Association with furnished and serviced office space on both campuses free of charge. The Association shall be responsible for monthly telephone charges.

7.11 The Employer shall permit the Association use of suitable meeting rooms free of charge. The rooms shall be reserved according to usual University procedures.

7.12 The Employer shall permit the Association the use of the internal mail service.

7.13 The Employer shall permit the Association to use the University duplicating services, computing services and audio-visual services at normal internal University rates and on the same basis as other University users.

7.14 The Employer agrees to provide the Association with five (5) bulletin boards designated as belonging solely to the Association to be placed in areas mutually agreed upon by the Association and the Employer. In addition, the Association shall be permitted to affix notices of interest to its members on Departmental and other bulletin boards according to usual Departmental and University procedures.

7.15 To facilitate the work of the Association, the Employer agrees to assign five (5) three-credit course remissions to the Association each term.

- 7.16 To facilitate preparations for negotiations, the Employer agrees to assign four (4) three-credit course remissions to the Association during the term immediately preceding the expiration of the Collective Agreement.
- 7.17 To facilitate the negotiation of the Collective Agreement, the Employer agrees to assign four (4) three-credit course remissions to the Association for each term during which negotiations take place.
- 7.18 (a) No less than one (1) month prior to the beginning of each term, the Association shall provide the Employer with the names, in writing, of the Association representatives to whom the course remissions outlined in clauses 7.15, 7.16 and 7.17 are to be assigned. The designated representatives shall sign a contract for each remission assigned.
- (b) The contract shall read: the employee is exempt from the obligations of this teaching contract in as much as the employee is acting as an Association representative.
- 7.19 The Association shall provide the Employer, in writing, the names and positions of its executive officers and representatives, and shall inform the Employer of any changes within thirty (30) days.
- 7.20 The Association and the Employer shall inform each other, in writing, of any changes to the membership of their respective negotiating teams.
- 7.21 All course remissions used by the members of the Association's executive and/or its delegates in carrying out Association activities shall count toward the ongoing seniority of those individuals at the University.
- 7.22 The Association has the right to invite any legal counsel or advisers or any other person(s) it deems necessary to enter the University for purposes of consultation. These persons shall have access to the Association's offices.

ARTICLE 8 - SENIORITY

- 8.01 A part-time faculty member acquires seniority, defined as the total number of credits attributed to the part-time faculty member from the point of first hire. The benchmark date for calculation of seniority is September 1974.

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- 8.02 A part-time faculty member shall preserve her/his seniority for the thirty months (30) following the last term for which the part-time faculty member held a contract.
- 8.03 The seniority of a part-time faculty member who teaches in more than one department is an aggregate of departmental seniorities. Should the part-time faculty member not hold a contract in one of the departments concerned as per 8.02, the part-time faculty member's name will be removed from the seniority list of that department. However, the part-time faculty member's total seniority is unaffected. Should the part-time faculty member return to a department after an absence of thirty (30) or more months, she/he shall be considered as a new applicant in that department and shall in no event be permitted to "bump" a part-time faculty member who has continuing service, including leaves, in that department.
- 8.04 Notwithstanding clauses 8.02 and 8.03, a part-time faculty member retains her/his seniority in the following cases:
- a) for the duration of a parental leave as per article 14;
 - b) for the duration of a sick leave as per article 15;
 - c) for the duration of a first mandate as an elected member of the Parliament of Canada, the National Assembly, or municipal office;
 - d) for the duration of a leave without pay as per clause 14.20.
- 8.05 Notwithstanding clauses 8.02 and 8.03, a part-time faculty member loses her/his seniority if she/he is dismissed while under contract, unless the dismissal is cancelled as a result of the grievance and arbitration procedure.
- 8.06 A part-time faculty member who is accorded a limited term appointment at Concordia shall receive total seniority credit for the appointment upon return to the bargaining unit.
- 8.07 Departmental seniority lists shall be issued three (3) times a year (September 30, January 31, May 31). Each Department shall receive two (2) copies, one of which shall be posted on each campus as appropriate. The Association shall receive a copy of every departmental seniority list.

- 8.08 Departmental seniority lists shall include the a) name, b) department, c) academic year, d) cumulative teaching credits since first hire, e) cumulative remission credits since first hire, f) the sum of d) and e).
- 8.09 A part-time faculty member may contest in writing the accuracy of a Departmental seniority list as it affects the part-time faculty member by writing to the Department Chair/Unit Head who will take appropriate action. Any challenge must be made during the term in which a list is issued or re-issued.

ARTICLE 9 - DUTIES OF PART-TIME FACULTY MEMBERS

- 9.01 a) The contractual obligations of part-time faculty members may include but are not limited to:
- preparing, organising and presenting course material at scheduled class times;
 - being available to students outside class hours;
 - directing and evaluating student progress in courses; i.e. grading assignments (including late completions), portfolios and examinations, providing feedback to students, submitting grades on time, being available during examinations;
 - being available for preparation, delivery and grading of supplemental examinations;
 - conducting course evaluations through the Learning Development Office;
 - attending Departmental committee meetings convened for the purpose of dealing with matters concerning teaching;
 - where applicable, engaging in remissionable activities.
- b) In so far as is practicable, any other duties and responsibilities shall be agreed upon prior to the signing of the contract.

- 9.02 a) Part-time faculty members who have acquired ninety (90) credits or more of seniority at Concordia University may teach up to eighteen (18) credits per academic year.
- b) Part-time faculty members who have acquired twenty-four (24) credits or more of seniority at Concordia University but fewer than ninety (90) credits may teach up to twelve (12) credits per academic year.
- c) New hires and part-time faculty members (including graduate students) who have acquired less than twenty four (24) credits of seniority at Concordia University may teach a total of six (6) credits per academic year and no more than one (1) course in any one term.
- 9.03 Notwithstanding clause 9.02 c), in special circumstances, a part-time faculty member who is a Concordia graduate student may teach an additional three (3) credits in the summer term.
- 9.04 Notwithstanding clause 9.02, the credit limits specified in clause 9.02 may be increased by a maximum of three (3) credits in a given academic year. Any credits in excess of the limits specified in clause 9.02 must be averaged over the next academic year's allocations. The aforementioned averaging provision shall not apply when the part-time faculty member has been asked to respond to an emergency situation.

ARTICLE 10 - HIRING AND COURSE ASSIGNMENT

- 10.01 This article outlines University-wide policy and procedures on the hiring and re-hiring of part-time faculty. It is expected that details which are missing from this article, and which are needed to make it operational in each Department, shall be included in a Department/Unit Hiring Document which each Department shall have. Department policies shall be consistent with the terms of the collective agreement.
- The Labour/Management Committee ensures that the Department/Unit hiring document conforms with the provisions of the collective agreement.
- 10.02 Each Department/Unit shall have a Part-time faculty Hiring Committee. Recommendations for hiring or re-hiring of part-time faculty members are made by the Hiring Committee.

- 10.03 The membership of the Hiring Committee shall include full-time faculty, and given a willingness to serve, at least one (1) member of the bargaining unit who teaches in the department, elected by the part-time faculty members of the department. One (1) alternate member of the bargaining unit who teaches in the department shall be elected to serve as necessary.
- 10.04 Hiring Committee membership should reflect both full-time and part-time faculty representation in the Department. Where there is obvious gender imbalance, representation from either full-time and/or part-time faculty should be sought to redress the imbalance.
- 10.05 The Department Chair/Unit Head or designate shall be a member of the Hiring Committee ex-officio.
- 10.06 To assure continuity, wherever possible, members of the bargaining unit serving on Hiring Committees should serve for a two (2) year term.
- 10.07 Fifteen percent (15%) of all part-time teaching contracts may be reserved for graduate students registered with the University. Departments/Units may also offer part-time contracts to visiting and adjunct faculty if there is academic justification for doing so.
- 10.08 The Department Chair/Unit Head or designate shall post all available courses by April 15 for Fall, Winter, and Fall/Winter courses, by October 1 for remaining Winter courses and by February 1 for summer courses. A copy of the posting shall be sent to the Association.
- The posting shall include, for information purposes only, the courses reserved as per clause 10.07.
- 10.09 The posting shall include:
- the name of Department/Unit;
 - name of Department Chair/Unit Head;
 - for each course: name, number, term, section, credits, schedule, and academic and/or professional qualifications;
 - application deadline;
 - date of posting.

- 10.10 Part-time faculty members and potential new hires must apply in writing to the appropriate Department Chair/Unit Head indicating their course preferences by providing the course name, number, section and schedule. Part-time faculty members should indicate the number of courses desired. Application deadlines are no later than May 1 for Fall, Winter, and Fall/Winter courses, October 15 for remaining Winter courses and February 15 for Summer courses.
- 10.11
- a) Each part-time faculty member shall have an Academic and Professional Service Dossier containing material relevant to the part-time faculty member's academic and professional activities (e.g. current curriculum vitae, course evaluations, course outlines, course preferences, etc.).
 - b) While the Academic and Professional Service Dossier is maintained in the Department/Unit, the part-time faculty member is responsible for seeing that her/his dossier is kept up to date.
 - c) The part-time faculty member shall have the right to have included in the Academic and Professional Service Dossier, written comments on any of its contents.
 - d) If any pertinent information is missing from the Academic and Professional Service Dossier, the Department Chair/Unit Head or designate shall so inform the part-time faculty member in writing.
 - e) The Academic and Professional Service Dossier is used by the Part-time Faculty Hiring Committee in its deliberations. Information from this dossier may be forwarded to the Dean's Office.
- 10.12 The Department Chair/Unit Head or designate shall convene the Hiring Committee to meet immediately following the application deadline as per clause 10.10. The Hiring Committee shall forward its recommendations to the Dean no later than June 1, November 1 and March 1 with a copy to the part-time faculty member and the Association.
- 10.13 Should a recommendation of the Hiring Committee be refused by the Dean, the latter shall, within ten (10) days, advise in writing the Department Chair/Unit Head, the Hiring Committee, the part-time faculty member and the Association, of the reasons for the refusal.

- 10.14 Part-time teaching contracts shall be issued by July 30 for Fall, Winter, and Fall/Winter courses, December 1 for remaining Winter courses and April 1 for summer courses. Part-time faculty members must sign and return the contract by August 15, December 15 and April 15.
- 10.15 Part-time faculty members with seniority at the time of the signing of this collective agreement are deemed to fully satisfy academic and/or professional requirements to teach the same or equivalent courses the part-time faculty member has been assigned to teach in the past.
- 10.16 In the assignment of courses the Hiring Committee shall take into account seniority, academic and/or professional background, course preferences and course evaluations.
- 10.17 In exceptional circumstances in which a part-time faculty member or a potential new hire is adjudged by the Hiring Committee, on the basis of qualifications and experience to be substantially more qualified, able and competent to teach a given course, that person may be offered the course.
- 10.18 In keeping with clause 10.10 and with teaching entitlements outlined in clause 9.02 a), b) and c), and the availability of courses to be assigned to part-time faculty members, courses shall be allocated in the following manner:
- a) Phase 1
 - i) Part-time faculty members who have acquired ninety (90) credits or more of seniority at Concordia University shall, in order of seniority, be assigned twelve (12) credits.
 - ii) Part-time faculty members who have acquired twenty-four (24) or more credits of seniority at Concordia University but fewer than ninety (90) credits shall, in order of seniority, be assigned six (6) credits.
 - b) Phase 2
 - i) Part-time faculty members who have acquired ninety (90) credits or more of seniority at Concordia University shall, in order of seniority, be assigned six (6) credits.

- ii) Part-time faculty members who have acquired twenty-four (24) or more credits of seniority at Concordia University but fewer than ninety (90) credits shall, in order of seniority, be assigned six (6) credits.
- iii) New hires and part-time faculty members who have acquired less than twenty-four (24) credits of seniority at Concordia University shall, in order of seniority, be assigned six (6) credits.

Should course/section preferences be in conflict between part-time faculty members, the Department Chair/Unit Head or designate shall assign the course/section to the part-time faculty member with the greater credits of seniority and shall request an additional selection from the part-time faculty member with the fewer credits of seniority.

- 10.19 The Hiring Committee should prepare a list of part-time faculty members ranked by seniority to be used for future recommendations, should additional courses become available.
- 10.20 Where two or more candidates have acquired the same number of credits of seniority, the Hiring Committee shall make a decision based on the Academic and Professional Service Dossier.
- 10.21 When a part-time faculty member is unable to accept a particular course or section of a course, the Department Chair/Unit Head or designate shall make a reasonable effort to assign another scheduled course or section of a course to the part-time faculty member.
- 10.22 When courses are added at the last minute, the list of alternates provided by the Hiring Committee as per clause 10.19 shall be used by the Department Chair/Unit Head or designate for the purpose of course assignment.
- 10.23 The Department/Unit shall post a list of part-time faculty members and course assignments by August 31, January 15 and April 30, with a copy sent to the Association. This list shall include, for information purposes only, the reserved courses assigned as per clause 10.07.

- 10.24** A part-time faculty member who wishes to question the application of Article **10**, may put the question at issue in writing to the Hiring Committee or to the Dean, in the case of clause **10.13**, clearly indicating the aspects of the application of Article **10** which are being questioned. A fifteen (15) day delay is provided for this purpose.
- 10.25** The Hiring Committee ~~or~~ the Dean shall respond to the question at issue, in writing, within ten (10) days of its receipt.
- 10.26** The part-time faculty member who is not satisfied by the response of the Hiring Committee or the Dean may, within ten (10) days, submit the question at issue together with the appropriate response to the Labour Relations Office for submission to the Grievance Committee as per clause 13.07.

ARTICLE 11 - EVALUATION

- 11.01** The Employer and the Association agree that the purpose of evaluating teaching is the improvement of instruction.
- 11.02** Any part-time faculty member has the right to request a consultation with the Learning Development Office and to receive assistance in increasing teaching effectiveness.
- 11.03** Course evaluations shall be conducted by the Department through the Learning Development Office. The results shall be given to the part-time faculty member and the Department Chair/Unit Head only. The use of evaluations shall be limited to the aggregate statistical information provided. Only the part-time faculty member shall have access to the comments contained within the evaluations.
- 11.04** A part-time faculty member may contest the application of course evaluations in matters of re-hiring and disciplinary measures.

ARTICLE 12 - DISCIPLINE

- 12.01 The Employer may, at any time, dismiss a part-time faculty member for just cause. The Employer must advise the part-time faculty member and the Association of the dismissal by registered mail and provide the motives which justify the dismissal.
- 12.02 In cases foreseen by 12.01, the Employer shall not impose such a sanction without having provided at least one (1) written warning during the term itself or during the previous term in which the part-time faculty member taught. The written warning shall set out the reasons for the Employer's dissatisfaction.
- 12.03 A part-time faculty member may avoid further disciplinary action by remedying the situation which gave rise to the Employer's dissatisfaction.
- 12.04 Any record of disciplinary action must be removed from the part-time faculty member's Academic and Professional Dossier after a period of twelve (12) months has elapsed provided there has not been any disciplinary action in the interim.
- 12.05 Notwithstanding 12.01 and 12.02 the Employer may dismiss a part-time faculty member for just cause, without prior notice, when the serious nature of the situation necessitates immediate dismissal. The Employer must advise the part-time faculty member and the Association of the dismissal by registered mail and provide the motives which justify the dismissal.
- 12.06 In all cases of disciplinary measures, the burden of proof rests with the Employer.

ARTICLE 13 - GRIEVANCE AND ARBITRATION

- 13.01 The parties agree that it is preferable to resolve problems through discussions among those persons most directly concerned before submitting a written grievance. To this end a part-time faculty member is encouraged to discuss a potential grievance with the person to whom the part-time faculty member normally reports 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.

- 13.02 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement.
- 13.03 A grievance may be filed by an individual part-time faculty member, a group of part-time faculty members or by the Association.
- 13.04 The Employer acknowledges the right of the Association to assist part-time faculty members in preparing and presenting a grievance.
- 13.05 A part-time faculty member, a group of part-time faculty members or the Association wishing to file a grievance shall do so in writing to the Labour Relations Office either within twenty (20) days of the end of the discussion period as per clause 13.01 or, should clause 13.01 not apply, within forty (40) days of the event or awareness of the event which gave rise to the grievance.
- 13.06 A grievance shall specify which provision of the agreement has allegedly been violated and the remedy or remedies sought.
- 13.07 Within fifteen (15) days of receipt of the grievance a response shall be provided in writing to the grievor with a copy to the Association. If the response is deemed unsatisfactory, the grievance shall be referred in writing, within fifteen (15) days of the written response specified in this clause to the Labour Relations Office for submission to the Grievance Committee.
- 13.08 The Grievance Committee shall normally meet on the question at issue within twenty (20) days of its receipt by the Labour Relations Office.
- The Grievance Committee forwards its conclusions and recommendations to the part-time faculty member, the Department Chair/Unit Head, the Dean, the Association and the Employer within forty-five (45) days of its first (1st) meeting. In exceptional circumstances the Grievance Committee can extend this limit.
- 13.09 The Employer shall make a decision within fifteen (15) days of receipt of the Grievance Committee's conclusions and recommendations and communicate that decision to the parties concerned. A decision to reject the recommendation shall include the reasons.

- 13.10 The decision referred to in clause 13.09 shall be implemented unless the Association chooses to proceed to arbitration as per the delay in clause 13.11.
13. 1 The procedure provided in clause 13.09 having been completed, the Association may submit the grievance to arbitration by informing the Labour Relations Office within thirty (30) days of the decision rendered by the Employer as per clause 13.09.
13. 2 The Grievance Committee
- Persons selected for the Grievance Committee shall not act or serve as representatives of either party to this agreement, but shall use their independent judgement in attempting to resolve issues.
- The Committee shall consist of four (4) persons and their alternates
- a) Two (2) appointees and one (1) alternate shall be selected by the Association from a list of five (5) nominees provided by the Employer.
- b) Two (2) appointees and one (1) alternate shall be selected by the Employer from a list of five (5) nominees provided by the Association.
- 13.13 The four (4) Grievance Committee appointees and two (2) alternates shall be designated by August 30 of every year and shall serve for a one-year term.
- 13.14 To provide continuity, the two (2) alternates shall be expected to serve as alternates in the first year and as appointees the following year.
- 13.15 The four (4) Grievance Committee members must be present at all deliberations of the Committee.
- 13.16 The Committee shall establish its own procedures and invite any person to appear before it.
- 13.17 Within ten (10) days of receipt of the notice to proceed to arbitration foreseen in clause 13.11, the parties shall convene to choose an arbitrator.

- 13.18 The grievance shall be submitted to one of the arbitrators listed, chosen by lot.
1. Andre Rousseau
 2. Jean Guy Clement
 3. Andre Sylvestre
 4. Jean Pierre Lussier
 5. Francine Gauthier-Montplaisir
 6. Diane Sabourin
- 13.19 Should none of the arbitrators be available, one of the parties will request that the arbitrator be named by the Ministry of Labour.
- 13.20 The jurisdiction of the arbitrator is limited to conditions established in the present agreement and in no case does the arbitrator have the power to modify the agreement in any way. The decision of the arbitrator is final and binding on the parties.
- 13.21 The fees and expenses of the arbitrator shall be divided equally between the parties.
- 13.22 A technical error does not invalidate a grievance.
- 13.23 At any stage of the grievance and arbitration procedure, upon failure of either party to respond or to proceed to the next step, including arbitration, within the time limits stipulated above, unless it has been mutually agreed in writing to modify them, a grievance is deemed to have been settled in favour of the other party.

ARTICLE 14 - LEAVES

Parental Leave

- 14.01 The pregnant member is entitled to parental leave of twenty (20) consecutive weeks which may occur over three (3) consecutive terms, provided the member has signed contracts for each of the terms covered by the leave.



The member who gives birth to a stillborn child after the beginning of the twentieth (20th) week preceding the due date also shall be entitled to such parental leave.

- 14.02 Maternity leave includes the day of delivery and is distributed before and after this day.
- 14.03 As soon as possible, but at least four (4) weeks before beginning leave, the pregnant member of the Bargaining Unit shall inform the Department Chair/Unit Head or designate of the probable dates of the leave; however, if she presents a medical certificate justifying an immediate leave, the four (4) week notification period shall be waived.
- A medical certificate must attest to the pregnancy and the probable date of delivery.
- 14.04 The pregnant member of the Bargaining Unit who has accumulated twenty (20) weeks of service within the three (3) terms preceding the beginning of maternity leave and who is declared eligible for unemployment insurance benefits is entitled to the following:
- a) For each week of the waiting period required by the unemployment insurance system, compensation equal to ninety-three (93) percent of her weekly salary for each teaching contract during the maternity leave;
 - b) For each week that she receives or is eligible to receive unemployment insurance benefits, compensation equal to the difference between ninety-three (93) percent of her weekly salary for each teaching contract and the unemployment insurance benefits she receives or is eligible to receive;
 - c) For each week that follows the period described in (b), compensation equal to ninety-three (93) percent of her weekly salary for each teaching contract for the period during which the maternity leave is in effect and up to the end of the twentieth (20th) week of maternity leave;
 - d) The total amounts received by the pregnant member of the Bargaining Unit during maternity leave in unemployment insurance benefits and compensation may not exceed ninety-three (93) percent of her normal weekly earnings from her teaching contracts. For the purpose of this clause, this compensation shall be calculated on the basis of the unemployment insurance benefits that the member is entitled to receive without taking into account

the amounts deducted from such benefits as a result of the reimbursement of benefits, interest, penalties, and other amounts recoverable under the unemployment insurance plan.

- e) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

- 14.05 The pregnant member of the Bargaining Unit who has fewer than the twenty (20) required weeks of service before the beginning of maternity leave is entitled to compensation equal to fifty (50) percent of her weekly salary for each teaching contract, and this for eight (8) consecutive weeks, provided the member has signed contracts for the aforementioned eight (8) weeks.
- 14.06 The parental leave benefits are only paid as supplements to the unemployment insurance benefits.
- 14.07 The Employer does not reimburse the member for the amounts that the Canada Employment and Immigration commission (C.E.I.C.) could require her to repay under the Unemployment Insurance act, when the employee's salary exceeds the insurable maximum by one and one half (1½) times.
- 14.08 The maternity leave may be less than twenty (20) weeks if the Employee so wishes. If she returns to work within two (2) weeks of delivery, she must provide, upon the request of the Chair or designate, a medical certificate attesting to her fitness to return to work.
- 14.09 If the delivery occurs after the expected date, the Employee is entitled to an extension of maternity leave equal to the period of the delay, but not if she has already benefitted from a period of at least two (2) weeks of maternity leave after the birth. The Employee may also benefit from an extension of maternity leave of up to six (6) weeks if the health of the infant requires it. During these extensions, she shall receive neither compensation nor salary.

- 14.10** A member of the Bargaining Unit who delivers early and/or whose child is, as a consequence, hospitalized is entitled to discontinue her maternity leave. She may return to work before the end of her maternity leave and may complete the leave once the child no longer needs hospitalization. In such a case, the Employee may, after informing the Chair or designate, return to work before the end of her leave.
- 14.11** Maternity leave allowances paid by the Centre du Main-d'Oeuvre du Québec are deducted from the benefits to be paid under clause **14.04**.
- 14.12** A member of the Bargaining Unit whose spouse gives birth is entitled to paid leave of one (1) week. This leave must be taken between the beginning of the delivery and the seventh (7th) day following the return home of the mother or the child.
- 14.13** A member of the Bargaining Unit who legally adopts a child is entitled to a leave of ten (10) consecutive weeks provided the member has signed contracts for each of the terms covered by the leave which may fall in more than one (1) term. To benefit from the provisions of this clause, the Employee must have accumulated twenty (20) weeks of service within the three (3) terms preceding the adoption leave.
- During this leave, the Employee shall receive full salary for each contract. If two members of the Bargaining Unit share in the adoption, they shall also share the ten (10) week paid leave. Members of the Bargaining Unit shall request this leave at least two (2) weeks before the expected adoption and shall provide legal evidence of the adoption.
- 14.14** The member of the Bargaining Unit is entitled to return to work at any time during the trimester in which the maternity or adoption leave is in effect, provided that the Department Chair/Unit Head or designate has received written notice to this effect at least four (4) weeks in advance.
- 14. 5** Maternity or adoption leave may be prolonged by an unpaid leave up to the end of the term in progress. The Department Chair/Unit Head or designate must be given written notice to this effect at least four (4) weeks in advance.
- 14. 6** For purposes of seniority, the member of the Bargaining Unit on maternity or adoption leave shall be considered to have given the course(s) for which contracts have been signed as per clause **10.14**.

- 14.17 The Association and the Employer agree to discuss any problems arising from changes or additional requirements to the unemployment regulations. Such discussions shall not constitute a renegotiation of the present Collective Agreement.
- 14.18 The application of these clauses is subject to the approbation of the Canada Employment and Immigration Commission (C.E.I.C.). The Employer agrees to pay the Employee the difference in the amounts that would have been received according to the present clauses on maternity and adoption leave and those resulting from modifications to the law by the C.E.I.C.
- 14.19 **Bereavement Leave**
- A part-time faculty member is entitled to two (2) days of paid leave in the event of the death:
- a) of a spouse, of a child, of the child of a spouse;
 - b) of a father, of a mother, of a sister, of a brother.
- 14.20 **Leave Without Pay**
- A member may make written application for leave without pay to the appropriate Chair/Unit Head or designate.
- Normally the maximum duration of a leave without pay shall be twenty-four (24) months. Shorter leaves and extensions may be granted.

ARTICLE 15 - SICK LEAVE AND OCCUPATIONAL ILLNESS OR INJURIES

- 15.01 The purpose of the salary insurance program is to compensate for the loss of earnings of any member of the bargaining unit who is not able to perform normal duties because of illness or accident other than an occupational injury.
- 15.02 The cost of the program is equally shared by the member of the bargaining unit and the Employer.
- 15.03 The Employer shall provide the Association with a copy of the salary insurance policy.

- 17
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- 15.04 A member of the bargaining unit who becomes disabled due to illness or injury, at any time when her/his contract is in effect, shall be entitled to paid sick leave for a period of up to one (1) month, paid at the equivalent rate the member would have received had the member remained at work.
- 5.05 Members of the bargaining unit receiving paid sick leave may be required to provide satisfactory medical proof of inability to work.
- 5.06 When disability continues for more than one (1) month, the member of the bargaining unit shall be protected by the provisions of the salary insurance program.
- 5.07 Salary insurance payments shall equal eighty-five percent (85%) of the rate the member would have received had the member remained at work.
- 5.08 Salary insurance payments shall be made for the duration of the contract in effect at the moment the disability occurred or until the member returns to work, whichever occurs earlier.
- 15.09 The Employer shall deduct from each pay, in equal amounts, the member's salary insurance premium.
- 15.10 The salary insurance program applies as long as the disability begins at the earliest with the effective date of the member's contract.
- 15.11 The member of the bargaining unit who is to be absent due to illness or injury shall, as soon as possible, inform the Department Chair/Unit Head or designate of the absence and assist the Department Chair/Unit Head or designate in arranging for a short term or long term replacement.
- 15.12 In the case of occupational illness or injury, the Employer shall pay the part-time faculty member as normal until the date at which the individual begins to receive allocations from the Commission de la Santé et de la Sécurité du Travail (CSST). Thereafter the Employer shall pay the part-time faculty member the difference between her/his normal remuneration and the allocation paid by the CSST and this during the period of disability or to the end of the part-time faculty member's contract, whichever occurs first.

- 15.13 For purposes of seniority, the member of the Bargaining Unit who benefits from the salary insurance program or from allocations from the CSST shall be considered to have given the course(s) for which she/he is being compensated.
- 15.14 A part-time faculty member has the right to refuse to perform particular work if she/he has reasonable grounds to believe that the performance of that work would expose her/him to danger to her/his health, safety or physical well being, or expose another person to a similar danger.
- No part-time faculty member may, however, exercise this right if her/his refusal to perform the work puts the life, health, safety or physical well being of another person in immediate danger or if the conditions under which the work is to be performed are ordinary conditions in her/his kind of work.
- 15.15 In the case of an emergency occurring during working hours, the Employer shall see that the part-time faculty member receives first-aid, and where required, transportation to the hospital at the Employer's expense.

ARTICLE 16 - SERVICE ON UNIVERSITY AND DEPARTMENTAL BODIES

- 16.01 The Employer and the Association agree to continue the integration of part-time faculty members, in so far as is practicable, into University, Faculty and Departmental bodies.
- To this end a Joint Committee of four (4) persons, with equal representation from both parties shall be set up to examine the situation of part-time faculty members on University, Faculty and Departmental bodies and to make recommendations to the Employer.
- 16.02 The Joint Committee to examine the situation of part-time faculty members on University, Faculty and Departmental bodies shall be established within thirty (30) days of the signing of this agreement and shall make its recommendations to the Employer within the following six (6) months.
- 16.03 Meanwhile, this article affirms part-time faculty member representation where it is already in place (see Appendix B) and where it is specified as part of the collective agreement.

- 16.04 The Employer shall provide the Association with the equivalent of five (5) three credit courses per academic year for the purpose of remunerating part-time faculty members who are elected or appointed with the approbation of the Association to serve on University bodies and committees, including committees which are part of the collective agreement.

ARTICLE 17 - PROFESSIONAL DEVELOPMENT

- 17.01 The parties recognize the benefits to be gained from providing part-time faculty members with the opportunity to increase their academic and professional competencies, particularly as they enhance teaching quality.
- 17.02 a) The Employer shall establish a Professional Development Fund for the purpose of assisting part-time faculty members in their pursuit of research, study, and other scholarly/professional/artistic activities.
- b) In the first year of the collective agreement the Employer shall allocate the equivalent of ten (10) courses to the Professional Development Fund. This allocation shall be increased to the equivalent of eighteen (18) courses in the second year of the collective agreement and to the equivalent of twenty-one (21) courses in the third year.
- 17.03 A part-time faculty member who has acquired twenty-four (24) or more credits of seniority at Concordia University and who is not on leave, shall be eligible to apply for professional development funds.
- 17.04 Annually, unspent monies shall be retained in the Professional Development Fund to a maximum of one-third 1/3 of the monies allocated in 17.02 b).
- 17.05 The allocation of funds shall be determined by a Professional Development Committee which shall consist of two (2) members of the bargaining unit to be selected by the Association, one (1) full-time faculty member and the Associate Vice-Rector, Academic Research or designate.

The Committee shall allocate funds to a wide variety of academic activities such as attending or organizing conferences, seminars, workshops, completing a dissertation, engaging in a research project, etc., across faculties and disciplines.

The specific criteria and procedures for the distribution of the Professional Development Fund shall be established by the Committee.

The Committee shall be established within thirty (30) days of the signing of this agreement.

- 17.06 In the event that a part-time faculty member is allocated remuneration equivalent to a three (3) credit course or multiple thereof, the part-time faculty member shall sign a teaching contract for each such amount. The contract shall read as follows: "The part-time faculty member is exempt from the obligations of this teaching contract in as much as the member is benefitting from the support of the Professional Development Fund,"
- 17.07 A part-time faculty member who benefits from the support of the Professional Development Fund shall provide a written report on the activities undertaken, to the Professional Development Committee with a copy to the Department Chair/Unit Head, within sixty (60) days of the completion of the activities.
- 17.08 If the support of the professional development fund is granted as part of the teaching load, the part-time faculty member shall acquire the appropriate seniority.
- 17.09 Professional development activities should in no way prevent a part-time faculty member from fulfilling the terms of her/his contractual obligations unless the part-time faculty member chooses to take a leave in order to undertake these activities.

ARTICLE 18 - REMUNERATION

- 18.01 1 September 199³ to 31 August 199⁴
 - a) 3 credit courses which had previously been remunerated at \$2685., \$2740., \$2745., \$3045., \$3167., \$3280., and \$3335., shall be remunerated at \$3500. per 3 credit course.
 - b) 3 credit courses which had previously been remunerated at \$3575., \$3650, \$3667 shall be remunerated at \$3900. per 3 credit course.

- c) Notwithstanding clause 18.01 a) and b) 4 hour, 3 credit courses offered in Fine Arts shall be remunerated at \$3500. per 3 credit course. (See Clause 18.05)
- d) Remuneration for 5 and 6 hour, 3 credit courses shall remain frozen at \$5370., or \$5490.
- e) 31 August 1992, \$300 of rattrapage shall be added to the \$3500. rate outlined in clause 18.01 a) and c) and \$100 of rattrapage shall be added to the \$3900. rate outlined in clause 18.01 b).

18.02 1 September 1992⁴ to 28 February 1993⁵

The rates in effect on 1 September 1992 shall remain in effect, without indexation, until 28 February 1993.

18.03 1 March 1993⁵ to 31 August 1993⁶

- a) The rates in effect 28 February 1993 shall be increased effective 1 March 1993 by three percent (3%).
- b) The rates in effect 1 March 1993 shall be readjusted in line with Government Salary Policy as it applied to professional employees in the public and parapublic sectors 1 July 1992.
- c) Notwithstanding clause 18.03 a) and b) clause 18.01 d) continues to apply.

18.04 1 September 1993 to 31 August 1994

The rates in effect 31 August 1993 shall be increased, effective 1 September 1993, such that there will be a uniform rate for a part-time teaching contract (3 credit course) which shall match the average rate for part-time teaching contracts (3 credit course) in effect at l'Université de Montreal and l'Université du Quebec à Montreal but shall be no less than \$4300.

Any adjustments to the rates in effect at l'Université de Montreal and l'Université du Quebec à Montreal which occur during the period 1 September 1993 to 31 August 1994 shall prompt the University to affect an adjustment to the above-mentioned rate.

- 18.05 Any extra time requirement attributed to a 3 hour 3 credit course which is expressly included on the part-time teaching contract shall be remunerated at \$30.00 per hour.
- 18.06 A part-time faculty member who holds a teaching contract between 1 September 1991 and 31 August 1992 shall receive a lump sum payment of \$250. for every 3 credit course taught between 1 September 1990 and 31 August 1991, with the exception of the courses described in clause 18.01 d).

ARTICLE 19 - MISCELLANEOUS

- 19.01 The Employer shall make every effort to ensure that part-time faculty members are provided with appropriate space for private consultation with students and the use of facilities, services and equipment required to meet the members' contractual obligations as per clause 9.01.
- 19.02 Part-time faculty members shall be entitled to participate in seminars, workshops and/or training and development programs offered by the University.
- 19.03 Both parties recognize the importance to members of fluency in the French language. To this end, the Employer shall make available non-credit courses in the French language every year, subject to a request by the Association providing the names and home department of at least thirty (30) interested part-time faculty members.
- 19.04 Part-time faculty members shall be entitled to apply for a parking permit. The procedure to apply for a parking permit is set out in Concordia University Policy C-S-9.
- 19.05 A Department which has made marking assistance available for given courses shall continue to do so.
- 19.06 The Employer recognizes that the part-time faculty member as the author of a work shall hold the copyright to the work and that any income produced by the work belongs to the member.
- 19.07 The Employer waives all claim to the copyright in any work by a part-time faculty 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.

- 19.08 In cases where a part-time faculty member asks for assistance from the Employer to produce a work, a letter of agreement must be signed between the part-time faculty member and the Employer specifying the rights and obligations of each party with regard to the copyright to the work and any income which the work may produce.

In no case may the present clause be interpreted as allowing a part-time faculty member to charge the Employer a fee for course materials produced as part of the contractual obligations of the part-time faculty member.

ARTICLE 20 - TRANSITION TO THE AGREEMENT

- 20.01 All questions regarding part-time faculty hiring submitted to the Office of the Vice-Rector, Institutional Relations and Finance prior to the effective date of this agreement shall be processed according to the Concordia University policy document entitled Part-time Faculty Hiring Policies and Procedures (1 June 1989) until completion.

All such questions filed after the effective date of this agreement shall be processed according to the terms and procedures of this agreement.

- 20.02 The following clauses will ~~come~~ into effect at the period stated: clause 7.15 will come into effect with the Winter term of 1992; clause 7.18 will come into effect for the Summer term of 1992; clause 8.07 will come into effect 31 May 1992; clause 9.02 will come into effect with clause 10.10 in the Spring of 1992; clause 10.08 and the subsequent clauses thereto related, will come into effect February 1, 1992, April 15, 1992, and October 1, 1992; clause 15.04 will come into effect with the Winter term of 1992.
- 20.03 The following clauses shall be prorated from the effective date of the Collective Agreement to 31 August 1992: clause 16.04; clause 17.02 b)

ARTICLE 21 - COPIES OF THE AGREEMENT

- 21.01 The Employer and the Association shall co-operate in preparing and printing the agreement, together with an appropriate translation, after ratification of the agreement.
- 21.02 The Employer shall prepare the master copy for printing, and assume the total cost of production and printing.
- 21.03 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.
- 21.04 At the point of first hire or shortly thereafter, the Employer shall provide each new part-time faculty member with a copy of the agreement.

ARTICLE 22 - NEGOTIATION PROCEDURES

- 22.01 Either party desiring to propose changes to this agreement shall, between the period of sixty (60) and one hundred and eighty (180) days prior to the expiry date 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.


ARTICLE 23 - DURATION AND RETROACTIVITY


23.01 Once signed by the authorized representatives of the parties, the present agreement shall be in effect until August 31, 1996.

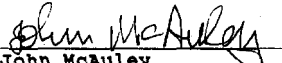
It goes into effect on the date of signature and shall have no retroactive effect unless explicitly provided.


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.

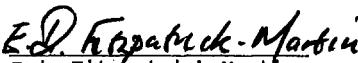
IN WITNESS WHEREOF the parties have signed in the City of Montreal this 22nd day of November 1994.

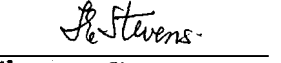

Ritva Seppanen
President

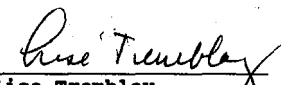

Ernie Kroppa
Assoc. Vice-Rector, Instit.
Rel. and Finance

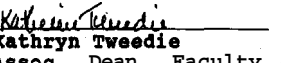

John McAuley
Vice-president, Internal


Susan K. O'Reilly
Director, Human Resources


Iris Fitzpatrick-Martin
Vice-President, External


Florence Stevens
Vice-Dean, Faculty of Arts
and Science


Lise Tremblay
Director, Instit. Relations


Kathryn Tweedie
Assoc. Dean, Faculty of
Fine Arts

Concordia University
Part-time Faculty
Association

Concordia University
Employer

APPENDIX A
CERTIFICATE OF ACCREDITATION

ACCREDITE "Concordia University Part-time Faculty Association"

pour représenter:

"all members of the part-time faculty at Concordia University in the faculties of Arts and Science, Commerce and Administration, Engineering and Computer Science, and Fine Arts who are on individual teaching contracts with the University and whose primary duty is to teach university-level credit courses.

The...bargaining unit excludes all part-time faculty at Concordia University who are on business contracts; continuing Education contracts; or those who, in their regular, full-time administrative or similar positions, are employed as managers, superintendents, foremen, or representatives of the University in its relations with its employees."

(original signed by)

Claude Malo
Agent d'accréditation

MONTREAL, le 27 septembre 1989

APPENDIX B

Part-time faculty member representation on University bodies and committees in place at the signing of the Collective Agreement.

Senate

Faculty Councils

- Arts & Science
- Commerce & Administration
- Fine Arts

Status of Women Committee

Arts & Science Faculty Committee on the Status of Women

Fine Arts Faculty Committee on the Status of Women

Advisory Committee on Sexual Harassment

Consultative Committee on Employment Equity

Central Advisory Health & Safety Committee

Hearing Board/Standing Panel (Code of Conduct)

Part-time faculty members shall continue to serve, as they have in the past, on Advisory Search Committees, Departmental Committees, and Task Forces.

APPENDIX C

COURSE/SECTION CANCELLATION

In the event that a Department Chair/Unit Head cancels a course/section for which a part-time faculty member has signed a contract as per clause 10.14, the part-time faculty member shall be indemnified as follows:

1 September 1991 to 31 August 1992

The indemnity for course/section cancellation is fixed at \$200.

1 September 1992 to 31 August 1993

The indemnity for course/section cancellation shall be one of the following:

- a) ten percent (10%) of the total value of the cancelled part-time teaching contract;
- b) remuneration for the part-time teaching contract, prorated to the number of hours taught, plus ten percent (10%) of the remuneration for the balance of hours not taught.

1 September 1993 to 31 August 1994

The indemnity for course/section cancellation shall be one of the following:

- a) twelve percent (12%) of the total value of the cancelled part-time teaching contract.
- b) remuneration for the part-time teaching contract, prorated to the number of hours taught, plus twelve percent (12%) of the remuneration for the balance of hours not taught.

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APPENDIX D

VACATION PAY

The part-time faculty member shall receive vacation pay as follows:

1 September 1991 to 31 August 1992

Five percent (5%) of the remuneration to which the part-time faculty member is entitled as per Article 18.

1 September 1992 to 31 August 1993

Seven percent (7%) of the remuneration to which the part-time faculty member is entitled as per Article 18.

1 September 1993 to 31 August 1994

Eight percent (8%) of the remuneration to which the part-time faculty member is entitled as per Article 18.

The amount owing is paid upon termination.

The University will study the possibility of paying vacation pay on a bi-weekly basis.

APPENDIX E

COURSE REMISSIONS / EQUIVALENT COURSES

In the application of clauses 7.15, 7.16, 7.17, 16.04 and 17.02 b) the amounts shall be the following:

1 September 1991 to 31 August 1992

3500. per three-credit course remission or course equivalent.

1 September 1992 to 31 August 1993

3800. per three credit course remission or course equivalent.

1 September 1993 to 31 August 1994

Shall be no less than 4300. per three-credit course remission or course equivalent.

APPENDIX F

PRIVATE STUDY IN THE DEPARTMENT OF MUSIC

1. Regular teaching contracts shall be allocated in the manner outlined in Article 10.
2. A private study course shall not be subject to posting in the event that a student registering for private study chooses a particular part-time faculty member as instructor.

In cases where students do not indicate a preference, the private study course shall be posted in the regular manner as outlined in Article 10.

3. The allocation of private study courses which are not to be subject to posting shall be made prior to the posting deadlines outlined in Article 10.
4. The posting of courses outlined in clause 10.08 shall, in the case of the Department of Music, include for information purposes only, the private study courses already allocated.

The list shall include the name of the part-time faculty member, the private study courses allocated and the corresponding number of students/hours.

5. The part-time faculty member allocated private study courses which have not been the subject of posting shall inform the Department Chair / Unit Head of acceptance of the assignment by May 31.
6. The number of private study students whom the part-time faculty member shall instruct is determined by the Hiring Committee according to the part-time faculty member's credit limit.
7. For the purpose of calculating seniority points and credit limits, 7 hours of private study per week, per term is deemed equivalent to 3 credits.

8. Hourly rates for private study shall be:

1 September 1991 - 31 August 1992

\$50.87 /hr.

1 September 1992 - 28 February 1993

\$55.23 / hr.

1 March 1993 - 31 August 1993

The rate shall be determined according to clause 18.03, calculated as follows:

Rate as per clause 18.03 ÷ 45 X .654 = hourly rate

1 September 1993 - 31 August 1994

\$62.50 / hr.

9. A part-time faculty member allocated Private Study Courses between 1 September 1991 and 31 August 1992 shall receive payment for every Private Study Course allocated between 1 September 1990 and 31 August 1991 at the rate of \$3.63 per hour

APPENDIX G

SENIORITY LIST

The parties agree to set up a mechanism to establish valid seniority lists to be available to the Hiring Committees in May 1992.